Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, December 15, 2025 **7:00 PM** **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

Councilmember Berger

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on December 15, 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	Absent	
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	
Laurie Stillwell	Town of Amherst	Director of Community Development	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Mary Diana Pouli	Town of Amherst	Exec. Dir. of Youth & Recreation Departments	Present	
Emily Murphy	Town of Amherst	Assessor	Present	

V. MINUTES APPROVAL

1. Monday, December 01, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

- Amherst Town Board honored:
    - Jacqualine Berger, Councilwoman
    - Brian Kulpa, Town Supervisor
- Town Holiday Events:
    - Holiday Happenings – December 19th from 6-8 pm at the Senior Center
    - Amherst Fire Departments will be visiting districts with Santa – Check Dept.'s Facebook for dates.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-1036

Local Law to Amend the Zoning Ordinance to Create an Urban Renewal Area Overlay District (URAOD)

A public hearing regarding the proposed Local Law to Amend the Zoning Ordinance, creating an Urban Renewal Area Overlay District (URAOD).

12/15/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:26 PM.

Laurie Stillwell, Community Development Director and Attorney Chuck Malcomb, presented.

The following resident spoke:

Joe Voytovich, 35 Bucyrus

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was closed at 7:50 PM.

RESULT:	**HEARING CLOSED**

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2025-1037

Adoption of Local Law to Amend Chapter 203 (Zoning) Creating an Urban Renewal Area Overlay District (URAOD) (ZTA-2023-05)

WHEREAS, 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 November 20, 2025 that the proposed Zoning Ordinance amendment for the creation of an Urban Renewal Area Overlay District (URAOD) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and

WHEREAS, pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, a Final Generic Environmental Impact Statement (FGEIS) has been accepted and a Statement of Findings was adopted by this Board on January 6, 2020 for the Boulevard Central District, and

WHEREAS, the proposed zoning ordinance amendment creating the Urban Renewal Area Overlay District (URAOD) affects the geographic extent of the former Boulevard Mall, which is located within the Boulevard Central District, and

WHEREAS, the proposed zoning ordinance amendment is found to be consistent with the FGEIS and statement of findings, therefore the requirement of SEQR are complete, NOW THEREFORE BE IT

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend Chapter 203 (Zoning) of the Town Code and to amend the Town Zoning map to create an URAOD District No.1 as hereafter described:

Beginning at the south east corner of the intersection of Niagara Falls Boulevard and Maple Road, the Urban Renewal Overlay District No. 1 extends approximately 1,329 feet east along the southern border of the Maple Road right-of-way to the north eastern corner of the 3893 Maple Road parcel (SBL-54.03-1-13), then turns southerly along the western border of the Alberta Drive right-of-way for approximately 1,715 feet to the south eastern corner of the 1265 Niagara Falls Boulevard (SBL-54.03-1-24.21) parcel (the portion of the parcel split off from the main parcel to the south of the National Grid parcel (SBL- 54.03-1-12.1)), then turns westerly for approximately 329 feet along the southern parcel line of 1265 Niagara Falls Boulevard, then turns at a diagonal along a portion of the 1265 Niagara

Falls Boulevard parcel line heading south westerly for approximately 81 feet, then turns southerly for approximately 78 feet, then turns westerly for approximately 145 feet, then turns southerly along the National Grid parcel line for approximately 479 feet to the northern border of the Almeda Avenue right-of-way, then turns westerly along the northern border of Almeda Avenue for approximately 893 feet to the south western corner of the 1261 Niagara Falls Boulevard parcel (SBL-67.06-1-1.111), and then turns northerly along the eastern border of the Niagara Falls Boulevard right-of-way for approximately 2,315 feet back to the southeast corner of the intersection of Niagara Falls Boulevard and Maple Road (the beginning point).

The Urban Renewal Area Overlay District No. 1 totals approximately 68.7 acres and includes 10 existing parcels.

12/15/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

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

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 4-0. Public Expression was opened at 7:55 PM.

The following speakers addressed the Town Board:
Jason Botticelli, 265 Cottonwood Dr - Deer population
Scott Conway, 606 Highland Ave - Resolution 2025-1072
Tom Frank, 5403 Main St - Resolution 2025-1039
Joe Voytovich, 35 Bucyrus Dr – Resolution 2025-1037
Charlie Grochowiak, 92 Linwood Ave - Resolution 2025-1072

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was closed at 8:12 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

1. Resolution 2025-1038

Amherst Senior Center Advisory Board Appointments

WHERE AS, the purpose of the Amherst Senior Center Advisory Board is to support the Mission of the Town of Amherst Department of Senior Services; to advocate for services to support older adults and caregivers and appropriate funding for current and future programming; to foster communication between the Town and the community regarding issues, trends, and public policy affecting older adults; to support and sponsor appropriate program development; and to advise and consult with the Amherst Town Board regarding issues related to senior citizens; and

WHERE AS, the Amherst Senior Center Advisory Board meets a minimum of 6 times a year; and

WHERE AS, The Amherst Senior Center Advisory Board shall consist of a minimum of 7 appointed members, with a maximum of 11 appointed members; each appointed by a majority of the Amherst Town Board, who shall serve a term of 2 years and may be appointed for two additional two year terms; and

WHERE AS, the Amherst Senior Center Advisory Board currently has a Board of Five members, who shall continue to serve until their term of appointment expires, as follows:

James Bardot, Chairperson, Term Expires 12/31/26
Rev. Susan Frawley, Term Expires 12/31/26
Lisa Giancarlo, Term Expires 12/31/26
Julie Whitbeck-Lewinski, Term Expires 12/31/26
Melissa Abel, Senior Center Director

WHERE AS, the Senior Center Member representative is appointed by the Director of Senior Services; and

WHERE AS, Bob Peluso has been selected by the Director of Senior Services, to serve as Senior Center Advisory Board Center representative for the Term to expire 12/31/27; and

WHERE AS, in addition to appointed members, the following individuals shall serve in ex-officio capacity:

The Honorable Shawn Lavin, Liaison to Senior Services
Mary-Diana Pouli, Executive Director, Town of Amherst Youth & Recreation
Assistant Police Chief Michael Camilleri and

WHERE AS, Gary Henry and Ann Nichols, each have served on the Amherst Senior Center Advisory Board and has expressed interest in serving another 2 year term.

NOW, THEREFORE, BE IT RESOLVED, that the Amherst Town Board appoints Bob Peluso and reappoints Gary Henry and Ann Nichols to the Amherst Senior Center Advisory Board for a term to conclude December 31, 2027.

12/15/2025
Consent

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

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-1039

Comprehensive Planning Project (Bond Resolution - $250,000)

AGENDA ITEM : DECEMBER 15th, 2025

TO: **Town Board**

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

DATE: **December 10, 2025**

RE: **Comprehensive Planning Project**
2025-2030 C.I.P. – Project P-1
Bond Resolution - $250,000

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

() Adopt the attached SEQR – Negative Declaration – Determination of Non-Significance for the above project as determined by the Town of Amherst Planning Department and authorize the Supervisor to execute the same; and

(2) Adopt the attached bond resolution authorizing the issuance of $250,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item – December 15, 2025)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Kimberly Amplement, Senior Planner (*w/attachments*)

12/15/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 4-0.

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

2. Resolution 2025-1040

Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000)

AGENDA ITEM : DECEMBER 15th, 2025

TO: **Town Board**

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

DATE: **December 10, 2025**

RE: **Police Dispatch Interior Renovation Expansion**
2025-2030 C.I.P. – Project P0-1
Bond Resolution - $100,000

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

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $100,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item – December 15, 2025**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Sean Pellow, Director of Facilities (*w/attachments*)
Scott Chamberlin, Chief of Police (*w/attachments*)

12/15/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 4-0.

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

3. Resolution 2025-1041

2026 Fire Protection District Contracts (CRS#S 5997-6009) - Set PH

AGENDA ITEM – DECEMBER 15th, 2025

TO: **Town Board**

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

DATE: **December 10, 2025**

RE: **2026 Fire Protection District Contracts:**
***Fire Protection District No. 1 - Autumn Harvest (CRS#5997)**
***Fire Protection District No. 2 - Lamm Post (CRS#5998)**
***Fire Protection District No. 3 - Lehn Springs (CRS#5999)**
***Fire Protection District No. 4 - Mill Street (CRS#6000)**
***Fire Protection District No. 15 - Park Club (CRS#6001)**

***Fire Protection District No. 16 - Williamsville-Sheridan (CRS#6002)**

*** ***

Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, Inc. (CRS#6003)
***Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#6004)**
***Fire Protection District No. 14 – Main Transit Fire Department, Inc. (CRS#6005)**
***Fire Protection District No. 10 - North Amherst Fire (CRS#6006)**
***Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#6007)**
***Fire Protection District No. 13 - East Amherst Fire (CRS#6008)**
***Fire Protection District No. 12 - Swormville Fire Dept., Inc. (CRS#6009)**

Kindly schedule a Public Hearing for January 20, 2026 at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2026 calendar year.

Thank you.

SBB:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item : December 15, 2025**)

12/15/2025
Consent

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

4. Resolution 2025-1042

Second Amendment to IMA - Town of Amherst and County of Erie (Original CRS#5773/CRS#6024)

AGENDA ITEM: DECEMBER 15TH, 2025

TO: **Town Board**

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

DATE: December 10, 2025

RE: Second Amendment To Intermunicipal Agreement for the Redevelopment, Operation and Management of Real Property Commonly Known as 772 North Forest Road and 385 and 391 Maple Road, formerly Westwood Country Club now known as Willowdale Park (Original CRS# 5773/CRS#6024)

Kindly adopt a resolution authorizing the Supervisor to execute the Second Amendment to the Intermunicipal Agreement (CRS#6024) relative to the above matter pending successful completion of the CRS.

Thank you.

SBB:EAB:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item – December 15, 2025)**

12/15/2025
Consent

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

5. Resolution 2025-1043

Amendment to Current Extension – Harris Beach, PLLC Original CRS#1821/CRS#4395/CRS#6020)

AGENDA ITEM – DECEMBER 15TH, 2025

TO: Town Board

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

DATE: December 10, 2025

RE: Amendment To Current Extension – Harris Beach, PLLC (CRS#6020)
Original Contract – CRS#1821
CRS#4395 Current Extension

Kindly authorize the Supervisor to execute the attached Amendment extending the retention of Harris Beach PLLC as bond counsel for all Town bond financing matters for an

additional 60 days, effective January 1, 2026 through and including March 2, 2026 at the negotiated fee schedule set forth in its current contract with the Town for said services pending successful routing of the CRS.

Thank you.

SBB:NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item – December 15, 2025**)
Lynda Juul, Director of Finance (*w/attachment)*
Jennifer Adams, CPA, Interim Town Comptroller (*w/attachment)*

12/15/2025
Consent

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

6. Resolution 2025-1044

Lawley Insurance Proposal/Insurance Binder (CRS #6028)

AGENDA ITEM – DECEMBER 15th, 2025

TO: **Town Board**

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

DATE: **December 15, 2025**

RE: **Town of Amherst Insurance Coverage Effective 1.1.2026**

Lawley Insurance Proposal/Binder ~~($1,303,039.34~~) ($1,305,460.94) (CRS #6028)

Property - $~~313,409.00~~ $314,859.00
Primary General Liability ($1m xs $1m SIR) - $~~112,587.00~~ $114,037.00
Primary Auto Liability ($1m xs $1m SIR) - $136,883.00
Excess Workers Compensation - ~~$155,104.00~~ $155,271.00
Excess Liability Policy A ($10m Excess) - $187,657.00
Excess Liability Policy B ($5M xs $10M) - $172,230.19
Excess Liability Policy C ($5M xs $15M) - $134,377.00
Crime - ~~$4,562.00~~ $3,916.00

Cyber Liability - $31,230.75
Abuse/Molestation 3-Year Tail – ~~n/a~~ - Pursuant to previously paid for contract

****Total Insurance Premium - ~~$1,248,039.94~~ $1,250,460.94**

Lawley Broker Fee (in Lieu of Commission) - $55,000.00 - Pursuant to an already approved contract and not included in total

****Total Program Cost - ~~$1,303,039.94~~ $1,305,460.94**

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

BE IT RESOLVED, the Town Board authorizes the Supervisor to execute the forms that are required to begin the process of binding insurance coverage for the Town of Amherst beginning January 1, 2026; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to execute the insurance proposal/binder pending successful completion of the CRS.

Thank you.

SBB:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - December 15, 2025**)
Lynda Juul, Director of Finance
Jennifer Adams, CPA, Interim Town Comptroller

12/15/2025
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion was then made by Councilmember Berger to amend, seconded by Councilmember Marinucci and unanimously approved 4-0. Amendment changes the amounts. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

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

B. TOWN CLERK:

1. Resolution 2025-1045

New Firefighter for Swormville Fire Company

New firefighter for the Swormville Fire Company lives in the Town of Clarnce but resides within the fire district.

Teiba Shakil
8061 Transit Road
East Amherst, NY 14051

12/15/2025
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2025-1046

Harlem Road Community Center - General Construction Contract CRS #6012

WHEREAS, the Facilities/Building Maintenance Department received bids on December 4, 2025 for a General Construction Contract for Capital Improvements at the Harlem Road Community Center; and

WHEREAS, the bid process resulted in responses from three (3) bidders 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 Sicoli Construction Services, Inc. in the amount of $426,000. This amount represents the base bid as well as alternates 4, 6, & 7; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Sicoli Construction Services, Inc.

12/15/2025
Consent

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

2. Resolution 2025-1047

Harlem Road Community Center - Electrical Contract CRS #6013

WHEREAS, the Facilities/Building Maintenance Department received bids on December 4, 2025 for an Electrical Contract for Capital Improvements at the Harlem Road Community Center; and

WHEREAS, the bid process resulted in responses from one (1) bidder 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 Weydman Electric Inc. in the amount of $53,800; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Weydman Electric Inc.

12/15/2025
Consent

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

3. Resolution 2025-1048

Change Order 1 - 30 S. Cayuga 2Nd Floor Carpet CRS #5992

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $1,020.00.

This Change Order incorporates major floor preparation work which was found during demolition of the existing carpet.

The overall project cost shall **increase** funds used from account KP2302.4972.

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

Thank you for considering this request.

12/15/2025
Consent

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

4. Resolution 2025-1049

National Grid Rebate Program Agreement CRS #6010

WHEREAS, the Facilities/Building Maintenance Department is overseeing the LED Lighting Project at the Amherst Senior Center; and

WHEREAS, Global LED Solutions will be performing the work in accordance with National Grid's Energy Efficiency Rebate Program;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Facilities/Building Maintenance Department to participate in National Grid's Energy Efficiency Rebate Program; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign the agreement with National Grid; and

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

12/15/2025
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-1050

Donation Acceptance

For December 15, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 12/10/2025

Re: Donation Acceptance

Please accept the donation received from Patrice Fischer in the amount of $4,604.00 for the 9/11 Tribute Stone, handled by the Parks Department.

Budget Amendment -Increase:

A7110.02720 Parks- Copies, Donations, Reimb $4,604.00

A7110.4470 Bike Path Maintenance $4,604.00

12/15/2025
Consent

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

2. Resolution 2025-1051

Budget Transfers and Amendments

For December 15, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 12/10/2025
Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS – 2025

FROM:	***TO:***
A7250.4110 Golf Audubon- Contractual $40,000.00	A7250.9000 Transfer Out $40,000.00

To help fund KP2532 Audubon Golf Improvements.

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
KP2532.05031 Audubon Golf- Transfer In $40,000.00	KP2532.4972 Construction Exp $40,000.00

To recognize revenue received from Audubon Golf, to help establish capital account for improvements.

A3120.02770 Police Office- Other Rev $7,500.00	A3120.2200 Passenger Vehicles $7,500.00

To recognize revenue received by the Police over budget.

KP2531.05710 TW Comp Plan- Serial Bonds $250,000.00	KP2531.4970 Legal Exp $1,250.00 KP2531.4971 Engineering Exp $248,750.00

To establish the TW Comprehensive Planning capital account.

KP2530.05710 Dispatch Exp-Serial Bonds $100,000.00	KP2530.4970 Legal Exp $500.00 KP2530.4971 Engineering Exp $99,500.00

To establish the Police Dispatch Expansion capital account.

KP2350.03098 Electric Charge- Grant $470,683.20	KP2350.4971 Engineering $64,000.00 KP2350.4972 Construction Exp $406,683.20

To increase budget for NYSERDA Grants, RES #2025-916.

KP2527.03826 Sr Center LED- Grant Rev $3,081.40	KP2527.4972 Construction Exp $3,081.40

To increase revenue and expenditures for NG Incentive.

A6773.02773 Nutrition- MOW Reimb $10,000.00	A6773.4000 Contractual $10,000.00

To recognize revenue received over budget for MOW Reimbursement and corresponding expenditure account.

N2523.02785 CDBG & VI- Program Income $1,940.96	N2523.4000 Contractual $1,940.96
N2530.02785 CDBG PI- Admin $485.24	N2530.1000 Personal Svcs $450.76 N2530.8030 FICA $34.48

To recognize Community Development program income from 316 Bernhardt, Amherst.

12/15/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-1052

Firefighter Cancer Insurance - CRS #5996

WHEREAS, the Emergency Services & Safety Department obtained quotes from three (3) providers for Firefighter Cancer Insurance; and

WHEREAS, AIG / National Union Fire Insurance Company provided the lowest quote for enhanced coverage;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the policy with AIG / National Union Fire Insurance Company; and

BE IT FURTHER RESOLVED, the Supervisor is hereby authorized to sign the Master Application for Blanket Volunteer Firefigher Enhanced Cancer Insurance.

12/15/2025
Consent

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

2. Resolution 2025-1053

Award Bid #2025051 Garbage & Recycling Totes & Parts - CRS #6021

WHEREAS, the Contract Compliance and Administration Department received bids on October 30, 2025 for Bid #2025051 Garbage and Recycling Totes and Parts; and

WHEREAS, the bid process resulted in a response from four (4) 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 the bid to IPL North America, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with IPL North America, Inc.; 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.

12/15/2025
Consent

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

3. Resolution 2025-1054

Award Bid #2025054 Manhole Frames & Covers - CRS #6022

WHEREAS, the Contract Compliance and Administration Department received bids on December 4, 2025 for Bid #2025054 for Manhole Frames & Covers; 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 the bid to EJ USA, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with EJ USA, Inc.; 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.

12/15/2025
Consent

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

H. COURT:

1. Resolution 2025-1055

Lineage-Buffalo Lease CRS #5901

Please authorize the Supervisor to sign the lease between Lineage-Buffalo and Amherst Town Court to lease a mail machine/scale/folder. This is a 63 month lease. CRS #5901.

12/15/2025
Consent

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

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

1. Resolution 2025-1056

Travel & Technical Meeting

Kindly adopt a Resolution authorizing one employee to attend the above entitled technical meeting. This on-site meeting is being held in Ft. Lauderdale, Florida from December 10th, 2025 through December 12th, 2025. The cost for this meeting and travel is $1412.98.

12/15/2025
Consent

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

K. ENGINEERING SERVICES:

L. FINANCE:

M. HIGHWAY

1. Resolution 2025-1057

Contract Extension - Guthrie Heli-Arc, Inc CRS #5903

WHEREAS, Bid # 2021-031, Highway Department, Vacall Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions and;

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2021-834.

NOW THEREFORE BE IT RESOLVED, the contract extension term will be dated from 9/27/25 through 9/26/26 and;

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Guthrie Heli-Arc Inc, 6276 Clinton Street Road, Bergen, NY 14416, subject to the Contract Routing System, CRS #5903.

12/15/2025
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2025-1058

Extension of RFP #202306 Third Party Workers' Compensation Administrator - CRS #5979

Please authorize the Supervisor to sign an Extension to the original Agreement (RES-2024-190) with PMA Management Corp for Third Party Workers Compensation Administrator through December 31, 2027.

12/15/2025
Consent

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

2. Resolution 2025-1059

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective December 16, 2025, Temporary, $15.80ph, Step 2 for Morgan Popp.

12/15/2025
Consent

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

3. Resolution 2025-1060

Stop Loss Insurance - Medical / RX - CRS #5993

Please authorize the Supervisor to sign an agreement with the HM Life Insurance Company of New York for the provision of Stop Loss coverage for calendar year 2026.

12/15/2025
Consent

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

4. Resolution 2025-1061

Abolishment of Title Resource Coordinator

WHEREAS, facing the COVID Pandemic in late 2019 and early 2020, Town of Amherst Officials believed the creation and implementation of a title and function, i.e. Resource Coordinator, geared toward coordinating, organizing, and developing a process for managing the documentation and certifications required during emergency management situations under certain federal and state agencies and legislation for reimbursement and recoupment of monies and resources expended under such emergency circumstances would be a practical and valuable asset to assist in coordinating such procedures; and

WHEREAS, the Resource Coordinator was intended to act as a liaison to departments involved in the procurement, payment/finance, recapture, reimbursement, and administration or use of municipal resources needed to carry out the mission of the municipality, and to work closely with both the Director of Finance and elected officials to develop and coordinate procedures to ensure compliance with Federal, State and Local requirements surrounding municipal states of emergency as well as day to day resource administration; and

WHEREAS, the Resource Coordinator Title has moved away from the Finance Department, where it is intended to be supervised per the job specification; and

WHEREAS, with the end of the COVID 19 Pandemic state of emergency and the end of many of the regulations, orders, and rules associated with that emergency, these duties are now appropriately being handled by other individuals throughout the Town, and a centralized person is not necessary to handle these functions; and

WHEREAS, the Town of Amherst has never made a permanent appointment to the title of Resource Coordinator; and

WHEREAS, the position of Resource Coordinator was not funded in the Town of Amherst 2026 Budget; and

WHEREAS, pursuant to relevant sections of New York State Civil Service Law positions in the competitive, noncompetitive or other classes may be abolished due to economy, consolidation or abolition of functions, curtailment of activities or otherwise;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby abolishes the title and position of Resource Coordinator effective at the close of business on December 31, 2025.

12/15/2025
A motion to approve was made by Councilmember Berger, seconded by Councilmember Szukala and approved 3-0 (recused, Kulpa).

RESULT:	**ADOPTED [3 TO 0]**
MOVER:	Jacqualine Berger, Councilmember
SECONDER:	Michael Szukala, Councilmember
AYES:	Berger, Szukala, Marinucci
ABSENT:	Lavin
RECUSED:	Kulpa

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-1062

2025 – 2030 Capital Improvement Program Amendment (CIP) Project No. P-1: Comprehensive Planning

Please adopt an amendment to the 2025-2030 CIP as indicated below. Please note that while the above request exceeds the amount approved in the CIP, the additional funds are necessary to deliver the full scope of work anticipated for the project. The Planning Department is seeking grant funds to supplement the CIP funds.

CIP No. - P-1
Project Description - Comprehensive Planning
2025 Bond Amount - $200,000 LA
Amend to - $250,000 LA

12/15/2025
Consent

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

2. Resolution 2025-1063

To Set a Date for the Second of the Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the FY 2026 Community Development Action Plan

WHEREAS, the Town is required to hold at least two public hearings for the 2026 Annual Action Plan, encompassing both the Community Development Block Grant and HOME applications; and

WHEREAS, the Town held the first public hearing on October 27, 2025 for the Plans, now therefore be it

RESOLVED, the Town Board of the Town of Amherst sets January 20, 2026 for the second public hearing for the 2026 Annual Action Plan.

12/15/2025
Consent

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

Q. POLICE:

1. Resolution 2025-1064

Training & Travel Request NCFI Mac Forensics Training Course

TOWN BOARD AGENDA ITEM : DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
NCFI Mac Forensics Training Course

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Hoover, Alabama from January 3, 2026 through January 15, 2026. The cost for the training and travel for this course is paid for by the organization hosting the course.

Thank you.

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

12/15/2025
Consent

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

2. Resolution 2025-1065

Contract Extension: Town of Tonawanda (CRS #5990) Intermunicipal Agreement: Police Tactical Team Cooperation

TOWN BOARD AGENDA ITEM : DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Contract Extension: Town of Tonawanda (CRS #5990) Intermunicipal Agreement: Police Tactical Team Cooperation**

Kindly adopt a resolution authorizing the Supervisor to execute the attached contract extension with the Town of Tonawanda with regard to the above matter. This will extend their current Intermunicipal Agreement for mutual support of APD & TTPD Emergency Response Teams. The original agreement was executed on April 10, 2025 (Town Board Resolution #2025-396) for a period of one (1) year and expires on December 31, 2025. It is mutually agreed by both parties to extend the current Intermunicipal Agreement for an additional one (1) year period with the terms and conditions remaining the same. The extension period will run from January 1, 2026 to December 31, 2026. This extension has successfully completed the Contract Routing Process.

Thank you.

MSL:hs
Attachment
c: Tim Koller, Deputy Town Clerk (w/attachment, Agenda Item: December 15, 2025)

12/15/2025
Consent

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

3. Resolution 2025-1066

Request for Additional Funds 2025 Asset Forfeiture Trust Account

TOWN BOARD AGENDA: DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Request for Additional Funds**
2025 Asset Forfeiture Trust Account

Kindly adopt a resolution authorizing the approval to spend up to an additional $40,000.00 from T2917 Asset Forfeiture Trust Account. This account is federally regulated by instituted guidelines regarding the expenditure of funds.

Thank you.

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

12/15/2025
Consent

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

4. Resolution 2025-1067

Training & Travel Request Technical Meeting with Broward Sheriff's Office

TOWN BOARD AGENDA ITEM : DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
Technical Meeting with Broward Sheriff's Office

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled technical meeting. This on-site meeting is being held in Ft. Lauderdale, Florida from December 11, 2025 through December 13, 2025. The cost for this meeting and travel is $1,642.18.

Thank you.

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

12/15/2025
Consent

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

5. Resolution 2025-1068

Grant Agreement FY 2025 Homeland Security Grant Program Red Team Exercise (CRS #6014) New York State Division of Homeland Security and Emergency Services

TOWN BOARD AGENDA ITEM: DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Grant Agreement**
FY 2025 Homeland Security Grant Program
Red Team Exercise (CRS #6014)
New York State Division of Homeland Security and Emergency Services

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the New York State Division of Homeland Security and Emergency Services with regard to the above-entitled matter. Approval of this grant agreement is contingent upon the successful completion of the Contract Routing process.

Thank you.

SPC:msl
Attachment

C: Tim Koller, Deputy Town Clerk **(Agenda Item: December 15, 2025)**

12/15/2025
Consent

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

6. Resolution 2025-1069

Grant Agreement Dormitory Authority of the State of New York (DASNY) (CRS #6015) Funding for APD Public Safety Dispatch Renovations

TOWN BOARD AGENDA ITEM: DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Grant Agreement**
Dormitory Authority of the State of New York (DASNY) (CRS #6015)
Funding for APD Public Safety Dispatch Renovations

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the Dormitory Authority of the State of New York (DASNY) with regard to the above-entitled matter. Approval of this grant agreement is contingent upon the successful completion of the Contract Routing process.

Thank you.

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

12/15/2025
Consent

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

7. Resolution 2025-1070

Bailey Avenue Training Facility: Flooring Removal & Repair GP Flooring Solutions (CRS# 6016)

TOWN BOARD AGENDA ITEM: DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Bailey Avenue Training Facility: Flooring Removal & Repair GP Flooring Solutions (CRS# 6016)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and GP Flooring Solutions (CRS#6016) with regard to the above-entitled matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing Process.

Thank you.

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

RESULT:	**WITHDRAWN**

8. Resolution 2025-1071

APD HQ Flooring Removal & Replacement GP Flooring Solutions (CRS #6017)

TOWN BOARD AGENDA ITEM: DECEMBER 15, 2025

TO: **Town Board**

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

RE: APD HQ Flooring Removal & Replacement
GP Flooring Solutions (CRS #6017)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and GP Flooring Solutions (CRS#6017) with regard to the above-entitled matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing Process.

Thank you.

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

RESULT: WITHDRAWN

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9. Resolution 2025-1072

Axon Enterprise, Inc. (CRS#: 6026) Outpost Camera Systems Installation

TOWN BOARD AGENDA ITEM: DECEMBER 15, 2025

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Axon Enterprise, Inc. (CRS#: 6026)
Outpost Camera Systems Installation

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Axon Enterprise, Inc. (CRS# 6026) with regard to the above-entitled matter. The first year of service after installation is at no cost to the Town. If the equipment works well with the Axon equipment already in place at the Police Department, the cost would be billed yearly. Approval of this grant agreement is contingent upon the successful completion of the Contract Routing process.

Thank you.

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

RESULT: WITHDRAWN

R. SENIOR SERVICES:

1. Resolution 2025-1073

Program Performer, Robert McElroy CRS #5984

We respectfully request Town Board permission to authorize the Supervisor to sign the Presenter/Performer Commitment Form between the Town of Amherst (Department of Senior Services) and Robert McElroy, performer (Breakfast with Santa program).

12/15/2025
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2025-1074

Travel Request Required Operator Training Courses

The Engineering Department is requesting re-approval to send four (4) employees to attend various courses held at Buffalo State University in Buffalo, NY in January and February 2026. These courses were originally approved with RES-2025-450 on 4/28/25. Due to staffing issues at the original training facility, the courses were cancelled. The new estimated costs with registration and per diem per each employee/course is listed below.

- Basic Laboratory Procedures in January 2026 for at $863.50 for two (2) employees.
- Activated Sludge Wastewater Treatment Process in February 2026 at $808.50 for two (2) employees.

Additionally, we would like to request approval to send one (1) employee to attend Basic Operations at the same location in January 2026. The estimated cost with registration and per diem is $1,762.20.

Funding for this request, totaling $5,106.20, will be available in accounts G9916-4850 and G9916-4040.

Thank you for considering this request.

12/15/2025
Consent

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

2. Resolution 2025-1075

Purchase Authorization EJ USA, Inc.

The Engineering Department – Sewer Maintenance Division is requesting the Town Board authorize purchase from EJ USA, Inc. for purchase of Manhole Frames and Covers in the amount of $19,555.80, using account G9000-2600 which requires Town Board approval.

12/15/2025
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2025-1076

Advertising Agreement and Trade - CRS #5983

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Amherst Bee News Group for advertising in 2026, pending successful completion of the Contract Routing System process.

12/15/2025
Consent

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

2. Resolution 2025-1077

2026 Golf Rates

Approve rates for 2026 at the Audubon Golf Course and the Audubon Par 3 as reviewed and presented by the Amherst Recreation Commission.

12/15/2025
Consent

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

3. Resolution 2025-1078

Permission to Auction 2011 Ford Escape

WHEREAS, the Amherst Youth & Recreation Department owns a 2011 Ford Escape (VIN # 1FMCU9DG0BKB47287) previously owned by the Town of Amherst Building Department, and

WHEREAS, the vehicle needs an estimated $6,000.00 worth of repairs in order to pass inspection, and

WHEREAS, at almost 15 years old and close to 100,000 miles it is not in the department's best interest to spend this amount of money,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board authorizes the Youth & Recreation Department to list this vehicle for auction.

12/15/2025
Consent

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

4. Resolution 2025-1079

Authorization to Pay Vendor

WHEREAS, the liner at the Clearfield Pool sustained two tears at the beginning of the season, and

WHEREAS, town staff were unable to repair the leaks, and

WHEREAS, Numarco has serviced both the Clearfield and North Forest Pools for many years, and

WHEREAS, the Youth & Recreation Department was in the midst of negotiating a new time and materials contract with the company, and

WHEREAS, the leaks were such that they could not wait for repair, and

WHEREAS, the company provided insurance and certified payroll,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board approves a payment of $1,200.00 to Numarco, Inc. for emergency repairs at the Clearfield Pool.

12/15/2025
Consent

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

5. Resolution 2025-1080

Authorization to Pay Vendor

WHEREAS, a shaft seal on the south end of the Northtown Center at Amherst suffered a blowout, and

WHEREAS, the Amherst Youth & Recreation Department's Supervising Maintenance Mechanic - HVAC was out of the country on vacation and the Facilities Department's HVAC Mechanic does not have any refrigeration experience, and

WHEREAS, the Town has a valid contract with Trane US, Inc. (CRS #3868) which includes labor and materials, and

WHEREAS, due to the fact that the repair could not wait until Town personnel were available, a Trane technician was called to the site, and

WHEREAS, as part of the repairs, the Trane technician was required to add R-22 to the system once the seal was repaired, and

WHEREAS, refrigerant is included in the contract but is usually bid out due to price volatility, and

WHEREAS, this was an emergency situation with no time for bidding,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board authorizes a payment of $29,444.00 to Trane US, Inc. to include labor and materials.

12/15/2025
Consent

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

6. Resolution 2025-1081

Travel Authorization

Authorize Eric Guzdek and Linda Groff to travel to Nashville, TN from 1/14/26 to 1/18/26 to attend the USA Hockey Winter Meeting. All costs will be covered by USA Hockey.

12/15/2025
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-128

Request for Public Hearing - 95 Snowberry Lane

Request from Eric Bennett for a public hearing with respect to the rezoning of 95 Snowberry Lane from SA to R-3.

This hearing has been scheduled for the first meeting in February.

12/15/2025
Consent

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

2. Communication 2025-129

Notice of Claim: David Ryan Vs. Town of Amherst

12/15/2025
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 3 unlisted items. The motion was seconded by Councilmember Berger and unanimously approved 4-0. Suspension of Rules was opened at 8:20 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 4-0. Suspension of Rules was closed at 8:23 PM.

1. Resolution 2025-1082

New York State Department of Environmental Conservation Invasive Species Grant Program – Round 4 Program for The Glen Park Spotted Lanternfly Trapping and Host Abatement Project

SUSPENSION AGENDA ITEM: DECEMBER 15, 2025

TO: Town Board

FROM: Angela Marinucci, Councilmember/Liaison

DATE: December 12, 2025

RE: **GLEN PARK JOINT ADVISORY COMMITTEE**

Town of Amherst
AUTHORIZING RESOLUTION
December 15, 2025
for
New York State Department of Environmental Conservation
Invasive Species Grant Program – Round 4
program for the
Glen Park Spotted Lanternfly Trapping and Host Abatement Project

WHEREAS, the New York State Department of Environmental Conservation (NYS DEC) has announced the availability of funding through the Invasive Species Grant Program – Round 4, supported by the Environmental Protection Fund, to assist municipalities with preventing, detecting, responding to, and managing invasive species across New York State; and

WHEREAS, the Town of Amherst is eligible to apply for such funding and desires to undertake a project entitled "Glen Park Spotted Lanternfly Trapping and Host Abatement Project" (the "Project") under the ISGP 2 – Terrestrial and Aquatic Invasive Species Rapid Response and Control category; and

WHEREAS, the total Project cost is $40,000, of which the Town of Amherst and the Village of Williamsville will jointly seek $30,000 in grant funding, and will collectively provide the required twenty-five percent (25%) match totaling $10,000; and

WHEREAS, the Town of Amherst and the Village of Williamsville agree to split the required match equally, with each contributing twelve and one-half percent (12.5%), or $5,000, which will be transferred to the Glen Park Fund for use toward the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Amherst hereby authorizes the Supervisor to execute a Memorandum of Understanding with the Village of Williamsville (CRS#6032) that authorizes and directs Christine Hunt, Mayor of the Village of Williamsville, to submit on behalf of both municipalities a grant application to the New York State Department of Environmental Conservation for funding under the Invasive Species Grant Program – Round 4, and to execute all documents, contracts, and agreements necessary to carry out the Project and comply with all program requirements; and

BE IT FURTHER RESOLVED, that the Town Board hereby commits to providing twelve and one-half percent (12.5%), or $5,000; Town's share of the required local match, to be paid from Town funds, and affirms that such match shall not include other State or federal grant funds; and be it further resolved that the Town's contribution shall be deposited directly into the Glen Park Fund, which is the jointly supported account used exclusively for authorized maintenance, improvement, and environmental management activities within Glen Park.

BE IT FURTHER RESOLVED, that the Village of Williamsville shall assume full responsibility for administering the Project, including managing the Glen Park Fund and making all payments to consultants, contractors, and vendors associated with the Project, and that all such expenditures shall be processed and disbursed solely by the Village in accordance with applicable laws, grant requirements, and established municipal financial procedures.

12/15/2025
A motion to approve was made by Councilmember Berger, seconded by Councilmember Szukala and unanimously approved 4-0.

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

2. Resolution 2025-1083

Prairie Ponds Apartments Affordable Housing PILOT Request

SUSPENSION AGENDA ITEM#2: DECEMBER 15, 2025

TO: Town Board

FROM: Jacqualine Berger, Councilmember

DATE: December 15, 2025

RE: **Prairie Ponds Apartments Affordable Housing PILOT Request**

Contract #6031

Windsor Turner, LLC Professional Services Contract

Purpose: ***To authorize the Supervisor to execute a contract with Windsor Turner, LLC for a Financial Reasonableness Assessment on the Prairie Ponds Apartments Affordable Housing PILOT request.***

WHEREAS, Prairie Ponds Apartments LLC has submitted a request to the Town for participation in the Erie County Affordable Housing Payment in Lieu of Taxes ("PILOT") Policy; and

WHEREAS, as part of the Town's review process, Town staff evaluates if the request meets the requirements of the County Policy and seeks to ensure that any tax incentive granted is financially justified, consistent with public policy objectives, and protects the fiscal interests of the Town; and

WHEREAS, the Prairie Ponds PILOT request warrants an independent assessment of the financial reasonableness of the proposed Affordable Housing PILOT; and

WHEREAS, Windsor Turner, LLC is a consulting firm with specialized expertise in real estate finance, affordable housing development, and proforma financial analyses; and has submitted a proposal to provide a financial reasonableness assessment of the PILOT application; and

WHEREAS, the cost of such services will be funded through a fee charged to the Prairie Ponds Apartments PILOT applicant; now, therefore

BE IT RESOLVED, subject to the satisfactory completion of the contract routing process, that the Amherst Town Board hereby authorizes the Town Supervisor to execute a contract with Windsor Turner, LLC to provide a financial reasonableness assessment related to Erie County's Affordable Housing PILOT for Prairie Ponds Apartments LLC; at a contracted amount not to exceed $4,680.

12/15/2025
A motion to approve was made by Councilmember Berger, seconded by Councilmember Szukala and unanimously approved 4-0.

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

3. Resolution 2025-1084

Participation in National Grid Energy Savings Plan Agreement - CRS ID# 6029

SUSPENSION TO TOWN BOARD AGENDA ITEM #3: DECEMBER 15, 2025

TO: Michael Szukala, Councilmember/Liaison

FROM: Dan Rizzo, Facilities Support

DATE: December 15, 2025

RE: Participation in National Grid Energy Savings Plan Agreement - CRS ID# 6029

Please consider adoption of the following resolution as a suspension item to tonight's Town Board agenda.

WHEREAS, the Facilities/Building Maintenance Department is performing an LED lighting replacement project at the Amherst Senior Center Parking Lot located at 370 John James Audubon Parkway; and

WHEREAS, Graybar, a National Grid approved contractor, will provide the lights in accordance with the National Grid Energy Savings Plan Agreement; and

WHEREAS, National Grid will provide an incentive for the parking lot LED lighting improvements under its Energy Savings Plan Agreement; and

WHEREAS, the National Grid incentive for the LED lighting improvements is set to expire at the end of the current calendar year, requiring Town Board approval prior to that date in order to secure the incentive; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes participation in the National Grid Energy Savings Plan Agreement for the LED lighting replacement project; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute the National Grid Energy Savings Plan, contingent upon successful completion of the contract review and routing process.

12/15/2025
A motion to approve was made by Councilmember Szukala, seconded by Councilmember Berger and unanimously approved 4-0.

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

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 Councilmember Berger and unanimously approved 4-0. Public Expression was opened at 8:23 PM.

The following speakers addressed the Town Board:
Joe Voytovich, 35 Bucyrus Dr – Open Government Advisory Board
Charlie Grochowiak, 92 Linwood Ave - Resolution 2025-1072

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 4-0. Public Expression was closed at 8:29 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 4-0. The Town Board meeting of December 15, 2025 was adjourned at 8:35 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31276 **RESOLUTION 2025-1036** **HEARING CLOSED**

Local Law to Amend the Zoning Ordinance to Create an Urban Renewal Area Overlay District (URAOD)

A public hearing regarding the proposed Local Law to Amend the Zoning Ordinance, creating an Urban Renewal Area Overlay District (URAOD).

12/15/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:26 PM.

Laurie Stillwell, Community Development Director and Attorney Chuck Malcomb, presented.

The following resident spoke:
Joe Voytovich, 35 Bucyrus

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was closed at 7:50 PM.

RESULT:	**HEARING CLOSED**

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 Di

Town Board Agenda of December 15, 2025

December 5, 2025

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

Subject: Proposed Zoning Code Text Amendment: Local Law to amend the Zoning Ordinance, creating an Urban Renewal Area Overlay District (URAOD), Town of Amherst, Petitioner. (ZTA-2023-05).

Honorable Members:

The proposed text amendment will create a new overlay district, the Urban Renewal Area Overlay District (URAOD). An overlay district is a special zoning area that adds provisions to existing (underlying) zoning to achieve specific goals. The Urban Renewal Area Overlay District will apply to the Boulevard Mall area parcels as delineated in the map provided on page 14 (Exhibit 1) and described in the draft Local Law. The proposed URAOD improves flexibility and provides incentives to promote/attract redevelopment of the former Mall area, while also responding to the area's geographic limitations and supporting a more phased progression toward the Boulevard Central District Urban Renewal Plan's desired buildout density.

DRAFT LOCAL LAW
The following changes are proposed to Chapter 203 (Zoning) of the Town Code.

Chapter 203, Zoning, Part 5, Special Purpose and Overlay Districts is hereby amended to add a new section, §5-10, to read in its entirety as follows:

§5-10. Urban Renewal Area Overlay District (URAOD)

5-10-1. Purpose and Goals

The purpose of the Urban Renewal Area Overlay District (URAOD) is to use the authority granted by New York Town Law §261-c and the Municipal Home Rule Law to provide flexibility in the review and phasing of development within the Urban Renewal Area in Town, in order to incentivize and support redevelopment consistent with the Town's Comprehensive Plan and Urban Renewal Plan.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

The Town Board finds that this approach will (A) promote the most appropriate uses in the Urban Renewal Area; (B) improve the design, character and quality of new developments; (C) encourage a harmonious and appropriate mixture of uses; (D) facilitate the adequate and economic provision of streets, utilities, and public services; (E) promote architecture that is compatible with surrounding areas; and (F) provide suitable design responses to specific environmental constraints of the site and surrounding area.

5-10-2. Definitions

As used herein:

A. "Urban Renewal Area Overlay District" or "URAOD" means an overlay zoning district designated by the Town Board within the Urban Renewal Area.

B. "Urban Renewal Area" shall mean the area(s) designated by the Town Board pursuant to §504 of the New York General Municipal Law.

C. "Urban Renewal Area Overlay District Law" shall mean the Local Law that was adopted to add §5-10 to Chapter 203, Zoning, Part 5, Special Purpose and Overlay Districts.

5-10-3. Creation of Urban Renewal Area Overlay District ("URAOD") No. 1 and General Rules

A. The Urban Renewal Area Overlay District ("URAOD") No. 1 encompasses the area depicted on the Town's Official Zoning Map.

B. The Town Board may create other URAODs pursuant to the procedures for amending the Town Zoning Map.

C. A URAOD is an overlay zoning district and shall supersede the requirements of the underlying base zoning districts where indicated herein.

5-10-4. Site Plan Review Procedures

A. No building permit shall be issued in the URAOD unless Site Plan approval is obtained, following the procedures set forth in §8-7. In determining whether to approve an application for Site Plan approval, the following additional factors may be considered:

1) Conformity with the Town's Comprehensive Plan, the Urban Renewal Plan, and the Boulevard Mall Development Standards (§5-10-6);

2) The compatibility of the proposed with the existing character of the neighborhood;

3) Compatibility of uses adjacent to one another;

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

4) Such other matters as may be considered pertinent, provided they have been established by the Town Board in the Town's Comprehensive Plan or Urban Renewal Plan.

5-10-5. Modifications

A. Notwithstanding any other provisions to the contrary, upon application to the Planning Department, Approved Site Plans may be modified and amended consistent with this Section. The classification of a modification application as a Major Amendment or Minor Amendment is within the discretion of the Planning Director, subject to the criteria and guidelines set forth herein.

B. An application that meets any one of the following shall constitute a Major Amendment:

1) A 10% change in the total number of residential units (either more or less than proposed);

2) Adding more than 25,000 sq. ft. within the entire proposed development;

C. The following criteria may be considered by the Planning Director in determining whether to classify a modification application as a Major Amendment or Minor Amendment:

1) Suggested changes to the *Key Streets & Frontages Plan* (Figure 1);

2) Deviation from the approved building(s) elevation(s)/design(s) such as façade materials, color, transparency and blank wall, and entranceway spacing.

3) Modifications to parking, including the conversion of surface parking to structured parking.

D. Any application for modifications or amendment to Site Plan Approval shall be in writing and contain such information as required for the application as set forth in §8-7. The Planning Director may (a) waive any specific application requirement which he/she determines unnecessary to the consideration of the application; and (b) may require any additional information which he/she determines may be helpful to the consideration of the application.

5-10-6. Boulevard Mall Development Standards

This section shall be applicable only within URAOD No. 1. The Boulevard Mall Development Standards aim to refine the framework of potential redevelopment outlined in the Boulevard Central District Urban Renewal Plan. It envisions the Boulevard Mall site transformed incrementally into a walkable, mixed-use, transit-oriented development serving contemporary retail and residential demands, while creating a thriving new "center" for the local community and the greater region.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

A. Zoning Districts

1) It is the intent of the URAOD Local Law to function in conjunction with the Center District regulations established under §5A. However, within the geographic boundaries of this overlay district, the Planning Board shall have the authority to permit the uses, dimensional standards, and/or general development standards set forth in §4-7 (Shopping Center District) in lieu of §5A provided the applicant expressly invokes this option in the development application.

B. Streets, Blocks and Connections

1) Core Streets

   a. The location and rights-of-way dimensions of all Core Streets are fixed elements of the Development Standards. These streets must be established in the general locations and dimensions depicted in the *Key Streets & Frontages Plan* (see Figure 1) and in the *Street Sections* (see Figures 2 and 3) in order to: (1) set a baseline for block size, location and orientation; (2) dictate cohesive street design; (3) outline street development phasing; (4) direct infrastructure routes and access; and, (5) protect key site feature locations, such as public open spaces and other community amenities. The final location may be modified as part of the site plan application to better align with the final design.

   b. Core Streets depicted in the *Key Streets & Frontages Plan* (Figure 1) will be constructed first within the initial phases of development.

   c. The minimum required percentage of Core Streets, as set forth in §5A-7-13.A, §5A-3-6, §5A-3-7, and §5A-3-8 shall not apply to development within the URAOD.

   d. The continuous connectivity requirements of Core Streets, as specified in §5A-7-13.B and C, shall apply only as illustrated in the *Key Streets & Frontages Plan* (see Figure 1).

2) Blocks

   a. The site shall be divided into a minimum of four blocks as depicted on the *Key Streets & Frontages Plan* (see Figure 1). Such blocks may exceed the maximum perimeter and block length standards established by the §5A zoning districts.

   b. Internal streets established within these four blocks through additional street development may be constructed in accordance with the right-of-way dimensions illustrated in the *Street Sections* (Figures 2-4) or as otherwise permitted under §5A-6, subject to compliance with all applicable fire access requirements of the NYS Uniform Fire Prevention and Building Code.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

3) Pedestrian Walkways and Multi-Use Trails

   a. Pedestrian walkways and multi-use trails are strongly encouraged throughout the development to create safe connections. These may be used to connect elements of the public realm such as streets and/or other walkways, public sidewalks, public open spaces, and/or public amenities, such as a community center. When utilized, walkways and multi-use trails shall align with and extend any block network established within the site and to areas adjacent to the site.

      i. Pedestrian walkways must meet the National Accessibility Standard (ICC/ANSI A117.1-2017).

      ii. Multi-use Trails must be a minimum of 12 feet wide.

4) Parking

   a. On-street parking must be provided on all Core Streets identified on the *Key Streets & Frontages Plan* (see Figure 1) and as depicted in the *Street Sections* (see Figures 2 and 3).

   b. Development within the URAOD is not required to meet minimum off-street vehicle parking requirements as outlined in §5A-9-1.A.(1) or §7-1-6.A.

   c. Structured parking is encouraged, especially if incorporated into larger vertical mixed-use or residential buildings, to support future density by reducing the need for large surface parking lots, and opening up space for additional building development.

   d. Surface parking is encouraged to be largely placed behind buildings or otherwise screened wherever possible; however, surface parking is anticipated along Niagara Falls Boulevard, Alberta Drive, and Maple Road due to the assigned Boulevard Frontage.

5) Mobility Options

   a. Wherever possible, space for mobility amenities such as bike racks, charging stations, car shares, or bus loading areas are encouraged to reduce the need for individual vehicular parking and to provide equitable access to and from the area.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

C. Built Form and Use

1) Building Uses
   a. Prohibited Uses: The following uses are prohibited across the entire URAOD No. 1 Area: single-family detached units, motor services and vehicular sales (with the exception of small indoor showrooms of 10,000 sq. ft. or less).

   b. Restricted Uses: Drive-throughs are permitted only on parcels with frontages on Niagara Falls Boulevard and Maple Road. Loading and automotive stacking shall be prohibited between the public road right-of-way and the building façade.

   c. Vertical mixed-use buildings may be provided fronting public open spaces (either directly adjacent to or across an adjacent street). First-floor uses in such buildings directly fronting public open space shall enhance these environments and support compatible interaction between the green space and streetscape. Such uses include restaurants, entertainment, retail or hospitality.

2) Frontages.

   a. Frontage requirements for each parcel, not withstanding any other law to the contrary, shall only be required to be met on one side of a parcel initially (as in-fill development occurs over time) with primary street designation selected by the applicant where the site abuts more than one street (existing or proposed).

   b. All buildings fronting along Niagara Falls Boulevard, Maple Road, and Alberta Drive shall comply with the Boulevard Frontage Type requirements, as illustrated in Figure 5, regardless of which zoning regulations are applied pursuant to §5-10-6.A.1.

   c. In cases where the right-of-way creates an irregular property line, build-to maximums of the Boulevard Frontage Type may be increased to preserve continuous alignment of building facades and circulation aisles along the streetscape of larger blocks, with limitations that there will be no more than two rows of parking and a drive aisle.

3) Building Height

   a. The existing underlying Zoning Districts regulate base building height requirements; however, the Planning Board may allow up to two (2) additional stories (up to 15 feet/story maximum) in height onto the base zoning height maximum for developments that include structured parking.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

4) Design Considerations

a. Notwithstanding any other provision to the contrary, cohesive design elements (signs, lighting, landscaping, etc.) and building materials that are of high quality are essential for creating a distinct character and atmosphere across an area where multiple developers are anticipated to contribute projects. While architectural styles should vary to some degree to create streetscape interest, design elements must establish cohesion amongst public areas/rights-of-way, street furniture, and common spaces to maintain consistency and enhance the overall aesthetic of an area. The Town may require that proposed site features have a consistent design with those that have already been constructed.

b. Human-scale design elements, such as awnings, canopies, and engaging storefronts are encouraged to promote effective foot-traffic on primary Core Streets and frontage abutting the primary public open space.

c. Loading and/or service areas and mechanical equipment shall be screened and/or designed in such a manner that makes them less prominent along street fronts.

D. Open Spaces

1) Public open spaces are intended to serve as active community gathering places that promote social interaction, community engagement and recreational activity.

a. With the Planning Board or Town Board's approval, publicly-owned open space may be credited towards satisfying a portion of the open space requirement.

b. Limited temporary commercial uses may be permitted within public open spaces, including kiosks, vendor markets, restrooms, food stands, and similar amenities that enhance the functionality and vibrancy of the space.

2) Open spaces provided in excess of the required minimum percentages during an earlier phase of development may be credited towards satisfying the open space requirements of subsequent phases, provided such phases occur within parcel(s) under common ownership.

3) The provision mandating required open space be provided in one contiguous area (§5A-7-2.B(5)), shall not apply to development within the URAOD.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

4) Both public and private open spaces can include such elements as green lawns, plazas, paths and trails, trees and other landscaped areas, water features, sport courts, playgrounds, dog parks, gardens, pavilions and seating areas.

5) Beyond public open spaces, additional open spaces are encouraged throughout the site. These should be indicated as either public or private.

Section 2: Severability. Should any provision of this Local Law be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

Section 3: Effective Date. This Local Law shall be effective upon filing with the Secretary of State in accordance with the Municipal Home Rule Law.

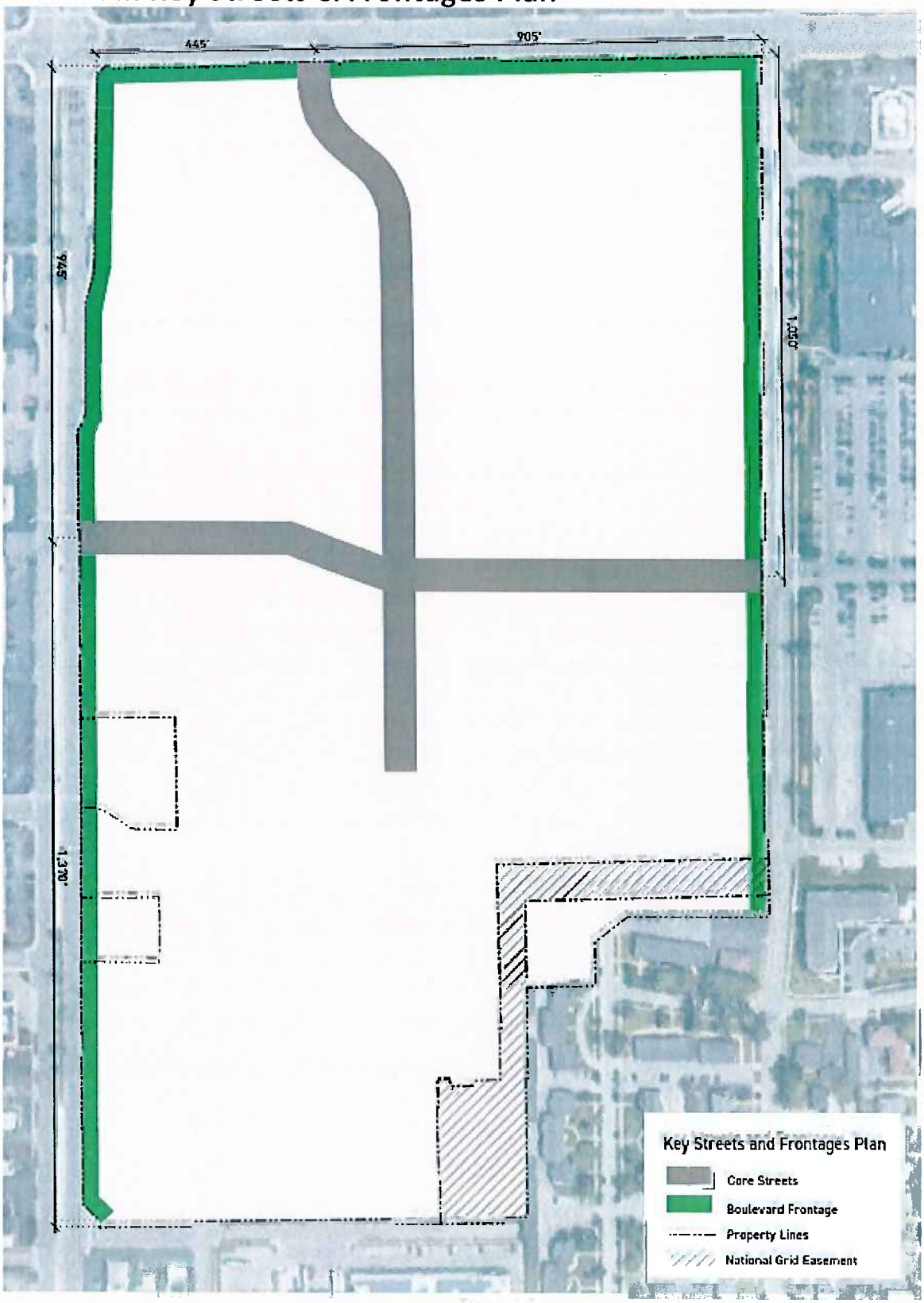
Amendment of the Official Zoning Map (as adopted January 19, 1976): The Official Zoning Map of the Town of Amherst is hereby amended to include the Urban Renewal Area Overlay District ("URAOD") No. 1 (see Exhibit 1). URAOD No. 1 is described as follows:

Beginning at the south east corner of the intersection of Niagara Falls Boulevard and Maple Road, the Urban Renewal Overlay District No. 1 extends approximately 1,329 feet east along the southern border of the Maple Road right-of-way to the north eastern corner of the 3893 Maple Road parcel (SBL-54.03-1-13), then turns southerly along the western border of the Alberta Drive right-of-way for approximately 1,715 feet to the south eastern corner of the 1265 Niagara Falls Boulevard (SBL-54.03-1-24.21) parcel (the portion of the parcel split off from the main parcel to the south of the National Grid parcel (SBL- 54.03-1-12.1)), then turns westerly for approximately 329 feet along the southern parcel line of 1265 Niagara Falls Boulevard, then turns at a diagonal along a portion of the 1265 Niagara Falls Boulevard parcel line heading south westerly for approximately 81 feet, then turns southerly for approximately 78 feet, then turns westerly for approximately 145 feet, then turns southerly along the National Grid parcel line for approximately 479 feet to the northern border of the Almeda Avenue right-of-way, then turns westerly along the northern border of Almeda Avenue for approximately 893 feet to the south western corner of the 1261 Niagara Falls Boulevard parcel (SBL-67.06-1-1.111), and then turns northerly along the eastern border of the Niagara Falls Boulevard right-of-way for approximately 2,315 feet back to the southeast corner of the intersection of Niagara Falls Boulevard and Maple Road (the beginning point).

The Urban Renewal Area Overlay District No. 1 totals approximately 68.7 acres and includes 10 existing parcels.

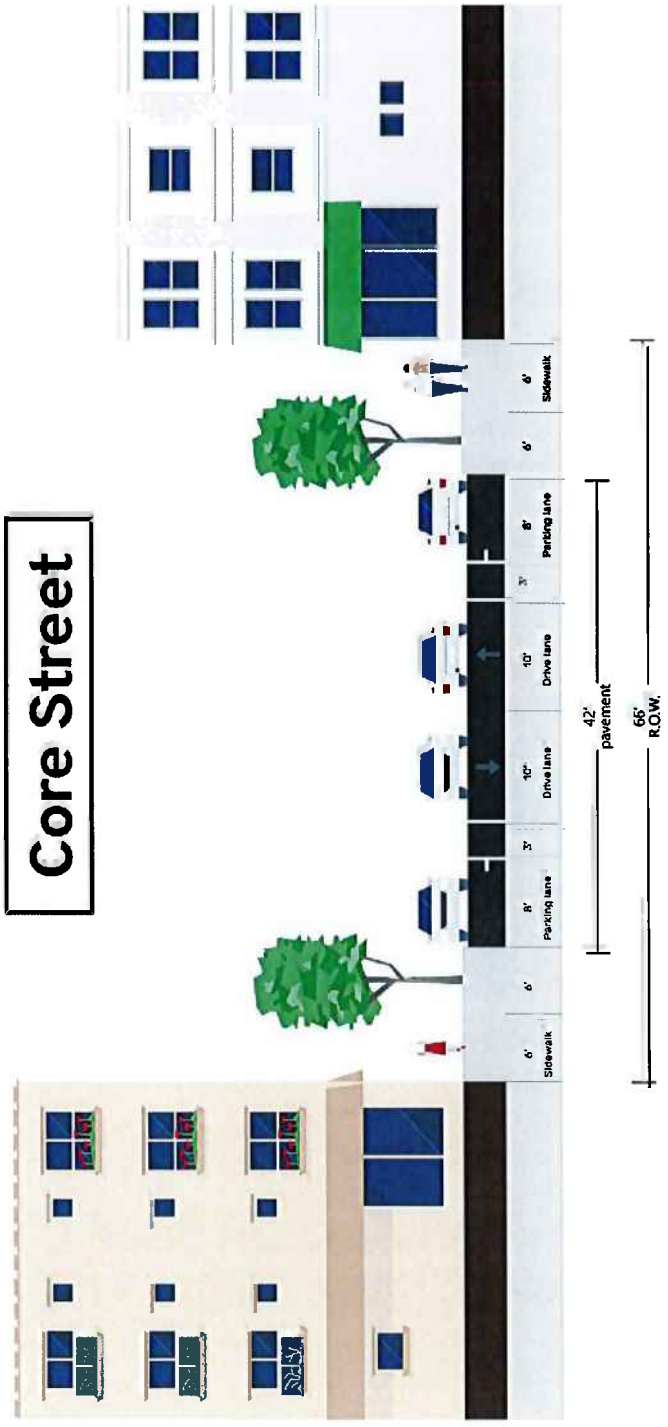
Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

FIGURE 1: Key Streets & Frontages Plan



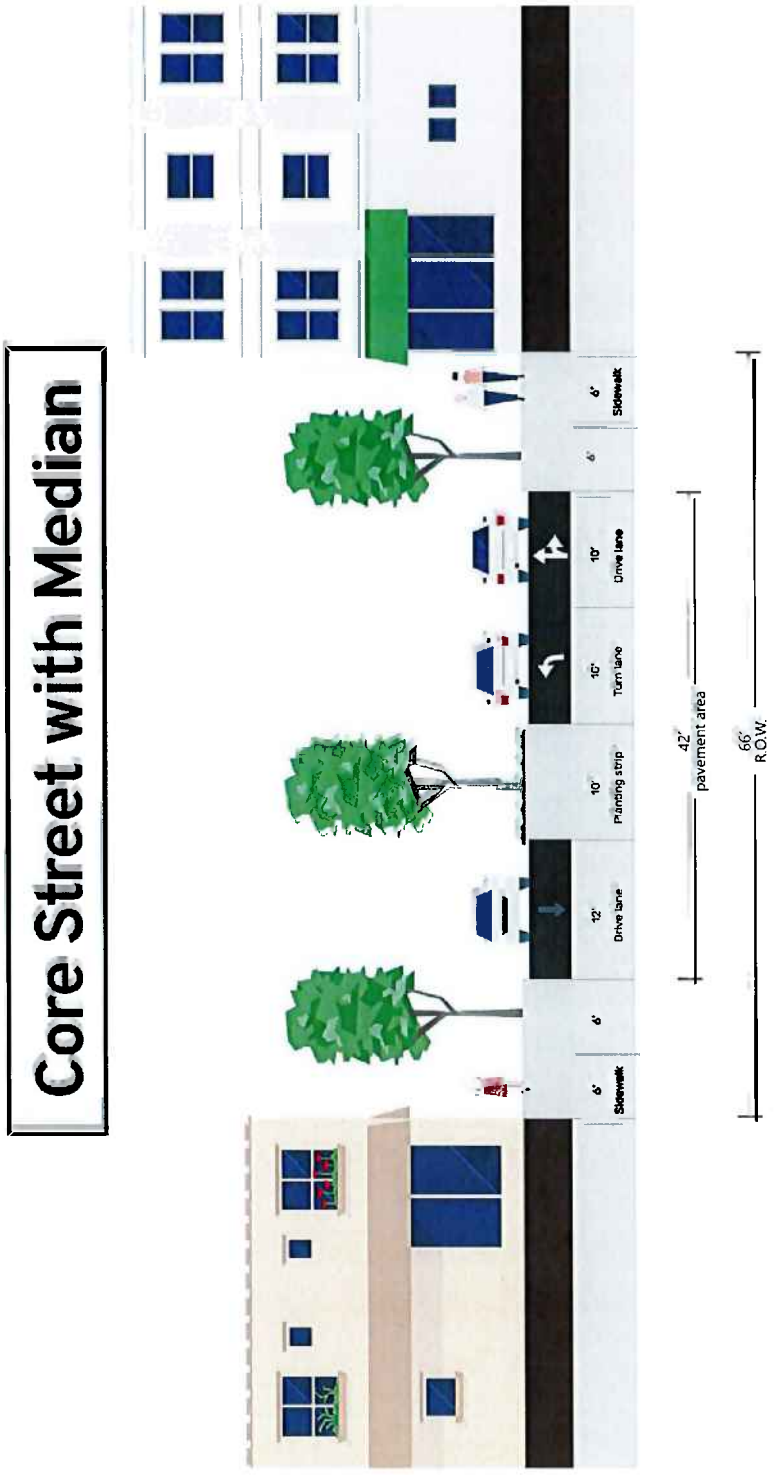
Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

FIGURE 2: Core Street Section



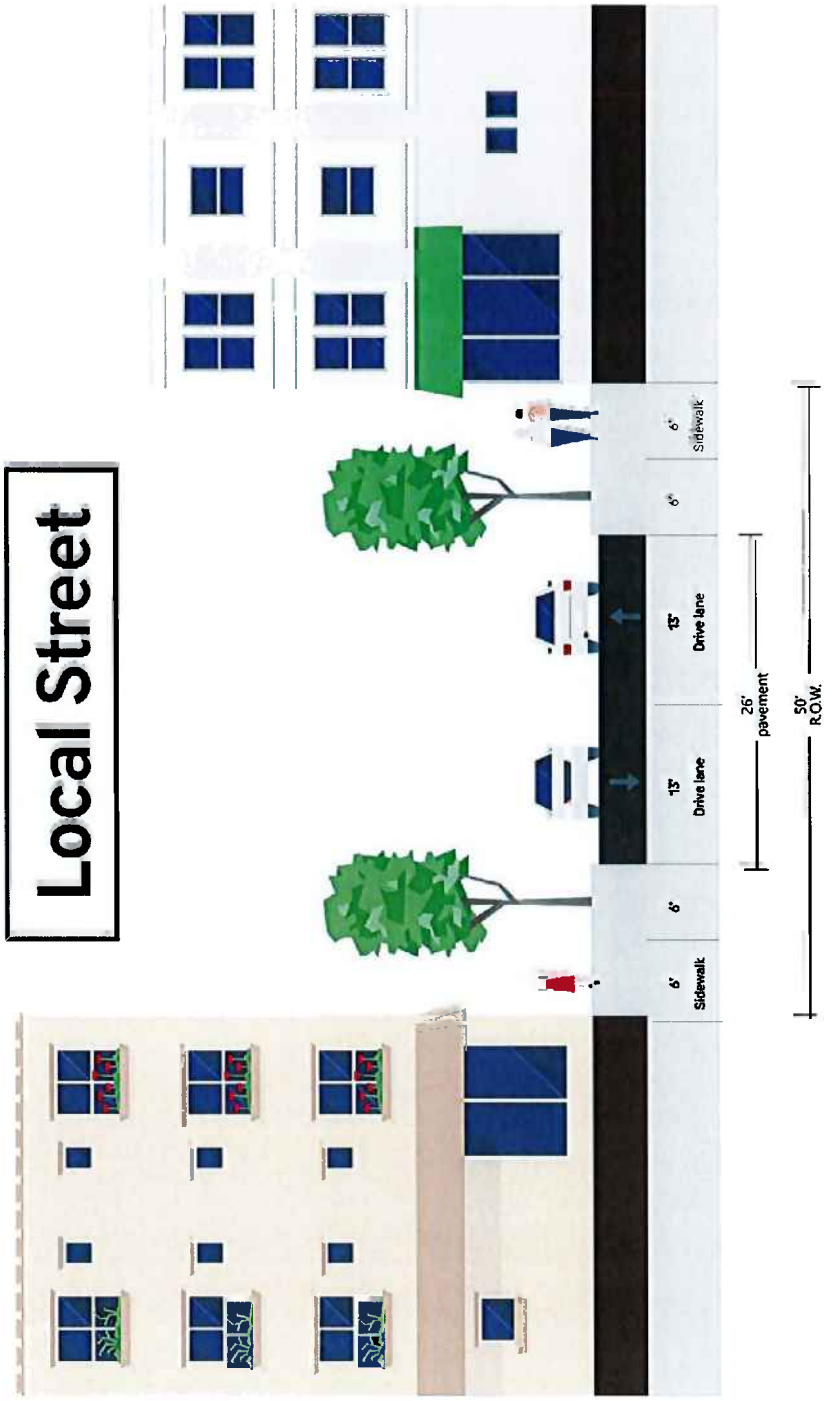
Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

FIGURE 3: Core Street with Median Section



Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

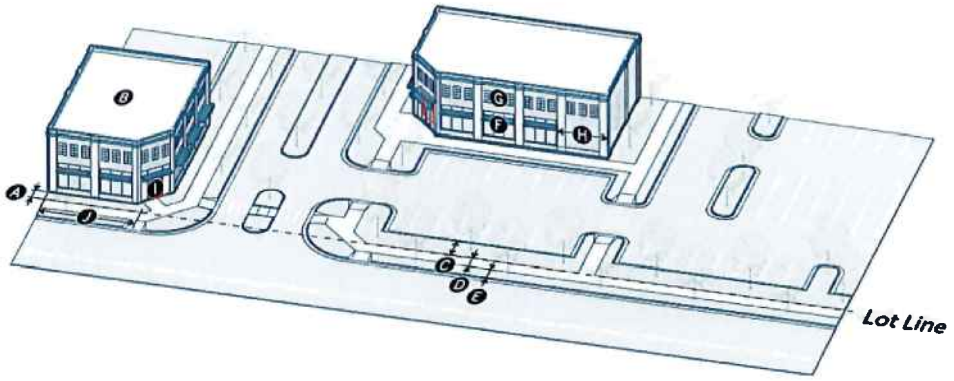
FIGURE 4: Local Street Section



Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

FIGURE 5: Boulevard Frontage

Boulevard Frontage

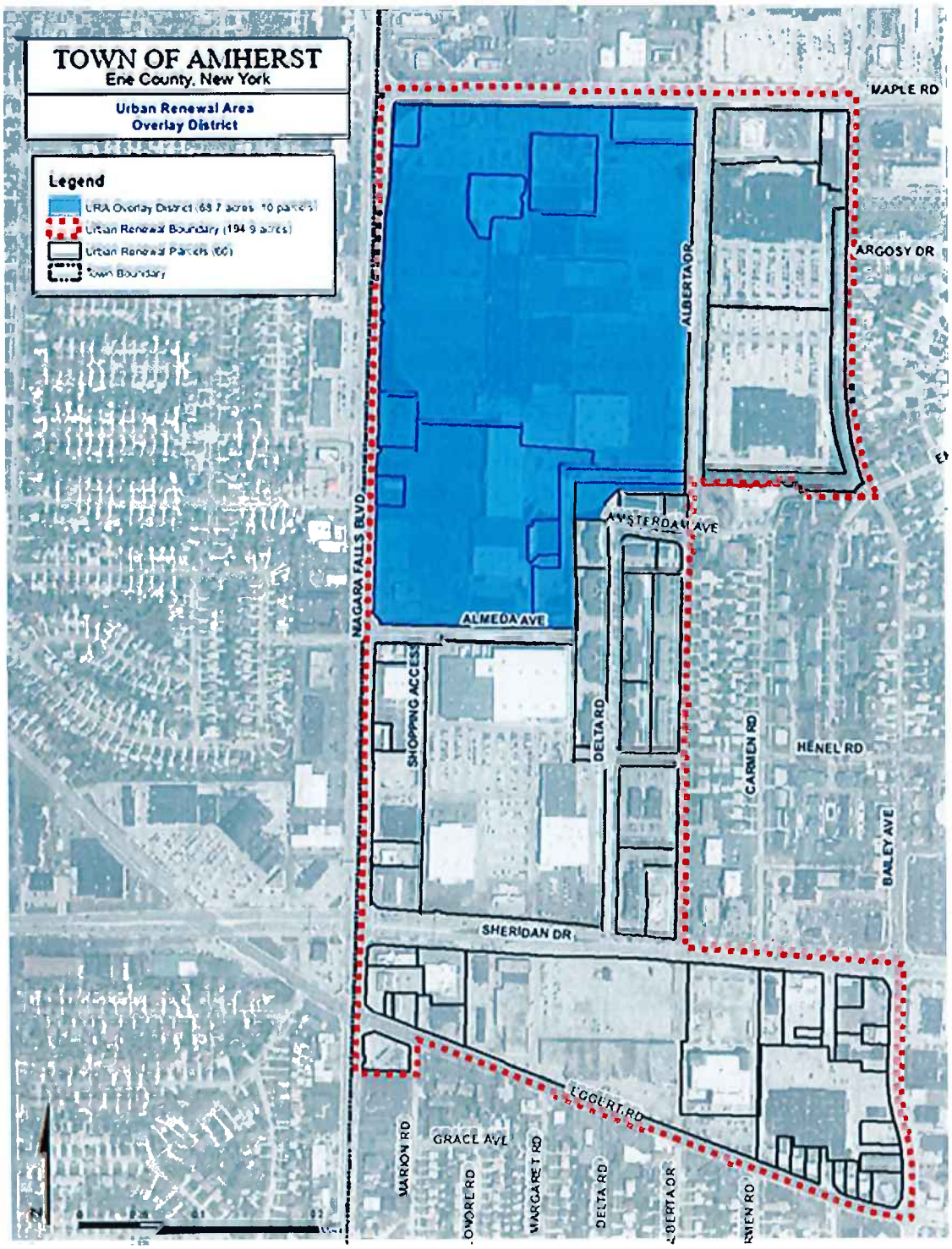


		Residential	Non-residential
BUILDING SETBACKS			
A	Build-to zone	10' min/ 102' max	
	Lot frontage	n/a	
B	Corner frontage	Not Required	
BUILDING MASS			
	Street-facing building length	n/a	
PARKING SETBACKS			
C	Minimum setback	10' min	
STREETSCAPE			
D	Clear pedestrian zone	6' min	
E	Curb zone	10' min	
	Tree planting type	Tree lawn	
	Tree spacing	35' on-center avg.	
STORY HEIGHT			
	Ground floor elevation	2' min / 4' max	0' min / 2' max
	Ground story height	9' min	13' min
TRANSPARENCY			
F	Ground story	20% min	50% min
G	Upper story	20% min	20% min
H	Blank wall length	40' max	40' max
PEDESTRIAN ACCESS			
I	Street-facing entrance	Required	Required
J	Entrance spacing	100' max	100' max

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

EXHIBIT 1: Urban Renewal Area Overlay District (URAOD) No. 1 Map

(depiction of Zoning Map Amendment)



Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The proposed changes to Chapter 203 are consistent with the policies in the Comprehensive Plan discussed within Chapter 3. Section 3.2, specifically Policy 3-1 that is to expand provisions and incentives for mixed-use development of commercial centers, and Policy 3-9 to advance the redevelopment and revitalization of underutilized, obsolete and vacant properties for economically viable uses.

The Boulevard Central District Focal Area Plan (within the Comprehensive Plan) also recommends measures to "re-imagine a declining suburban mall (Boulevard Mall) into a new mixed-use center with buildings of varying scales, walkable streets and open spaces that serve as hubs of activity and vibrancy for the area.". These include "employing mixed-use zoning and financial incentives to foster a predictable development review path to encourage reinvestment" in the BCD; as well as, the development of the Generic Environmental Impact Statement (GEIS) as a means to "advance redevelopment of the BCD", and "provide the development community with predictability and assure the Town development impacts can be mitigated."

INTENT AND OBJECTIVES OF THE URBAN RENEWAL PLAN

The proposed changes are consistent with the Urban Renewal Plan, as it specifically calls for the "Town Board to consider adopting specialized provisions for the Urban Renewal Area that will allow for flexibility in the review and approval of specific development projects noted herein." and "New ordinances, provisions, or amendments to existing codes may occur to effectuate the Urban Renewal Plan." (Section 9 Code & Ordinance Changes to Implement the Plan).

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

Major deviations from the underlying code reflected in the URAOD's development standards primarily address provisions within §5A (Mixed Use Center Retrofit Districts) that have proven challenging to implement in practice. The current rigid requirements regarding infill placement, internal street layout, and priority street build-to-lines, result in limits to phasing and flexibility for redevelopment. As a result, projects often pursue rezoning or excessive variances to achieve viable outcomes. Given the goals of the Comprehensive Plan and Urban Renewal Plan for redevelopment of the site, marketability of the property for redevelopment, and recognizing that redevelopment of this scale will occur incrementally over a 20-30 year horizon, if the Board concurs the existing code must be amended to address these constraints.

This request is consistent with Chapter 203, Sections 1-2-2 H, I, J and K which seeks to assure that structure and land use arrangements are aesthetically harmonious with nearby areas and structures; regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety; establish zoning patterns that insure economical extensions for sewers, water supply, waste disposal and other public utilities; and guide 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.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

RECOMMENDATION

At its meeting of November 20, 2025, the Planning Board held a public hearing on the subject request. The Planning Board recommended that the subject Zoning Code text amendment be approved with the following revisions requested by the Town Attorney's office (such revisions have been incorporated in the Draft Local Law before the Town Board);

1. **Pedestrian Walkways – Minimum Dimensional Standard**
   Revise the minimum required width for Pedestrian Walkways under Section 5-10-6. B. 3.a.i. to align with the dimensional requirements established under **ICC/ANSI A117.1-2017**, which mandates a minimum clear width for accessible routes.
2. **Surface Parking – Inclusion of Alberta Drive**
   Add "**Alberta Drive**" to the list of streets where surface parking is anticipated in front of buildings, under section **5-10-6.B.4.d.** This revision ensures the text corresponds with **Figure 1: Key Streets and Frontages Plan**, maintaining consistency between the narrative regulations and the graphic plan.
3. **Build-to Maximums – Adjustment for Irregular Property Lines**
   Add a new provision under **Section 5-10-6.C.2** as follows: *"In cases where the right-of-way creates an irregular property line, build-to maximums of the Boulevard Frontage Type may be increased to preserve continuous alignment of building facades and circulation aisles along the streetscape of larger blocks, with limitations that there will be no more than two rows of parking and a drive aisle*." This addition provides flexibility for developers where irregular lot lines exist, ensuring that building facades and circulation elements maintain a consistent and orderly streetscape.
4. **Section 5-10-6.D.1.a. – Approval Authority**
   Revise Section **5-10-6.D.1.a.** to read: *"With the Planning Board or Town Board's approval... "*. This correction reflects existing agreements the Town Board has made and may consider in the disposition of property for redevelopment, ensuring the regulation aligns with the Town's established procedures and discretion.

The proposed Zoning Ordinance Amendment is limited to the geographic area shown in Exhibit 1 (page 14) and is within the Boulevard Central District, for which a Final Generic Environmental Impact Statement (FGEIS) has been accepted and a Statement of Findings was adopted by the Town Board on January 6, 2020. The proposed zoning amendment is found to be consistent with the FGEIS and Statement of Findings, therefore the requirements of SEQR are complete, no further environmental review is necessary. A Draft Resolution of approval is attached, should the Town Board desire to consider the resolution after the close of the public hearing.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

DH/LS/ac
Att.
X:\Current_Planning\Files\Text Amendments\ZTA-2023\ZTA-2023-05_(Urban_Renewal_Area_Overlay_District)\ZTA-2023-05_TB Letter 121525.docx
cc: Steve Bengart, Town Attorney
Liz Burakowski, Director of Special Projects

Planning Board Approval November 20, 2025
Ayes 5, Noes 0; Absent 2 (Chmiel, Kahn)

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31228 **RESOLUTION (ID # 31228)**

Adoption of Local Law to Amend Chapter 203 (Zoning) Creating an Urban Renewal Area Overlay District (URAOD) (ZTA-2023-05)

WHEREAS, 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 November 20, 2025 that the proposed Zoning Ordinance amendment for the creation of an Urban Renewal Area Overlay District (URAOD) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and

WHEREAS, pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, a Final Generic Environmental Impact Statement (FGEIS) has been accepted and a Statement of Findings was adopted by this Board on January 6, 2020 for the Boulevard Central District, and

WHEREAS, the proposed zoning ordinance amendment creating the Urban Renewal Area Overlay District (URAOD) affects the geographic extent of the former Boulevard Mall, which is located within the Boulevard Central District, and

WHEREAS, the proposed zoning ordinance amendment is found to be consistent with the FGEIS and statement of findings, therefore the requirement of SEQR are complete, NOW THEREFORE BE IT

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend Chapter 203 (Zoning) of the Town Code and to amend the Town Zoning map to create an URAOD District No.1 as hereafter:

DRAFT

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

Beginning at the south east corner of the intersection of Niagara Falls Boulevard and Maple Road, the Urban Renewal Overlay District No. 1 extends approximately 1,329 feet east along the southern border of the Maple Road right-of-way to the north eastern corner of the 3893 Maple Road parcel (SBL-54.03-1-13), then turns southerly along the western border of the Alberta Drive right-of-way for approximately 1,715 feet to the south eastern corner of the 1265 Niagara Falls Boulevard (SBL-54.03-1-24.21) parcel (the portion of the parcel split off from the main parcel to the south of the National Grid parcel (SBL- 54.03-1-12.1)), then turns westerly for approximately 329 feet along the southern parcel line of 1265 Niagara Falls Boulevard, then turns at a diagonal along a portion of the 1265 Niagara Falls Boulevard parcel line heading south westerly for approximately 81 feet, then turns southerly for approximately 78 feet, then turns westerly for approximately 145 feet, then turns southerly along the National Grid parcel line for approximately 479 feet to the northern border of the Almeda Avenue right-of-way, then turns westerly along the northern border of Almeda Avenue for approximately 893 feet to the south western corner of the 1261 Niagara Falls Boulevard parcel (SBL-67.06-1-1.111), and then turns northerly along the eastern border of the Niagara Falls Boulevard right-of-way for approximately 2,315 feet back to the southeast corner of the intersection of Niagara Falls Boulevard and Maple Road (the beginning point).

The Urban Renewal Area Overlay District No. 1 totals approximately 68.7 acres and includes 10 existing parcels.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

TOWN OF AMHERST
PLANNING BOARD
ZONING TEXT AMENDMENT
ZTA-2023-05

NOV 26 2025 PM12:

PETITIONER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

PROPERTY LOCATION

Urban Renewal Area Over Zoning District #1

WHEREAS the Town of Amherst Planning Board on Thursday, November 20, 2025 held a public hearing on the proposed Zoning Code Text Amendment creating an Urban Renewal Area Overlay District (URAOD), and

WHEREAS the Planning Board has reviewed materials regarding the text amendments proposal, and

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

WHEREAS per Section 203 - 8-5-5(A) & (B) of the Town Code, the Planning Board finds that:

1. The proposed text amendment includes provisions that are consistent with the Zoning Ordinance, including, specifically, the following purpose statement as found in Section 1-2-2: "To regulate the location of buildings and intensity of uses in relation to streets according to plans so as to cause the least interference with and be damaged least by traffic movements and hence result in lessened street congestion and improved public safety."

2. The proposed text amendment presents a new idea not considered in the existing Ordinance

3. The proposed text amendment does not correct an error in the Ordinance.

4. The proposed text amendment does not revise the Ordinance to comply with state or federal statutes or case law.

5. The proposed text amendment advances the public health, safety or welfare and is consistent with the Zoning Ordinance.

6. The proposed text amendment is generally consistent with the policies of the Comprehensive Plan and Urban Renewal Plan.

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 request be approved including the amendments requested by the Attorney's Office.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

TOWN OF AMHERST
PLANNING BOARD
ZONING TEXT AMENDMENT
ZTA-2023-05

NOV 26 2025 PM12:

PETITIONER

Town of Amherst

PROPERTY LOCATION

Urban Renewal Area Over Zoning District #1

The foregoing resolution was adopted by the Town of Amherst Planning Board, November 20, 2025; moved by Penberthy; seconded by Raffaele; ayes 5; noes 0; absent 2 (Chmiel, Kahn).

Jonathan O'Rourke, Acting Planning Board Chair

11/26/25
Date

LS/ac
X:\Current_Planning\Files\Text Amendments\ZTA-2023\ZTA-2023-05_(Urban_Renewal_Area_Overlay_District)\ZTA-2023-05_resolution_112025.doc

cc: Town Attorney
Traffic/Safety Coordinator
Commissioner of Building
Highway Superintendent
Town Engineer

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

TOWN OF AMHERST PLANNING DEPARTMENT

Zoning & Subdivision Text Amendment Application

File # **ZTA-2023-05**

1. Zoning Ordinance Text Amendment ☒
2. Subdivision Regulations Text Amendment ☐

PETITIONER:

- ☒ Town Board
- ☐ Planning Board
- ☐ Zoning Board of Appeals
- ☐ Commissioner of Building
- ☐ Planning Director
- ☐ Zoning Enforcement Officer

Sections Proposed to be Amended: (Attach sheets as necessary.)

See Attachment A

Description of Amendments: (Attached sheets as necessary.)

See Attachment B

Materials Received by Planning Department

RECEIVED BY DATE

Materials Filed with Town Clerk

ACCEPTED BY DATE

X:\Current_Planning\Application Forms 2019\Zoning or Subdivision Text Amend App 2022.doc

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

Town of Amherst
Local Law Intro. No. ___ of 2025
Local Law No. ___ of 2025

A Local Law Amending Chapter 203 of the Town of Amherst Code Creating the Urban Renewal Area Overlay Zoning District and Regulations for Said District

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

Section 1: Chapter 203, Zoning, Part 5, Special Purpose and Overlay Districts is hereby amended to add §5-10 to read in its entirety as follows:

§5-10. Urban Renewal Area Overlay District (URAOD)

5-10-1. Purpose and Goals

The purpose of the Urban Renewal Area Overlay District (URAOD) is to use the authority granted by New York Town Law §261-c and the Municipal Home Rule Law to provide flexibility in the review and phasing of development within the Urban Renewal Area in Town, in order to incentivize and support redevelopment consistent with the Town's Comprehensive Plan and Urban Renewal Plan.

The Town Board finds that this approach will (A) promote the most appropriate uses in the Urban Renewal Area; (B) improve the design, character and quality of new developments; (C) encourage a harmonious and appropriate mixture of uses; (D) facilitate the adequate and economic provision of streets, utilities, and public services; (E) promote architecture that is compatible with surrounding areas; and (F) provide suitable design responses to specific environmental constraints of the site and surrounding area.

5-10-2. Definitions

As used herein:

A. "Urban Renewal Area Overlay District" or "URAOD" means an overlay zoning district designated by the Town Board within the Urban Renewal Area.

B. "Urban Renewal Area" shall mean the area(s) designated by the Town Board pursuant to §504 of the New York General Municipal Law.

C. "Urban Renewal Area Overlay District Law" shall mean the Local Law that was adopted to add §5-10 to Chapter 203, Zoning, Part 5, Special Purpose and Overlay Districts.

5-10-3. Creation of Urban Renewal Area Overlay District ("URAOD") No. 1 and General Rules

A. The Urban Renewal Area Overlay District ("URAOD") No. 1 encompasses the area depicted on the Town's Official Zoning Map.

B. The Town Board may create other URAODs pursuant to the procedures for amending the Town Zoning Map.

C. A URAOD is an overlay zoning district and shall supersede the requirements of the underlying base zoning districts where indicated herein.

5-10-4. Site Plan Review Procedures

A. No building permit shall be issued in the URAOD unless Site Plan approval is obtained, following the procedures set forth in §8-7. In determining whether to approve an application for Site Plan approval, the following additional factors may be considered:

1) Conformity with the Town's Comprehensive Plan, the Urban Renewal Plan, and the Boulevard Mall Development Standards (§5-10-6);

2) The compatibility of the proposed with the existing character of the neighborhood;

3) Compatibility of uses adjacent to one another;

4) Such other matters as may be considered pertinent, provided they have been established by the Town Board in the Town's Comprehensive Plan or Urban Renewal Plan.

5-10-5. Modifications

A. Notwithstanding any other provisions to the contrary, upon application to the Planning Department, Approved Site Plans may be modified and amended consistent with this Section. The classification of a modification application as a Major Amendment or Minor Amendment is within the discretion of the Planning Director, subject to the criteria and guidelines set forth herein.

B. An application that meets any one of the following shall constitute a Major Amendment:

1) A 10% change in the total number of residential units (either more or less than proposed);

2) Adding more than 25,000 sq. ft. within the entire proposed development;

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

C. The following criteria may be considered by the Planning Director in determining whether to classify a modification application as a Major Amendment or Minor Amendment:

1) Suggested changes to the *Key Streets & Frontages Plan* (Figure 1);

2) Deviation from the approved building(s) elevation(s)/design(s) such as façade materials, color, transparency and blank wall, and entranceway spacing.

3) Modifications to parking, including the conversion of surface parking to structured parking.

D. Any application for modifications or amendment to Site Plan Approval shall be in writing and contain such information as required for the application as set forth in §8-7. The Planning Director may (a) waive any specific application requirement which he/she determines unnecessary to the consideration of the application; and (b) may require any additional information which he/she determines may be helpful to the consideration of the application.

5-10-6. Boulevard Mall Development Standards

This section shall be applicable only within URAOD No. 1. The Boulevard Mall Development Standards aim to refine the framework of potential redevelopment outlined in the Boulevard Central District Urban Renewal Plan. It envisions the Boulevard Mall site transformed incrementally into a walkable, mixed-use, transit-oriented development serving contemporary retail and residential demands, while creating a thriving new "center" for the local community and the greater region.

A. Zoning Districts

1) It is the intent of the URAOD Local Law to function in conjunction with the Center District regulations established under §5A. However, within the geographic boundaries of this overlay district, the Planning Board shall have the authority to permit the uses, dimensional standards, and/or general development standards set forth in §4-7 (Shopping Center District) in lieu of §5A provided the applicant expressly invokes this option in the development application.

B. Streets, Blocks and Connections

1) Core Streets

a. The location and rights-of-way dimensions of all Core Streets are fixed elements of the Development Standards. These streets must be established in the general locations and dimensions depicted in the *Key Streets & Frontages Plan* (see Figure 1) and in the *Street Sections* (see Figures 2 and 3) in order to: (1) set a baseline for block

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

size, location and orientation; (2) dictate cohesive street design; (3) outline street development phasing; (4) direct infrastructure routes and access; and, (5) protect key site feature locations, such as public open spaces and other community amenities. The final location may be modified as part of the site plan application to better align with the final design.

b. Core Streets depicted in the *Key Streets & Frontages Plan* (Figure 1) will be constructed first within the initial phases of development.

c. The minimum required percentage of Core Streets, as set forth in §5A-7-13.A, §5A-3-6, §5A-3-7, and §5A-3-8 shall not apply to development within the URAOD.

d. The continuous connectivity requirements of Core Streets, as specified in §5A-7-13.B and C, shall apply only as illustrated in the *Key Streets & Frontages Plan* (see Figure 1).

2) Blocks

a. The site shall be divided into a minimum of four blocks as depicted on the *Key Streets & Frontages Plan* (see Figure 1). Such blocks may exceed the maximum perimeter and block length standards established by the §5A zoning districts.

b. Internal streets established within these four blocks through additional street development may be constructed in accordance with the right-of-way dimensions illustrated in the *Street Sections* (Figures 2-4) or as otherwise permitted under §5A-6, subject to compliance with all applicable fire access requirements of the NYS Uniform Fire Prevention and Building Code.

3) Pedestrian Walkways and Multi-Use Trails

a. Pedestrian walkways and multi-use trails are strongly encouraged throughout the development to create safe connections. These may be used to connect elements of the public realm such as streets and/or other walkways, public sidewalks, public open spaces, and/or public amenities, such as a community center. When utilized, walkways and multi-use trails shall align with and extend any block network established within the site and to areas adjacent to the site.

i. Pedestrian walkways must be a minimum of 9 feet wide.

ii. Multi-use Trails must be a minimum of 12 feet wide.

4) Parking

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

a. On-street parking must be provided on all Core Streets identified on the *Key Streets & Frontages Plan* (see Figure 1) and as depicted in the *Street Sections* (see Figures 2 and 3).

b. Development within the URAOD is not required to meet minimum off-street vehicle parking requirements as outlined in §5A-9-1.A.(1) or §7-1-6.A.

c. Structured parking is encouraged, especially if incorporated into larger vertical mixed-use or residential buildings, to support future density by reducing the need for large surface parking lots, and opening up space for additional building development.

d. Surface parking is encouraged to be largely placed behind buildings or otherwise screened wherever possible; however, surface parking is anticipated along Niagara Falls Boulevard and Maple Road due to the assigned Boulevard Frontage.

5) Mobility Options

a. Wherever possible, space for mobility amenities such as bike racks, charging stations, car shares, or bus loading areas are encouraged to reduce the need for individual vehicular parking and to provide equitable access to and from the area.

C. Built Form and Use

1) Building Uses

a. Prohibited Uses: The following uses are prohibited across the entire URAOD No. 1 Area: single-family detached units, services and vehicular sales (with the exception of small indoor showrooms of 10,000 sq. ft. or less).

b. Restricted Uses: Drive-throughs are permitted only on parcels with frontages on Niagara Falls Boulevard and Maple Road. Loading and automotive stacking shall be prohibited between the public road right-of-way and the building façade.

c. Vertical mixed-use buildings may be provided fronting public open spaces (either directly adjacent to or across an adjacent street). First-floor uses in such buildings directly fronting public open space shall enhance these environments and support compatible interaction between the green space and streetscape. Such uses include restaurants, entertainment, retail or hospitality.

2) Frontages.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

a. Frontage requirements for each parcel, not withstanding any other law to the contrary, shall only be required to be met on one side of a parcel initially (as in-fill development occurs over time) with primary street designation selected by the applicant where the site abuts more than one street (existing or proposed).

b. All buildings fronting along Niagara Falls Boulevard, Maple Road, and Alberta Drive shall comply with the Boulevard Frontage Type requirements, as illustrated in Figure 5, regardless of which zoning regulations are applied pursuant to §5-10-6.A.1.

3) Building Height

a. The existing underlying Zoning Districts regulate base building height requirements; however, the Planning Board may allow up to two (2) additional stories (up to 15 feet/story maximum) in height onto the base zoning height maximum for developments that include structured parking.

4) Design Considerations

a. Notwithstanding any other provision to the contrary, cohesive design elements (signs, lighting, landscaping, etc.) and building materials that are of high quality are essential for creating a distinct character and atmosphere across an area where multiple developers are anticipated to contribute projects. While architectural styles should vary to some degree to create streetscape interest, design elements must establish cohesion amongst public areas/rights-of-way, street furniture, and common spaces to maintain consistency and enhance the overall aesthetic of an area. The Town may require that proposed site features have a consistent design with those that have already been constructed.

b. Human-scale design elements, such as awnings, canopies, and engaging storefronts are encouraged to promote effective foot-traffic on primary Core Streets and frontage abutting the primary public open space.

c. Loading and/or service areas and mechanical equipment shall be screened and/or designed in such a manner that makes them less prominent along street fronts.

D. Open Spaces

1) Public open spaces are intended to serve as active community gathering places that promote social interaction, community engagement and recreational activity.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

a. With the Planning Board's approval, publicly-owned open space may be credited towards satisfying a portion of the open space requirement.

b. Limited temporary commercial uses may be permitted within public open spaces, including kiosks, vendor markets, restrooms, food stands, and similar amenities that enhance the functionality and vibrancy of the space.

2) Open spaces provided in excess of the required minimum percentages during an earlier phase of development may be credited towards satisfying the open space requirements of subsequent phases, provided such phases occur within parcel(s) under common ownership.

3) The provision mandating required open space be provided in one contiguous area (§5A-7-2.B(5)), shall not apply to development within the URAOD.

4) Both public and private open spaces can include such elements as green lawns, plazas, paths and trails, trees and other landscaped areas, water features, sport courts, playgrounds, dog parks, gardens, pavilions and seating areas.

5) Beyond public open spaces, additional open spaces are encouraged throughout the site. These should be indicated as either public or private.

Section 2: Severability. Should any provision of this Local Law be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of this Local Law as a whole or any part thereof other than the part so decided to be unconstitutional or invalid.

Section 3: Effective Date. This Local Law shall be effective upon filing with the Secretary of State in accordance with the Municipal Home Rule Law.

Amendment of the Official Zoning Map (as adopted January 19, 1976): The Official Zoning Map of the Town of Amherst is hereby amended to include the Urban Renewal Area Overlay District ("URAOD") No. 1 (see Exhibit 1). URAOD No. 1 is described as follows:

Beginning at the south east corner of the intersection of Niagara Falls Boulevard and Maple Road, the Urban Renewal Overlay District No. 1 extends approximately 1,329 feet east along the southern border of the Maple Road right-of-way to the north eastern corner of the 3893 Maple Road parcel (SBL-54.03-1-13), then turns southerly along the western border of the Alberta Drive right-of-way for approximately 1,715 feet to the south eastern corner of the 1265 Niagara Falls Boulevard (SBL-54.03-1-24.21) parcel (the portion of the parcel split off from the main parcel to the south of the National Grid parcel (SBL-54.03-1-12.1)), then turns westerly for approximately 329 feet along the southern parcel

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

line of 1265 Niagara Falls Boulevard, then turns at a diagonal along a portion of the 1265 Niagara Falls Boulevard parcel line heading south westerly for approximately 81 feet, then turns southerly for approximately 78 feet, then turns westerly for approximately 145 feet, then turns southerly along the National Grid parcel line for approximately 479 feet to the northern border of the Almeda Avenue right-of-way, then turns westerly along the northern border of Almeda Avenue for approximately 893 feet to the south western corner of the 1261 Niagara Falls Boulevard parcel (SBL-67.06-1-1.111), and then turns northerly along the eastern border of the Niagara Falls Boulevard right-of-way for approximately 2,315 feet back to the southeast corner of the intersection of Niagara Falls Boulevard and Maple Road (the beginning point).

The Urban Renewal Area Overlay District No. 1 totals approximately 68.7 acres and includes 10 existing parcels.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

FIGURE 1: Key Streets & Frontages Plan



Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

FIGURE 2: Core Street Section



Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

FIGURE 3: Core Street with Median Section



Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

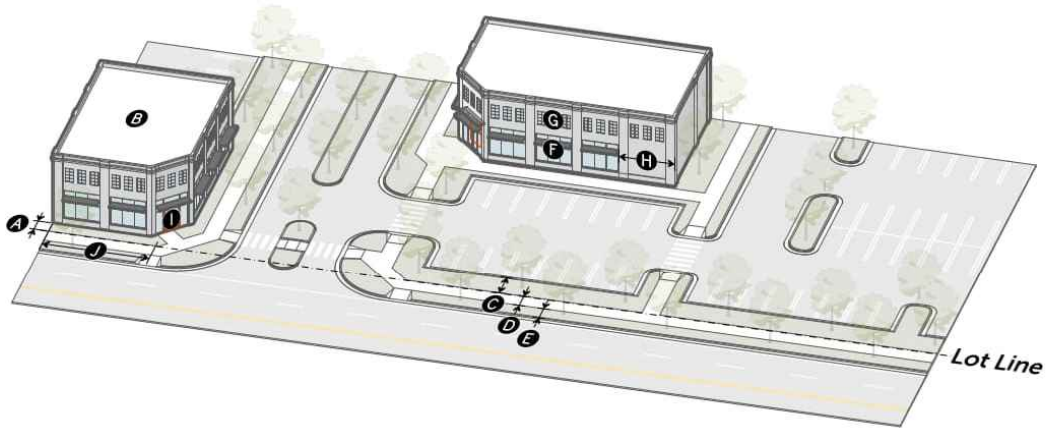
FIGURE 4: Local Street Section



Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

FIGURE 5: Boulevard Frontage

Boulevard Frontage

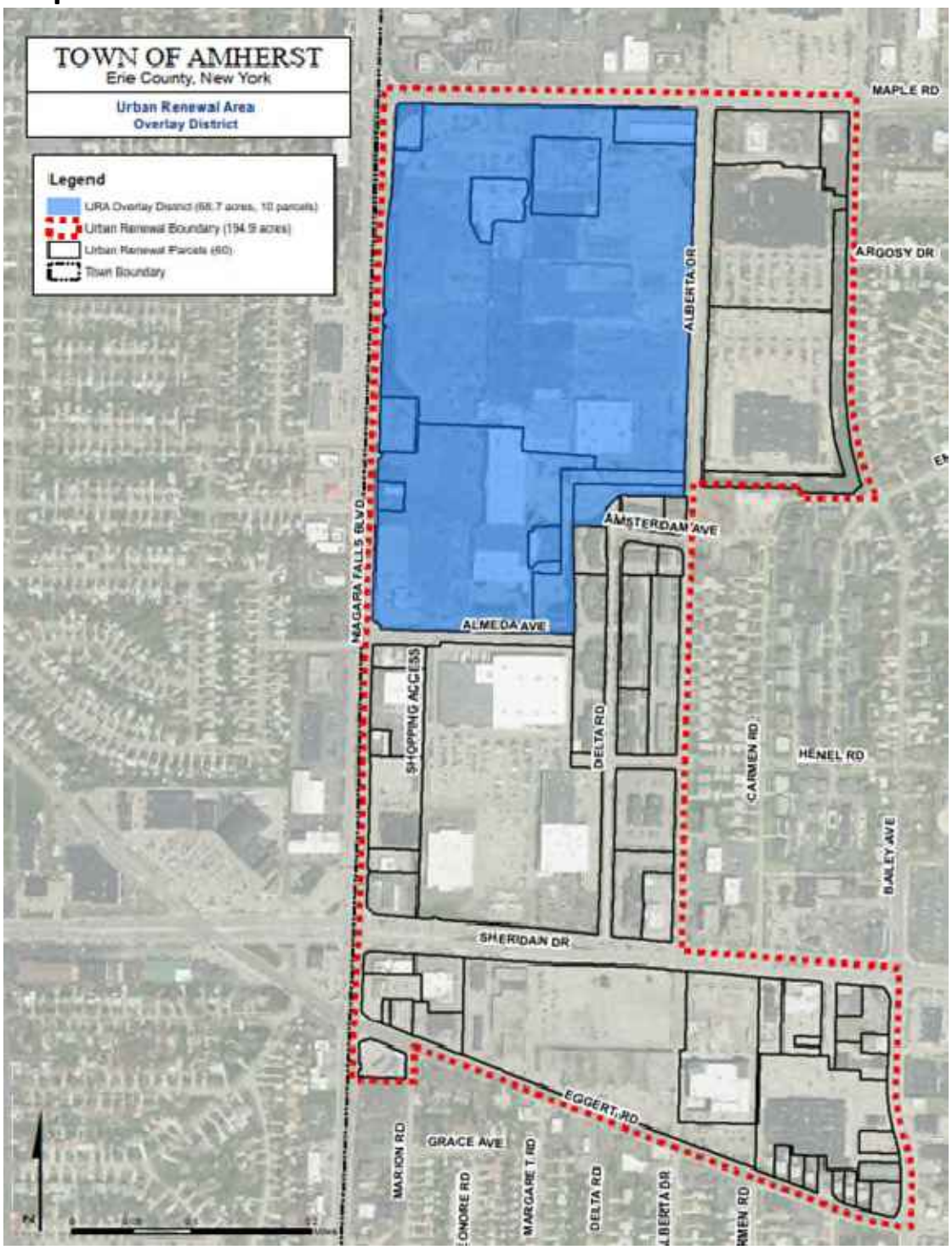


BUILDING SETBACKS	
A Build-to zone	10' min/ 102' max
Lot frontage	n/a
B Corner frontage	Not Required
BUILDING MASS	
Street-facing building length	n/a
PARKING SETBACKS	
C Minimum setback	10' min
STREETSCAPE	
D Clear pedestrian zone	6' min
E Curb zone	10' min
Tree planting type	Tree lawn
Tree spacing	35' on-center avg.

	Residential	Non-residential
STORY HEIGHT		
Ground floor elevation	2' min / 4' max	0' min / 2' max
Ground story height	9' min	13' min
TRANSPARENCY		
F Ground story	20% min	50% min
G Upper story	20% min	20% min
H Blank wall length	40' max	40' max
PEDESTRIAN ACCESS		
I Street-facing entrance	Required	Required
J Entrance spacing	100' max	100' max

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EXHIBIT 1: Urban Renewal Area Overlay District (URAOD) No. 1 Map



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ATTACHMENT B

Proposed Local Law for URAOD **October 20, 2025**
ZTA-2023-05

On June 27, 2022, the Town Board passed a resolution (2022-610) designating a portion of the Boulevard Central District as an Urban Renewal Area and for the Town Board to act as the Amherst Urban Renewal Agency (AURA). The Urban Renewal Area includes approximately 195 acres and 60 parcels, as shown in the map included as part of this proposed Local Law (see Attachment A). The Urban Renewal Area includes the Boulevard Mall which has been continually declining due to changing national and regional shopping trends leading to the loss of businesses, high vacancy rates, and diminishing property value. This was the impetus for defining an Urban Renewal Area to include the Boulevard Mall and various other declining commercial properties in order to spur redevelopment, increase the tax base, and provide amenities, businesses and transportation options to existing residents, while also creating a place to attract new residents and visitors.

On October 24, 2022, the Town Board passed a resolution (2022-1001) approving the Boulevard Central District Urban Renewal Plan to provide guidelines and a framework for the potential revitalization and/or redevelopment of certain blighted properties within the Urban Renewal Area. Also on this date, the Town Board passed a resolution (2022-124) to use its powers of condemnation in accordance with the provisions of the Eminent Domain Procedure Law of the State of New York (EDPL) to acquire some of these properties by eminent domain, specifically those parcels on which the Boulevard Mall currently sits and surrounding properties, to achieve redevelopment of the area and for public purpose in order to: (i) eliminate blight and transform the properties into a walkable, mixed-use, transit-oriented development acting as a community center for both the Town and the greater Buffalo region; (ii) improve the quality and appearance of non-residential development within the Town; (iii) encourage reinvestment and capital investment (public and private) in commercial corridors and residential neighborhoods; (iv) further the Town's plans of establishing a network of parks, open spaces, and greenway corridors; and (iv) establish the necessary site control required to implement the development goals in the Urban Renewal Plan and the Town's Comprehensive Plan for this area.

On January 30, 2023, the Town Board passed a resolution (2023-125) to adopt the determination and findings and brief synopsis in connection with the acquisition of the properties pursuant to Article 2 of the EDPL. The Town intends to issue Article 4 of the EDPL to vest/acquire the property at a later date.

In order to promote flexibility to achieve redevelopment of certain parcels in the Urban Renewal Area, the Town is creating an Urban Renewal Area Overlay District (URAOD) by using its authority granted by New York Town Law §261-c and the Municipal Home Rule Law. A URAOD is an overlay zoning district and supersedes certain requirements of the underlying base zoning districts in order to incentivize and support appropriate redevelopment that aligns with the Boulevard Central District Urban Renewal Plan. The URAOD will apply to an area and parcels as described in the Local Law (see Map). The Town Board finds that this approach will (a) promote the most appropriate uses in the Urban Renewal Area; (b) improve the design, character and quality of new developments; (c) encourage a harmonious and appropriate mixture of residential, commercial, and non-industrial uses; (d) facilitate the adequate and economic

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provision of streets, utilities, and public services; (e) promote architecture that is compatible with the surroundings; and (f) provide suitable design responses to the specific environmental constraints of the site and surrounding area.

The URAOD process as described in the Local Law is identical to the current Site Plan Review Process carried out by the Town apart from for the following exceptions:

1. Information from the Urban Renewal Plan, may be considered, in addition to the Comprehensive Plan, in the Planning Board's ability to render decisions; and
2. Modifications to previously approved Site Plans include higher thresholds in certain cases whereby a review would be considered a Major or Minor Modification.

The URAOD also includes Development Standards language that intends to set the overall vision of the area and lays out aspects such zoning, streets and blocks, pedestrian and multi-use accommodations, parking, use, frontages, height, other design considerations, and open spaces.

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Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: ZTA-2023-05		
Project Location (describe, and attach a general location map): Town of Amherst		
Brief Description of Proposed Action (include purpose or need): Local Law creating an Urban Renewal Area Overlay District (URAOD) to promote flexibility to achieve redevelopment of certain parcels in the Town's Urban Renewal Area, using the Town's authority granted by New York Town Law §261-c and the Municipal Home Rule Law.		
Name of Applicant/Sponsor: Amherst Town Board	Telephone: (716) 631-7051 E-Mail: planningemail@amherst.ny.us	
Address: 5583 Main Street		
City/PO: Williamsville	State: New York	Zip Code: 14221
Project Contact (if not same as sponsor; give name and title/role): Laurie Stillwell, Community Development Director	Telephone: (716) 631-7050 E-Mail: lstillwell@amherst.ny.us	
Address: 5583 Main Street		
City/PO: Williamsville	State: New York	Zip Code: 14221
Property Owner (if not same as sponsor):	Telephone: E-Mail:	
Address:		
City/PO:	State:	Zip Code:

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B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Town Board (Approval)	December 2025
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Planning Board (Reccomendation)	November 2025
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☐Yes ☑No		
e. County agencies ☑Yes ☐No	239M NYS GML	November 2025
f. Regional agencies ☐Yes ☑No		
g. State agencies ☐Yes ☑No		
h. Federal agencies ☐Yes ☑No		

i. Coastal Resources.

i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐Yes ☑No

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☑Yes ☐No

iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? ☑Yes ☐No

- **If Yes,** complete sections C, F and G.
- **If No,** proceed to question C.2 and complete all remaining sections and questions in Part 1

C.2. Adopted land use plans.

a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located? ☑Yes ☐No

If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located? ☑Yes ☐No

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No

If Yes, identify the plan(s):

The Town's Urban Renewal Area as designated in the Town's Urban Renewal Plan

c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? ☐Yes ☑No

If Yes, identify the plan(s):

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C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
The zoning text amendment creates an overlay district within the Town's designated Urban Renewal Area. The proposed Urban Renewal Area Overlay District would apply to certain parcels with various zoning districts within the larger Urban Renewal Area.

b. Is the use permitted or allowed by a special or conditional use permit? N/A ☐ Yes ☐ No

c. Is a zoning change requested as part of the proposed action? ☐ Yes ☑ No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Sweet Home Central School District

b. What police or other public protection forces serve the project site?
N/A - the zoning text amendment applies to various zoning districts and not a specific site

c. Which fire protection and emergency medical services serve the project site?
N/A - the zoning text amendment applies to various zoning districts and not a specific site

d. What parks serve the project site?
N/A - the zoning text amendment applies to various zoning districts and not a specific site

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)?
_____

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

c. Is the proposed action an expansion of an existing project or use? ☐ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐ Yes ☐ No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
_____
ii. Is a cluster/conservation layout proposed? ☐ Yes ☐ No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☐ No
i. If No, anticipated period of construction: _____ months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

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f. Does the project include new residential uses? ☐Yes☐

If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase	_____	_____	_____	_____
At completion of all phases	_____	_____	_____	_____

g. Does the proposed action include new non-residential construction (including expansions)? ☐Yes☐No

If Yes,

i. Total number of structures _____

ii. Dimensions (in feet) of largest proposed structure: _____height; _____width; and _____ length

iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes☐No

If Yes,

i. Purpose of the impoundment: _____

ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐Other specify:

_____

iii. If other than water, identify the type of impounded/contained liquids and their source.

_____

iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres

v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length

vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):

_____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes☐No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)

If Yes:

i .What is the purpose of the excavation or dredging? _____

ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?

- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.

_____

_____

iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes☐No
If yes, describe. _____

_____

v. What is the total area to be dredged or excavated? _____acres

vi. What is the maximum area to be worked at any one time? _____ acres

vii. What would be the maximum depth of excavation or dredging? _____ feet

viii. Will the excavation require blasting? ☐Yes☐No

ix. Summarize site reclamation goals and plan: _____

_____

_____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes☐No

If Yes:

i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

_____

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ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres:

_____

_____

_____

_____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No

If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No

If Yes:

- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____

_____

- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

_____

c. Will the proposed action use, or create a new demand for water? ☐Yes ☐No

If Yes:

i. Total anticipated water usage/demand per day: _____ gallons/day

ii. Will the proposed action obtain water from an existing public water supply? ☐Yes ☐No

If Yes:

- Name of district or service area: _____
- Does the existing public water supply have capacity to serve the proposal? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No
- Do existing lines serve the project site? ☐Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes ☐No

If, Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

_____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☐Yes ☐No

If Yes:

i. Total anticipated liquid waste generation per day: _____ gallons/day

ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____

_____

_____

iii. Will the proposed action use any existing public wastewater treatment facilities? ☐Yes ☐No

If Yes:

- Name of wastewater treatment plant to be used: _____
- Name of district: _____
- Does the existing wastewater treatment plant have capacity to serve the project? ☐Yes ☐No
- Is the project site in the existing district? ☐Yes ☐No
- Is expansion of the district needed? ☐Yes ☐No

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- Do existing sewer lines serve the project site? ☐Yes ☐
- Will a line extension within an existing district be necessary to serve the project? ☐Yes ☐No

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: _____

_____

_____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes ☐No

If Yes:

- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

_____

_____

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

_____

_____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☐Yes ☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or _____ acres (impervious surface)

_____ Square feet or _____ acres (parcel size)

ii. Describe types of new point sources. _____

_____

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

_____

_____

- If to surface waters, identify receiving water bodies or wetlands: _____

_____

_____

- Will stormwater runoff flow to adjacent properties? ☐Yes ☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☐Yes ☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes ☐No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

_____

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

_____

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

_____

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes ☐No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes ☐No

ii. In addition to emissions as calculated in the application, the project will generate:

- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

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h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes☐No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

_____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes☐No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

_____

_____

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes☐No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐ Morning ☐ Evening ☐Weekend ☐ Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

_____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

_____

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☐Yes☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes☐No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes☐No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☐Yes☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

_____

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

_____

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☐Yes☐No

l. Hours of operation. Answer all items which apply.

i. During Construction:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

ii. During Operations:

- Monday - Friday: _____
- Saturday: _____
- Sunday: _____
- Holidays: _____

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m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☐ Yes ☐

If yes:

i. Provide details including sources, time of day and duration:

_____

_____

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐ Yes ☐ No

Describe: _____

_____

n. Will the proposed action have outdoor lighting? ☐ Yes ☐ No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

_____

_____

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐ Yes ☐ No

Describe: _____

_____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☐ No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

_____

_____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐ Yes ☐ No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities:_____

_____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐ Yes ☐ No

If Yes:

i. Describe proposed treatment(s):

_____

_____

_____

_____

ii. Will the proposed action use Integrated Pest Management Practices? ☐ Yes ☐ No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☐ Yes ☐ No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: _____ tons per _____ (unit of time)
- Operation : _____ tons per _____ (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: _____

  _____
- Operation: _____

  _____

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: _____

  _____
- Operation: _____

  _____

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s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☐ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

_____

_____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

_____

_____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

_____

_____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

_____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility:

_____

_____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____

ii. If mix of uses, generally describe:

_____

_____

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces			
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____ _____			

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

c. Is the project site presently used by members of the community for public recreation? ☐ Yes ☐ No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☐ Yes ☐ No
If Yes,
i. Identify Facilities:
_____
_____

e. Does the project site contain an existing dam? ☐ Yes ☐ No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection:
_____
_____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐ Yes ☐ No
If Yes:
i. Has the facility been formally closed? ☐ Yes ☐ No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility:
_____
_____

iii. Describe any development constraints due to the prior solid waste activities: _____
_____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐ Yes ☐ No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred:
_____
_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐ Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐ Yes ☐ No
☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures:_____
_____
_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐ Yes ☐ No
If yes, provide DEC ID number(s): _____

iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):
_____
_____

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☐

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐ Yes ☐ No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? _____ feet

b. Are there bedrock outcroppings on the project site? ☐ Yes ☐ No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: _____ _____%
_____ _____%
_____ _____%

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: ☐ Well Drained: _____% of site
☐ Moderately Well Drained: _____% of site
☐ Poorly Drained _____% of site

f. Approximate proportion of proposed action site with slopes: ☐ 0-10%: _____% of site
☐ 10-15%: _____% of site
☐ 15% or greater: _____% of site

g. Are there any unique geologic features on the project site? ☐ Yes ☐ No
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐ Yes ☐ No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐ Yes ☐ No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐ Yes ☐ No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐ Yes ☐ No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐ Yes ☐ No

j. Is the project site in the 100-year Floodplain? ☐ Yes ☐ No

k. Is the project site in the 500-year Floodplain? ☐ Yes ☐ No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐ Yes ☐ No
If Yes:

i. Name of aquifer: _____

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

m. Identify the predominant wildlife species that occupy or use the project site: _____

_____ _____ _____

_____ _____ _____

n. Does the project site contain a designated significant natural community? ☐Yes ☐No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

_____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐Yes ☐No

If Yes:

i. Species and listing (endangered or threatened): _____

_____

_____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☐No

If Yes:

i. Species and listing: _____

_____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☐No

If yes, give a brief description of how the proposed action may affect that use: _____

_____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☐No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☐No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☐No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

_____

_____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☐No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☐

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☐ Historic Building or District

ii. Name: _____

iii. Brief description of attributes on which listing is based:

_____

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☐ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☐ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☐ Yes ☐ No

If Yes:

i. Identify resource: _____

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☐ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project. **See Attachment A**

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them. **See Attachment B**

G. Verification

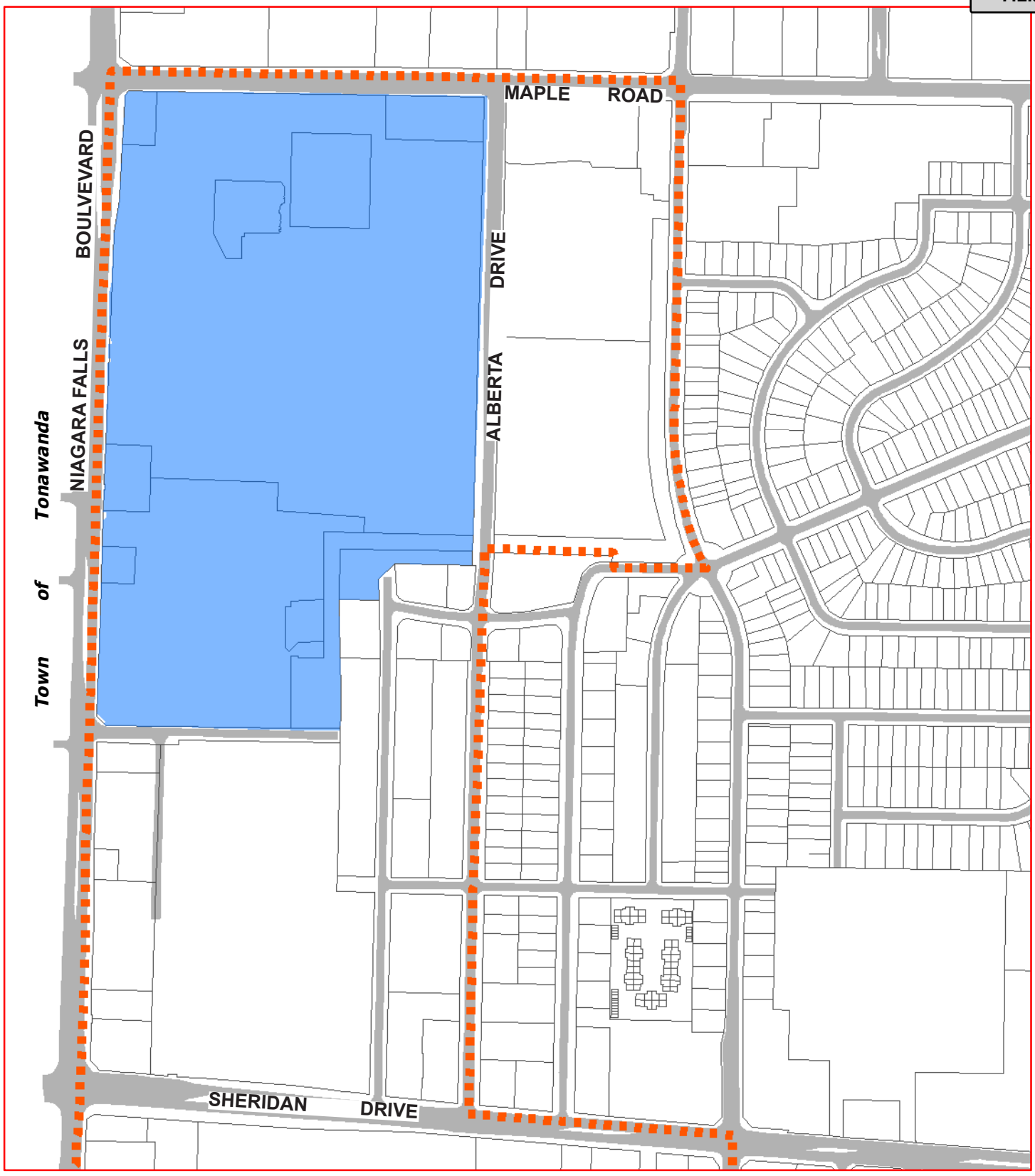
I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name _____ Date_____

Signature_____ Title_____

PRINT FORM

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal



ZTA-2023-05

Proposed Text Amendment, Creation of an Urban Renewal Overlay District 1
Town of Amherst, Petitioner

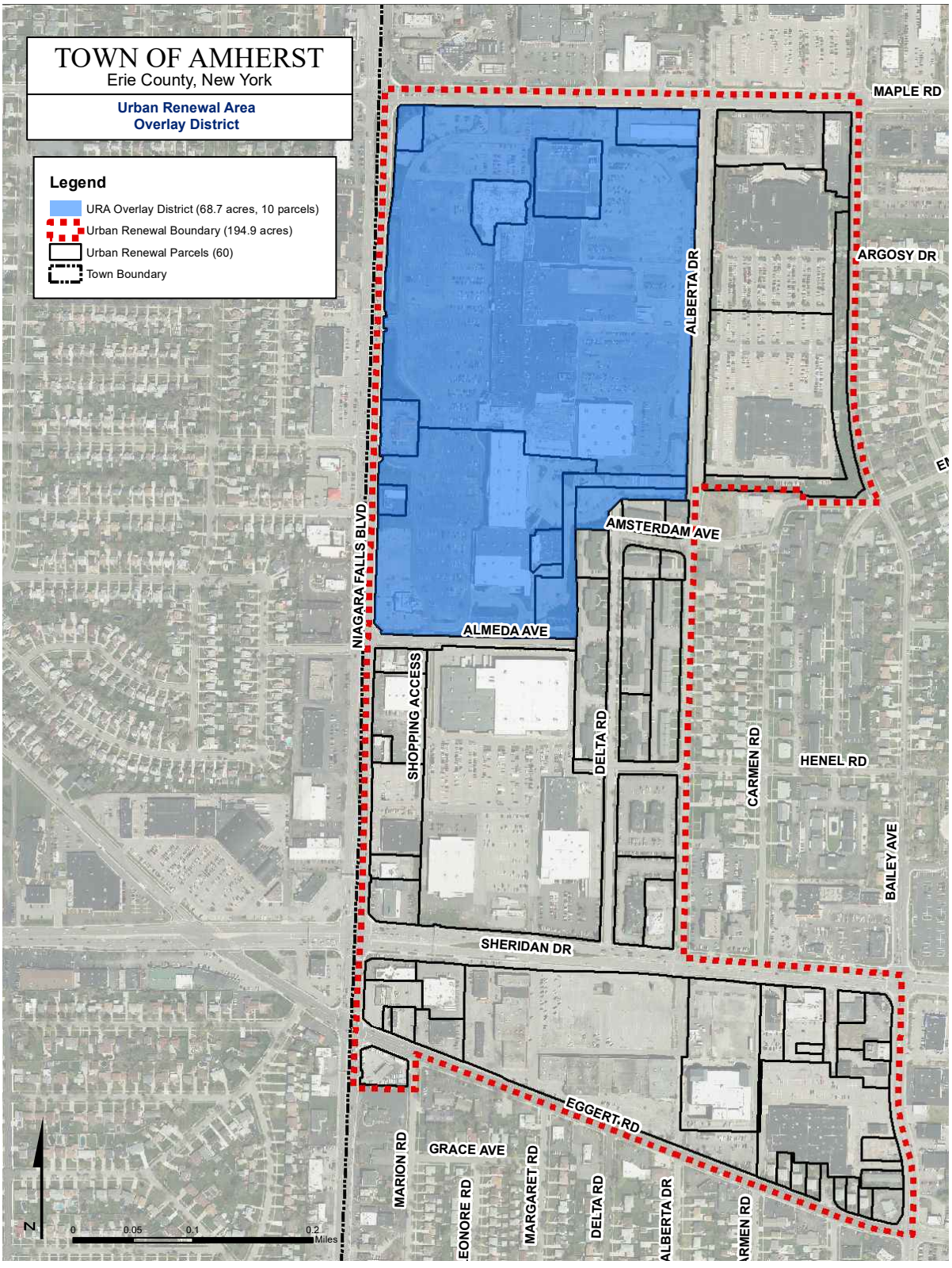
November 20, 2025

Urban Renewal Area Overlay District

Urban Renewal Area Boundary

Prepared by the Town of Amherst Planning Department

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal



ZTA-2023-05

Proposed Text Amendment, Creation of an Urban Renewal Overlay District 1
Town of Amherst, Petitioner

November 20, 2025

Urban Renewal Area Overlay District

Urban Renewal Area Boundary

Prepared by the Town of Amherst Planning Department

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

TOWN OF AMHERST

ERIE COUNTY, NEW YORK

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

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Town Attorney

Samuel A. Alba
Senior Deputy Attorney

Sebastine Odiata
Senior Deputy Attorney

Jane E. Hughes
Senior Deputy Attorney

Catherine B. Dempsey
Town Prosecutor

Elizabeth A. Burakowski
Director of Special Projects

Nicole M. Burroughs
Supervising Paralegal

MEMORANDUM

To: Dan Howard, Planning Department

From: Elizabeth A. Burakowski, Director of Special Projects

CC: Steven B. Bengart, Town Attorney

Date: November 17, 2025

Re: Requested Revisions to the Proposed Urban Renewal Overlay Area District

The Attorney's Office has reviewed the current draft of the Urban Renewal Overlay Area District regulations and requests the following amendments:

1. **Pedestrian Walkways – Minimum Dimensional Standard**
   Revise the minimum required width for Pedestrian Walkways under Section 5-10-6. B. 3.a.i. to align with the dimensional requirements established under **ICC/ANSI A117.1-2017**, which mandates a minimum clear width for accessible routes.
2. **Surface Parking – Inclusion of Alberta Drive**
   Add "**Alberta Drive"** to the list of streets where surface parking is anticipated in front of buildings, under section **5-10-6.B.4.d.** This revision ensures the text corresponds with **Figure 1: Key Streets and Frontages Plan**, maintaining consistency between the narrative regulations and the graphic plan.
3. **Build-to Maximums – Adjustment for Irregular Property Lines**
   Add a new provision under **Section 5-10-6.C.2** as follows: *"In cases where the right-of-way creates an irregular property line, build-to maximums of the Boulevard Frontage Type may be increased to preserve continuous alignment of building facades and circulation aisles along the streetscape of larger blocks, with limitations that there will be no more than two rows of parking and a drive aisle*." This addition provides flexibility for developers where irregular lot lines exist, ensuring that building facades and circulation elements maintain a consistent and orderly streetscape.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

4. **Section 5-10-6.D.1.a. – Approval Authority**
   Revise Section **5-10-6.D.1.a.** to read: *"With the Planning Board or Town Board's approval…"*. This correction reflects existing agreements the Town Board has made and may consider in the disposition of property for redevelopment, ensuring the regulation aligns with the Town's established procedures and discretion.

We respectfully request that the Planning Board consider these amendments to the draft Urban Renewal Overlay Area Law during their review of the local law at the November 20th Planning Board meeting.

Should you or any member of the Planning Board have any questions about these proposed revisions, please do not hesitate to contact me.

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

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Director of Special Projects

Nicole M. Burroughs
Supervising Paralegal

TO: **Scott Marshall, Planning Department**

FROM: **Sebastine Odiata, Senior Deputy Town Attorney** SO/rms
Right-of-Way Review

DATE: **October 29, 2025**

RE: **Proposed Local Law to Amend the Zoning Ordinance**
Creating an Urban Renewal Area Overlay District (URAOD)
ZTA-2023-05
Town of Amherst, Petitioner

This office has reviewed the materials provided in your correspondence dated October 20, 2025 and have no comments.

SO:rms

c: Douglas Gesel, Supervising Code Enforcement Officer *(w/o attachment)*
Brian J. Armstrong, EIT, Director of Engineering Services *(w/o attachment)*
Vaishali Reberholt, Assistant Town Engineer *(w/o attachment)*

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

TOWN OF AMHERST
BUILDING DEPARTMENT
ERIE COUNTY, NEW YORK
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

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

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

DATE: October 21, 2025

TO: Planning Department

FROM: Doug Gesel Supervising Code Enforcement Officer

RE: Local law to amend the Zoning Ordinance, creating an Urban Renewal Area Overlay District (URAOD) ZTA -2023-05

☒ Review: ☐ Subdivision is: ☐ ODA is: ☐ CSP is:

☒ Approved as Submitted

☐ Approved with the following conditions or changes:

☐ Denied for the following reasons:

☐ Not reviewable at this stage because the following information is not provided:

☐ Not applicable to this department at this time.

NOTE:

☐ Floodplain Development Permit required.

☐ State informational Wetlands on property.

☐ New commercial buildings must comply with §510 of the 2020 NYS Fire Code for Emergency Responder Radio Coverage

*This review was for site compliance by the Building Department only.
* Final approval will come from the Planning Department
*Approval does not grant permission to start construction.

Douglas Gesel

Supervising Code Enforcement Officer
Town of Amherst Building Department

Attachment: ZTA-2023-05 TB letter packet 121525 (RES-2025-1036 : Local Law to Amend the Zoning Ordinance to Create an Urban Renewal

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31228 **RESOLUTION 2025-1037** **ADOPTED**

Adoption of Local Law to Amend Chapter 203 (Zoning) Creating an Urban Renewal Area Overlay District (URAOD) (ZTA-2023-05)

WHEREAS, 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 November 20, 2025 that the proposed Zoning Ordinance amendment for the creation of an Urban Renewal Area Overlay District (URAOD) is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and

WHEREAS, pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, a Final Generic Environmental Impact Statement (FGEIS) has been accepted and a Statement of Findings was adopted by this Board on January 6, 2020 for the Boulevard Central District, and

WHEREAS, the proposed zoning ordinance amendment creating the Urban Renewal Area Overlay District (URAOD) affects the geographic extent of the former Boulevard Mall, which is located within the Boulevard Central District, and

WHEREAS, the proposed zoning ordinance amendment is found to be consistent with the FGEIS and statement of findings, therefore the requirement of SEQR are complete, NOW THEREFORE BE IT

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend Chapter 203 (Zoning) of the Town Code and to amend the Town Zoning map to create an URAOD District No.1 as hereafter described:

Beginning at the south east corner of the intersection of Niagara Falls Boulevard and Maple Road, the Urban Renewal Overlay District No. 1 extends approximately 1,329 feet east along the southern border of the Maple Road right-of-way to the north eastern corner of the 3893 Maple Road parcel (SBL-54.03-1-13), then turns southerly along the western border of the Alberta Drive right-of-way for approximately 1,715 feet to the south eastern corner of the 1265 Niagara Falls Boulevard (SBL-54.03-1-24.21) parcel (the portion of the parcel split off from the main parcel to the south of the National Grid parcel (SBL- 54.03-1-12.1)), then turns westerly for approximately 329 feet along the southern parcel line of 1265 Niagara Falls Boulevard, then turns at a diagonal along a portion of the 1265 Niagara Falls Boulevard parcel line heading south westerly for approximately 81 feet, then turns southerly for approximately 78 feet, then turns westerly for approximately 145 feet, then turns southerly along the National Grid parcel line for approximately 479 feet to the northern border of the Almeda Avenue right-of-way, then turns westerly along the northern border of Almeda Avenue for approximately 893 feet to the south western corner of the 1261 Niagara Falls Boulevard parcel (SBL-67.06-1-1.111), and then turns northerly along

the eastern border of the Niagara Falls Boulevard right-of-way for approximately 2,315 feet back to the southeast corner of the intersection of Niagara Falls Boulevard and Maple Road (the beginning point).

The Urban Renewal Area Overlay District No. 1 totals approximately 68.7 acres and includes 10 existing parcels.

12/15/2025
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 31239 **RESOLUTION 2025-1038** **ADOPTED**

Amherst Senior Center Advisory Board Appointments

WHERE AS, the purpose of the Amherst Senior Center Advisory Board is to support the Mission of the Town of Amherst Department of Senior Services; to advocate for services to support older adults and caregivers and appropriate funding for current and future programming; to foster communication between the Town and the community regarding issues, trends, and public policy affecting older adults; to support and sponsor appropriate program development; and to advise and consult with the Amherst Town Board regarding issues related to senior citizens; and

WHERE AS, the Amherst Senior Center Advisory Board meets a minimum of 6 times a year; and

WHERE AS, The Amherst Senior Center Advisory Board shall consist of a minimum of 7 appointed members, with a maximum of 11 appointed members; each appointed by a majority of the Amherst Town Board, who shall serve a term of 2 years and may be appointed for two additional two year terms; and

WHERE AS, the Amherst Senior Center Advisory Board currently has a Board of Five members, who shall continue to serve until their term of appointment expires, as follows:

James Bardot, Chairperson, Term Expires 12/31/26
Rev. Susan Frawley, Term Expires 12/31/26
Lisa Giancarlo, Term Expires 12/31/26
Julie Whitbeck-Lewinski, Term Expires 12/31/26
Melissa Abel, Senior Center Director

WHERE AS, the Senior Center Member representative is appointed by the Director of Senior Services; and

WHERE AS, Bob Peluso has been selected by the Director of Senior Services, to serve as Senior Center Advisory Board Center representative for the Term to expire 12/31/27; and

WHERE AS, in addition to appointed members, the following individuals shall serve in ex-officio capacity:

The Honorable Shawn Lavin, Liaison to Senior Services
Mary-Diana Pouli, Executive Director, Town of Amherst Youth & Recreation
Assistant Police Chief Michael Camilleri and

WHERE AS, Gary Henry and Ann Nichols, each have served on the Amherst Senior Center Advisory Board and has expressed interest in serving another 2 year term.

NOW, THEREFORE, BE IT RESOLVED, that the Amherst Town Board appoints Bob Peluso and reappoints Gary Henry and Ann Nichols to the Amherst Senior Center Advisory Board

for a term to conclude December 31, 2027.

12/15/2025
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31242 **RESOLUTION 2025-1039** **ROLL CALL VOTE (ADOPTED)**

Comprehensive Planning Project (Bond Resolution - $250,000)

AGENDA ITEM : DECEMBER 15th, 2025

TO: **Town Board**

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

DATE: **December 10, 2025**

RE: **Comprehensive Planning Project**
2025-2030 C.I.P. – Project P-1
Bond Resolution - $250,000

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

() Adopt the attached SEQR – Negative Declaration – Determination of Non-Significance for the above project as determined by the Town of Amherst Planning Department and authorize the Supervisor to execute the same; and

(2) Adopt the attached bond resolution authorizing the issuance of $250,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SAA:nmb
Attachments
c: Tim Koller, Deputy Town Clerk (*w/attachments*, Agenda Item – December 15, 2025)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
Dan Howard, Director of Planning (*w/attachments*)
Kimberly Amplement, Senior Planner (*w/attachments*)

12/15/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. A motion to approve the Bond

resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

Bond Resolution - $250,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AICP
Planning Director

Daniel J. Ulatowski, AICP
Assistant Planning Director

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Comprehensive Planning Project
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	December 15, 2025

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

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

Title of Action: Comprehensive Planning Project

SEQR Status: Unlisted Action.

Description of Action: Bonding and preparation of a comprehensive plan and subsequent revisions to development regulations.

Location: Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Attachment: SEQR.CompPlanning-12092025095855 (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan & Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7(c), all indications are that the proposed action (Comprehensive Planning Project) will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan or the Town Zoning Ordinance. Rather, the projects implement Comprehensive Plan policies and objectives aimed at sound planning for neighborhoods, corridors and open spaces.

4. The action may affect properties within an area identified by the State as potentially containing significant cultural or archeological resources. Any site plans resulting from the proposed projects in archeologically sensitive areas may require submittal of an archeological assessment to show it will not impair the character or quality of important historical resources.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage.

6. The proposed action will not cause a major change in the use of either the quantity or type of energy.

7. The action will not create any hazard to human health.

8. The action will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage to ensure consistency with the scale of surrounding land uses.

9. The action will not significantly increase the number of people using the site over its previous level of use.

Attachment: SEQR.CompPlanning-12092025095855 (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

10. Significant negative traffic impacts are not expected to result from the proposed action.

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

Kim Amplement, Senior Planner — 12/2/25
Signature & title of preparer — date

Brian J. Kulpa, Supervisor — date

DU/KA/ac
X:\Special_Projects\CIP\2025 CIP\Comp Plan MPR\Neg Dec 12-1-25.docx
cc: Town Clerk
Town Attorney

Attachment: SEQR.CompPlanning-12092025095855 (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

December 15, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on December 15, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED DECEMBER 15, 2025, AUTHORIZING THE PLANNING COSTS FOR COMPREHENSIVE PLANNING THRUOGHOUT THE TOWN, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $250,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $250,000 TO FINANCE SAID APPROPRIATION

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake the planning for comprehensive planning throughout the Town, as described in the map, plan and report dated December 2025 and prepared by the Town Planning Department (2025-2030 Capital Improvement Program Project P-1). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $250,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $250,000 to finance said appropriation and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $250,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Attachment: CertBondReso (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 64 of the Law, is five (5) years.

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

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

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

Attachment: CertBondReso (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the

Attachment: CertBondReso (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

"Amherst Bee," a newspaper having a general circulation within said Town and hereby designated as the official newspaper of the Town for such publication.

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on December 15, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of December, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

Town of Amherst

Comprehensive Planning Project
2025 – 2030 Capital Improvement Program Project P-1

Map, Plan & Report
December 2025

CONTENTS:

- Town Board Approved 2025-2030 CIP Project P-1
- Introduction / Existing Conditions
- Proposed Scope
- Financial/Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Planning Department
5583 Main St.
Williamsville, NY 14221
(716) 631-7051

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

TOWN OF AMHERST
Comprehensive Planning Project

TOWN BOARD APPROVED 2025-2030 CIP PROJECT P-1

Planning Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2025	2026	2027	2028	2029	2030	Total Cost 2025-2030
1	**Comprehensive Planning:** Management and formulation of a new comprehensive plan and other planning initiatives that will guide revitalization and development over the next 25 years.	200 LA 250 LA*	200 LA					$400,000

** to be amended to $250,000 at the December 15, 2025 Town Board Meeting*

INTRODUCTION / EXISTING CONDITIONS

The Town of Amherst, New York (the Town) is a first-ring suburb of the City of Buffalo with a land area of 54 square miles. Amherst is the second most populous community in the Western New York Region and the fourth largest among upstate New York municipalities. As a key community within the Region, Amherst is a major contributor to the vibrancy and vitality of Western New York. Since 1950, the Town's resident population has nearly quadrupled from 33,700 persons to 130,500. In the late 1960s, the State University of New York (SUNY) began construction of a new university center in Amherst. The development of the University has been accompanied by private investment in office buildings, business centers, industrial parks, commercial centers, and a variety of housing choices. Today Amherst's daytime population grows to nearly 210,000 people as 65,000 workers and students commute into the Town each day. Some businesses in Amherst are among the largest employers in Western New York and some provide unique products and services that reach far beyond the region. Amherst's residents, businesses and other stakeholders recognize the importance of planning and look to move forward as a community with plans to sustain its success and benefit from new opportunities in the future.

The Town's current comprehensive plan, the Bicentennial Comprehensive Plan, was prepared in the period from 2000-2004 and intended to guide its growth through 2018-2020. The Plan has served the Town well, and has been maintained and updated several times. Changing conditions and emerging trends in technology, demographics, housing, economics, mobility, land use, and lifestyles are reshaping communities throughout the country and in our region. Amherst seeks to be at the forefront of understanding and leveraging these trends in order to sustain its success and continue to be a model of innovation, prosperity, resilience, and a community of choice in the Western New York Region and in New York State. It is time to consider how these trends and others will shape Amherst's future.

The Town has undertaken a number of planning initiatives over the past several years. These small area plans will help inform a new comprehensive plan for the Town. The formulation of a new comprehensive plan and related implementation tools, along with possible revisions to development regulations will guide development, revitalization and sustainability in Amherst over the next 25 years.

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

PROPOSED SCOPE

The Town seeks to conduct a comprehensive planning process to formulate a new comprehensive plan and subsequently update its development regulations. Comprehensive planning is supported through a variety of tasks that provide an informed basis for a new plan. These could include but are not limited to the following: (1) review of local and regional planning initiatives, (2) inventory of existing demographics, conditions and trends, (3) a robust public engagement and visioning process, (4) creation of the plan, (5) further exploration of specific focal planning areas, and (5) development of implementation actions to achieve the plan's vision. This plan will also inform revisions to the Town's development regulations that would be funded through this bond.

The scope of these tasks may change as the nature of the project evolves.

Funding for this CIP project will be bonded against the Town of Amherst General Fund at a total cost of $250,000.00 financed entirely with serial bonds.

FINANCIAL SUMMARY

Professional Services	$ 248,750.00
Legal/Administrative	$ 1,250.00
Total Amount to be Bonded	$ 250,000.00

TAXATION SUMMARY

Total Bond Amount:	$250,000 (General Fund)
Bond Term:	5 Years
Annual Tax Impact:	$0.0157 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact:	$5.4386 per $346,000 AV at 100% Equalization

SEQR DETERMINATION

See the attached memo from the Amherst Planning Department.

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

Amherst

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

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

MEMORANDUM December 1, 2025

Town Board Agenda December 15, 2025

TO: Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Draft SEQR Negative Declaration – Comprehensive Planning Project

The Planning Department has reviewed the Map, Plan & Report for the subject project and determined it to be an Unlisted Action in accordance with Section 617.2(al) of the SEQR regulations. Attached is a draft SEQR Negative Declaration for the above referenced action that appears on the December 15, 2025 Town Board agenda. The Negative Declaration must be issued prior to the Board's action on the resolution.

Please contact me if there are any questions.

Attachment

DH/KA
X:\Special_Projects\CIP\2025 CIP\Comp Plan MPR\SEQR Memo 12-1-25.doc
cc: Town Clerk
Town Attorney

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

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

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Comprehensive Planning Project
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	December 15, 2025

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

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

Title of Action: Comprehensive Planning Project

SEQR Status: Unlisted Action.

Description of Action: Bonding and preparation of a comprehensive plan and subsequent revisions to development regulations.

Location: Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan & Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7(c), all indications are that the proposed action (Comprehensive Planning Project) will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan or the Town Zoning Ordinance. Rather, the projects implement Comprehensive Plan policies and objectives aimed at sound planning for neighborhoods, corridors and open spaces.

4. The action may affect properties within an area identified by the State as potentially containing significant cultural or archeological resources. Any site plans resulting from the proposed projects in archeologically sensitive areas may require submittal of an archeological assessment to show it will not impair the character or quality of important historical resources.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage.

6. The proposed action will not cause a major change in the use of either the quantity or type of energy.

7. The action will not create any hazard to human health.

8. The action will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage to ensure consistency with the scale of surrounding land uses.

9. The action will not significantly increase the number of people using the site over its previous level of use.

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

10. Significant negative traffic impacts are not expected to result from the proposed action.

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

Kim Amplement, Senior Planner — 12/2/25
Signature & title of preparer — date

_____ — _____
Brian J. Kulpa, Supervisor — date

DU/KA/ac
X:\Special_Projects\CIP\2025 CIP\Comp Plan MPR\Neg Dec 12-1-25.docx
cc: Town Clerk
Town Attorney

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1039 : Comprehensive Planning Project (Bond Resolution - $250,000))

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31243 **RESOLUTION 2025-1040** **ROLL CALL VOTE (ADOPTED)**

Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000)

AGENDA ITEM : DECEMBER 15th, 2025

TO: **Town Board**

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

DATE: **December 10, 2025**

RE: **Police Dispatch Interior Renovation Expansion**
2025-2030 C.I.P. – Project P0-1
Bond Resolution - $100,000

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

(1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $100,000.00 in serial bonds for the above-referenced Town improvement.

The adoption of the bond resolution does not require a public hearing to be held because the improvement is a Town improvement not involving a special district.

Also attached is the Map Plan and Report which provides further detail on the scope of the project.

Thank you.

SBB:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item – December 15, 2025**)
Jennifer Adams, CPA, Interim Comptroller (*w/attachments*)
Lynda Juul, Director of Finance (*w/attachments*)
Sean Pellow, Director of Facilities (*w/attachments*)
Scott Chamberlin, Chief of Police (*w/attachments*)

12/15/2025
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. A motion to approve the Bond

resolution was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

Bond Resolution - $100,000

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

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

MEMORANDUM November 21, 2025

TO: Sean Pellow, Director of Facilities

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

RE: SEQR Classification – Police Dispatch Interior Renovation Expansion
2025-2030 C.I.P. Project PO-1

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

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\11_21_2025_PO-1_Police Dispatch Interior Expansion.docx

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

Attachment: SEQR.APDReno-12092025101000 (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

December 15, 2025

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on December 15, 2025.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Shawn Lavin, Deputy Supervisor/Councilman Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED DECEMBER 15, 2025, AUTHORIZING IMPROVEMENTS TO THE POLICE DISPATCH FACILITIES, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $865,500, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $100,000 TO FINANCE A PORTION OF SAID APPROPRIATION, AND THE APPLICATION OF $750,000 IN DASNY/STATE GRANTS AND $15,500 IN POLICE DEPARTMENT BUDGETARY FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake improvements to the Police Dispatch Facilities, as described in the map, plan and report dated December 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project PO-1). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $865,500 and said amount is hereby appropriated for such purpose. The plan of financing includes (i) the issuance of bonds in the aggregate principal amount of $100,000 to finance said appropriation, (ii) $750,000 in an DASNY/State of New York grant, (iii) $15,500 in Police Department budgetary funds, and (iv) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $100,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter

Attachment: CertBondReso (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

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

(a) The period of probable usefulness applicable to the specific object or purpose for which said $100,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 12(a)(2) of the Law, is fifteen (15) years.

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

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

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made

Attachment: CertBondReso (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Attachment: CertBondReso (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on December 15, 2025, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

"BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED DECEMBER 15, 2025, AUTHORIZING IMPROVEMENTS TO THE POLICE DISPATCH FACILITIES, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $865,500, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $100,000 TO FINANCE A PORTION OF SAID APPROPRIATION, AND THE APPLICATION OF $750,000 IN DASNY/STATE GRANTS AND $15,500 IN POLICE DEPARTMENT BUDGETARY FUNDS RECEIVED OR EXPECTED TO BE RECEIVED AND TO BE EXPENDED TOWARDS THE COST OF SAID OBJECT OR PURPOSE"

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

FIRST: AUTHORIZING said Town is authorized to undertake improvements to the Police Dispatch Facilities, as described in the map, plan and report dated December 2025, prepared by the Town Facilities Department (2025-2030 Capital Improvement Program Project PO-1); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $865,500; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes (i) the issuance of bonds in the aggregate principal amount of $100,000 to finance said appropriation, (ii) $750,000 in an DASNY/State of New York grant, (iii) $15,500 in Police Department budgetary funds, and (iv) the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $100,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

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

Attachment: CertBondReso (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

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

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

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

DATED: December 15, 2025

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on December 15, 2025, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of December, 2025.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

AFFIDAVIT OF POSTING

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

FRANCINA J. SPOTH, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned she was the duly elected, qualified and acting Town Clerk of the Town of Amherst, State of New York;

That on _____, 2025, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on December 15, 2025, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

_____
Town Clerk

Subscribed and sworn to before me
this _____ day of December, 2025.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond Resolution - $100,000))

Town of Amherst

Police Department

Police Dispatch Expansion

2025 – 2030 Capital Improvement Project PO-1

MAP, PLAN & REPORT

December 2025

Contents:

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

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

Attachment: MPR 2025 PO-1 Police Dispatch Expansion - FINAL (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond

Background

The **Town of Amherst Police Department** is a critical public safety facility that serves as the central hub for law enforcement operations within the town. This facility houses essential departments and resources that support public safety, emergency response, and community policing efforts.

As part of ongoing improvements, the Town is undertaking a renovation of the Dispatch and Records Area to enhance emergency response capabilities and operational efficiency. The project will focus on modernizing technology, optimizing workflow, and improving the work environment for dispatch and records personnel.

The Town of Amherst has identified Project "PO-1", as a 2025 project to provide capital improvements to the Amherst Police Department.

Summary of All 2025 – 2030 Capital Improvement Program Approved Projects

Planning Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2025	2026	2027	2028	2029	2030	Total Cost 2025-2030
P-1	**Comprehensive Planning:** Management and formulation of a new comprehensive plan and other planning initiatives that will guide revitalization and development over the next 25 years.	200 LA	200 LA					$400,000

TOTAL PLANNING BONDING (2025): $200,000

Police Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2025	2026	2027	2028	2029	2030	Total Cost 2025-2030
PO-1	**Police Dispatch Expansion:** Design and construction of a dispatch / communication center.	100 LA 750 F/S 300 F/S						$1,150,000
PO-2	**Town-Wide Centralized Security Improvements:** Security and building improvements such as security camera upgrades, access control system improvements, physical barriers / fencing and fixtures.	50 LA	50 LA	50 LA	50 LA	50 LA	50 LA	$300,000
PO-3	**Police Information Technology Improvements:** Upgrade to police building IT servers, network infrastructure and phone system, which are outdated.		175 LA					$175,000
PO-4	**Amherst Police Department Building Improvements:** Engineering, planning and design, and construction to replace all windows and sills over a multi-phased project.			330 LA	330 LA			$660,000
PO-5	**Police & Court Roof Improvements Phase 2:** Complete phase 2 of the roofing project for the shared Amherst Court and Police maintenance garage.		395 LA					$395,000

Key:

Funding Source
T – Tax
L – Bond
S – Surplus
E – Encumbered
I/M – I&I or Mitigation Funds
RF – Recreation Fund
OF – Open Space Fund
F/S – Federal or State Aid
X – Private Source
ARPA – American Rescue Plan

Funding Account
A – General Account
B – Part Town
C – Community Environment
D – Highway
F – Lighting
G – Sanitary Sewer District
H – Storm Drainage District
I – Water District
W – Water Pollution Control Facility
– Special District Number
NS – None Submitted

29

Attachment: MPR 2025 PO-1 Police Dispatch Expansion - FINAL (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond

Location

The parcel is located at 500 John James Audubon Parkway, Amherst NY 14228. SBL: 41.03-1-66.

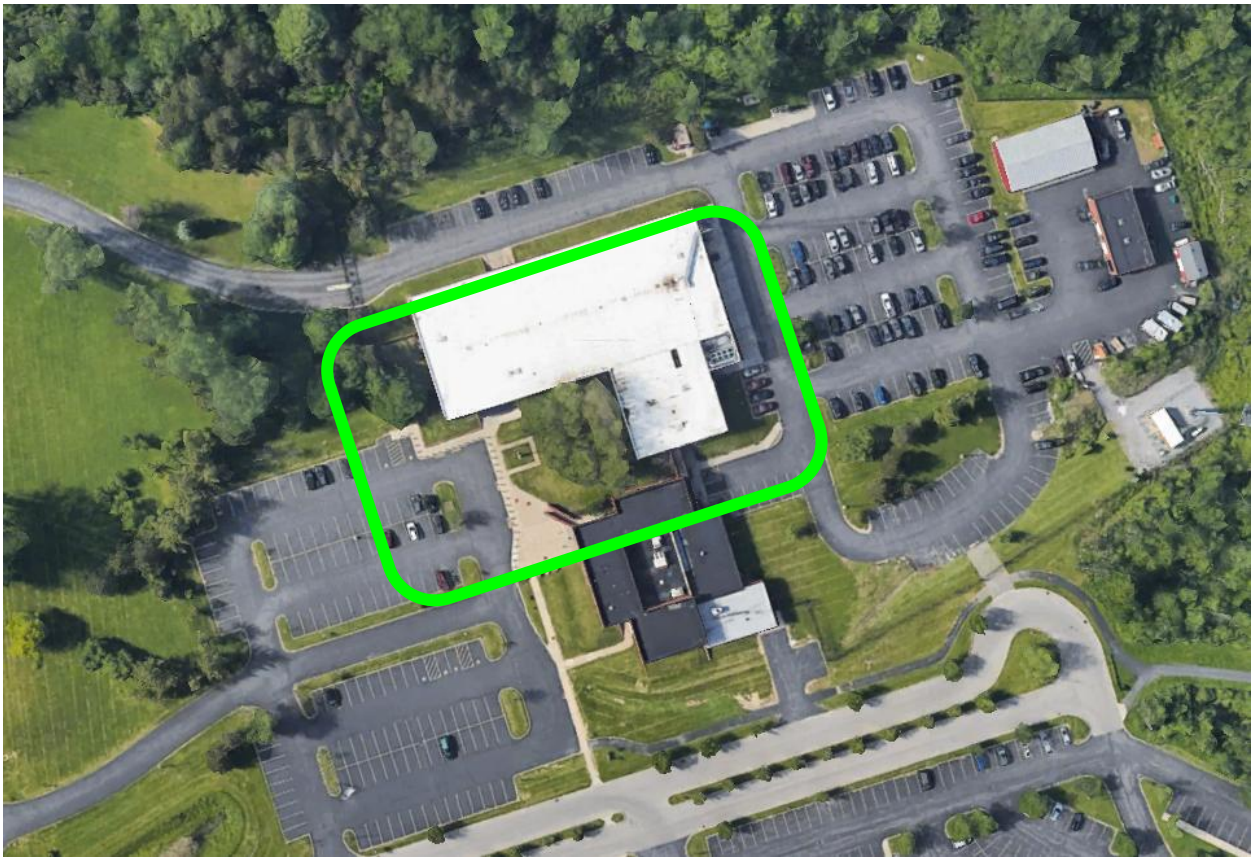


Figure 1 - Project Location



Figure 2 – Building on Site

Attachment: MPR 2025 PO-1 Police Dispatch Expansion - FINAL (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond

Attachment: MPR 2025 PO-1 Police Dispatch Expansion - FINAL (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond

Project Description and Improvements

The project includes the following scope of work:

- Interior renovation of existing 911 dispatch area.
- Interior renovation of existing records area and public interaction vestibule.
- Associated equipment, security, and specialty construction items.
- Associated mechanical, electrical, plumbing, and data renovations.

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

Project Justification

This project is necessary to modernize the Amherst Police Department's Dispatch and Records area. The facility was originally designed for a smaller workforce and lower call volume but is now undersized to meet current demands. Additionally, upgrades are required to meet modern public safety standards, integrate advanced emergency response technology, and provide a functional and secure workspace for dispatch and records personnel. These improvements are crucial for ensuring the Dispatch Center can effectively support the Police Department's day-to-day operations and continue to protect and serve the Town of Amherst efficiently.

Anticipated Project Schedule

Bond Action: December 2025
Construction: Starting June 2026, anticipated end date December 2027

Financial Summary

The Town of Amherst identified $100,00 in funding to cover design fees in the 2025-2030 Capital Improvement Program under Project PO-1. The funds have been identified as a General Fund Bond with a minimum useful life of 10 years. Additional funding of $15,500 will be used from the Police Department budget to fully fund anticipated design costs. In addition, funding has been received through Assemblywoman Karen McMahon under a DASNY grant in the amount of $750,000. Any design funds remaining from the bond or budget will be used toward construction. Please note that the CIP showed an additional $300,000 in other funding, but that has not been received to date and is not included in this project at this time.

Design	$115,000.00
Construction	$750,000.00
Legal / Admin	$500.00
Total Project Cost	$865,500.00
Less: DASNY Grant	($750,000.00)
Less: Amount Funded from APD Budget	($15,500.00)
Total Amount to be Bonded	$100,000.00

Taxation Summary

Total Bond Amount	$100,000 (General Fund)
Bond Term	10 Years
Annual Tax Impact	$0.0069 cost per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact	$2.3881 per $346,000 AV at 100% Equalization

Town of Amherst SEQR Determination

See attached memo from the Amherst Planning Department.

Attachment: MPR 2025 PO-1 Police Dispatch Expansion - FINAL (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

MEMORANDUM November 21, 2025

TO: Sean Pellow, Director of Facilities

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

RE: SEQR Classification – Police Dispatch Interior Renovation Expansion
2025-2030 C.I.P. Project PO-1

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

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\11_21_2025_PO-1_Police Dispatch Interior Expansion.docx

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

Attachment: MPR 2025 PO-1 Police Dispatch Expansion - FINAL (RES-2025-1040 : Police Dispatch Interior Renovation Expansion (Bond

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31244 **RESOLUTION 2025-1041** **ADOPTED**

2026 Fire Protection District Contracts (CRS#S 5997-6009) - Set PH

AGENDA ITEM – DECEMBER 15th, 2025

TO: **Town Board**

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

DATE: **December 10, 2025**

RE: **2026 Fire Protection District Contracts:**
***Fire Protection District No. 1 - Autumn Harvest (CRS#5997)**
***Fire Protection District No. 2 - Lamm Post (CRS#5998)**
***Fire Protection District No. 3 - Lehn Springs (CRS#5999)**
***Fire Protection District No. 4 - Mill Street (CRS#6000)**
***Fire Protection District No. 15 - Park Club (CRS#6001)**
***Fire Protection District No. 16 - Williamsville-Sheridan (CRS#6002)**

*** ***

Fire Protection District No. 9 - Ellicott Creek Volunteer Fire Company, Inc. (CRS#6003)
***Fire Protection District No. 11 - Getzville Fire Company, Inc. (CRS#6004)**
***Fire Protection District No. 14 – Main Transit Fire Department, Inc. (CRS#6005)**
***Fire Protection District No. 10 - North Amherst Fire (CRS#6006)**
***Fire Protection District No. 18 - North Bailey Fire Company, Inc. (CRS#6007)**
***Fire Protection District No. 13 - East Amherst Fire (CRS#6008)**
***Fire Protection District No. 12 - Swormville Fire Dept., Inc. (CRS#6009)**

Kindly schedule a Public Hearing for January 20, 2026 at 7:00 p.m. to approve the above-referenced Fire Protection Contracts for the 2026 calendar year.

Thank you.

SBB:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : December 15, 2025**)

12/15/2025
Consent

FINANCIAL IMPACT:

As detailed in the attached 2026 approved budget (F fund)

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

Attachment: DOC121025-12102025142504 (RES-2025-1041 : 2026 Fire Protection District Contracts

Town of Amherst
Fire Protection & Fire Districts
2026 Adopted Budget

			Contract 4110
Fire Protection			
	Autumn Harvest F3001	2026	53,621.53
			44,592.22
			(9,029.31)
	Lamm Post F3002	2026	0.12
			0.10
			(0.02)
	Lehn- Springs F3003	2026	12,691.39
			10,590.94
			(2,100.45)
	Mill F3004	2026	11,621.30
			9,672.18
			(1,949.12)
	Ellicott Creek F3009	2026	740,637.21
			755,449.95
			14,812.74
	North Amherst F3010	2026	156,061.00
			159,182.21
			3,121.21
	Getzville F3011	2026	1,414,170.63
			1,442,454.04
			28,283.41
	Swormville F3012	2026	486,347.10
			496,074.04
			9,726.94
	East Amherst F3013	2026	797,333.68
			813,280.35
			15,946.67

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31245 **RESOLUTION 2025-1042** **ADOPTED**

Second Amendment to IMA - Town of Amherst and County of Erie (Original CRS#5773/CRS#6024)

AGENDA ITEM: DECEMBER 15TH, 2025

TO: **Town Board**

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

DATE: **December 10, 2025**

RE: **Second Amendment To Intermunicipal Agreement for the Redevelopment, Operation and Management of Real Property Commonly Known as 772 North Forest Road and 385 and 391 Maple Road, formerly Westwood Country Club now known as Willowdale Park (Original CRS# 5773/CRS#6024)**

Kindly adopt a resolution authorizing the Supervisor to execute the Second Amendment to the Intermunicipal Agreement (CRS#6024) relative to the above matter pending successful completion of the CRS.

Thank you.

SBB:EAB:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item – December 15, 2025)**

12/15/2025
Consent

FINANCIAL IMPACT:

Amount and Accounts TBD

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

SECOND AMENDMENT TO AGREEMENT

THE COUNTY OF ERIE
AND
THE TOWN OF AMHERST

THIS SECOND AMENDMENT TO AGREEMENT ("**Second Amendment**"), dated as of the latter of the signature dates below, is by and between the **COUNTY OF ERIE**, a municipal corporation of the State of New York, with offices located at 95 Franklin Street, Buffalo, New York 14202 (hereinafter referred to as the "County") and the **TOWN OF AMHERST,** a municipal corporation of the State of New York, having an office and place of business at 5583 Main Street, Williamsville, New York, 14221 (hereinafter referred to as the "Town").

WHEREAS, the County and the Town have entered into an Intermunicipal Agreement ("Agreement") dated January 18, 2023; and

WHEREAS, the parties desire to amend Section 6.0, "Term of Agreement" to allow for the completion of the approved Scope of Services, as detailed in the "Amended Schedule B" included in the First Amendment to the Agreement ("First Amendment"), dated June 25, 2024.

NOW, THEREFORE, in consideration of the above, and to reflect the current status of the Project, and for other good and valuable consideration, the receipt and sufficiency of which are hereby reaffirmed and acknowledged, the County and Town agree that the following sections of the Agreement shall be amended as follows:

a. **Section 6.0**. The term of this agreement shall terminate on December 31, 2027.

AND IT IS FURTHER AGREED that in the event of any inconsistencies between the Agreement and this Second Amendment, the terms of this Second Amendment shall control. Except as expressly set forth in this Second Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Second Amendment.

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to Erie County Agreement to be duly executed by their authorized officers and/or agents as of the day and year first set forth above.

Attachment: 12.10.2025 draft Second Amendment Intermunicipal Agreement EC_TOA _ 23-35-EP (RES-2025-1042 : Second Amendment to IMA -

Attachment: 12.10.2025 draft Second Amendment Intermunicipal Agreement EC_TOA _ 23-35-EP (RES-2025-1042 : Second Amendment to IMA -

COUNTY OF ERIE

By: _____
Name: Mark C. Poloncarz/Lisa Chimera
Title: County Executive/Deputy County Executive
Date:_____

TOWN OF AMHERST

By: _____
Name:
Title:
Date:_____

APPROVED AS TO CONTENT

_____
By: Daniel R. Castle, AICP
Title: Commissioner of Environment & Planning

APPROVED AS TO FORM

_____
By: Richard Stanton
Title: Assistant County Attorney
Document No.: _____
Date: _____

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31253 **RESOLUTION 2025-1043** **ADOPTED**

Amendment to Current Extension – Harris Beach, PLLC Original CRS#1821/CRS#4395/CRS#6020)

AGENDA ITEM – DECEMBER 15TH, 2025

TO: **Town Board**

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

DATE: **December 10, 2025**

RE: **Amendment To Current Extension – Harris Beach, PLLC (CRS#6020)**
Original Contract – CRS#1821
CRS#4395 Current Extension

Kindly authorize the Supervisor to execute the attached Amendment extending the retention of Harris Beach PLLC as bond counsel for all Town bond financing matters for an additional 60 days, effective January 1, 2026 through and including March 2, 2026 at the negotiated fee schedule set forth in its current contract with the Town for said services pending successful routing of the CRS.

Thank you.

SBB:NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item – December 15, 2025**)
Lynda Juul, Director of Finance (*w/attachment)*
Jennifer Adams, CPA, Interim Town Comptroller (*w/attachment)*

12/15/2025
Consent

FINANCIAL IMPACT:

Amount to be determined: A9710, KPXXXX/4110, 4970

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

THIS AMENDMENT, made this 15th of December, 2025, by and between the Town of Amherst, a municipal corporation of the State of New York, having an office and place of business at the Amherst Municipal Building, 5583 Main Street, Williamsville, New York 14221 (hereinafter referred to as the "Town") and Harris Beach, PLLC, having an office and place of business at 726 Exchange Street, Suite 1000, Buffalo, New York 14210 (hereinafter referred to as the "Firm).

WHEREAS, the current extension for the existing contract expires on December 31st, 2025; and

WHEREAS, the Town would like to amend the current extension for the Firm which serves as bond counsel to the Town in connection with the Town's authorization and issuance of debt securities and said Firm providing related legal services to Town officials and staff for an additional 60 days, commencing on the 1st day of January, 2026 and expiring on March 2, 2026; and

WHEREAS, the parties acknowledge that Jeffrey E. Storch, Esq., will be the Firm representative responsible for the supervision of this engagement, but the Town is engaging the Firm as a whole and not a sole attorney; and

WHEREAS, all other terms and conditions of the original contract shall remain in full effect;

NOW, THEREFORE, this Amendment to the current extension shall not be enforceable until:

1.) The Town Board authorizes such Amendment by authorizing the Supervisor to execute said Amendment; and

2.) Until the Amendment is signed by all parties.

HARRIS BEACH, PLLC

By: _____

Printed Name: Jeff Storch

Title: PARTNER

TOWN OF AMHERST

By: _____

Brian J. Kulpa, Town Supervisor

Attachment: Amhert Sign (RES-2025-1043 : Amendment to Current Extension – Harris Beach, PLLC (Original CRS#1821/CRS#4395/CRS#6020))

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31277 **RESOLUTION 2025-1044** **ADOPTED AS AMENDED**

Lawley Insurance Proposal/Insurance Binder (CRS #6028)

AGENDA ITEM – DECEMBER 15th, 2025

TO: **Town Board**

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

DATE: **December 15, 2025**

RE: **Town of Amherst Insurance Coverage Effective 1.1.2026**

Lawley Insurance Proposal/Binder ~~($1,303,039.34~~) ($1,305,460.94) (CRS #6028)

Property - $~~313,409.00~~ $314,859.00
Primary General Liability ($1m xs $1m SIR) - $~~112,587.00~~ $114,037.00
Primary Auto Liability ($1m xs $1m SIR) - $136,883.00
Excess Workers Compensation - ~~$155,104.00~~ $155,271.00
Excess Liability Policy A ($10m Excess) - $187,657.00
Excess Liability Policy B ($5M xs $10M) - $172,230.19
Excess Liability Policy C ($5M xs $15M) - $134,377.00
Crime - ~~$4,562.00~~ $3,916.00
Cyber Liability - $31,230.75
Abuse/Molestation 3-Year Tail – ~~n/a~~ - Pursuant to previously paid for contract

****Total Insurance Premium - ~~$1,248,039.94~~ $1,250,460.94**

Lawley Broker Fee (in Lieu of Commission) - $55,000.00 - Pursuant to an already approved contract and not included in total

****Total Program Cost - ~~$1,303,039.94~~ $1,305,460.94**

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

BE IT RESOLVED, the Town Board authorizes the Supervisor to execute the forms that are required to begin the process of binding insurance coverage for the Town of Amherst beginning January 1, 2026; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to execute the insurance proposal/binder pending successful completion of the CRS.

Thank you.

SBB:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - December 15, 2025**)
Lynda Juul, Director of Finance
Jennifer Adams, CPA, Interim Town Comptroller

12/15/2025
A motion to approve was made by Supervisor Kulpa and seconded by Councilmember Berger. A motion was then made by Councilmember Berger to amend, seconded by Councilmember Marinucci and unanimously approved 4-0. Amendment changes the amounts. A motion to approve as amended was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0.

FINANCIAL IMPACT:

P1915.4930/R1915.4930 - $1,305,460.94

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31255 **RESOLUTION 2025-1045** **ADOPTED**

New Firefighter for Swormville Fire Company

New firefighter for the Swormville Fire Company lives in the Town of Clarnce but resides within the fire district.

Teiba Shakil
8061 Transit Road
East Amherst, NY 14051

12/15/2025
Consent

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

Swormville Fire Company

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 **Fax:** (716) 688-4736

STATEMENT OF VOLLUNTEER FIRE COMPANY OFFICIAL

Teiba Shakil
(Name)

8061 Transit Rd
(Address)

E. Amherst, N.Y. 14051

The address of the applicant listed above is within the fire protection district or territory protected by such Fire Protection District to which he / she is applying, namely **Swormville Fire Company.** We have verified the applicant's residence address were applicable by examining their driver's license or other document such as a lease, utility bill, paystub, or other suitable document.

Craig Swanson
(Craig Swanson, Membership Committee)

Date: 12/ 9 /25

Attachment: Swormville Fire_20251209_103511 (RES-2025-1045 : New Firefighter for Swormville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31247 **RESOLUTION 2025-1046** **ADOPTED**

Harlem Road Community Center - General Construction Contract CRS #6012

WHEREAS, the Facilities/Building Maintenance Department received bids on December 4, 2025 for a General Construction Contract for Capital Improvements at the Harlem Road Community Center; and

WHEREAS, the bid process resulted in responses from three (3) bidders 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 Sicoli Construction Services, Inc. in the amount of $426,000. This amount represents the base bid as well as alternates 4, 6, & 7; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Sicoli Construction Services, Inc.

12/15/2025
Consent

FINANCIAL IMPACT:

KP2505.4972 | $426,000.00

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

BID TABULATION FORM
Town of Amherst
Harlem Road Community Center - Aud. Renovation
2025-F-5.1
12/4/2025

Green = AWARD WORK

Contractor Name	Addenda (2 issued)	Bid Bond Present	BASE BID	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Alternate #5	Alternate #6	Alternate #7
				Balcony Seats	Refinish Stage Floor	Additional Lighting	Door Hardware	Select Demo (Lower Level)	Painting	Acoustic Panels
GENERAL CONSTRUCTION - Contract 101										
Sicoli Construction Service, Inc	Yes	Yes	**$ 359,600.00**	$ 67,000.00	$ 12,000.00	$ 12,000.00	**$ 26,400.00**	$ 13,500.00	**$ 20,000.00**	**$ 20,000.00**
Montante Constriction, LLC	Yes	Yes	**$ 410,600.00**	$ 74,900.00	$ 8,500.00	$ 7,400.00	$ 37,800.00	$ 22,100.00	$ 39,500.00	$ 20,400.00
Willett Builders, Inc.	Yes	Yes	**$ 384,000.00**	$ 65,000.00	$ 21,000.00	N/A	$ 33,000.00	$ 16,000.00	$ 23,000.00	$ 10,000.00
ELECTRICAL - Contract 102										
Weydman Electrical	Yes	Yes	**$ 53,800.00**	N/A	N/A	$ 62,500.00	N/A	N/A	N/A	N/A

Attachment: 2025-12-04 Bid Tab, HRCC Aud for Resolution (RES-2025-1046 : Harlem Road Community Center - General Construction Contract)

TOWN OF AMHERST

Facilities

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

December 9, 2025
AGENDA – DECEMBER 15, 2025

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

Re: **Award of Bid – Sicoli Construction Services, Inc. for General Construction Contract (Prime)**
Harlem Road Community Center – Auditorium Renovation
TOA Project No. 2025-F-5.1

Greetings Councilmembers,

On December 4th, 2025, bids were received for the above referenced project. After a review of one (3) general construction bids received (bid tabulation attached), we recommend award of this contract to **Sicoli Construction Services, Inc.,** 4800 Hyde Park Blvd, Niagara Falls, NY 14305, in the amount of **$426,000.00**.

We conducted a de-scope meeting on December 5, 2025 with the contractor and find them to be a responsible bidder. The project scope includes renovation of the auditorium, including new seating at the lower level and upgrades to door hardware and interior finishes. The contract includes base bid work plus three alternates.

Funding for this contract shall be from account **KP2505**, and work is expected to be completed by the end of 2026.

Thank you for considering this request,

Anne Dafchik, AIA, NCARB
Town Architect

cc: Brian J. Kulpa – Supervisor
Councilmembers
Steven Bengart –Town Attorney
Lynda Juul – Director of Contract Compliance
Jennifer Adams – Interim Comptroller
Ann E. Fickelscherer – Supervising Accountant
Sean Pellow – Facilities
Mary-Diana Pouli – Executive Director of Youth & Rec Dept

enc: Bid Tabulation

x:\administrative\- buildings\harlem rd comm center\4. capital projects\2025-f5 aud reno\ca\1. bidding\post bid de-scope\award rec letter - hrcc sicoli.docx

Attachment: 2025-12-09 Award Rec Letter - HRCC Sicoli (RES-2025-1046 : Harlem Road Community Center - General Construction Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31248 **RESOLUTION 2025-1047** **ADOPTED**

Harlem Road Community Center - Electrical Contract CRS #6013

WHEREAS, the Facilities/Building Maintenance Department received bids on December 4, 2025 for an Electrical Contract for Capital Improvements at the Harlem Road Community Center; and

WHEREAS, the bid process resulted in responses from one (1) bidder 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 Weydman Electric Inc. in the amount of $53,800; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Weydman Electric Inc.

12/15/2025
Consent

FINANCIAL IMPACT:

KP2505.4972 | $53,800.00

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

BID TABULATION FORM
Town of Amherst
Harlem Road Community Center - Aud. Renovation
2025-F-5.1
12/4/2025

Green = AWARD WORK

Contractor Name	Addenda (2 issued)	Bid Bond Present	BASE BID	Alternate #1	Alternate #2	Alternate #3	Alternate #4	Alternate #5	Alternate #6	Alternate #7
				Balcony Seats	Refinish Stage Floor	Additional Lighting	Door Hardware	Select Demo (Lower Level)	Painting	Acoustic Panels
GENERAL CONSTRUCTION - Contract 101										
Sicoli Construction Service, Inc	Yes	Yes	**$ 359,600.00**	$ 67,000.00	$ 12,000.00	$ 12,000.00	**$ 26,400.00**	$ 13,500.00	**$ 20,000.00**	**$ 20,000.00**
Montante Constriction, LLC	Yes	Yes	**$ 410,600.00**	$ 74,900.00	$ 8,500.00	$ 7,400.00	$ 37,800.00	$ 22,100.00	$ 39,500.00	$ 20,400.00
Willett Builders, Inc.	Yes	Yes	**$ 384,000.00**	$ 65,000.00	$ 21,000.00	N/A	$ 33,000.00	$ 16,000.00	$ 23,000.00	$ 10,000.00
ELECTRICAL - Contract 102										
Weydman Electrical	Yes	Yes	**$ 53,800.00**	N/A	N/A	$ 62,500.00	N/A	N/A	N/A	N/A

Attachment: 2025-12-04 Bid Tab, HRCC Aud for Resolution (RES-2025-1047 : Harlem Road Community Center - Electrical Contract)

TOWN OF AMHERST

Facilities

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

December 9, 2025
AGENDA – DECEMBER 15, 2025

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

Re: **Award of Bid – Weydman Electrical, Inc. – Electrical Contract (Prime)**
Harlem Road Community Center – Auditorium Renovation
TOA Project No. 2025-F-5.1

Greetings Councilmembers,

On December 4th, 2025, bids were received for the above referenced project. After a review of one (1) electrical bid received (bid tabulation attached), we recommend award of this contract to **Weydman Electric, Inc.,** 747 Young Street, Tonawanda NY 14150, in the amount of **$53,800.00**.

We conducted a de-scope meeting on December 5, 2025 with the contractor and find them to be a responsible bidder. The project scope includes renovation of the auditorium, including lighting upgrades.

Funding for this contract shall be from account **KP2505**, and work is expected to be completed by the end of 2026.

Thank you for considering this request,

Anne Dafchik, AIA, NCARB
Town Architect

cc: Brian J. Kulpa – Supervisor
Councilmembers
Steven Bengart –Town Attorney
Lynda Juul – Director of Contract Compliance
Jennifer Adams – Interim Comptroller
Ann E. Fickelscherer – Supervising Accountant
Sean Pellow – Facilities
Mary-Diana Pouli – Executive Director of Youth & Rec Dept

enc: Bid Tabulation

x:\administrative\- buildings\harlem rd comm center\4. capital projects\2025-f5 aud reno\ca\1. bidding\post bid de-scope\award rec letter - hrcc weydman.docx

Attachment: 2025-12-09 Award Rec Letter - HRCC Weydman (RES-2025-1047 : Harlem Road Community Center - Electrical Contract)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31249 **RESOLUTION 2025-1048** **ADOPTED**

Change Order 1 - 30 S. Cayuga 2Nd Floor Carpet CRS #5992

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $1,020.00.

This Change Order incorporates major floor preparation work which was found during demolition of the existing carpet.

The overall project cost shall **increase** funds used from account KP2302.4972.

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

Thank you for considering this request.

12/15/2025
Consent

FINANCIAL IMPACT:

KP2302.4972 | $1,020.00

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

ALLASEN CARPET CO., INC.
394 FRANKLIN STREET
BUFFALO, NY 14202
Telephone: 716-854-3127 Fax: 716-854-4585

CG501496

ACKNOWLEDGMENT

Sold To	Ship To
TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221	TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 30 S. CAYUGA 2ND FLOOR OFFICES WILLIAMSVILLE, NY 14221

Order Date	MAIN	PO Number	Order Number
11/19/25		2503901	CG501496

Inventory	Style/Item	Color/Description	Quantity	Units	Price	Extension
		RE: 30 S. CAYUGA, 2ND FLOOR OFFICES				
		208 SY SHAW CARPET TILE STYLE DIFFUSE 59575 COLOR MAGNETIC FIELD 75505				$ 5,148.00
		LABOR TO INSTALL CARPET TILE				2,670.00
		600 FT 4 1/2" BASE INSTALLED				2,400.00
		(2) 4 GAL SHAW 5000 ADHESIVE				220.00
		6 FT DOORWAY TRANSITIONS				32.00
		SKIM COAT EXISTING FLOOR 1872 SF				1,950.00
		NYS CONTRACT #PC70142				

— 12/09/25 — 12:06PM —

Sales Representative(s):
ROBERT HAGER

Thank you for your business...

Material:	0.00
Service:	12,420.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00
INVOICE TOTAL:	**$12,420.00**
Less Payment(s):	0.00
BALANCE DUE:	**$12,420.00**

Attachment: Change Order 1 (RES-2025-1048 : Change Order 1 - 30 S. Cayuga 2Nd Floor Carpet)

ALLASEN CARPET CO., INC.
394 FRANKLIN STREET
BUFFALO, NY 14202
Telephone: 716-854-3127 Fax: 716-854-4585

ES500720

QUOTE

Sold To	Ship To
TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221	TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 30 S. CAYUGA 2ND FLOOR OFFICES WILLIAMSVILLE, NY 14221

Quote Date	MAIN	PO Number	Quote Number
08/06/25			ES500720

ALLASEN CARPET CO., INC. agrees to furnish the materials specified above for a total sum of _____. A deposit of _____ is hereby acknowledged, and the balance, _____ is to be paid upon completion. The undersigned further agree(s): ~~(1) payments made after the due date are subject to a finance charge of 1.5% per month,~~ and (2) if the delinquent account is referred to our attorneys for collection, you are responsible for cost and disbursements of the litigation plus legal fees in the amount of one-third of the amount owed. B.H.

Witness:_____ Purchaser:_____

11/18/25 — 11:55AM

Sales Representative(s):
ROBERT HAGER

Material:	0.00
Service:	12,420.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00
QUOTE TOTAL:	**$12,420.00**

Attachment: Change Order 1 (RES-2025-1048 : Change Order 1 - 30 S. Cayuga 2Nd Floor Carpet)

Town of Amherst
Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
New Carpet - 2nd Floor Carpet	Contract For: New 2nd Floor Capreting	Change Order Number: 001
2025-F-5797	Date: 11/13/2025	
OWNER:	**ENGINEER:**	**CONTRACTOR:**
Town of Amherst	Anne Dafchik	Allasen Carpet
5583 Main St.	30 S. Cayuga Road	349 Franklin St.
Williamsville, NY 14221	Willimasville, NY 14221	Buffalo, NY 14202

The Contract is changed as follows:

This Change Order reflects the addition of major floor preparation work required prior to installing new carpet on the second floor. This work was not included in the original quote. It also removes the demolition and disposal portion of the original scope.

The original Contract Sum was	**$ 11,400.00**
The net change by previously authorized Change Orders	**$ 0.00**
The Contract Sum prior to this Change Order was	**$ 11,400.00**
The Contract Sum will be increased by this Change Order in the amount of	**$ 1,020.00**
The new Contract Sum, including this Change Order, will be	**$ 12,420.00**
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	Allasen Carpet	Town of Amherst
ARCHITECT/ENGINEER	CONTRACTOR	OWNER
Anne Dafchik	Bob Hager	
SIGNATURE	SIGNATURE	SIGNATURE
Anne Dafchik, Architect	Bob Hager Salesman	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
12/9/2025	12/4/25	
DATE	DATE	DATE

Attachment: Change Order 1 (RES-2025-1048 : Change Order 1 - 30 S. Cayuga 2Nd Floor Carpet)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 31272 **RESOLUTION 2025-1049** **ADOPTED**

National Grid Rebate Program Agreement CRS #6010

WHEREAS, the Facilities/Building Maintenance Department is overseeing the LED Lighting Project at the Amherst Senior Center; and

WHEREAS, Global LED Solutions will be performing the work in accordance with National Grid's Energy Efficiency Rebate Program;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Facilities/Building Maintenance Department to participate in National Grid's Energy Efficiency Rebate Program; and

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign the agreement with National Grid; and

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

12/15/2025
Consent

FINANCIAL IMPACT:

Incentive of $56,933.10 (to be paid directly to the vendor, Global LED Solutions)

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

Terms & Conditions

nationalgrid

Date: 11/21/2025

Application # 16362974

Customer Name: TOWN OF AMHERST SR CITIZENS
Address: 370 JOHN JAMES AUDUBON PKWY
City, State, Zip: AMHERST, NY 14228
Electric Account: 04111-20011

CDO Vendor: Global LED Solutions
Application Date: 11/21/2025
CDO RPA: TRC ENGINEERS INC
Application #: 16362974

SMALL BUSINESS PROGRAM CUSTOMER DIRECTED OPTION AGREEMENT

Niagara Mohawk Power Corporation d/b/a National Grid ("National Grid") is offering an energy efficiency program ("Program") to certain commercial and industrial customers ("Customer") with an average monthly demand less than or equal to 250 kW. Under the Program, National Grid is offering to pay a portion of the cost of installing certain energy efficiency upgrades ("Incentives") at the facilities of eligible Customers as described in Section 7 below. Customer shall hire and use its own installation contractor ("Contractor") to install the energy efficiency measures ("Measures") at the Customer's facility (referred to herein as the "Customer Directed Option"). Measure installations must be completed within the calendar year.

The terms and conditions set forth below shall govern the Program and installation of the Measures and shall apply to the Customers that select this Customer Directed Option under this agreement (the "Agreement").

1. Proposed Measures

National Grid has used its independent Regional Program Administrator ("RPA") to conduct a pre-retrofit inspection of the Customer's facility based on an initial proposal provided by Customer and its Contractor. Customer has been provided with an Energy Savings Plan developed by the RPA which includes Measures to be installed and the Incentive which shall be paid to the Customer by National Grid after the Measures are installed by the Customer's Contractor and verified by National Grid and/or the RPA.

2. Measures to be Installed/Standards for Equipment

The Customer shall install, or cause to be installed, at Customer's facility the Measures described in the Energy Savings Plan. The Customer agrees that all equipment to be installed will meet applicable National Grid standards, a copy of which is available upon request by the Customer and/or its Contractor. The Customer shall make a commercially reasonable good faith effort to have the Measures installed within sixty (60) days of Customer signing this Agreement.

3. Requirements for Equipment Removal and Disposal

The Customer is responsible for disconnecting and permanently disabling (i.e., making unfit for use) all lighting equipment, including lamps, which shall be replaced pursuant to this Agreement. The Customer understands and agrees that disposal of lighting equipment which is removed from service shall be the sole responsibility of the Customer. The Customer understands and agrees that the lighting equipment removed from service shall 1) not be sold, transferred, conveyed or assigned and 2) not be installed in other facilities.
INITIAL HERE _____

4. Indemnification and Limitation of National Grid's Liability

The Customer shall indemnify, defend and hold harmless National Grid, its affiliates and their respective contractors, officers, directors, employees, and agents from and against any and all claims, damages, losses and expenses (including reasonable attorneys' fees and costs incurred to enforce this indemnity)(collectively, "Loss") arising out of, resulting from, or related to the Customer's participation in the Program except to the extent such Loss is caused by the negligence of National Grid. The provisions of this section shall survive the termination, cancellation or completion of the Customer's participation in the Program under this Agreement.
To the fullest extent allowed by law, National Grid's aggregate liability, regardless of the number of claims, shall be limited to paying approved Incentives to the Customer in accordance with this Agreement and the program materials, and National Grid and its affiliates and their respective contractors, officers, directors, employees and agents, shall not be liable to the Customer or any other party for any other obligation. To the fullest extent allowed by law and as part of the consideration for participation in the Program, the Customer waives and releases National Grid and its affiliates from all obligations (other than payment of an Incentive), and for any liability or claim in connection with this Agreement or the Program.

5. No Warranties or Representations by National Grid

(a) NATIONAL GRID DOES NOT ENDORSE, GUARANTEE, OR WARRANT ANY CONTRACTOR, MANUFACTURER OR PRODUCT, AND NATIONAL GRID MAKES NO WARRANTIES OR GUARANTEES IN CONNECTION WITH ANY PROJECT, OR ANY SERVICES PERFORMED IN CONNECTION WITH THE PROGRAM. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY WARRANTIES PROVIDED BY ORIGINAL MANUFACTURERS', LICENSORS', OR PROVIDERS' OF MATERIAL, EQUIPMENT, OR OTHER ITEMS PROVIDED OR USED IN CONNECTION WITH THE PROGRAM UNDER THIS AGREEMENT, INCLUDING ITEMS INCORPORATED IN THE PROGRAM, ("THIRD PARTY WARRANTIES") ARE NOT TO BE CONSIDERED WARRANTIES OF NATIONAL GRID AND NATIONAL GRID MAKES NO REPRESENTATIONS, GUARANTEES, OR WARRANTIES AS TO THE APPLICABILITY OR ENFORCEABILITY OF ANY SUCH THIRD PARTY WARRANTIES.

Attachment: National Grid (RES-2025-1049 : National Grid Rebate Program Agreement CRS #6010)

Terms & Conditions

nationalgrid

Date: 11/21/2025

Application # 16362974

(b) National Grid does not make any representations of any kind regarding the benefits or energy savings to be achieved by the Measures or the adequacy or safety of the Measures.

(c) Customer acknowledges and agrees that it is solely responsible (directly-based on its own judgment or indirectly-based on the advice of an independent expert (not National Grid)) for all aspects of the Measures and related work including, but not limited to: selecting the equipment; selecting contractors to perform the work; inspecting the work and the equipment; ensuring that the equipment is in good working order and condition; ensuring that the equipment is of the manufacture, design specifications, size and capacity selected by the Customer and that the same is properly installed and suitable for Customer's purposes; and determining if work was properly performed.

(d) INITIAL HERE _____

6. Access to Property

(a) Upon completion of the project, Customer will provide National Grid and/or RPA reasonable access to Customer's facility during normal business hours to perform a post-installation inspection of the installed Measures to determine whether Program conditions have been met.

(b) The Customer shall further allow National Grid and/or RPA to make a reasonable number of follow-up visits during the twenty-four months following installation, with advance written notice by National Grid and at a time mutually agreed to and convenient to the Customer.

7. Customer Incentive

National Grid agrees to provide an incentive to the Customer in the amount up to but no more than $ 56,933.10 after the installation is complete and the following conditions are met:

a. Customer provides RPA with:
1. Certification of Installation program document signed by Customer or its representative;
2. Copies of all Invoices from its Contractor listing the total cost of the project;
3. Copies of all permits/permit applications that may be required by law for the installation

b. Upon receipt of documentation listed above, the RPA will conduct post inspection of the Customer's facility and verify that the installed measures match those Measures identified in the Energy Savings Plan referenced in Section 1 above. Any discrepancies between the installed measures and the Measures identified in the Energy Savings Plan will result in an adjustment to the payment by National Grid.

c. In the event that the amount above exceeds the amounts provided in the invoices, the Customer understands and agrees that National Grid reserves the right to pay up to but no greater than the amount provided in the invoices.

8. Customer Contribution

The Customer shall pay their share of the project cost, a contribution not to exceed $ 24,399.90 , directly to the installation contractor designated by the customer.

incentive capped at 70%

If the Customer is choosing not to finance their portion of the project cost, please check the appropriate option below:

☐ Customer will receive an incentive check (customer has paid contractor in full)

☐ Contractor will receive an incentive check (customer has paid their portion to contractor)

9. Participation in Other Energy Efficiency Programs

The Customer agrees that the Measures to be installed referenced in Section 2 above are not eligible for incentives from other Energy Efficiency programs, specifically including any incentives paid directly by National Grid to distributors and/or suppliers of any LED screw-in or linear fluorescent lamps to be installed.

Customer Consent: Customer of National Grid agrees and authorizes the utility's sharing of the participant-customer's information and/or project-level information with New York State Department of Public Service Staff and NYSERDA, including its agents or authorized representatives, consistent with NYSERDA's New York State Public Service Commission and statutorily authorized responsibilities, including, but not limited to supporting market development initiatives, and other evaluation and measurement activities. (For clarity, the term project level includes the information based on the scope of the project, including, but not limited to, aggregated and anonymized whole building, building or subsets of the project.)

Attachment: National Grid (RES-2025-1049 : National Grid Rebate Program Agreement CRS #6010)

Terms & Conditions

nationalgrid

Date: 11/21/2025

Application # 16362974

10. General Provisions

This Agreement does not grant any rights to any third parties. This Agreement shall be interpreted and enforced according to the laws of the state of New York. In the event of any conflict or inconsistency between this Agreement and any program materials, this Agreement shall be controlling. There shall be no amendment to this Agreement or any program materials unless such is made by National Grid.

11. Authorized Signature of Customer

By signing below, the Customer agrees that the Customer has read, understands and agrees to the terms and conditions set forth above in this Agreement, and has the authority to commit to the obligations of this agreement.

Accepted and Agreed:

Customer:

Sign:_____

Print:_____

Date:_____

Incorporated _____ Not Incorporated _____

If Not Incorporated, Federal ID # _____ _____

Attachment: National Grid (RES-2025-1049 : National Grid Rebate Program Agreement CRS #6010)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 31261 **RESOLUTION 2025-1050** **ADOPTED**

Donation Acceptance

For December 15, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 12/10/2025

Re: Donation Acceptance

Please accept the donation received from Patrice Fischer in the amount of $4,604.00 for the 9/11 Tribute Stone, handled by the Parks Department.

Budget Amendment -Increase:

A7110.02720 Parks- Copies, Donations, Reimb $4,604.00

A7110.4470 Bike Path Maintenance $4,604.00

12/15/2025
Consent

FINANCIAL IMPACT:

See above.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 31262 **RESOLUTION 2025-1051** **ADOPTED**

Budget Transfers and Amendments

For December 15, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 12/10/2025
Re: Various Department Budget Transfers / Amendments

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

BUDGET TRANSFERS – 2025

FROM:	***TO:***
A7250.4110 Golf Audubon- Contractual $40,000.00	A7250.9000 Transfer Out $40,000.00

To help fund KP2532 Audubon Golf Improvements.

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
KP2532.05031 Audubon Golf- Transfer In $40,000.00	KP2532.4972 Construction Exp $40,000.00

To recognize revenue received from Audubon Golf, to help establish capital account for improvements.

A3120.02770 Police Office- Other Rev $7,500.00	A3120.2200 Passenger Vehicles $7,500.00

To recognize revenue received by the Police over budget.

KP2531.05710 TW Comp Plan- Serial Bonds $250,000.00	KP2531.4970 Legal Exp $1,250.00 KP2531.4971 Engineering Exp $248,750.00

To establish the TW Comprehensive Planning capital account.

KP2530.05710 Dispatch Exp-Serial Bonds $100,000.00	KP2530.4970 Legal Exp $500.00 KP2530.4971 Engineering Exp $99,500.00

To establish the Police Dispatch Expansion capital account.

KP2350.03098 Electric Charge- Grant $470,683.20	KP2350.4971 Engineering $64,000.00 KP2350.4972 Construction Exp $406,683.20

To increase budget for NYSERDA Grants, RES #2025-916.

KP2527.03826 Sr Center LED- Grant Rev $3,081.40	KP2527.4972 Construction Exp $3,081.40

To increase revenue and expenditures for NG Incentive.

A6773.02773 Nutrition- MOW Reimb $10,000.00	A6773.4000 Contractual $10,000.00

To recognize revenue received over budget for MOW Reimbursement and corresponding expenditure account.

N2523.02785 CDBG & VI- Program Income $1,940.96	N2523.4000 Contractual $1,940.96
N2530.02785 CDBG PI- Admin $485.24	N2530.1000 Personal Svcs $450.76 N2530.8030 FICA $34.48

To recognize Community Development program income from 316 Bernhardt, Amherst.

12/15/2025
Consent

FINANCIAL IMPACT:

See above.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 31238 **RESOLUTION 2025-1052** **ADOPTED**

Firefighter Cancer Insurance - CRS #5996

WHEREAS, the Emergency Services & Safety Department obtained quotes from three (3) providers for Firefighter Cancer Insurance; and

WHEREAS, AIG / National Union Fire Insurance Company provided the lowest quote for enhanced coverage;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the policy with AIG / National Union Fire Insurance Company; and

BE IT FURTHER RESOLVED, the Supervisor is hereby authorized to sign the Master Application for Blanket Volunteer Firefigher Enhanced Cancer Insurance.

12/15/2025
Consent

FINANCIAL IMPACT:

F-8055; $55,360.00

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

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 1271 Ave of the Americas FL 37, New York, NY 10020-1304
(212) 458-5000
(a capital stock company, herein referred to as the Company)

Policyholder: TOWN OF AMHERST
Policy Number: CAN-0009720014

Blanket Volunteer Firefighter Enhanced Cancer Insurance Policy

This Policy is a legal contract between the Policyholder and the Company. The Company agrees to insure eligible persons (herein called Insured) of the Policyholder against loss covered by this Policy subject to its provisions, limitations and exclusions. The persons eligible to be Insureds are all persons described in the Classification of Eligible Persons section of the Master Application.

This Policy is issued in consideration of the payment of the required premium when due and the statements set forth in the signed Master Application, which is attached to and made part of this Policy.

This Policy begins on the Policy Effective Date shown in the Master Application and continues in effect until the Policy Termination Date as long as premiums are paid when due, unless otherwise terminated as further provided in this Policy. If this Policy is terminated, insurance ends on the date to which premiums have been paid. This policy may be renewed for additional periods of time by mutual written (or authorized electronic or telephonic) consent of the Company and the Policyholder at the premium rates set by the Company for the renewal period.

This Policy is governed by the laws of the state in which it is delivered.

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this policy:

Don Bailey
President

Secretary

THIS IS A LIMITED POLICY.
IT PAYS BENEFITS ONLY FOR SPECIFIC LOSSES FROM CANCER.
READ IT CAREFULLY.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

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Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

DEFINITIONS

Any capitalized terms in the Policy, Master Application, and any riders, amendments, or other attached papers are to be given the meanings as ascribed in this section or as later defined.

Active Volunteer Firefighter - means an Eligible Volunteer Firefighter who has been approved by the Policyholder as a firefighter and who is performing Faithful and Actual Service in the protection of life and property from fire or other emergency, accident or calamity in connection with which the services of the Policyholder are required.

Appropriate Care – means the determination of an accurate and medically supported diagnosis of the Insured's Total Disability, or ongoing medical treatment and care of the Insured's Total Disability by a Physician that conforms to generally-accepted medical standards, including frequency of treatment and care.

Benefit Waiting Period – means the period of time the Insured must be continuously Totally Disabled before Disability Benefits may be payable. The Benefit Waiting Period is shown in the Schedule of Benefits of the Master Application.

Cancer - means (1) a disease caused by an uncontrolled division of abnormal cells in a part of the body or a malignant growth or tumor resulting from the division of abnormal cells; and (2) affecting the prostate or breast, lymphatic, hematological, digestive, urinary, neurological, or reproductive systems, or melanoma.
A board certified Physician in the medical specialty appropriate for the type of cancer involved must confirm the diagnosis of Cancer in writing. Cancer also includes any other type of cancer.

Eligible Volunteer Firefighter – means a volunteer firefighter who:

(1)
- has five or more years of Faithful and Actual firefighting service as an interior firefighter;
- has submitted proof of five years of interior structural firefighting service by providing verification that he/she has passed at least five annual Fit Tests, or applicable National Fire Protection Association standards for mask fit testing or, for firefighters who entered the fire service prior to January first, two thousand twenty, documentation identified by the office of fire prevention and control in rules and regulations which shall include, but not limited to training or certification records, health care provider records, internal fire department records, or any combination of official documents capable of evidencing that the firefighter meets the afore mentioned requirements; and
- Successfully passed a physical examination prior to having five or more years of Faithful and Actual service in the protection of life and property from fire in the interior of buildings which failed to reveal evidence of Cancer or diagnosis of Cancer;

(2)

Eligible Volunteer Firefighter does not include any firefighter who is receiving or has received benefits as a paid firefighter under General Municipal Law Article 10.

Faithful and Actual Service (or any derivative thereof) – means participation in the firefighting activities of a legally organized volunteer fire district, department or company.

Fit Test/Fit Testing - means the self-contained breathing apparatus fit test conducted yearly pursuant to requirements of 29 CFR 1910.134 for an immediately dangerous to life and health atmosphere. In the absence of contemporaneously prepared documentation maintained by the fire district, department or company evidencing the proof required, a statement signed by the chief of the department or the chief administrative office of the authority having jurisdiction attesting to the firefighter's compliance with the eligibility requirements shall be deemed to be sufficient proof of eligibility.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

Hospital - means a short-term, acute, general hospital, which:
(1) is primarily engaged in providing, by or under the continuous supervision of Physicians, to inpatients, diagnostic services and therapeutic services for diagnosis, treatment and care of injured or sick persons;
(2) has organized departments of medicine and major surgery;
(3) has a requirement that every patient must be under the care of a Physician;
(4) provides 24 hour nursing service by or under the supervision of a registered professional nurse (R.N.);
(5) if located in New York State, has in effect a hospitalization review plan applicable to all patients which meets at least the standards set forth in section 1861(k) of United States Public Law 89-97 (42 USCA 1395x(k));
(6) is duly licensed by the agency responsible for licensing such hospitals; and
(7) is not, other than incidentally, a place of rest, a place primarily for the treatment of tuberculosis, a place for the aged, a place for drug addicts, alcoholics, or a place for convalescent, custodial, educational, or rehabilitory care.

Immediate Family Member - Means a person who is related to the Insured in any of the following ways: spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, parent (includes stepparent), grandparent, brother or sister (includes stepbrother or stepsister), or child (includes legally adopted or stepchild).

Insured - means a person: (1) who is a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application; (2) for whom premium has been paid; and (3) while covered under this Policy.

Other Income Benefits - means any other benefits actually paid to the Insured for the Insured's Total Disability, from any source other than private insurance purchased solely by the Insured. Other Income Benefits is shown in the Schedule of Benefits of the Master Application.

Physician – means a duly licensed practitioner of the healing arts acting within the scope of his or her license who is not:1) the Insured: or 2) an Immediate Family Member.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

POLICY EFFECTIVE AND TERMINATION DATES

Effective Date: This Policy begins on the Policy Effective Date shown in the Master Application at 12:01 AM Standard Time at the address of the Policyholder where this Policy is delivered.

Termination Date: The Company may terminate this Policy by giving 60 days advance notice in writing to the Policyholder. This Policy may be terminated at any time by mutual written consent of the Policyholder and the Company. This Policy terminates automatically on the Policy Termination Date shown in the Master Application. Termination takes effect at 12:01 AM Standard Time at the Policyholder's address on the date of termination.

INDIVIDUAL EFFECTIVE AND TERMINATION DATES

Effective Date: An Insured's coverage under this policy begins on the latest of: (1) the Policy Effective Date; (2) the date for which the first premium for the Insured's coverage is paid; or (3) the date the person becomes a member of an eligible class of persons as described in the Classification of Eligible Persons section of the Master Application.

Termination Date: An Insured's coverage under this Policy ends on the earliest of: (1) the date this Policy is terminated; (2) the date the Insured ceases to be a member of any eligible class(es) of persons as described in the Classification of Eligible Persons section of the Master Application; or (3) the end of the period for which premium is paid.

Termination of coverage will not affect a claim for a covered loss that occurred while the Insured's coverage was in force under this Policy.

PREMIUM

Premiums. Premiums are payable to the Company at the rates and in the manner described in the Premiums section of the Master Application. The Company may change the required premiums as a condition of any renewal of this Policy by giving the Policyholder at least 60 days advance written notice. The Company may also change the required premiums at any time when any change affecting rates is made in this Policy. (Any such change in this Policy will not take effect until any required additional premium is received by the Company, except as otherwise agreed to in writing by the Company and the Policyholder.)

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits of the Master Application for the applicability of these benefits on a class level.

Lump Sum Enhanced Cancer Benefits

If an Insured is diagnosed with Cancer after the Policy Effective Date, the Company will pay the Lump Sum Cancer Benefits shown in the Schedule of Benefits of the Master Application for that Cancer, subject to the following condition:

Early Stage Cancer. The Company will pay the Early Stage Cancer Benefit shown in the Schedule of Benefits of the Master Application, upon acceptable proof of diagnosis by a board-certified Physician in the medical specialty appropriate for the type of cancer involved, that either:
(a) There is carcinoma in situ such that surgery, radiotherapy, or chemotherapy has been determined to be medically necessary;
(b) There are malignant tumors which are treated by endoscopic procedures alone; or
(c) There are malignant melanomas.

Advanced Cancer. The Company will pay the Advanced Cancer Benefit shown in the Schedule of Benefits of the Master Application, upon acceptable proof of a diagnosis by a board-certified Physician in the medical specialty appropriate for the type of cancer diagnosed that there are one or more malignant tumors characterized by the uncontrollable and abnormal growth and spread of malignant cells with invasion of normal tissue and that either:
(a) There is metastasis; and:
(1) Surgery, radiotherapy, or chemotherapy is medically necessary; or
(2) There is a tumor of the prostate, provided that it is treated with radical prostatectomy or external beam therapy; or
(b) The Insured has terminal cancer, Insured's life expectancy is 24 months or less from the date of diagnosis, and will not benefit from, or has exhausted, curative therapy.

Lump Sum Cancer Benefits are subject to the Lifetime Maximum per Insured person shown in the Schedule of Benefits of the Master Application.

Enhanced Cancer Disability Benefits

The Company will pay the Enhanced Cancer Disability Benefit shown in the Schedule of Benefits of the Master Application if the Insured is Totally Disabled as a direct result of Cancer, and the diagnosis of Cancer is confirmed while covered under this Policy. Enhanced Cancer Disability Benefits will begin:
1. after the Benefit Waiting Period shown in the Schedule of Benefits of the Master Application is satisfied;
2. the Insured is under the Appropriate Care of a Physician; and
3. the Insured provides satisfactory proof of Total Disability to the Company.

The Company requires continued proof of the Insured's Total Disability in order for benefits to continue.

Benefit Payments will end on the first of the following dates:
1. the date the Insured dies; or
2. the date the Insured is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Insured fails to submit satisfactory proof of continuing Total Disability.

In the event, there is a subsequent reoccurrence of a disability caused by Cancer that precludes the Insured from serving as a firefighter, he or she is entitled to receive any remaining monthly payments.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

Total Disability/Totally Disabled means that the Insured, as a direct result of a diagnosis of Cancer confirmed while covered under this Policy, is unable to perform the substantial and material duties as an Active Volunteer Firefighter.

Enhanced Cancer Death Benefit

The Company will pay the Enhanced Cancer Death Benefit shown in the Schedule of Benefits of the Master Application, if:
(1) the Insured's death occurs while covered under this Policy; and
(2) the Insured's death was the direct result of complications associated with Cancer.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

CLAIM PROVISIONS

Notice of Claim. Written notice of claim must be given to the Company within 30 days after an Insured's loss. Failure to give notice within such time will neither invalidate nor reduce any claim if it is shown that it was not reasonably possible to give such notice and that notice was given as soon thereafter as reasonably possible. Notice given by or on behalf of the claimant to the Company at AIG, Personal Accident Claims Department, P.O. Box 25987, Shawnee Mission, KS 66225 or to any authorized agent of the Company, with information sufficient to identify the Insured, is deemed notice to the Company.

Claim Forms. The Company will send claim forms to the claimant upon receipt of a written notice of claim. If such forms are not sent within 15 days after the giving of notice, the claimant will be deemed to have met the proof of loss requirements upon submitting, within the time fixed in this Policy for filing proofs of loss, written proof covering the occurrence, the character and the extent of the loss for which claim is made. The notice should include the Insured's name, the Policyholder's name and the Policy number.

Proof of Loss. Written proof of loss must be furnished to the Company within 120 days after the date of diagnosis of a covered Cancer, death of the Insured or commencement of a covered Total Disability. If the loss is one for which this Policy requires continuing eligibility for periodic benefit payments, subsequent written proofs of eligibility must be furnished at such intervals as the Company may reasonably require. Failure to furnish proof within the time required neither invalidates nor reduces any claim if it was not reasonably possible to give proof within such time, provided such proof is furnished as soon as reasonably possible.

If the Company requires additional information from the claimant to make a determination, the Company will provide written notice to the claimant within such 30 days requesting the information. The claimant will be afforded at least 45 days from receipt of the request to furnish information. The 30 days in which the Company shall make a determination on the claim shall be tolled and shall resume as of the date the claimant furnishes the information to the Company or the end of the 45 day period afforded to the claimant to provide such information.

Payment of Claims. Upon receipt of due written proof of death, payment for loss of life of an Insured will be made, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding $1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee, who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

Time of Payment of Claims. If the claim is approved, the Company will mail or deliver written notification to the claimant within 5 business days of the approval. The Company will pay benefits within 30 days of mailing or delivering such notification. Subject to the Company's receipt of due written proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid at the expiration of each month during the

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

continuance of the period for which the Company is liable and any balance remaining unpaid upon termination of liability will be paid immediately upon receipt of such proof.

Denial of Claim. If claim is denied, the Company will mail or deliver written notification to the claimant within 5 business days of the denial. The written denial will include a statement that the claimant may file a complaint with the New York State Department of Financial Services and provide the Department's website address, mailing address and telephone number.

Upon receipt of the Denial of Claim, the claimant shall have 60 days to appeal the denial.

Claims Appeal. The claimant shall appeal the denial to the Company. If the Company denies any claimant's appeal, the claimant may bring an action at law or in equity to recover on this Policy. The claimant shall not bring an action at law or equity to recover on the insurance policy prior to the expiration of 60 days after the claim was filed nor after the expiration of two (2) years following the time the claimant was required to file the claim.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

GENERAL PROVISIONS

Entire Contract; Changes. This Policy, the Master Application, and any attached papers make up the entire contract between the Policyholder and the Company. In the absence of fraud, all statements made by the Policyholder or any Insured will be considered representations and not warranties. No written statement made by an Insured will be used in any contest unless a copy of the statement is furnished to the Insured or his or her beneficiary or personal representative.

No change in this Policy will be valid until approved by an officer of the Company. The approval must be noted on or attached to this Policy. No agent may change this Policy or waive any of its provisions.

Incontestability. The validity of this Policy will not be contested after it has been in force for two year(s) from the Policy Effective Date, except as to nonpayment of premiums.

Physical Examination and Autopsy. The Company at its own expense has the right and opportunity to examine the person of any individual whose loss is the basis of claim under this Policy when and as often as it may reasonably require during the pendency of the claim and to make an autopsy in case of death where it is not forbidden by law.

Noncompliance with Policy Requirements. Any express waiver by the Company of any requirements of this Policy will not constitute a continuing waiver of such requirements. Any failure by the Company to insist upon compliance with any Policy provision will not operate as a waiver or amendment of that provision.

Conformity With State Statutes. Any provision of this Policy which, on its effective date, is in conflict with the statutes of the state in which this Policy is delivered is hereby amended to conform to the minimum requirements of those statutes.

Workers' Compensation. This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

Clerical Error. Clerical error, whether by the Policyholder or the Company, will not void the insurance of any Insured if that insurance would otherwise have been in effect nor extend the insurance of any Insured if that insurance would otherwise have ended or been reduced as provided in this Policy.

Records. The Company has the right to inspect at any reasonable time, any records of the Policyholder that may have a bearing on this insurance.

Assignment. This Policy is non-assignable. An Insured may not assign any of his or her rights, privileges or benefits under this Policy.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 1271 Ave of the Americas FL 37, New York, NY 10020-1304
(212) 458-5000
(a capital stock company, herein referred to as the Company)

MASTER APPLICATION FOR BLANKET VOLUNTEER FIREFIGHTER ENHANCED CANCER INSURANCE

Application is hereby made for a plan of Blanket Volunteer Firefighter Enhanced Cancer Insurance based on the following statements and representations:

1. Identification of Policyholder:

Name of Policyholder: TOWN OF AMHERST
Street Address: 5583 MAIN STREET
City, State, Zip: WILLIAMSVILLE, NY, 14221
Policy Number: CAN-0009720014

2. **CLASSIFICATION OF ELIGIBLE PERSONS:**

Class 1: All Active Volunteer Firefighters of the Policyholder**,** for who the required premium has been paid.

Class 2: All former insured under this Policy as Active Volunteer Firefighters of the Policyholder, for who the required premium has been paid. Former insured Active Volunteer Firefighters shall remain eligible for Lump Sum Enhanced Cancer Benefits and Enhanced Cancer Death Benefits for 60 months after the formal cessation of the insured volunteer firefighter's status as an Active Volunteer Firefighter

A person may be insured under only under one class even though he or she may be eligible under more than one class. A person is not eligible under this Policy if he or she is an employed firefighter.

3. Policy Coverage:

A. SCHEDULE OF BENEFITS

Class 1:

Lump Sum Enhanced Cancer Benefit

Lifetime Maximum Benefit:	$50,000
Early Stage Cancer Benefit:	$6,250 per diagnosis of Cancer
Advanced Cancer Benefit:	$25,000 per diagnosis of Cancer

Enhanced Cancer Disability Benefit

Monthly Benefit Amount:	$1,500 minus Other Income Benefits
Benefit Waiting Period:	6 months from the date of the Total Disability
Maximum Benefit Period:	36 consecutive months

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

Enhanced Cancer Death Benefit: $50,000

Class 2:

Lump Sum Enhanced Cancer Benefit

Lifetime Maximum Benefit: $50,000

Early Stage Cancer Benefit: $6,250

Advanced Cancer Benefit: $25,000

Enhanced Cancer Death Benefit: $50,000

If an eligible person is covered under more than one policy providing the benefits required by New York General Municipal Law, Section 205-cc, benefits are payable only once.

If the Company determines the benefits paid under this Policy are eligible benefits under any other plan, the Company may seek to recover any benefits covered by another plan to the extent that the Insured is eligible for payment.

B. Policy Riders and/or Endorsements:

The following Riders and/or Endorsements are attached to and made part of the Policy as of the Policy Effective Date. Each Rider and/or Endorsement is subject to all the provisions, limitations and exclusions of the Policy that are not specifically modified by the Rider and or Endorsement

Class1 and 2

U40015 (Rev 8/13)-NY (Grp)	Domestic Partnerships Endorsement
89644 6-13	Economic Sanctions Endorsement
V60019NUFIC-NY	Beneficiary Designation and Change Rider

4**. Premiums:**

It is hereby agreed and understood that the premium amounts, and the manner in which premiums are due and payable, are as follows:

$55,360.00 due and payable in advance of the policy term

5. **Policy Effective Date**: January 1, 2026

6. **Policy Termination Date**: January 1, 2027

The Policyholder represents the information contained in this application is true and correct and forms the basis of the requested insurance.

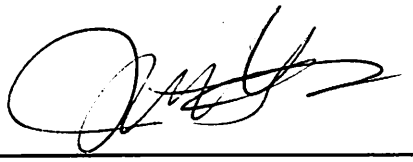
Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

FRAUD WARNING Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Signed for the Policyholder

Title

Date



Signed by Licensed Resident Agent
(Where Required by Law)

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 1271 Ave of the Americas FL 37, New York, NY 10020-1304
(212) 458-5000
(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY
PLEASE READ IT CAREFULLY

Policyholder: TOWN OF AMHERST
Policy Number: CAN-0009720014
Effective Date: January 1, 2026

DOMESTIC PARTNERSHIPS ENDORSEMENT

This Endorsement is issued in consideration of the premium paid and is attached to and made part of the Policy or Certificate as of the Effective Date shown above at 12:01 AM Standard Time at the address of the Policyholder. It applies only with respect to coverages that are in effect under the referenced Policy or Certificate on or after that date. Any changes in the premium apply as of the first premium due date on or after the effective date of this Endorsement. This Endorsement is subject to all of the provisions, benefits, limitations, and exclusions of the Policy or Certificate except as they are specifically modified by this Endorsement. If there is a conflict between the Policy or Certificate and this Endorsement, the terms of this Endorsement will govern. This Endorsement amends the Policy or Certificate in the following manner:

- The following is added to and made a part of the Policy or Certificate. It replaces any material pertaining to Domestic Partnership that may already be contained in the Policy or Certificate. This Endorsement amends the Policy or Certificate to provide coverage for Domestic Partnerships.

  Domestic Partner means a person who has entered into a Domestic Partnership.

  Domestic Partnership means an arrangement whereby two persons of the same or opposite sex have established a domestic or civil union relationship and who have submitted proof of such arrangement in the form of the following:

  1. Registration as a Domestic Partnership indicating that neither individual has been registered as a member of another Domestic Partnership within the last six months, where such registry exists, or

  2. For partners residing where registration does not exist, by:

     a. an alternative affidavit of Domestic Partnership. The affidavit must be notarized and must contain the following

        - The partners are both eighteen years of age or older and are mentally competent to consent to contract.
        - The partners are not related by blood in a manner that would bar marriage under laws of the State of New York
        - The partners have been living together on a continuous basis prior to the date of the application;
        - Neither individual has been registered as a member of another Domestic Partnership within the last six months; and

     b. Proof of cohabitation (e.g., a driver's license, tax return or other sufficient proof); and

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

c. Proof that the partners are financially interdependent. Two or more of the following are collectively sufficient to establish financial interdependence;

- joint bank account
- joint credit card or charge card
- joint obligation on a loan
- status as an authorized signatory on the partner's bank account, credit card or charge card
- joint ownership of holdings or investments, residence or of real estate other than residence
- listing of both partners as tenants on the lease of the shared residence
- shared rental payments of residence (need not be shared 50/50)
- listing of both partners as tenants on a lease, or shared rental payments, for property other than residence
- common household and shared household expenses, e.g., grocery bills, utility bills, telephone bills, etc. (need not be shared 50/50)
- shared household budget for purposes of receiving government benefits
- status of one as representative payee for the other's government benefits
- joint ownership of major items of personal property (e.g., appliances, furniture)
- joint ownership of a motor vehicle
- joint responsibility for child care (e.g., school documents, guardianship)
- shared child-care expenses, e.g., babysitting, day care, school bills (need not be shared 50/50)
- execution of wills naming each other as executor and/or beneficiary
- designation as beneficiary under the other's life insurance policy
- designation as beneficiary under the other's retirement benefits account
- mutual grant of durable power of attorney
- mutual grant of authority to make health care decisions (e.g., health care power of attorney)
- affidavit by creditor or other individual able to testify to partners' financial interdependence
- other item(s) of proof sufficient to establish economic interdependency under the circumstances of the particular case.

- The definitions, terms, conditions or any other provisions of the Policy, including any Application, the Certificate, and/or any Riders and Endorsements to which this Endorsement is attached are hereby amended and superseded as follows:

Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a Domestic Partnership.

Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a Domestic Partnership.

Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a Domestic Partnership.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa., witness this Endorsement:



President



Secretary

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 1271 Ave of the Americas FL 37, New York, NY 10020-1304
(212) 458-5000
(a capital stock company, herein referred to as the Company)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ENDORSEMENT #1

This endorsement, effective 12:01 A.M. January 1, 2026 forms a part of Policy No. CAN-0009720014 issued to TOWN OF AMHERST by National Union Fire Insurance Company of Pittsburgh, Pa.

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

Don Bailey
President

Secretary

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 1271 Ave of the Americas FL 37, New York, NY 10020-1304
(212) 458-5000
(a capital stock company, herein referred to as the Company)

Policyholder: TOWN OF AMHERST
Policy Number: CAN-0009720014

BENEFICIARY DESIGNATION AND CHANGE RIDER

This Rider is attached to and made part of the Policy as of the Policy Effective Date shown in the Policy's Master Application. It applies only with respect to losses that occur on or after that date. It is subject to all of the provisions, limitations and exclusions of the Policy except as they are specifically modified by this Rider.

The Payment of Claims provision in the Claims Provisions section of the Policy is deleted and replaced by the following:

Payment of Claims. Upon receipt of due written proof of death, payment for loss of life of an Insured will be made to the Insured's beneficiary as described in the Beneficiary Designation and Change provision below.

Upon receipt of due written proof of loss, payments for all losses, except loss of life, will be made to (or on behalf of, if applicable) the Insured suffering the loss. If an Insured dies before all payments due have been made, the amount still payable will be paid to his or her beneficiary as described in the Beneficiary Designation and Change provision below.

If any payee is a minor or is not competent to give a valid release for the payment, the payment will be made to the legal guardian of the payee's property. If the payee has no legal guardian for his or her property, a payment not exceeding $1,000 may be made, at the Company's option, to any relative by blood or connection by marriage of the payee who, in the Company's opinion, has assumed the custody and support of the minor or responsibility for the incompetent person's affairs.

Any payment the Company makes in good faith fully discharges the Company's liability to the extent of the payment made.

The following provision is added to the General Provisions section of the Policy:

Beneficiary Designation and Change. The Insured's beneficiary(ies) is (are) the person(s) designated by the Insured and on file with the Policyholder.

An Insured over the age of majority and legally competent may change his or her beneficiary designation at any time, unless an irrevocable designation has been made, without the consent of the designated beneficiary(ies), by providing the Policyholder with a written request for change. When the request is received, whether the Insured is then living or not, the change of beneficiary will relate back to and take effect as of the date of execution of the written request, but without prejudice to the Company on account of any payment made by it prior to receipt of the request.

If there is no designated beneficiary or no designated beneficiary is living after the Insured's death, the benefits will be paid, in equal shares, to the survivors in the first surviving class of those that follow: the Insured's (1) spouse; (2) children; (3) parents; or (4) brothers and sisters. If no class has a survivor, the beneficiary is the Insured's estate.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

The President and Secretary of National Union Fire Insurance Company of Pittsburgh, Pa. witness this Rider:



President



Secretary

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

IMPORTANT NOTICE TO OUR CUSTOMERS REGARDING THE OFFICE OF FOREIGN ASSETS CONTROL ("OFAC")

Your rights as a policyholder and payments to you, any insured, additional insured, loss payee, mortgagee, or claimant, for loss under this policy may be affected by the administration and enforcement of U.S. economic embargoes and trade sanctions by the OFFICE OF FOREIGN ASSETS CONTROL ("OFAC").

The United States imposes economic sanctions against countries, groups and individuals, such as terrorists and narcotics traffickers. These sanctions prohibit US persons from dealing with these sanctioned parties. The purpose of this notice is to inform you that we cannot violate US sanctions by engaging with sanctioned countries or people.

WHAT IS OFAC?

OFAC is an office of the Department of the Treasury and acts under presidential wartime and national emergency powers, as well as authority granted by specific legislation, to impose controls on transactions and freeze foreign assets under U.S. jurisdiction. OFAC administers and enforces economic embargoes and trade sanctions primarily against:

- Targeted foreign countries and their agents
- Terrorism sponsoring agencies and organizations
- International narcotics traffickers
- Proliferators of Weapons of Mass Destruction

PROHIBITED ACTIVITY

- OFAC enforces certain embargoes and sanctions against designated countries. No U.S. business or person may enter into transactions involving designated "sanctioned" countries.
- OFAC publishes on its website a list known as the "Specially Designated Nationals and Blocked Persons" ("SDNBP") list. No U.S. business or person may enter into transactions involving any person or entity named on the SDNBP list.

Additional information about OFAC Sanctions Programs and Countries can be found at: http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx

OBLIGATIONS PLACED ON US BY OFAC

If we determine that you or any insured, additional insured, loss payee, mortgagee, or claimant are on the SDNBP list or are connected to a sanctioned country as described in the regulations, we must block or "freeze" property and payment of any funds transfers or transactions.

POTENTIAL ACTIONS BY US

1. We shall not be deemed to provide cover when it would violate any applicable sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America. You will not receive a return premium unless approved by OFAC. All funds will be placed in an interest bearing blocked account established on the books of a U.S. financial institution.
2. We will not pay a claim or provide any benefit to the extent that such cover, payment of such claim or provision of such benefit would violate any trade or economic sanctions, laws or regulations of the United States of America and we will not defend or provide any other benefits under your policy to individuals, entities or companies to the extent that it would violate any trade or economic sanctions, laws or regulations of the United States of America.

YOUR RIGHTS AS A POLICYHOLDER

If funds are blocked or frozen by us in conjunction with the OFFICE OF FOREIGN ASSETS CONTROL, you may complete an "APPLICATION FOR THE RELEASE OF BLOCKED FUNDS" and apply for a specific license to request their release. Forms are available for download at the OFAC website. See https://www.treasury.gov/resource-center/sanctions/Pages/forms-index.aspx

Edition Date: 5/2016

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-7063102.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

NOTICE OF AVAILABILITY OF HIPAA NOTICE OF PRIVACY PRACTICES

THIS NOTICE IS PROVIDED TO YOU FOR INFORMATIONAL PURPOSES ONLY. YOU ARE NOT REQUIRED TO CALL OR TAKE ANY ACTION IN RESPONSE TO THIS NOTICE.

The Notice applies to the insurance products that provide payment for the cost of medical care as issued by the following companies (the "Company"):

American General Life Insurance Company[1]
The United States Life Insurance Company in the City of New York
National Union Fire Insurance Company of Pittsburgh, Pa.

In accordance with the HIPAA (Health Insurance Portability and Accountability Act of 1996) Privacy Rule, we are required to notify you of the availability of our HIPAA Notice of Privacy Practices.

If you would like to receive a paper copy of the HIPAA Notice of Privacy Practices, please contact us at:

HIPAA Privacy Officer 2919 Allen Parkway L3-20 Houston, TX 77019 hipaaquestions@aig.com	
Phone Numbers:	
American General Life Insurance Company (AGL) and The United States Life Insurance Company in the City of New York (US Life)	1-800-888-2452
AIG's Group Benefits	1-800-346-7692 please follow prompt for claims
Long Term Care	1-888-565-3769
National Union Fire Insurance Company of Pittsburgh, Pa.	1-866-244-4786

[1] This Company does not solicit business in New York.

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

FACTS

Why?

What?

How?

WHAT DOES AMERICAN INTERNATIONAL GROUP, INC. (AIG) DO WITH YOUR PERSONAL INFORMATION?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:
- Social Security number and Medical Information
- Income and Credit History
- Payment History and Employment Information

When you are no longer our customer, we continue to share your information as described in this notice.

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons AIG chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does AIG share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, conduct research including data analytics, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

For AIG Insurance Companies: Call 866-244-4786; Fax: 212-458-7081 or E-Mail: CIPrivacy@aig.com

For Pet insurance sold by AIG Insurance Companies: Call 866-937-7387 or E-Mail: CIPrivacy@aig.com

For LiveTravel, Inc., Travel Guard Group, Inc. or AIG Travel Assist, Inc.: Call 866-244-4786 or E-Mail: CIPrivacy@aig.com

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

Who we are

Who is providing this notice? The insurance company subsidiaries of AIG underwriting property-casualty, accident & health, life insurance and related services and certain marketing subsidiaries of AIG listed below.

What we do

How does AIG protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include administrative, technical, and physical safeguards. We restrict access to employees, representatives, agents, or selected third parties who have been trained to handle nonpublic personal information.

How does AIG collect my personal information? We collect your personal information from you, for example, when you
- apply for insurance or pay insurance premiums
- file an insurance claim or give us your income information
- provide employment information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only
- sharing for affiliates' everyday business purposes— information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.
- *Our affiliates include the member companies of AIG., such as National Union Fire Insurance Company of Pittsburgh, Pa.*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.
- *AIG does not share with nonaffiliates so they can market to you.*

Joint marketing A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
- *Our joint marketing partners include companies with which we jointly offer insurance products, such as a bank.*

Other important information

This notice is provided by American Home Assurance Company; AIG Assurance Company; AIG Property Casualty Company; AIG Specialty Insurance Company; Commerce and Industry Insurance Company; Granite State Insurance Company; Illinois National Insurance Co.; Lexington Insurance Company; AIU Insurance Company; National Union Fire Insurance Company of Pittsburgh, Pa.; National Union Fire Insurance Company of Vermont; New Hampshire Insurance Company; The Insurance Company of the State of Pennsylvania; (collectively the "AIG Insurance Companies"). This notice is also provided by certain marketing subsidiaries of AIG, including Morefar Marketing, Inc., LLC, Travel Guard Group, Inc., AIG Travel Assist, Inc. and LiveTravel, Inc. who market insurance or non-insurance products and services to consumers.

For Vermont Residents only. We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures. Additional information concerning our privacy policies can be found using the contact information above for Questions.

For California Residents only. We will not share information we collect about you with nonaffiliated third parties, except as permitted by California law, such as to process your transactions or to maintain your account.

For Nevada Residents Only. We are providing this notice pursuant to Nevada state law. You may elect to be placed on our internal Do Not Call list by contacting us as listed above. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Street, Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: aginfo@ag.nv.gov. You may contact the applicable customer service department using the contact information above or by writing to us at Privacy Officer, 1271 Ave of the Americas, FL 37, New York, NY 10020-1304.

You have the right to see and, if necessary, correct personal data. This requires a written request, both to see your personal data and to request correction. We do not have to change our records if we do not agree with your correction, but we will place your statement in our file. If you would like a more detailed description of our information practices and your rights, please write to us at: Privacy Officer, CIPrivacy@aig.com

Attachment: 2026 Town of Amherst Cancer Policy (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

2026 Firefighter Cancer Coverage
Quote Comparison

		2026 Revised	Hartford		AIG		ESIP		Total AIG	2026 Budget
East Amherst	Active	38	$ 187.71	$ 7,132.98	$ 165.00	$ 6,270.00	$ 179.00	$ 6,802.00		
East Amherst	Inactive	4	$ 146.89	$ 587.56	$ 145.00	$ 580.00	$ 165.91	$ 663.64	$ 6,850.00	$ 5,929.86
Ellicott Creek	Active	24	$ 187.71	$ 4,505.04	$ 165.00	$ 3,960.00	$ 179.00	$ 4,296.00		
Ellicott Creek	Inactive	5	$ 146.89	$ 734.45	$ 145.00	$ 725.00	$ 165.91	$ 829.55	$ 4,685.00	$ 5,118.04
Getzville	Active	55	$ 187.71	$ 10,324.05	$ 165.00	$ 9,075.00	$ 179.00	$ 9,845.00		
Getzville	Inactive	9	$ 146.89	$ 1,322.01	$ 145.00	$ 1,305.00	$ 165.91	$ 1,493.19	$ 10,380.00	$ 9,496.26
Main Transit	Active	65	$ 187.71	$ 12,201.15	$ 165.00	$ 10,725.00	$ 179.00	$ 11,635.00		
Main Transit	Inactive	3	$ 146.89	$ 440.67	$ 145.00	$ 435.00	$ 165.91	$ 497.73	$ 11,160.00	$ 11,034.35
North Amherst	Active	21	$ 187.71	$ 3,941.91	$ 165.00	$ 3,465.00	$ 179.00	$ 3,759.00		
North Amherst	Inactive	0	$ 146.89	$ -	$ 145.00	$ -	$ 165.91	$ -	$ 3,465.00	$ 3,000.23
North Bailey	Active	37	$ 187.71	$ 6,945.27	$ 165.00	$ 6,105.00	$ 179.00	$ 6,623.00		
North Bailey	Inactive	0	$ 146.89	$ -	$ 145.00	$ -	$ 165.91	$ -	$ 6,105.00	$ 5,192.45
Swormville	Active	43	$ 187.71	$ 8,071.53	$ 165.00	$ 7,095.00	$ 179.00	$ 7,697.00		
Swormville	Inactive	5	$ 146.89	$ 734.45	$ 145.00	$ 725.00	$ 165.91	$ 829.55	$ 7,820.00	$ 6,156.80
Williamsville	Active	20	$ 187.71	$ 3,754.20	$ 165.00	$ 3,300.00	$ 179.00	$ 3,580.00		
Williamsville	Inactive	11	$ 146.89	$ 1,615.79	$ 145.00	$ 1,595.00	$ 165.91	$ 1,825.01	$ 4,895.00	$ 6,403.69
Total Active FF (Interior)		303		$ 62,311.06		$ 55,360.00		$ 60,375.67	$ 55,360.00	$ 52,331.68
Total Inactive FF		37								

Attachment: 2026 Cancer Insurance Quotes (RES-2025-1052 : Firefighter Cancer Insurance - CRS #5996)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 31263 **RESOLUTION 2025-1053** **ADOPTED**

Award Bid #2025051 Garbage & Recycling Totes & Parts - CRS #6021

WHEREAS, the Contract Compliance and Administration Department received bids on October 30, 2025 for Bid #2025051 Garbage and Recycling Totes and Parts; and

WHEREAS, the bid process resulted in a response from four (4) 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 the bid to IPL North America, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with IPL North America, Inc.; 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.

12/15/2025
Consent

FINANCIAL IMPACT:

C8161-4531; Amount TBD

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

Bid #2025051 Garbage Recycling Totes & Parts											
Low Bidder			Vendor Name:	Cascade		Schaefer		Rehrig		IPL	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
			PART I – Garbage & Recycling Totes								
1	2000	EA	95-Gallon Garbage Totes as specified (or equivalent) The Town may use up to 2,500 95-gallon garbage totes with lids over a two-year period. Estimated quantities only and are not guaranteed.	$49.09	$98,180.00	$51.51	$103,020.00	$52.00	$104,000.00	$47.75	$95,500.00
2	2000	EA	65-Gallon Garbage Totes as specified (or equivalent) The Town may use up to 2,500 65-gallon garbage totes with lids over a two-year period. Estimated quantities only and are not guaranteed	$46.37	$92,740.00	$46.38	$92,760.00	$48.00	$96,000.00	$41.96	$83,920.00
3	750	EA	35-Gallon Garbage Totes as specified (or equivalent) The Town may use up to 2,500 65-gallon garbage totes with lids over a two-year period. Estimated quantities only and are not guaranteed.	$40.00	$30,000.00	$42.08	$31,560.00	$45.00	$33,750.00	$36.83	$27,622.50
			Part 1 TOTAL:		**$220,920.00**		**$227,340.00**		**$233,750.00**		**$207,042.50**
			PART II - PARTS PRICING MUST BE LISTED BELOW, attach additional pages in the same format if necessary								
4	350	EA	Rehrig 95-gallon lids as specified or equivalent	$14.20	$4,970.00	$12.00	$4,200.00	$19.00	$6,650.00	NO BID	NO BID
5	350	EA	Rehrig 95-gallon axle as specified or equivalent	$3.50	$1,225.00	$1.00	$350.00	$6.00	$2,100.00	NO BID	NO BID
6	350	EA	Rehrig 95-gallon wheels as specified or equivalent	$5.50	$1,925.00	$5.00	$1,750.00	$10.00	$3,500.00	NO BID	NO BID
7	350	EA	Rehrig 65-gallon lids as specified or equivalent	$13.50	$4,725.00	$12.00	$4,200.00	$18.00	$6,300.00	NO BID	NO BID
8	350	EA	Rehrig 65-gallon axle as specified or equivalent	$3.00	$1,050.00	$1.00	$350.00	$6.00	$2,100.00	NO BID	NO BID
9	350	EA	Rehrig 65-gallon wheels as specified or equivalent	$5.50	$1,925.00	$5.00	$1,750.00	$10.00	$3,500.00	NO BID	NO BID
10	150	EA	Rehrig 35-gallon lids as specified or equivalent	$11.50	$1,725.00	$11.00	$1,650.00	$17.00	$2,550.00	NO BID	NO BID
11	150	EA	Rehrig 35-gallon axle as specified or equivalent	$3.00	$450.00	$1.00	$150.00	$6.00	$900.00	NO BID	NO BID
12	150	EA	Rehrig 35-gallon wheels as specified or equivalent	$5.50	$825.00	$5.00	$750.00	$6.00	$900.00	NO BID	NO BID
			Part 2 TOTAL:				$15,150.00		$28,500.00		
			TOTAL		**$18,820.00**		**$15,150.00**		**$28,500.00**		**$0.00**

NOTES:

Cascade: Item #1 calculation incorrect in their bid. Their calculation was $98,109 and it should be $98,180. Cascade also included an exceptions page to bid 2025051 that includes a price adjustment clause and an exception to the instruction to bidders. Provided Cascade parts for items 4 thru 12 in place of Rehrig.

Schaefer: Provided Schaefer parts for line items 4 thru 12 in place of Rehrig parts. They also included an additional parts price list outside of the bid pricing page.

Rehrig: Item #1 calculation incorrect in their bid. Their calculation was $130,000 and it should be $104,000. Item #2 calculation is incorrect in their bid. Their calculation was $120,000 and it should be $96,000. Item #3 calculation is incorrect in their bid. Their calculation was $45,000 and it should be $33,750. Rehrig did not sign the addendum.

IPL: Item #1 calculation incorrect in their bid. Their calculation was $95,000 and it should be $95,500. Bid exceptions included for wall thickness and resin weight. Did not provide parts pricing.

Attachment: Bid Analysis Totes (RES-2025-1053 : Award Bid #2025051 Garbage & Recycling Totes &

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 31264 **RESOLUTION 2025-1054** **ADOPTED**

Award Bid #2025054 Manhole Frames & Covers - CRS #6022

WHEREAS, the Contract Compliance and Administration Department received bids on December 4, 2025 for Bid #2025054 for Manhole Frames & Covers; 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 the bid to EJ USA, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with EJ USA, Inc.; 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.

12/15/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2025054 Manhole Frames & Covers					
Low Bidder				EJ USA, Inc.	
Item No.	QTY.	U/M		UNIT PRICE	TOTAL COST
			Heavy Duty Manhole Frame and Cover		
1	50	Each	Heavy Duty Manhole Frame and Cover 24" diameter x 7" high bearing Town of Amherst logo and "Town of Amherst Sanitary Sewer" or "Town of Amherst Storm Sewer" with standard pick-hole and 4-3/4" vent holes or solid cover (EJ #1310Z frame / EJ #1310 cover or approved equal)	$360.80	$18,040.00
2	50	Each	Heay Duty Manhole Frame and Cover 24" Diameter X 3" high bearing Town of Amherst logo and "Town of Amherst Sanitary Sewer" or "Town of Amherst Storm Sewer" with standard pick-hole and 4-3/4" vent holes or solid cover (EJ #1312Z frame / EJ #1310 cover or approved equal)	$328.35	$16,417.50
			NO ADDITIONAL CHARGES WILL BE ALLOWED		

Attachment: Bid Tab Manhole Frames & Covers (RES-2025-1054 : Award Bid #2025054 Manhole Frames & Covers - CRS #6022)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Court
Initiated by: **Kim Kern**
Co-Sponsored by:

DOC ID: 31265 **RESOLUTION 2025-1055** **ADOPTED**

Lineage-Buffalo Lease CRS #5901

Please authorize the Supervisor to sign the lease between Lineage-Buffalo and Amherst Town Court to lease a mail machine/scale/folder. This is a 63 month lease. CRS #5901.

12/15/2025
Consent

FINANCIAL IMPACT:

There is suffcient money in the Court's budget to cover this lease.

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

quadient Leasing

Government Product Lease Agreement
with Postage Meter Rental Agreement

Section (A) Office Information

Office Number	Office Name	Phone #	Date
			10/02/2025

Section (B) Billing Information

Company Name	**Town off Amherst Court**		
DBA			
Billing Address	**400 JOHN JAMES AUDUBON PKWY**		
City State Zip+4	**AMHERST**	**NY**	**14228-1142**
Contact Name	**Kim Kern**	Phone	**(716) 689-4200**
Contact Title	**Deputy Court Admin**	Fax	
Email Address	**kkern@nycourts.gov**	PO #	

Section (C) Installation Information (if different from billing information)

Company Name	**Town off Amherst Court**		
Installation Address	**400 JOHN JAMES AUDUBON PKWY**		
City State Zip+4	**AMHERST**	**NY**	**14228-1142**
Contact Name	**Kim Kern**	Phone	**(716) 689-4200**
Contact Title	**Deputy Court Admin**	Fax	
Email Address	**kkern@nycourts.gov**		
Main Post Office		PO 5-Digit Zip Code	

Section (D) Products

Qty	Model / Part Number	Description (include Serial Number, if applicable)
1	IX5AF	iX-5 Series Base w/ Autofeeder, Sealer, Catch Tray & Ink Cartridge
1	IXWP5	IX Series 5 lb Weighing Platform
1	DS64IST1E-STD	DS-64i 1 Station Expert 1 Auto Feeder w/HCVS

Section (E) Lease Payment Information & Lease Payment Schedule

Tax Status:
- ☐ Taxable
- ☑ Tax Exempt
  Certificate attached

Billing Frequency:
- ☐ Monthly
- ☑ Quarterly
- ☐ Annually

Billing Method:
- ☑ Standard
- ☐ Arrears

Number of Months		Monthly Payment (Plus applicable taxes)
First	63	$346.21

Current Lease Number: **N20113005 -**

☐ ACH (Customer to submit authorization form)

Section (F) Postage Meter & Postage Funding Information

Meter Model	**IX5AFAI**	Machine Model	**IX5AF**

Postage Funding Method:
- ☐ Bill Me ☑ Prepay by Check
- ☐ ACH Debit (Submit customer authorization form)
- ☐ OMAS ☐ CPU (include authorization form)

Agency Code Sub Agency Code

Postage Funding Account:
- ☑ POC ☐ TMS
- ☐ New ☑ Existing

Existing Account Number: **8017951**

Service Products (Check all that apply)

- ☑ Online Postal Rates iMeter™ App (SP10)
- ☐ Online Postal Expense Manager iMeter™ App (SP20/NeoStats)
- ☐ Online E-Services with Electronic Return Receipt iMeter™ App (SP35)
- ☐ S.M.A.R.T. Online - USPS Shipping
- ☐ 4G/5G Cell Service
- ☐ Maintenance
- ☑ Installation/Training
- ☐ Software Support for premise (non-cloud) solutions

Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to the Postage Funding Account unless initial here _____.

This document consists of a Government Product Lease Agreement with Quadient Leasing USA, Inc.; and a Postage Meter Rental Agreement, and Online Services and Software Agreement with Quadient, Inc.; and a Postage Funding Account Agreement with Quadient Finance USA, Inc. Your signature constitutes an offer to enter into such agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-V11-2023), which are also available at https://quadientterms.com/Government-Equipment-Lease-Terms-USPS-Dealer-V11-2023, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Guided by Quadient, Inc.'s Sustainable Design and Responsible Manufacturing Policy, our Products may contain reused components. For more Information visit https://www.quadient.com/about-us/sustainable-design-and-manufacturing.

******* SEE PURCHASE ORDER ******

Authorized Signature

Catherine Braisted

Print Name and Title: Catherine Braisted Director Contracts & Asset Mgmt

Date Accepted: 10/2/2025

Accepted by Quadient Inc. and its Affiliates

Date Accepted

Attachment: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

SERVICE AGREEMENT

LINEAGE

AGREEMENT made by and between LINEAGE herein called "the Company" and

Customer name ("Customer") Town of Amherst Court — Customer bill to Same

Equipment address 400 John James Audubon Pkwy — Bill to address, if different

City, State, Zip Amherst, NY 14228 — City, State, Zip

EQUIPMENT TO BE COVERED UNDER THIS SERVICE AGREEMENT, herein collectively called ("Machine")

MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MODEL NUMBER	SERIAL NUMBER	MAXIMUM CYCLES Per Paragraph 2
IX5AFWP5						
DS64IST1E-STD						

Service Plans: – All Plans are subject to the Terms and Conditions below. Date Service to Begin: Installation **Original Lease Term** 63-month

Critical Care Service Plan – Contract Price:_____per month, billed annually plus TAX where applicable. - Customers receive our "premier" service. ALL parts, labor and travel are included at no additional charge. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled as determined by the Company based upon Machine usage. On emergency calls, Customers will receive next call status over lower level or non-contract customers. Customers may also receive up to four (4) hours per year of new operator training or minor program modifications to their original specification at no additional charge.

✓ **Standard Care Service Plan – Contract Price:** $191 **per month, billed annually plus TAX where applicable**. – With Standard Care many of the parts are included at no additional charge. Labor and travel are also included. If the Company is unable to repair the Machine in a reasonable time, loaner equipment will be provided at no charge. Preventative maintenance services may be scheduled on contracts that have a value greater than twice the Company's currently published hourly labor rate. On emergency calls, Customers will receive a four (4) hour response time (averaged). This Plan does not include any additional operator training after completion of the initial installation of the Machine.

Notes: #12.cont: "other than the attached Addendum to Contractor Vendor ON SITE Minor". Price locked in for term of lease.

The Customer and the Company understand and agree this service agreement includes the Terms and Conditions as follows:

1. If the Machine is leased, the annual contract cannot be terminated and must be "active" for the term of the lease including renewal periods. The terms and conditions herein shall remain in full force and effect during any renewal term except the annual rates set forth herein shall be adjusted during any renewal term to Company's then current rates.
2. This Agreement shall commence on the Machine's installation date and shall continue for either a one (1) year term or the Maximum Cycles, whichever occurs first. Thereafter, it shall renew in either annual terms or the Maximum Cycles, whichever occurs first
3. The Company's obligations herein called "Service" shall be limited to providing: (i) periodic inspections and diagnostic checks of the Machine and (ii) repair or replacement of complete assemblies resulting from the wearing out of numerous parts. The Company reserves the right to use new or recycled parts when performing repairs on the Machine as long as they meet or exceed manufacturer's specifications. Preventative maintenance may be performed at the same time as a requested service call.
4. ~~For computer-based systems, the Company's obligations hereunder shall not include backup and / or recovery of applications, programs or data. If service is required due to hardware and / or software failure that results in a loss of these items, the Customer shall be charged at the then current hourly rate for consultation, programming, development and/or labor to restore the system to its prior operating condition, when and if possible. These charges are in addition to any charges already paid by the Customer.~~ HC
5. Service shall be performed during the Company's usual business hours which are Monday through Friday 8:00 AM to 5:00 PM, excluding Holidays. However, Service, when and if available after the Company's usual business hours, on Saturdays, Sundays and Holidays, must be scheduled in advance and shall be charged at the Company's then current "after hours" rates for labor, travel and expenses and will be in addition to any charges already paid by Customer hereunder.
6. ~~If the Machine is regularly used by more than one (1) shift of personnel, the charges herein shall increase by fifty (50%) percent per each additional shift using the Machine.~~ HC
7. If, in the Company's opinion, the Machine ought to be removed for an overhaul, rebuild, or shop reconditioning because on-site repair and/or replacement of parts cannot keep the Machine in satisfactory operating condition, the Company will submit a cost estimate to Customer for such services and if authorized by Customer, the Company will perform such service at the sole expense of Customer which will be in addition to any charge paid by Customer hereunder.
8. Any parts hereunder shall be free from manufacturing defects in material and workmanship under normal use for a period of ninety (90) days after same are supplied to Customer. This Warranty does not apply to any parts that have been tampered with or repaired by persons other than persons authorized by the Company to perform service on the Machine or if the part has been subjected to misuse or abuse. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. In case of any breach of the Warranty, the Company's obligations shall be limited to the repair or replacement of any defective part without charge. THE COMPANY SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES IN CONNECTION WITH SERVICE, PARTS AND LABOR PROVIDED HEREUNDER OR RESULTING FROM ANY USE OR FAILURE OF MACHINES, INCLUDING WITHOUT LIMITATION, LIABILITY FOR CUSTOMER'S EXPENSE OR LOSS OF INCOME WHILE MACHINES ARE OUT OF OPERATION.
9. If the Company provides Service hereunder for the following units, the parts listed next to said units are hereby expressly excluded from the Company's obligations hereunder:
   All Products - Consumable supplies including but not limited to: labels, tape pads and rolls, all ink, computer paper, ribbons, sealing and cleaning solution.
   Mailing Machines, Folders/Inserters, Electronic scales - NO EXCLUSIONS
   Letter Openers/Extractors – Rubber rollers and belts limited to two per year
   Barcode Scanners - Cables, lenses
   Printers - Print heads
   Shredders/Bursters - Blades, if rollers are not kept oiled which is a customer responsibility
   Computer Systems – Software, upgrades, application changes, (see paragraph 4 above)
   Shipping Systems - Hardware and/or software required for carrier compliance including rate changes, zone changes or compliance changes
10. The Company's Service is contingent upon the proper use of all equipment. It does not include the following and may result in an additional charge to the Customer:
    a) Electrical work external to the equipment or service related to accessories, attachments, or other devices not furnished by the Company;
    b) Service caused by materials or supplies that are not Company or manufacturer supplied will result in a service charge and/or additional charges;
    c) Repair of damage or increase in service time resulting from:
    1) Accident, transportation, abuse, neglect, theft, fire or water damage, misuse or other than ordinary use;
    2) Failure of electrical power, air conditioning or humidity control; and
    3) Alterations which include but are not limited to, any changes in the Company's design, installation, removal of the Company's features, any other modifications, repairs or maintenance or whenever any of the foregoing is performed by persons other than the Company's personnel.
    d) Making specification changes or performing services connected with relocation of equipment, and adding or removing accessories, attachments or other devices;
    e) Such services which are impractical for Company's personnel to render because it alters the Machine and the connection by mechanical or electrical means to another Machine or device;
    f) Service of equipment located in an unsuitable place of installation or in a hazardous, unsafe, or threatening environment, as determined by the Company;
    g) Normal operator functions as described in operator's manuals or training after initial installation where training has already been performed;
    h) Problems relating to or caused by hardware and/or software not supplied by Company; and
    i) Problems relating to or caused by operating environment including heating, air conditioning, humidity and power which are not compliant with the Company's or manufacturer's specifications
11. All leased Machines must have an "active" Agreement. For non-leased Machines, termination of the Agreement by either party must be given by written notice to the other party not less than thirty (30) days prior to the expiration of the current term (original or renewal). In the event that this Agreement should be terminated by the customer prior to the ending date of the then current term (original or renewal), the customer shall not be entitled to any refunds of any amount paid under this Agreement
12. This Agreement constitutes the entire Agreement between the parties hereto, and supersedes all previous negotiations, commitments and agreements with respect to its subject matter. This Agreement may not be modified except in writing, acknowledged and signed by both parties. The terms of this Agreement shall prevail over any inconsistent terms appearing on any purchase order or acknowledgments submitted by the customer.

Authorization and Acceptance

Customer Signature: **Date:** **Employee Signature:** Hannah Caraotta

Print Name: **Title:** **Print Name:** Hannah Caraotta

March 30, 2012

Attachment: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

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: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

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: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

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:

Lineage
Print Name of Company

By: Heather Parzynski
Signature

Heather Parzynski
Printed name

Date: 12/9/25

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

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: Lineage

Signature: Heather Parzynski

Print Name: Heather Parzynski

Title: Office Manager

Date: 12/9/25

Revised 4.2017

Attachment: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

Client#: 2339702 70WILLIHOL2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/20/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Paige Braddy AAI CISR
McGriff, a MMA LLC Company 550 S Caldwell St. Suite 1500 Charlotte, NC 28202 704 954-3000	PHONE (A/C, No, Ext): 704 954-3000 FAX (A/C, No): 888-751-3197 E-MAIL ADDRESS: PBraddy@mcgriff.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Co of America	25666
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Property Casualty Co of Amer	25674
INSURER D : Phoenix Insurance Company	25623
INSURER E :	
INSURER F :	

INSURED
Williams Holdings, LLC
1629 Cross Beam Drive
Charlotte, NC 28217

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 ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	Y6309X501799TIA24	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 $	$1,000,000 $300,000 $5,000 $1,000,000 $3,000,000 $2,000,000 $
D	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAA28034142414G	12/31/2024	12/31/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1.000.000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $10000			CUPA28594462414	12/31/2024	12/31/2025	EACH OCCURRENCE AGGREGATE $	$8,000,000 $8,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UBA69338632414G	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Umbrella is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221-0000

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

Scott D. Burns

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KABE

Attachment: DOC121025-1210202511102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

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)
ADVANCED BUSINESS MACHINES INC
1629 CROSS BEAM DR
CHARLOTTE, NC 28217

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*
Lineage
385 N French Rd
Amherst NY 14228

1b. Business Telephone Number of Insured
716 +631-3345

1c. Federal Employer Identification Number of Insured or Social Security Number
161226757

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main St
Williamsville, NY 14221

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

3b. Policy Number of Entity Listed in Box 1a
LNY965861001

3c. Policy effective period
01-01-2025 to 12-31-2025

4. Policy provides the following benefits:

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

5. Policy covers:

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

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

Date Signed 09-29-2025 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

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

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number Name and Title

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Williams Holdings, LLC Lineage Buffalo 385 N. French Rd. Buffalo, NY 14228	704-559-6569 1c. NYS Unemployment Insurance Employer Registration Number of Insured
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1d. Federal Employer Identification Number of Insured or Social Security Number 16-1550256
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 Travelers Property Casualty Company of America 3b. Policy Number of Entity Listed in Box "1a" UB-A8898502-24-14-G 3c. Policy effective period 12/31/2024 to 12/31/2025 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: Melissa L. Forbes
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Melissa L Forbes 02/21/2025
(Signature) (Date)

Title: Licensed Agent/ Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 704-954-3011

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: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

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 ar permit for or in connection with any work involving the employment of employees in a hazardous employment define by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permit shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory t the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herei however, shall be construed as creating any liability on the part of such state or municipal department, boar 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 int any contract for or in connection with any work involving the employment of employees in a hazardous employmer defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, sha not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactor to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

Town of Amherst

JUSTIFICATION AND COMPLIANCE FORM

Supplier Name: Quadient
Item or Service: Postage Meter Equipment Lease & Service
Price/Cost: Attached Pricing Information.

Provide a justification regarding why the particular cooperative purchase being considered is most advantageous to the Town of Amherst, cost and other factors considered. Attach additional documentation as necessary.

The Town of Amherst currently leases all of their postage meters. A NYS OGS mini bid was conducted with Vendor responses due on 11/7/25. There was 2 responses received from ACME Business and Lineage. ACME Business' offering however was only for purchase of the equipment only, it was not for leasing, and their offering did not include setup and installation. Lineage did not provide a bid, but they included the attached letter stating that they are the only Quadient dealer authorized to sell, install, service and support in the Buffalo, NY territory. To conclude, we received no mini bid responses that were acceptable.

We then looked into issuing a formal bid for the leasing of Quadient equipment. There are a total of 7 different departments with leased equipment. The issue(s) with conducting a formal bid is that each department does not spec their own equipment, so putting together an equipment list is not feasible. A bid walk would need to be performed so that each Vendor could provide a leasing option, but the 7 different departments are all throughout Town (Police, Court, Youth & Rec, Town Hall, Highway, Plant 16, and Engineering) and coordinating a visit to all locations would be tedious and time consuming. The second issue is that we are looking to lease instead of purchase. Purchasing would require all of the funds up front instead of spread out over 3-5 years and the extra funds required are not in each departments budget. Anticipated yearly leasing spend for the 7 locations is around $20,000.

Last, we looked at purchasing as a True Lease, but Quadient's offering is technically a finance lease. A determination was made that for effeciency, the Sourcewell pricing will be allowed. The Quadient Sourcewell Contract 070125-QDT MSRP discount structure is attached. While we will lease directly with Quadient thru Lineage, the Sourcewell pricing was competitively bid and Quadient was ranked #1 on the Sourcewell proposal evaluation (see attached). We will also allow for future Town leases to utilize this contract pricing until an alternative solution is utilized.

Procurement Official Signature: _____
Procurement Official Name: Zach Kittleman
Date: 11/25/2025

Attachment: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

quadient

Because connections matter.

To whom it may concern in the Town of Amherst,

This letter is to inform you that Quadient IX5 and DS64i are proprietary Quadient solutions. Only Quadient-authorized Sales and Service teams are authorized to sell, install, service and support these technologies. In the Buffalo, NY territory, Lineage is the exclusive, authorized Sales and Service partner. This applies to all contract pricing as well. These products are not available for leasing on the NYS OGS contract. They are available for lease on the Sourcewell contract and that pricing has been provided.

For any questions or additional assistance, please contact me directly at 860-329-7010.

Regards,

Emil

Emil Sapere

Regional Manager, Dealers

860-329-7010

e.sapere@quadient.com

© Quadient

Attachment: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

[illegible]	[illegible]
USPS Postage Meter Rentals and Additional Services	25%-55%
Low, Mid, High Volume Tabletop Inserters	30%
Outbound Shipping & Tracking (SMART Standalone + Packages)	30%
Low, Mid, High Volume Mailing Systems and Accessories	30%
Addressing Systems	20%
Production Inserters	20%
Letter Openers and Folders	5%
Inbound Parcel/Asset/Mail Tracking Software	5%
Document Output Mgmt Software	0%
Customer Communication Mgmt Software	0%
Financial Automation Software	0%
Data Quality Software	0%
Parcel Lockers	0%
Production Mail Meter Systems	0%
Production Mail Sorters	0%
Professional Services	0%
Supplies	0%
Shipping, delivery,standard hardware installation, and basic training are included.	

Attachment: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

Docusign Envelope ID: 47CC39B1-4007-426F-8DBB-938F3580863C

Proposal Evaluation
Mailing and Postage Equipment and Technology RFP #070125

	Possible Points	DMT Solutions Global Corporation	Francotyp-Postalia Inc	Pitney Bowes Inc.	Quadient, Inc.	Tritek Technologies, Inc.
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass
Financial Viability and Marketplace Success	50	41	36	42	45	41
Ability to Sell and Deliver Solutions	150	128	101	125	122	116
Marketing Plan	100	82	63	75	83	85
Value Added Attributes	100	76	67	77	85	78
Depth and Breadth of Offered Solutions	200	163	136	171	156	156
Pricing	400	336	314	350	355	310
Total Points	1,000	**826**	**717**	**840**	**846**	**786**

DocuSigned by: Lisa Truax 04A338655E9E49E...
Lisa Truax, CPPB
Senior Procurement Analyst

DocuSigned by: Paul Dotson 948306E349B2428...
Paul Dotson, MA
Procurement Analyst II

Signed by: Jonathan Love 34FCC9BCA201409...
Jonathan Love, MA
Procurement Analyst II

Signed by: Brittney Cottner A22070A2881D440...
Brittney Cottner, MBA
Procurement Analyst I

Attachment: DOC121025-12102025111102 (RES-2025-1055 : Lineage-Buffalo Lease CRS #5901)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Emergency Services
Initiated by: **Brandon Peters**
Co-Sponsored by:

DOC ID: 31273 **RESOLUTION 2025-1056** **ADOPTED**

Travel & Technical Meeting

Kindly adopt a Resolution authorizing one employee to attend the above entitled technical meeting. This on-site meeting is being held in Ft. Lauderdale, Florida from December 10th, 2025 through December 12th, 2025. The cost for this meeting and travel is $1412.98.

12/15/2025
Consent

FINANCIAL IMPACT:

1412.98 A3641.4120

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

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

NAME	Employee #	Department	Phone Number
Brandon Peters	8883	Em Serv	716-631-7121

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
12/10/25	12/12/25	Ft. Laud FL.	Technical meeting with Broward County Sheriffs office

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	300.00	A3641.4120	
Lodging:			
2 # nights @ $ 384.77	769.53	A3641.4120	
Meals:			
IRS Per Diem Per Day:	86	A3641.4120	
1st & Last Day of Travel @ 75%	129.00	A3641.4120	
1 # Breakfasts @ $	22.00	"	
1 # Lunches @ $	23.00	"	
1 # Dinners @ $	36.00	"	
1 # Incidentals @ $	5.00	"	
Registration/Conference Fee			N/A
Other			N/A
Subtotal	1284.53 -		
Contingency - 10% of subtotal or $200	128.45 -		
TOTAL	1412.98 -		

Request Approved By:

Department Head Signature

12/9/25

Date

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Peters December Travel (RES-2025-1056 : Travel & Training)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Highway
Initiated by: **Vianne Uthman**
Co-Sponsored by:

DOC ID: 31266 **RESOLUTION 2025-1057** **ADOPTED**

Contract Extension - Guthrie Heli-Arc, Inc CRS #5903

WHEREAS, Bid # 2021-031, Highway Department, Vacall Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions and;

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2021-834.

NOW THEREFORE BE IT RESOLVED, the contract extension term will be dated from 9/27/25 through 9/26/26 and;

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Guthrie Heli-Arc Inc, 6276 Clinton Street Road, Bergen, NY 14416, subject to the Contract Routing System, CRS #5903.

12/15/2025
Consent

FINANCIAL IMPACT:

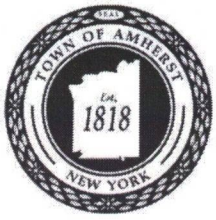
N/A

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

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

October 23, 2025

Attn: Margaret Ryan
Guthrie Heli-Arc, Inc.
13799 Henskee Road
Alden, NY 14004

Re: – CRS #2890 / Bid #2021-031 Extension from 9/27/2025 through 9/26/2027

Dear Ms. Ryan:

The Town of Amherst wishes to extend your contract which expired on 9/26/2025 for a two (2) year extension. This extension will end on September 26th, 2027 and follow the same terms and conditions as the original contract.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond **within five (5) days upon receipt of this request.**

If you wish to extend; please return three(3) originals, signed in blue ink to:

ATTN: Vianne Uthman
Town of Amherst Highway Department
1042 North Forest Road
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: Guthrie Heli-Arc, Inc.

Representative (Please print)**: Margaret Ryan** **Title: President**

Signature: Margaret Ryan - Pres. **Date:** 10/27/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Guthrie Contract 2 Year Extension 2025-27 (RES-2025-1057 : Contract Extension - Guthrie Heli-Arc, Inc CRS #5903)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31231 **RESOLUTION 2025-1058** **ADOPTED**

Extension of RFP #202306 Third Party Workers' Compensation Administrator - CRS #5979

Please authorize the Supervisor to sign an Extension to the original Agreement (RES-2024-190) with PMA Management Corp for Third Party Workers Compensation Administrator through December 31, 2027.

12/15/2025
Consent

FINANCIAL IMPACT:

R1915.4090; TBD

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

AMENDMENT TO THIRD PARTY CLAIM ADMINISTRATIVE SERVICES

THIS AMENDMENT TO THE THIRD PARTY CLAIM ADMINISTRATIVE SERVICES (this "**Amendment**") is hereby made this 1st day of January, 2026 by and between PMA Management Corp. (**"PMA"**) and Town of Amherst, New York (**"Client"**).

WHEREAS, PMA and Client are parties to that certain Agreement for Third Party Claim Administrative Services dated March 1, 2024 (the "**Agreement**"); and

WHEREAS, PMA and Client mutually agree to implement the first two year extension option as contemplated under Section 2 (Term) of the Agreement; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby mutually agree and intend to be legally bound as follows:

1. **TERM**. Pursuant to Section 2 of the Agreement, the term of the Agreement is hereby extended for an additional two-year term commencing beginning January 1, 2026 and expiring December 31, 2027 (the "2026-27 **Extension Term**"). All other terms of Section 2 shall remain and apply to the Amendment and Agreement.

2. **GENERAL TERMS.** Except as amended hereby, all of the terms, fees, charges and conditions of the Agreement shall remain and continue in full force and effect. This Amendment may be executed in one or more counterparts, each of which shall be an original, and all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the parties have caused this Amendment to the Agreement to be executed by their duly authorized officers on the day and year first written above.

PMA MANAGEMENT CORP.

BY: Michael Mackay

TITLE: President

TOWN OF AMHERST, NEW YORK

BY: _____

TITLE: _____

Attachment: PMA Extension 2026-27 (RES-2025-1058 : Extension of RFP #202306 Third Party Workers' Compensation Administrator - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31235 **RESOLUTION 2025-1059** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department. Effective December 16, 2025, Temporary, $15.80ph, Step 2 for Morgan Popp.

12/15/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31252 **RESOLUTION 2025-1060** **ADOPTED**

Stop Loss Insurance - Medical / RX - CRS #5993

Please authorize the Supervisor to sign an agreement with the HM Life Insurance Company of New York for the provision of Stop Loss coverage for calendar year 2026.

12/15/2025
Consent

FINANCIAL IMPACT:

A9060.0393 & 0394

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

HM LIFE INSURANCE COMPANY OF NEW YORK

STOP LOSS PROPOSAL FOR
Town of Amherst

Sales Representative: Victor Parker
Broker: AP BENEFIT ADVISORS LLC
Claims Administrator: Independent Healthcare
Provider Network(s): Independent Health, RBP - Payer Compass
Utilization Review Vendor(s): Independent Health
Retirees: Only Under 65 Retirees Included

Proposed Effective Date: 01/01/2026
Through Date: 12/31/2026
RFP Situs State: NY

Specific (Check one option)	Lives	Current	☒ Renewal	☐ Option 1	☐ Option 2
Specific Deductible (per Covered Participant)		$275,000	$275,000	$300,000	$325,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Eligible Claims Expenses		Med, Rx	Med, Rx	Med, Rx	Med, Rx
Specific Premium					
Single Rate	220	$29.56	$33.94	$30.35	$27.07
Family Rate	445	$77.90	$89.85	$81.39	$73.72
Total Lives	**665**				
Estimated Policy Term Specific Premium		$494,024	$569,401	$514,747	$465,130
Policy Term Aggregating Specific Loss Fund		$150,000	$150,000	$150,000	$150,000
Specific Covered Claims Basis		144/12	156/12	156/12	156/12
Commission		0.00%	0.00%	0.00%	0.00%
Specific Coverage Features/Options					
Specific Advance Funding					
Rate Cap					

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

- Member 91255942301 will have an Individual Conditional Specific Deductible of $1,850,000, which is only applicable if she is approved and begins taking the drug Strensiq

Attachment: Stop Loss Insurance - Medical RX - HM Life Insurance Company of NY (RES-2025-1060 : Stop Loss Insurance - Medical / RX - CRS

HM LIFE INSURANCE COMPANY OF NEW YORK

STOP LOSS PROPOSAL FOR
Town of Amherst

PROPOSAL NOTES

- The rates in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- The Specific rates in this proposal are based on an Aggregating Specific arrangement. Maximum Specific Liability includes estimated Policy Term Specific premium and the Aggregating Specific fund.
- This proposal includes Specific Advance Funding.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- This proposal includes a 50% rate cap on the Specific Premium Rate at the renewal of your Stop Loss Policy. If applicable, this increase also will apply to the Aggregating Specific Loss Fund. The rate cap does not apply to Material Changes including, but not limited to, the following: Covered Underlying Plan, HM's Stop Loss Policy provisions, the PPO network or the Claims Administrator, and the rates may be further adjusted by such changes. The rate cap rider applies to this Policy Term only. It may be offered at subsequent Stop Loss Policy renewals at the discretion of HM Underwriting.
- At renewal, We will not apply any new lasers, including but not limited to, an Alternate Specific Deductible or Excluded Claim Expense, within the Special Risk Limitations section of the policy, unless requested.
- Only retirees under age 65 are included in the stop loss coverage.
- HM follows the underlying Plan Document, subject to the Exclusions and Limitations of the Stop Loss Policy.
- An up to date, signed and complete Summary Plan Document is required for claims to be eligible for reimbursement.
- Regarding gene therapy claims, HM follows the group's Underlying Plan Document for what the plan considers to be an Eligible Claim Expense. HM does not have any specific restrictions, Exclusions, or Limitations in its Stop Loss Policy for gene therapies and adjudicates those claims as it would any other claim submitted by the Plan (subject to any Special Risk Limitations stated on the Declaration Page of the Policy).

PROPOSAL ACCEPTANCE

Please acknowledge acceptance of the terms in this proposal by signing and returning by 11/21/2025. Please also indicate which option is chosen by checking the appropriate box on the previous page. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.
Failure to remit the signed agreement by 11/21/2025 will result in this proposal being considered expired.

Signature: _____ Title: _____

Accepted on the _____ day of _____, 20_____

Attachment: Stop Loss Insurance - Medical RX - HM Life Insurance Company of NY (RES-2025-1060 : Stop Loss Insurance - Medical / RX - CRS

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

HM LIFE INSURANCE COMPANY OF NEW YORK

STOP LOSS PROPOSAL FOR
Town of Amherst

Sales Representative:	Victor Parker	**Proposed Effective Date:**	01/01/2026
Broker:	AP BENEFIT ADVISORS LLC	**Through Date:**	12/31/2026
Claims Administrator:	Independent Healthcare	**RFP Situs State:**	NY
Provider Network(s):	Independent Health, RBP - Payer Compass		
Utilization Review Vendor(s):	Independent Health		
Retirees:	Only Under 65 Retirees Included		

Specific (Check one option)	Lives	☐ Option 3
Specific Deductible (per Covered Participant)		$350,000
Policy Year Maximum Specific Benefit		Unlimited
Lifetime Maximum Specific Benefit		Unlimited
Eligible Claims Expenses		Med, Rx
Specific Premium		
Single Rate	220	$24.58
Family Rate	445	$67.73
Total Lives	**665**	
Estimated Policy Term Specific Premium		$426,569
Policy Term Aggregating Specific Loss Fund		$150,000
Specific Covered Claims Basis		156/12
Commission		0.00%
Specific Coverage Features/Options		
Specific Advance Funding		
Rate Cap		

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:

- Member 91255942301 will have an Individual Conditional Specific Deductible of $1,850,000, which is only applicable if she is approved and begins taking the drug Strensiq

Attachment: Stop Loss Insurance - Medical RX - HM Life Insurance Company of NY (RES-2025-1060 : Stop Loss Insurance - Medical / RX - CRS

HM LIFE INSURANCE COMPANY OF NEW YORK

PROPOSAL NOTES (For Option 3)

- The rates in this proposal are firm. Please provide a signed proposal.
- Large claim data must be submitted for any claims that are at or have the likelihood to exceed 50% of the group specific deductible. Large claim data must include age, sex, diagnosis, prognosis, treatment plan, case management notes (if applicable), Pre-Cert and paid/pended claims.
- The Specific rates in this proposal are based on an Aggregating Specific arrangement. Maximum Specific Liability includes estimated Policy Term Specific premium and the Aggregating Specific fund.
- This proposal includes Specific Advance Funding.
- Human Organ Transplant benefits are payable in accordance with the Covered Underlying Plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- This proposal includes a 50% rate cap on the Specific Premium Rate at the renewal of your Stop Loss Policy. If applicable, this increase also will apply to the Aggregating Specific Loss Fund. The rate cap does not apply to Material Changes including, but not limited to, the following: Covered Underlying Plan, HM's Stop Loss Policy provisions, the PPO network or the Claims Administrator, and the rates may be further adjusted by such changes. The rate cap rider applies to this Policy Term only. It may be offered at subsequent Stop Loss Policy renewals at the discretion of HM Underwriting.
- At renewal, We will not apply any new lasers, including but not limited to, an Alternate Specific Deductible or Excluded Claim Expense, within the Special Risk Limitations section of the policy, unless requested.
- Only retirees under age 65 are included in the stop loss coverage.
- HM follows the underlying Plan Document, subject to the Exclusions and Limitations of the Stop Loss Policy.
- An up to date, signed and complete Summary Plan Document is required for claims to be eligible for reimbursement.
- Regarding gene therapy claims, HM follows the group's Underlying Plan Document for what the plan considers to be an Eligible Claim Expense. HM does not have any specific restrictions, Exclusions, or Limitations in its Stop Loss Policy for gene therapies and adjudicates those claims as it would any other claim submitted by the Plan (subject to any Special Risk Limitations stated on the Declaration Page of the Policy).

PROPOSAL ACCEPTANCE

Please acknowledge acceptance of the terms in this proposal by signing and returning by 11/21/2025. Please also indicate which option is chosen by checking the appropriate box on the previous page. All payments after the effective date of this policy, found on the previous page, must use the rates selected. Any deviation from the rates specified could result in an underpayment leading to a possible policy cancellation.
Failure to remit the signed agreement by 11/21/2025 will result in this proposal being considered expired.

Signature: _____ Title: _____

Accepted on the _____ day of _____, 20_____

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

Attachment: Stop Loss Insurance - Medical RX - HM Life Insurance Company of NY (RES-2025-1060 : Stop Loss Insurance - Medical / RX - CRS

HM LIFE INSURANCE COMPANY OF NEW YORK

STOP LOSS PROPOSAL FOR
Town of Amherst

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- This proposal is subject to revision if there is a change in Proposed Effective or Renewal Dates or a change in the Covered Underlying Plan.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed in this proposal.
- This proposal assumes a minimum participation level of 50%.
- This proposal assumes the Covered Underlying Plan includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HM; employee and dependent census data; submission of any requested claim information; and any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates will be modified, and the Specific claims will be adjusted accordingly.
- Surcharges (including the bad debt and charity surcharge portion of the New York Reform Act applicable to services are rendered in New York State), pool charges, and/or covered lives assessments may be covered under the Stop Loss Policy if such charges are considered a claim cost. HM is not responsible for the filing and/or payment of any assessment for which HM is not directly liable including, but not limited to, the New Hampshire Vaccine Assessment as modified by NH HB 664.
- All standard policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- The terms of this proposal are subject to revision by HM if there is a change in any state law or regulation between the date of this proposal and the effective date of the proposed Stop Loss coverage if HM deems such change to have a material effect on the risk being assumed. Such a revision can be made even if the proposal has already been accepted.
- This proposal will expire on the Proposed Effective Date.
- Unless otherwise limited or excluded by the Stop Loss Policy or under the Individual Special Requirements, Eligible Claim expenses under the Stop Loss Policy will follow the Covered Underlying Plan, up to the proposed Maximum Specific Benefit.
- The Agent is properly licensed and appointed by HM.
- The initial rates are guaranteed for the proposed Policy Term unless otherwise noted.
- There are no more than 15% COBRA participants.

Qualifications

- Any Stop Loss insurance requested and the Proposed Effective Date of that coverage must be approved by HM under Our current rules and practices.
- The premium rates are subject to change should the number of Covered Units change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Summary Plan Document or other acceptable plan description is required within 60 days of the Effective Date, and the premium rates may be subject to re-rating, retro-active to the Effective Date.
- This quote assumes the Covered Underlying Plan will include standard industry provisions and definitions including, but not limited to, eligibility, HIPAA, termination, leave of absence or disability, FMLA, subrogation, transplants and COB and exclusions for job-related injuries, treatments that are experimental and/or investigational, cosmetic, not medically necessary, war, felonies, charges in excess of usual and customary, and foreign medical care when traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Summary Plan Document is not available within 60 days from the Proposed Effective Date, We reserve the right to issue the policy assuming standard exclusions will apply.
- Our approval is subject to the receipt of information concerning whether the Plan Document includes or excludes a subrogation provision. Such information must be received in conjunction with the signed proposal. If it is confirmed that a subrogation provision is included in the Plan Document, and it is later determined that the provision does not exist, a new Policy or Addendum will be required to be issued to comply with a New York state mandate.

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

Attachment: Stop Loss Insurance - Medical RX - HM Life Insurance Company of NY (RES-2025-1060 : Stop Loss Insurance - Medical / RX - CRS

- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health Care Operations." HM will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.
- The rates in this proposal are based on the Disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's Stop Loss Policy.
- Any Stop Loss Policy issued by HM may be rescinded or re-underwritten if any information requested in connection with this proposal was intentionally concealed or misrepresented by or on behalf of the Policyholder and/or the Policyholder's Agent, or if the Policyholder and/or the Policyholder's Agent commits fraud.
- As used above: An "Agent" is the prospective Policyholder's representative including, but not limited to, the agent, producer or broker of record, or Claims Administrator. A "Claims Administrator" is a third-party administrator (TPA) designated by the Policyholder and approved by Us. Disclosure or Disclosed means to provide Claim Information and any other documentation or data requested by Us including, but not limited to, Census and Demographic Information and the estimated number of Covered Units prior to the beginning of the Policy Term.

Attachment: Stop Loss Insurance - Medical RX - HM Life Insurance Company of NY (RES-2025-1060 : Stop Loss Insurance - Medical / RX - CRS

Coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, in all states except New York under policy form series HMP-SL (08/19) or HMP-SL (06/20) or similar. In New York, coverage is underwritten by HM Life Insurance Company of New York, New York, NY, under policy form series HMP-SL (06/20) or similar. The coverage requested may not be available in all states and is subject to individual state approval.

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31271 **RESOLUTION 2025-1061** **ADOPTED**

Abolishment of Title Resource Coordinator

WHEREAS, facing the COVID Pandemic in late 2019 and early 2020, Town of Amherst Officials believed the creation and implementation of a title and function, i.e. Resource Coordinator, geared toward coordinating, organizing, and developing a process for managing the documentation and certifications required during emergency management situations under certain federal and state agencies and legislation for reimbursement and recoupment of monies and resources expended under such emergency circumstances would be a practical and valuable asset to assist in coordinating such procedures; and

WHEREAS, the Resource Coordinator was intended to act as a liaison to departments involved in the procurement, payment/finance, recapture, reimbursement, and administration or use of municipal resources needed to carry out the mission of the municipality, and to work closely with both the Director of Finance and elected officials to develop and coordinate procedures to ensure compliance with Federal, State and Local requirements surrounding municipal states of emergency as well as day to day resource administration; and

WHEREAS, the Resource Coordinator Title has moved away from the Finance Department, where it is intended to be supervised per the job specification; and

WHEREAS, with the end of the COVID 19 Pandemic state of emergency and the end of many of the regulations, orders, and rules associated with that emergency, these duties are now appropriately being handled by other individuals throughout the Town, and a centralized person is not necessary to handle these functions; and

WHEREAS, the Town of Amherst has never made a permanent appointment to the title of Resource Coordinator; and

WHEREAS, the position of Resource Coordinator was not funded in the Town of Amherst 2026 Budget; and

WHEREAS, pursuant to relevant sections of New York State Civil Service Law positions in the competitive, noncompetitive or other classes may be abolished due to economy, consolidation or abolition of functions, curtailment of activities or otherwise;

NOW, THEREFORE, BE IT RESOLVED that the Town Board hereby abolishes the title and position of Resource Coordinator effective at the close of business on December 31, 2025.

12/15/2025
A motion to approve was made by Councilmember Berger, seconded by Councilmember Szukala and approved 3-0 (recused, Kulpa).

FINANCIAL IMPACT:

None

RESULT:	**ADOPTED [3 TO 0]**
MOVER:	Jacqualine Berger, Councilmember
SECONDER:	Michael Szukala, Councilmember
AYES:	Berger, Szukala, Marinucci
ABSENT:	Lavin
RECUSED:	Kulpa

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31234 **RESOLUTION 2025-1062** **ADOPTED**

2025 – 2030 Capital Improvement Program Amendment (CIP) Project No. P-1: Comprehensive Planning

Please adopt an amendment to the 2025-2030 CIP as indicated below. Please note that while the above request exceeds the amount approved in the CIP, the additional funds are necessary to deliver the full scope of work anticipated for the project. The Planning Department is seeking grant funds to supplement the CIP funds.

CIP No. - P-1
Project Description - Comprehensive Planning
2025 Bond Amount - $200,000 LA
Amend to - $250,000 LA

12/15/2025
Consent

FINANCIAL IMPACT:

$50,000 increase to the 2025 CIP

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

Amherst

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

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

December 9, 2025

AGENDA – December 15, 2025

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

RE: 2025 – 2030 Capital Improvement Program Amendment
CIP Project No. P-1: Comprehensive Planning

Councilmembers:

The Planning Department is recommending an amendment of the 2025-2030 CIP for the above project in the amount shown in the table below. This amendment will allow additional funding to be available for the Town comprehensive planning program to formulate a new comprehensive plan and subsequently update development regulations. The Planning Department feels the current allocation will not fully cover the cost of the scope proposed for this project.

CIP No.	Project Description	2025 Bond Amount	Amend To
P-1	Comprehensive Planning	$200,000 LA	$250,000 LA

Please approve this amendment to the 2025-2030 CIP as indicated above. Please note that while the above request exceeds the amount approved in the CIP, the additional funds are necessary to deliver the full scope of work anticipated for the project. The Planning Department is seeking grant funds to supplement the CIP funds.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/KA/ac
X:\Special_Projects\CIP\2025 CIP\Comp Plan MPR\2025 Comp Planning MPR Amendment 121525.doc
cc: Brian J. Kulpa, Supervisor
Councilmembers
Town Attorney
Town Comptroller
Supervising Accountant
Director of Finance

Attachment: TB letter 121525 (RES-2025-1062 : 2025 – 2030 CIP Amendment Project No. P-1: Comprehensive Planning)

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1062 : 2025 – 2030 CIP Amendment Project No. P-1: Comprehensive Planning)

Town of Amherst

Comprehensive Planning Project
2025 – 2030 Capital Improvement Program Project P-1

Map, Plan & Report
December 2025

CONTENTS:

- Town Board Approved 2025-2030 CIP Project P-1
- Introduction / Existing Conditions
- Proposed Scope
- Financial/Taxation Summary
- SEQR Determination

Prepared by
Town of Amherst Planning Department
5583 Main St.
Williamsville, NY 14221
(716) 631-7051

TOWN OF AMHERST
Comprehensive Planning Project

TOWN BOARD APPROVED 2025-2030 CIP PROJECT P-1

Planning Department *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2025	2026	2027	2028	2029	2030	Total Cost 2025-2030
1	**Comprehensive Planning:** Management and formulation of a new comprehensive plan and other planning initiatives that will guide revitalization and development over the next 25 years.	200 LA 250 LA*	200 LA					$400,000

** to be amended to $250,000 at the December 15, 2025 Town Board Meeting*

INTRODUCTION / EXISTING CONDITIONS

The Town of Amherst, New York (the Town) is a first-ring suburb of the City of Buffalo with a land area of 54 square miles. Amherst is the second most populous community in the Western New York Region and the fourth largest among upstate New York municipalities. As a key community within the Region, Amherst is a major contributor to the vibrancy and vitality of Western New York. Since 1950, the Town's resident population has nearly quadrupled from 33,700 persons to 130,500. In the late 1960s, the State University of New York (SUNY) began construction of a new university center in Amherst. The development of the University has been accompanied by private investment in office buildings, business centers, industrial parks, commercial centers, and a variety of housing choices. Today Amherst's daytime population grows to nearly 210,000 people as 65,000 workers and students commute into the Town each day. Some businesses in Amherst are among the largest employers in Western New York and some provide unique products and services that reach far beyond the region. Amherst's residents, businesses and other stakeholders recognize the importance of planning and look to move forward as a community with plans to sustain its success and benefit from new opportunities in the future.

The Town's current comprehensive plan, the Bicentennial Comprehensive Plan, was prepared in the period from 2000-2004 and intended to guide its growth through 2018-2020. The Plan has served the Town well, and has been maintained and updated several times. Changing conditions and emerging trends in technology, demographics, housing, economics, mobility, land use, and lifestyles are reshaping communities throughout the country and in our region. Amherst seeks to be at the forefront of understanding and leveraging these trends in order to sustain its success and continue to be a model of innovation, prosperity, resilience, and a community of choice in the Western New York Region and in New York State. It is time to consider how these trends and others will shape Amherst's future.

The Town has undertaken a number of planning initiatives over the past several years. These small area plans will help inform a new comprehensive plan for the Town. The formulation of a new comprehensive plan and related implementation tools, along with possible revisions to development regulations will guide development, revitalization and sustainability in Amherst over the next 25 years.

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1062 : 2025 – 2030 CIP Amendment Project No. P-1: Comprehensive Planning)

PROPOSED SCOPE

The Town seeks to conduct a comprehensive planning process to formulate a new comprehensive plan and subsequently update its development regulations. Comprehensive planning is supported through a variety of tasks that provide an informed basis for a new plan. These could include but are not limited to the following: (1) review of local and regional planning initiatives, (2) inventory of existing demographics, conditions and trends, (3) a robust public engagement and visioning process, (4) creation of the plan, (5) further exploration of specific focal planning areas, and (5) development of implementation actions to achieve the plan's vision. This plan will also inform revisions to the Town's development regulations that would be funded through this bond.

The scope of these tasks may change as the nature of the project evolves.

Funding for this CIP project will be bonded against the Town of Amherst General Fund at a total cost of $250,000.00 financed entirely with serial bonds.

FINANCIAL SUMMARY

Professional Services	$ 248,750.00
Legal/Administrative	$ 1,250.00
Total Amount to be Bonded	$ 250,000.00

TAXATION SUMMARY

Total Bond Amount:	$250,000 (General Fund)
Bond Term:	5 Years
Annual Tax Impact:	$0.0157 per $1,000 AV at 100% Equalization
Median Home Annual Tax Impact:	$5.4386 per $346,000 AV at 100% Equalization

SEQR DETERMINATION

See the attached memo from the Amherst Planning Department.

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1062 : 2025 – 2030 CIP Amendment Project No. P-1: Comprehensive Planning)

Amherst

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

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

MEMORANDUM December 1, 2025

Town Board Agenda December 15, 2025

TO: Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Draft SEQR Negative Declaration – Comprehensive Planning Project

The Planning Department has reviewed the Map, Plan & Report for the subject project and determined it to be an Unlisted Action in accordance with Section 617.2(al) of the SEQR regulations. Attached is a draft SEQR Negative Declaration for the above referenced action that appears on the December 15, 2025 Town Board agenda. The Negative Declaration must be issued prior to the Board's action on the resolution.

Please contact me if there are any questions.

Attachment

DH/KA
X:\Special_Projects\CIP\2025 CIP\Comp Plan MPR\SEQR Memo 12-1-25.doc
cc: Town Clerk
Town Attorney

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1062 : 2025 – 2030 CIP Amendment Project No. P-1: Comprehensive Planning)

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

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Comprehensive Planning Project
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	December 15, 2025

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

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

Title of Action: Comprehensive Planning Project

SEQR Status: Unlisted Action.

Description of Action: Bonding and preparation of a comprehensive plan and subsequent revisions to development regulations.

Location: Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1062 : 2025 – 2030 CIP Amendment Project No. P-1: Comprehensive Planning)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan & Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7(c), all indications are that the proposed action (Comprehensive Planning Project) will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan or the Town Zoning Ordinance. Rather, the projects implement Comprehensive Plan policies and objectives aimed at sound planning for neighborhoods, corridors and open spaces.

4. The action may affect properties within an area identified by the State as potentially containing significant cultural or archeological resources. Any site plans resulting from the proposed projects in archeologically sensitive areas may require submittal of an archeological assessment to show it will not impair the character or quality of important historical resources.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage.

6. The proposed action will not cause a major change in the use of either the quantity or type of energy.

7. The action will not create any hazard to human health.

8. The action will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage to ensure consistency with the scale of surrounding land uses.

9. The action will not significantly increase the number of people using the site over its previous level of use.

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1062 : 2025 – 2030 CIP Amendment Project No. P-1: Comprehensive Planning)

10. Significant negative traffic impacts are not expected to result from the proposed action.

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

Kim Amplement, Senior Planner — 12/2/25
Signature & title of preparer — date

Brian J. Kulpa, Supervisor — date

DU/KA/ac
X:\Special_Projects\CIP\2025 CIP\Comp Plan MPR\Neg Dec 12-1-25.docx
cc: Town Clerk
Town Attorney

Attachment: MPR 2025 P-1 Comprehensive Planning (RES-2025-1062 : 2025 – 2030 CIP Amendment Project No. P-1: Comprehensive Planning)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31251 **RESOLUTION 2025-1063** **ADOPTED**

To Set a Date for the Second of the Two Public Hearings Required by the U.S. Department of Housing and Urban Development for the FY 2026 Community Development Action Plan

WHEREAS, the Town is required to hold at least two public hearings for the 2026 Annual Action Plan, encompassing both the Community Development Block Grant and HOME applications; and

WHEREAS, the Town held the first public hearing on October 27, 2025 for the Plans, now therefore be it

RESOLVED, the Town Board of the Town of Amherst sets January 20, 2026 for the second public hearing for the 2026 Annual Action Plan.

12/15/2025
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

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

Amherst
Town of Amherst Planning Department
Erie County, New York

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

December 4, 2025

Agenda of December 15, 2025

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

Subject: Request to set a second public hearing for the FY 2026 Community Development Annual Action Plan

Honorable Members:

The Town is required to hold a second public hearing prior to submitting the 2026 Draft Action Plan for Community Development Block Grant (CDBG) and HOME Investment Partnership Funds (HOME) to the Department of Housing and Urban Development (HUD). The Action Plan and adoption schedule previously discussed with the Town Board anticipated a hearing date of January 20, 2026.

The hearing would be held after the end of the required thirty-day public comment period on the Draft Action Plan. The final documents are due at HUD 45 days prior to the beginning of the 2026 program year, but no later than February 13, 2026.

For your information, the remaining plan development and adoption tasks should be accomplished in accordance with the following schedule:

December 18, 2025	Beginning of CDBG/HOME 30-day public comment period ("Draft Action Plan" made available in libraries.)
January 18, 2026	End of 30-day public comment period on the "Draft Annual Action Plan".
January 20, 2026	Second (and final) public hearing. (The first public hearing was held October 27, 2025.)
February 2, 2026	Town Board authorizes Supervisor to submit the Final Plan to HUD.

Attachment: Signed TB letter_12.15.25 (RES-2025-1063 : Request to Set a 2Nd Public Hearing for the 2026 Action Plan)

February 13, 2026 FY2026 Annual Action Plan for CDBG/HOME due at HUD.

April 1, 2026 Beginning of 2026/2027 CDBG/HOME program year.

At your meeting of December 15, 2025, we are requesting that a public hearing date be set for January 20, 2026 for the FY 2026 Community Development Annual Action Plan. A draft resolution is attached for your consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2026\Public Hearings & Ads\Set 2nd PH-TBletter_12.15.25.docx

Attachment: Signed TB letter_12.15.25 (RES-2025-1063 : Request to Set a 2Nd Public Hearing for the 2026 Action Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31236 **RESOLUTION 2025-1064** **ADOPTED**

Training & Travel Request NCFI Mac Forensics Training Course

TOWN BOARD AGENDA ITEM : DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
NCFI Mac Forensics Training Course

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled training course. This course is being held in Hoover, Alabama from January 3, 2026 through January 15, 2026. The cost for the training and travel for this course is paid for by the organization hosting the course.

Thank you.

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

12/15/2025
Consent

FINANCIAL IMPACT:

No Cost

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/3/2026	1/15/2026	Hoover, AL	NCFI: Mac Forensics Training Course

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

Request Approved By:

DC

Department Head Signature

12/2/2025

Date

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

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: RedactedTravelFormNCFI MAC Forensics Training Course 12.15.25 (RES-2025-1064 : Training & Travel Request: NCFI Mac Forensics

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31237 **RESOLUTION 2025-1065** **ADOPTED**

Contract Extension: Town of Tonawanda (CRS #5990) Intermunicipal Agreement: Police Tactical Team Cooperation

TOWN BOARD AGENDA ITEM : DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Contract Extension: Town of Tonawanda (CRS #5990) Intermunicipal Agreement: Police Tactical Team Cooperation**

Kindly adopt a resolution authorizing the Supervisor to execute the attached contract extension with the Town of Tonawanda with regard to the above matter. This will extend their current Intermunicipal Agreement for mutual support of APD & TTPD Emergency Response Teams. The original agreement was executed on April 10, 2025 (Town Board Resolution #2025-396) for a period of one (1) year and expires on December 31, 2025. It is mutually agreed by both parties to extend the current Intermunicipal Agreement for an additional one (1) year period with the terms and conditions remaining the same. The extension period will run from January 1, 2026 to December 31, 2026. This extension has successfully completed the Contract Routing Process.

Thank you.

MSL:hs
Attachment
c: Tim Koller, Deputy Town Clerk (w/attachment, Agenda Item: December 15, 2025)

12/15/2025
Consent

FINANCIAL IMPACT:

No Cost

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

INTERMUNICIPAL AGREEMENT EXTENSION

Let this document serve as an agreement between the Town of Amherst Police Department and Town of Tonawanda to extend their current Intermunicipal Agreement for Police Tactical Team Cooperation. The original agreement was executed on April 10, 2025 (Town Board Resolution #2025-396) for a period of one (1) year and expires on December 31, 2025. It is mutually agreed by both parties to extend the current Intermunicipal Agreement for an additional one (1) year period with the terms and conditions remaining the same. The extension period will run from January 1, 2026 to December 31, 2026.

Agreed to and Accepted by:

TOWN OF TONAWANDA

By: _____
Joseph H. Emminger
Town Supervisor

Date: _____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Town Supervisor

Date: _____

Attachment: Intermunicipal Agreement Extension for 2025 (RES-2025-1065 : Contract Extension: Town of Tonawanda (CRS #5990):Police

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31241 **RESOLUTION 2025-1066** **ADOPTED**

Request for Additional Funds 2025 Asset Forfeiture Trust Account

TOWN BOARD AGENDA: DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Request for Additional Funds**
2025 Asset Forfeiture Trust Account

Kindly adopt a resolution authorizing the approval to spend up to an additional $40,000.00 from T2917 Asset Forfeiture Trust Account. This account is federally regulated by instituted guidelines regarding the expenditure of funds.

Thank you.

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

12/15/2025
Consent

FINANCIAL IMPACT:

T2917: $40,000.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31256 **RESOLUTION 2025-1067** **ADOPTED**

Training & Travel Request Technical Meeting with Broward Sheriff's Office

TOWN BOARD AGENDA ITEM : DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Training & Travel Request**
Technical Meeting with Broward Sheriff's Office

Kindly adopt a Resolution authorizing one (1) Officer to attend the above entitled technical meeting. This on-site meeting is being held in Ft. Lauderdale, Florida from December 11, 2025 through December 13, 2025. The cost for this meeting and travel is $1,642.18.

Thank you.

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

12/15/2025
Consent

FINANCIAL IMPACT:

A 3121 .4050: $1,277.89

A 3121 .4120: $215.00

Contingency amounts not included in these calculations

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
12/11/25	12/13/25	Ft. Laud. Fl.	Technical meeting with Broward sheriff's office

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	$508.36	A3121.4050	
Lodging:			
2 # nights @ $ 384.77	$769.53	"	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%	$129.00	A3121.4120	
1 # Breakfasts @ $ 22.00	$22.00	"	
1 # Lunches @ $ 23.00	$23.00	"	
1 # Dinners @ $ 36.00	$36.00	"	
1 # Incidentals @ $ 5.00	$5.00	"	
Registration/Conference Fee			
Other			
Subtotal	$1492.89		N/A
Contingency - 10% of subtotal or $200	$149.29		N/A
TOTAL	$1642.18		

Request Approved By:

Department Head Signature

12/9/2025

Date

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Town Board :

Town Board Resolution & Date

X:\Policies and Procedures\Travel\Travel Expense Reimbursement 2024

Attachment: RedactedTravelFormTechnicalMtgBrowardSheriffsOfc 12.15.25 (RES-2025-1067 : Training & Travel Request:Technical Meeting with Broward

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31257 **RESOLUTION 2025-1068** **ADOPTED**

Grant Agreement FY 2025 Homeland Security Grant Program Red Team Exercise (CRS #6014) New York State Division of Homeland Security and Emergency Services

TOWN BOARD AGENDA ITEM: DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Grant Agreement**
FY 2025 Homeland Security Grant Program
Red Team Exercise (CRS #6014)
New York State Division of Homeland Security and Emergency Services

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the New York State Division of Homeland Security and Emergency Services with regard to the above-entitled matter. Approval of this grant agreement is contingent upon the successful completion of the Contract Routing process.

Thank you.

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

12/15/2025
Consent

FINANCIAL IMPACT:

Grant Funding: A3121 .04389: $8,586.86

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

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: T180320 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main St Williamsville, NY 14221	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 16-6002157 MUNICIPALITY NO: (if applicable) SFS VENDER NO: 1000003949 DUN & BRADSTREET NO: MJEDFWH39XQ8	INITIAL CONTRACT PERIOD: FROM 10/01/2025 TO 11/30/2025 FUNDING AMOUNT FOR INITIAL PERIOD: $8,586.83
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: N/A (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT ___ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions ___ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) ___ DHSES-55 Budget Amendment/Grant Extension Request ___ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: , Date:

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:

BY: Mr. Brian J. Kulpa , Supervisor Date:

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

Award Contract

Project No.	Grantee Name	
SH22-1090-D00	Amherst, Town of	12/04/2025

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

Award Contract

Project No.	Grantee Name	
SH22-1090-D00	Amherst, Town of	12/04/2025

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appro¬priated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at indepen¬dently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia,

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: https://ogs.ny.gov/iran-divestment-act-2012 Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Ver June 2023

Certified by - on

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

Award Contract

Project No.	Grantee Name	
SH22-1090-D00	Amherst, Town of	12/04/2025

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The State of New York Contract for grants, including all attachments and appendices (hereinafter referred to as "Contract" or "Agreement", is hereby made by and between the State of New York acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ("Contractor" or "Subrecipient") identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A – Standard Clauses for New York State Contracts [1]

2. Appendix A-1

3. Modifications to the Face Page

4. Modifications to Appendices B, C and D

5. The Face Page

6. Appendices B, C and D

7. Other attachments, including, but not limited to, the request for proposal or program application

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract Period shall not exceed the amount specified as "Funding Amount for the Initial Period" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating

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certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted :

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; and/or

e. by e-mail.

Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and

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report fraud, waste and abuse of public funds, including information about the federal False Claims Act, the New York State False Claims Act and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Law: All of the specific federal requirements that are applicable to the Contract are identified in Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part, with federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section IV shall supersede all other provisions of the Contract where required.

N. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations,

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policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c. Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

d. Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(3) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment

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benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to

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the Contractor retaining possession of the Property to use for similar purposes.

b. In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d. The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work, as applicable, as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e. No member, officer, director or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

b. For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a. The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Federal Funds: For records and audit provisions governing Federal funds, please see Section IV (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name or other such references to the State in

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any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a. Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

b. State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005,Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to State Entity.

I. Unemployment Insurance Compliance: The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

a.) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

b.) any debts owed for UI contributions, interest, and/or penalties;

c.) the history and results of any audit or investigation; and

d.) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain incompliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing ,in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section III(M)7 of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ("MWBE") participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph "e" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.
b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.
c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

13.Q.5.a

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

N. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

2. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

3. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

4. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

5. Additionally, Contractor must adhere to their own procurement policies and procedures and, at a minimum, the following guidelines when making all procurements. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and, for Federally-funded awards, contractor must comply with 2 CFR §200.320(c).

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(N)(5)(d) or (e) herein must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

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g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

IV. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier, but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting

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requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at https://www.gao.gov/topics/auditing-and-financial-management, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?

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SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

• Activities to be performed;
• Time schedule;
• Project policies;
• Other policies and procedures to be followed;
• Dollar limitation of the Contract;
• Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
• Applicable federal and/or State cost principles to be used in determining allowable costs; and
• Property Records or Equipment Inventory Reports.

O. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

P. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

Q. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level

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established by the non-Federal entity for financial statement purposes, or $5,000. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

R. Remedies.

In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in · which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees ·and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and repo1ts required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

U. Davis-Bacon Act. (Applicable to contracts for construction work)

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The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii)

A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the

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payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) Apprentices and trainees —

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less

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than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland "Anti-Kickback" Act (Applicable to contracts for construction work greater than $2,000)

Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than $100,000 and mechanics or laborers)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of $150,000)

Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et, seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in tum, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. Debarment and Suspension. (Applicable to contracts greater than $25,000)

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than $100,000)

Byrd Anti-Lobbying Amendment, 31 US.C. § 1352 (as amended)

Contractors that apply or bid for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an

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13.Q.5.a

employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement of Recovered Materials. (Applicable where work involves the use of materials and the contract value is over $10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --
i. Competitively within a time frame providing for compliance with the Agreement performance schedule
ii. Meeting agreement performance requirements; or
iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement- guideline-cpg-program.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providing—

i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

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d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essentia component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available informatior about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials

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without specific FEMA pre-approval.

GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the nonFederal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

NN. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

OO. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

PP. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

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Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1)all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2)all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3)all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a)When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1)applying the domestic content procurement preference would be inconsistent with the public interest;

(2)the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3)the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.fema.gov/grants/policy-guidance/buy-america

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the "Build America, Buy America" provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

ENDNOTES:

[1] To the extent that section IV- Federally Funded Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section IV shall supersede all other provisions of the Contract.

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Certified by - on

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

Award Contract

Project No.	Grantee Name	
SH22-1090-D00	Amherst, Town of	12/04/2025

Budget Summary by Participant

Amherst, Town of
Town of Amherst Police Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime/Backfill for conducting Red Team exercise	1	$5,275.95	$5,275.95	$5,275.95	$0.00
Total				$5,275.95	$5,275.95	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Benefits for conducting Red Team exercise	1	$3,310.88	$3,310.88	$3,310.88	$0.00
Total				$3,310.88	$3,310.88	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$8,586.83	$8,586.83	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$8,586.83	$8,586.83	$0.00

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Award Contract

Project No.	Grantee Name	
SH22-1090-D00	Amherst, Town of	12/04/2025

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

A. General Terms and Conditions

1. In full consideration of contract performance, DHSES agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page. All payments shall be in accordance with the budget contained in the applicable Appendix B (Budget), which is attached hereto.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

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12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payment and Claiming Requirements

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Quarterly Reimbursement Schedule below.

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

5. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement. The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation.

Reimbursement requests need to include the following documents:
• Signed Voucher and Fiscal Cost Report
• Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
• Written documentation of all required DHSES approvals, as appropriate

Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted via e-mail to DHSESGPAFiscal@dhses.ny.gov:

6. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

7. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

8. All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

9. DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

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10. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will results in the rejection of associated vouchers.

11. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section IV, Paragraph Q, must be available at the conclusion of the contract period and submitted to DHSES upon request.

12. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

C. Refunds

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of this contract there remain any unexpended balance of the monies advanced under the contract in the possession of the Contractor, the Contractor shall make a payment within thirty (30) calendar days of the end or termination of the Contract. In the event that the Contractors fails to refund such balance the State may pursue all available remedies. The Contractor must also refund interest earned over $500 on federal funds advanced pursuant to 2 CFR Part 200, §200.305(b)(9). Remit the check along with the final fiscal cost report within 30 days of the end or termination of the contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12226

D. Progress Reporting Requirements

Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, and such reporting shall be made online as directed by the State Agency.

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, program progress reports to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program. Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Final Report
The Contractor will submit the final report no later than 30 days after the end of the contract period. The final report, or where applicable interim progress report, will summarize the project's achievements as well as describe activities for that quarter.

VER 08/2024

Certified by - on

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

Award Contract

Project No.	Grantee Name	
SH22-1090-D00	Amherst, Town of	12/04/2025

Work Plan

Goal

Prevent terrorist attacks; Respond to terrorist attacks; Minimize the danger and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 19. Establish/enhance public-private emergency preparedness program.

Investment Justification - Enhance Community Preparedness and Resilience

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

To enhance Safeguard NY Program.

Task #1 for Objective #1

Conduct red team exercise to test effectiveness of Operation Safeguard.

#	Performance Measure
1	Exercise conducted. Provide brief narrative and report number of personnel involved and how the project enhanced the Safeguard NY program.

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

Award Contract

Project No.	Grantee Name	
SH22-1090-D00	Amherst, Town of	12/04/2025

Special Conditions

Attachment: Red Team FY22 contract (RES-2025-1068 : Grant Agreement: Red Team Excersise (CRS# 6014))

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31258 **RESOLUTION 2025-1069** **ADOPTED**

Grant Agreement Dormitory Authority of the State of New York (DASNY) (CRS #6015) Funding for APD Public Safety Dispatch Renovations

TOWN BOARD AGENDA ITEM: DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Grant Agreement**
Dormitory Authority of the State of New York (DASNY) (CRS #6015)
Funding for APD Public Safety Dispatch Renovations

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the Dormitory Authority of the State of New York (DASNY) with regard to the above-entitled matter. Approval of this grant agreement is contingent upon the successful completion of the Contract Routing process.

Thank you.

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

12/15/2025
Consent

FINANCIAL IMPACT:

Grant Funding: $750,000.00

Account TBD

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

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and are made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):	515 Broadway Albany, New York 12207 Contact: Karen Hunter Phone: (518) 257-3177 E-mail: grants@dasny.org
THE GRANTEE:	Town of Amherst 5583 Main Street Williamsville, New York 14221 Contact: Gregg Huller Phone: 7166891398 Email: ghuller@apdny.org
THE PROJECT:	Renovation of the Amherst Police Department
PROJECT LOCATION(S):	**ADDRESS:**
Amherst Police Department	500 John James Audubon Parkway, Amherst, 14228
GRANT AMOUNT:	$750,000.00
FUNDING SOURCE:	State and Municipalities("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE: 6/10/2025

EXPIRATION DATE OF THIS AGREEMENT: 3 YEARS FROM DASNY EXECUTION DATE

Project ID: 28593
Grantee ID: 918
FMS#: 135201

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.

b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:

i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;

ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or

iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.

c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and

b) The requirements of the SAM Program have been met; and

c) The monies required to fund the Grant have been received by DASNY; and

d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). The Segregated Account must have industry-standard fraud protections added to the account, including but not limited to, check positive pay and ACH positive pay. Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.

e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.

f) Not-for-profit organizations are required to register and prequalify in New York's Statewide Financial System (https://www.sfs.ny.gov/) in order to receive Grant funds. The Grantee must have a current, non-expired prequalification application prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:

i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and

iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

b) Payment on Invoice:

i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:

1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and

3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.

ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.

d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any event whatsoever be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the Project and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.

b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.

c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.

d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.

e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.

f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.

g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.

h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.

j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's prequalification status in New York's Statewide Financial System (https://www.sfs.ny.gov/).

m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.

n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.

p) The Grant shall not be used in any manner for any of the following purposes:

i. political activities of any kind or nature, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

ii. Sectarian instruction or study, or as a place of devotional activities or religious worship, or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination, or the training of ministers or other similar persons in the field of religion, unless as previously disclosed to DASNY as an attachment to Grantee Certification;

iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

v. generation of tax credits or reimbursement of Project costs that have or will cycle through corpus of tax credit structure.

q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.

s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's current prequalification application in New York's Statewide Financial System, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

a) Each of the following shall constitute a default by the Grantee under this Agreement:

i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.

ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.

iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.

iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.

vi. The Grantee abandons the Project prior to its completion.

vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.

c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

Town of Amherst
Renovation of the Amherst Police Department
Project ID: 28593

This agreement is entered into as of the latest date written below:

GRANTEE: **Town of Amherst**

_____

(**Signature of Grantee Authorized Officer**)

Shawn Lavin

(Printed Name and Title)

Date: _____

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

_____

(**Signature of DASNY Authorized Officer**)

_____

(Printed Name)

Date: _____

DASNY OFFICE USE ONLY	
GRANTS ADMIN REVIEW	**FINAL LEGAL REVIEW**
APPROVED FOR LEGAL REVIEW:	APPROVED FOR SIGNATURE:
DATE:	DATE:

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

Docusign Envelope ID: 24A5A4F6-2D3F-496B-A2A5-2F79AA341890

EXHIBIT A: Project Budget

Town of Amherst
Renovation of the Amherst Police Department
Project ID: 28593

USE OF FUNDS	TIMELINE		SOURCES			
	Anticipated Dates**		DASNY Share	In-Kind / Equity /Sponsor	Other Sources	Total
Project Description*	*Start*	*End*	*Amount*	*Amount*	*Amount*	
Renovation of the Amherst Police Department			$750,000.00	$0.00	$0.00	$750,000.00

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

Re: State and Municipalities ("SAM") Grant
Renovation of the Amherst Police Department
Project ID: 28593

Ladies and Gentlemen:

I have acted as counsel to Town of Amherst (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

Approved – Legal Opinion attached

***Instructions – Grantee's Attorney will choose appropriate response. If **"Approved as to form"** is checked, the Attorney will DocuSign form. If **"Approved – Legal Opinion attached"** is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

1) You are acknowledging the following regarding the included Grantee Questionnaire:

- This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

- The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

NEW YORK STATE | DASNY

DASNY OFFICE USE ONLY	
GQ Review	
DS SC	12/19/2024

Grant Programs
Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1. Grantee (Legally Inc. Name): Town of Amherst
2. Federal Employer ID No. (FEIN): 16-6002157
3. Website Address: www.amherst.ny.us
4. Business E-mail Address: bkulpa@amherst.ny.us
5. Principal Place of Business Address: 5583 Main Street Williamsville, NY 14221
6. Telephone Number: 716-631-7032
7. Type of Entity (Please select appropriate response):

a) X Municipality

b) Other Please Specify: _____

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the Grantee.

2. "Authorized officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.

3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.

5. "Related Party" means: (i) the party's spouse,(ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.

6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes No x

If answer is "**Yes**", Please explain:

2. As a condition of receiving a Grant, has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors (collectively 'vendors') to provide goods or services in connection with any Grant- Funded Project? Yes No x

If answer is "**Yes**", Please explain why vendor selection was a condition of receiving a Grant:

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

3. Does the Grantee have a conflict of interest (COI) policy? Yes x No

a) If **"No"** Grantee does not have a COI policy, please explain why Grantee does not have a COI policy and/or what Grantee has in lieu of COI policy.

b) If **"Yes"** Grantee does have a COI policy, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's COI policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee have a conflict of interest (COI) policy? Yes x No

If answer is "**No**" to 3b, Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No x

If the answer is "**Yes**", please provide details:

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.

   Yes x No

   If the answer is **"No"**, will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant- Funded Project?

   Yes No

   If the answer is **"No"**, please explain:

1. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:

   a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No x

   b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No x

   c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No x

   d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No x

   e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No x

   f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No x

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

g) An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency? Yes No x

h) A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct? Yes No x

i) An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease? Yes No x

j) The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation? Yes No x

k) A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee? Yes No x

l) A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license? Yes No x

m) A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws? Yes No x

n) A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:

- Unemployment insurance or workers' compensation coverage or claim requirements Yes No x
- A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation? Yes No x

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No x

If the answer is "**Yes**", indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No x

If the answer is "**Yes**", identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the Grantee failed to pay and the current status of the liability:

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to $10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by:
6A5E3EC8D52348F...
Signature of Authorized Officer

Brian Kulpa
Printed Name of Authorized Officer

Town Supervisor
Title of Authorized Officer

12/2/2024
Date Signed

Signed by:
Sam Alba
D696A123DFA6446...
Signature of Authorized Officer

Sam Alba
Printed Name of Authorized Officer

Interim Town Attorney
Title of Authorized Officer

12/17/2024
Date Signed

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

EXHIBIT D: Disbursement Terms

Town of Amherst
Renovation of the Amherst Police Department
Project ID: 28593

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation* ***do NOT*** *qualify as invoices.*

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Amherst
Renovation of the Amherst Police Department
Project ID: 28593

For Office Use Only:

FMS#: 135201

Payment Request #

For work completed between ____/____/____ and ____/____/____

THIS REQUEST:

A: DASNY SHARE*	B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
$ $750,000.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Amherst, for Project #28593.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request #_____ attached hereto in the amount of $_____ for which Town of Amherst, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Amherst (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Amherst. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**

   - ☐ Readable copies of both front and back of canceled checks.
   - ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
   - ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
   - ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
   - ☐ Other:

Authorized Officer Signature: _____ Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____ Date _____

Print Name: _____

Title: _____

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

Re: State and Municipalities ("SAM") Grant
Renovation of the Amherst Police Department
Project No. 28593

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:
OR	

3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** We have applied industry standard fraud protections to this account, including but not limited to, check positive pay and ACH positive pay. The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (___) _____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____ Title: _____

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

EXHIBIT E-2: Payment Requisition Back-up Summary

Town of Amherst
Renovation of the Amherst Police Department
Project ID: 28593

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:

   a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

   b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.

2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.

3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.

4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action
Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer ("AAO")
Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party
Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of $1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")
Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member
Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation
Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

(a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;

(b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;

(c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

(d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;

(e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;

(f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and

(g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

docusign

Certificate Of Completion

Envelope Id: 24A5A4F6-2D3F-496B-A2A5-2F79AA341890
Status: Sent
Subject: 28593 Town of Amherst - DASNY Grant Disbursement Agreement - Signature Required
Grantee ID:
Project ID: 28593
Source Envelope:
Document Pages: 32
Signatures: 0
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Kailey Comproski
515 Broadway
Albany, NY 12207
KComproski@dasny.org
IP Address: 144.121.77.34

Record Tracking

Status: Original
12/3/2025 12:28:36 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected

Holder: Kailey Comproski
KComproski@dasny.org
Pool: FedRamp
Pool: Dormitory Authority - State of New York

Location: DocuSign

Location: Docusign

Signer Events

Shawn Lavin
slavin@amherst.ny.us
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 12/4/2025 8:40:26 AM
ID: 6d8406f4-389c-4890-a926-d8c5b25397d6

Steven Bengart
sbengart@amherst.ny.us
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 10/22/2025 11:29:39 AM
ID: 920edf67-88aa-45f8-b2c1-e56dd4d67d86

Kailey Comproski
KComproski@dasny.org
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

DASNY Legal Reviewers

Signing Group: DASNY Legal Reviewers
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

DASNY Authorized Officers

Signing Group: DASNY Authorized Officers
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signature

Timestamp

Sent: 12/3/2025 12:30:20 PM
Viewed: 12/4/2025 8:40:26 AM

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	**Status**	**Timestamp**
Agent Delivery Events	**Status**	**Timestamp**
Intermediary Delivery Events	**Status**	**Timestamp**
Certified Delivery Events	**Status**	**Timestamp**
Carbon Copy Events	**Status**	**Timestamp**
Accounts Payable apgrants@dasny.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Grants Staff grants@dasny.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Witness Events	**Signature**	**Timestamp**
Notary Events	**Signature**	**Timestamp**
Envelope Summary Events	**Status**	**Timestamps**
Envelope Sent	Hashed/Encrypted	12/3/2025 12:30:20 PM
Payment Events	**Status**	**Timestamps**

Electronic Record and Signature Disclosure

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dormitory Authority - State of New York (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dormitory Authority - State of New York:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: dasnyinfo@dasny.org

To advise Dormitory Authority - State of New York of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dasnyinfo@dasny.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dormitory Authority - State of New York

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dormitory Authority - State of New York

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dormitory Authority - State of New York as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dormitory Authority - State of New York during the course of your relationship with Dormitory Authority - State of New York.

Attachment: SAM 28593 GDA (RES-2025-1069 : Grant Agreement: Dormitory Authority of the State of New York (DASNY) (CRS #6015))

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31260 **RESOLUTION 2025-1070** **WITHDRAWN**

Bailey Avenue Training Facility: Flooring Removal & Repair GP Flooring Solutions (CRS# 6016)

TOWN BOARD AGENDA ITEM: DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Bailey Avenue Training Facility: Flooring Removal & Repair GP Flooring Solutions (CRS# 6016)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and GP Flooring Solutions (CRS#6016) with regard to the above-entitled matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing Process.

Thank you.

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

FINANCIAL IMPACT:

A 3122 .4220: $ $23,929.00

RESULT: **WITHDRAWN**



GP Flooring Solutions
Headquarters
32 Marway Circle
Gates, NY 14624

(800) 832-3550

Proposal

For:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Job Site:
Town of Amherst Police Department / Jamie Anable
4220 Bailey Ave
Main Area - 1/2 area - Remove existing flooring - Hone existing concrete
Amherst, NY 14226
Contact: Jamie Anable 716 435-8669

Proposal #	27611
Customer PO	
Contract #	PC69412
Date	7/19/2025
Sales Person	Tim Glassbroc
Designer	

Type		Quantity	Product Description	Color / Item Number	Price	T
Labor	Mat	1 Each	Remove existing flooring in approx half commmon area - grind floor to remove old adhesives - minor patch where needed - Hone Crete to Matt Finish - Apply Densifier Sealer			
Notes						
Labor	Mat	1 Each	Rip out machine			
	Lab	2600 SqFt	Remove & Dispose of existing Ceramic tile		$4.34	$11,28
Notes		PC69412				
Labor	Mat	1 Each	Dumpster			
Accessories	Mat	1 Each	Accessories - Grinder/Grinder disks/Sealer			
Accessories	Mat	6 Each	CMP RampStar			
	Lab	1 Each	Patch Floor where needed			
Labor						
	Lab	2600 SqFt	Adhesive Removal		$2.46	$6,39
Notes		PC69412				
Accessories						
	Lab	2600 SqFt	Apply new finish coat		$1.65	$4,29
Notes		PC69412				
Labor						
	Lab	240 LnFt	Remove & disposal of existing base		$0.48	$11
Notes		PC69412				
Wall Base	Mat	240 LnFt	6" Cove wall base	Charcoal	$1.72	$41
	Lab	240 LnFt	Install 6" cove base		$2.15	$51
Notes		PC69412				
Transition	Mat	60 LnFt	Transitions - CRA02		$1.17	$7
	Lab	60 LnFt	Provide & install new transitions		$6.28	$37
Notes		Ramps for existing ceramic to concrete Doorways to concrete				
Labor						
	Lab	4 HR	Staging-inside delivery		$117.00	$46
Notes		PC69412				

Attachment: Contract for CRS Routing 12.9.2025 (RES-2025-1070 : GP Flooring Solutions: Bailey Avenue Training Facility: Flooring Removal &

Continuation For: Town of Amherst, Proposal # 27611

Type	Quantity	Product Description	Color / Item Number	Price	Total

Information

Estimated Install Date: TBD
Prevailing wage

All pricing per the Tarkett USA NYS Contract# PC69412
No Furniture move included
Thank you for your business!

Contract Total	$23,92
Sales Tax	
Grand Total	$23,92

Additional Conditions

Federal ID #16-6330058, NYS WBE-59619 (Email PO's to Orders@gpflooringsolutions.com)

We are pleased to present this confidential proposal for review by you and your organization. Work to be done M-F during normal working hours unless otherwise noted. If furniture is to be moved, electronics should be unplugged and any loose personal items should be put in a box on the desk top. Loose boxes, shoes, etc. on the floor should be removed and placed on the desk top as well. Certified third party moisture and pH testing is excluded from this proposal. Warranty does not include any moisture related subfloor failures. Unforeseen conditions are not included in the proposal.

The proposal does not include ACM abatement work or any provisions for ACM in the work area. If an abatement is taking place prior to this work, please ensure that all abatement chemicals and residue are removed. The chemicals can have an adverse effect on the flooring materials and voids the manufacture warranty.

Payment terms are net 30 unless otherwise noted. Due to the tariffs that have been implemented - certain product pricing may change after this proposal has been written. Please confirm pricing prior to executing any agreement or purchase order. Proposal expires 30 days from date of issuance.

Due to the current material pricing volatility, the prices of materials, taxes and/or surcharges contained in this proposal are those in effect as of the date of the proposal; GP Flooring Solutions shall be reimbursed for all increases in the cost of material.

Buyer _____ Date _____ Seller _____ Date _____

Attachment: Contract for CRS Routing 12.9.2025 (RES-2025-1070 : GP Flooring Solutions: Bailey Avenue Training Facility: Flooring Removal &

Addendum to Contract Major Exposure

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

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

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

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

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

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

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

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the

Attachment: Contract for CRS Routing 12.9.2025 (RES-2025-1070 : GP Flooring Solutions: Bailey Avenue Training Facility: Flooring Removal &

prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

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

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

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

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

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

Attachment: Contract for CRS Routing 12.9.2025 (RES-2025-1070 : GP Flooring Solutions: Bailey Avenue Training Facility: Flooring Removal &

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

GP Flooring Solutions
Print Name of Company

By: _____
Signature

John Norton
Printed Name

Date: 11/20/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 10-31-22

Attachment: Contract for CRS Routing 12.9.2025 (RES-2025-1070 : GP Flooring Solutions: Bailey Avenue Training Facility: Flooring Removal &

Attachment: Contract for CRS Routing 12.9.2025 (RES-2025-1070 : GP Flooring Solutions: Bailey Avenue Training Facility: Flooring Removal &

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: GP Flooring Solutions

Signature: _____

Print Name: John Norton

Title: Contoller

Date: 11/20/2025

Sworn To Before Me This

20 Day of November, 2025

KATRINA HOLMES
Notary Public - State of New York
No. 01HO6339879
Qualified in Monroe County
My Commission Expires April 04, 2028

_____
Notary Public

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/04/2024

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

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

PRODUCER
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT NAME: CLIENT CONTACT CENTER
PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664
E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
G. P. LAND AND CARPET CORPORATION, GP FLOORING SOLUTIONS
32 MARWAY CIR
ROCHESTER, NY 14624-2321

COVERAGES **CERTIFICATE NUMBER: 904** **REVISION NUMBER: 0**

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 B ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS C 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:	Y	Y	6112778	12/28/2024	12/28/2025	EACH OCCURRENCE	$1,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100
							MED EXP (Any one person)	$10
							PERSONAL & ADV INJURY	$1,000
							GENERAL AGGREGATE	$2,000
							PRODUCTS & COMP/OP ACC	$2,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS OWNLY [ ] NON-OWNED AUTOS ONLY	N	N	6112778	12/28/2024	12/28/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10,000	N	N	6112779	12/28/2024	12/28/2025	EACH OCCURRENCE	$10,000
							AGGREGATE	$10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTHER	
							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)
SEE ATTACHED PAGE

CERTIFICATE HOLDER
TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221-5488
904 0

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

AUTHORIZED REPRESENTATIVE
Nicholas R. Zoeve

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Attachment: Contract for CRS Routing 12.9.2025 (RES-2025-1070 : GP Flooring Solutions: Bailey Avenue Training Facility: Flooring Removal &

ACORD®

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		G. P. LAND AND CARPET CORPORATION, GP FLOORING SOLUTIONS 32 MARWAY CIR ROCHESTER, NY 14624-2321
POLICY NUMBER SEE CERTIFICATE # 904.0		
CARRIER SEE CERTIFICATE # 904.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 904.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT NO: 20356
PROJECT: TOWN OF AMHERST POLICE DEPARTMENT, 500 JOHN JAMES AUDUBON PKWY, GROUND FLOOR HALLWAYS 1ST & 2ND PHASE SHEET VINYL AMHERST NY 14228
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

Attachment: Contract for CRS Routing 12.9.2025 (RES-2025-1070 : GP Flooring Solutions: Bailey Avenue Training Facility: Flooring Removal &

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name Address of Insured (use street address only) G&A Outsourcing, LLC DBA: G&A Partners Labor Contractor, for leased workers to: G.P. Land & Carpet Corporation dba: GP Flooring Solutions 32 Marway Cir Gates, NY 14624 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 (713) 784-1181 1c. NYS Unemployment Insurance Employer Registration Number of insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-6330058
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 14221-5488	3a. Name of Insurance Carrier Zurich-American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 12-71-007-02 3c. Policy effective period 3/1/2025 to 3/1/2026 3d. The Proprietor, Partners, or Executive Officers are X included. (Only check box if all partners/officers inclued) 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.

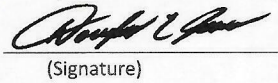
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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, licese 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 refernced above and that the named insured has the coverage as depicted on this form.

Approved by: Douglas Jones
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  2/19/2025
(Signature) (Date)

Title: Vice President

Telephone number of authorized representative or licensed agent of insurance carrier: (480)951-4177

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) ww.wcb.ny.gov

Attachment: Contract for CRS Routing 12.9.2025 (RES-2025-1070 : GP Flooring Solutions: Bailey Avenue Training Facility: Flooring Removal &

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)

G.P. Land & Carpet Corporation DBA GP Flooring Solutions
32 Marway Cir
Gates, NY 14624

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

951-643-0381

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

166330058

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

Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228

3a. Name of Insurance Carrier

Arch Insurance Company

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

11DBL2333900

3c. Policy Effective Period

7/1/2025 to 6/30/2026

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 6/19/2025 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 877-369-0979 Name and Title James Iannicelli, AVP Accident & Health

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

Attachment: Contract for CRS Routing 12.9.2025 (RES-2025-1070 : GP Flooring Solutions: Bailey Avenue Training Facility: Flooring Removal &

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31270 **RESOLUTION 2025-1071** **WITHDRAWN**

APD HQ Flooring Removal & Replacement GP Flooring Solutions (CRS #6017)

TOWN BOARD AGENDA ITEM: DECEMBER 15, 2025

TO: **Town Board**

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

RE: **APD HQ Flooring Removal & Replacement**
GP Flooring Solutions (CRS #6017)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute an agreement between the Town of Amherst (Police) and GP Flooring Solutions (CRS#6017) with regard to the above-entitled matter. Approval of this agreement is contingent upon the successful completion of the Contract Routing Process.

Thank you.

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

FINANCIAL IMPACT:

A 3120 .2150: $60,516.82

T 2917 .4002: $36,762.00

Total Cost: $97,278.82

RESULT: **WITHDRAWN**



GP Flooring Solutions
Headquarters
32 Marway Circle
Gates, NY 14624

(800) 832-3550

Proposal

For:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Job Site:

Town of Amherst Police Department / Jamie Anable
500 John James Audubon Pkwy
2nd floor - (15) various areas - Carpet tile
Williamsville, NY 14221
Contact: Jamie Anable 716 435-8669

Proposal #	29221
Customer PO	
Contract #	PC69412
Date	12/10/2025
Sales Person	Tim Glassbrool
Designer	

Type		Quantity	Product Description	Color / Item Number	Price	T
Labor	Mat	1 Each	Rip out machine			
	Lab	1037 SqYd	Remove existing carpet Direct Glue Down		$8.59	$8,907
Notes		PC69412 Remove existing carpet - Glue Down				
Labor	Mat	1 Each	GP Flooring provided dumpster			
	Lab	1037 SqYd	Flooring Disposal - Carpeting		$2.90	$3,007
Notes		PC69412 Disposal				
Labor						
	Lab	2495 LnFt	Removal & Disposal of Existing Base		$0.48	$1,197
Notes		PC69412 Cove Base Removal				
Accessories	Mat	12 Each	C-56 Primer	Primer	$126.52	$1,518
	Lab	9291 SqFt	Install Primer		$1.15	$10,684
Notes		PC69412 Primer				
Adhesive	Mat	12 Each	C-EX		$127.42	$1,529
Notes		PC69412 Adhesive				
Labor	Mat	1180.059 SqYd	Tarkett - Aftermath II 03026- GU ethos® Modular with Omnicoat	Flannel 23509	$32.45	$38,292
	Lab	1166.725 SqYd	Install Carpet tile		$14.78	$17,244
Notes		PC69412 Install carpet tile				
Wall Base	Mat	2640 LnFt	6” Cove wall base	Charcoal	$1.72	$4,540
	Lab	2495 LnFt	Install 6” cove base		$2.15	$5,364
Notes		PC69412				
Adhesive	Mat	5 Each	960 wall base adhesive		$107.16	$535
Notes		PC69412				
Transition	Mat	3 Each	Stair Nosing			
	Lab	18 LnFt	Stair Nosing - Provide & install		$50.90	$916
Notes		PC69412				
Labor	Mat	1 Each	Freight & Delivery		$3,540.00	$3,540
Notes		PC69412				

Attachment: Contract for CRS Routing 12.10.2025 (RES-2025-1071 : APD HQ Flooring Removal & Replacement: GP Flooring Solutions (CRS#

Type	Quantity	Product Description	Color / Item Number	Price	Total

Information

Estimated Install Date: TBD
Prevailing wage

All pricing per the Tarkett USA NYS Contract# PC69412
No Furniture move included
Thank you for your business!

Contract Total	$97,278
Sales Tax	
Grand Total	$97,278

Additional Conditions

Federal ID #16-6330058, NYS WBE-59619 (Email PO's to Orders@gpflooringsolutions.com)

We are pleased to present this confidential proposal for review by you and your organization. Work to be done M-F during normal working hours unless otherwise noted. If furniture is to be moved, electronics should be unplugged and any loose personal items should be put in a box on the desk top. Loose boxes, shoes, etc. on the floor should be removed and placed on the desk top as well. Certified third party moisture and pH testing is excluded from this proposal. Warranty does not include any moisture related subfloor failures. Unforeseen conditions are not included in the proposal.

The proposal does not include ACM abatement work or any provisions for ACM in the work area. If an abatement is taking place prior to this work, please ensure that all abatement chemicals and residue are removed. The chemicals can have an adverse effect on the flooring materials and voids the manufacturer warranty.

Payment terms are net 30 unless otherwise noted. Due to the tariffs that have been implemented - certain product pricing may change after this proposal has been written. Please confirm pricing prior to executing any agreement or purchase order. Proposal expires 30 days from date of issuance.

Due to the current material pricing volatility, the prices of materials, taxes and/or surcharges contained in this proposal are those in effect as of the date of the proposal; GP Flooring Solutions shall be reimbursed for all increases in the cost of material.

Buyer _____ Date _____ Seller _____ Date _____

Attachment: Contract for CRS Routing 12.10.2025 (RES-2025-1071 : APD HQ Flooring Removal & Replacement: GP Flooring Solutions (CRS#

Addendum to Contract Major Exposure

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

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

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

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

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

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

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

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the

Attachment: Contract for CRS Routing 12.10.2025 (RES-2025-1071 : APD HQ Flooring Removal & Replacement: GP Flooring Solutions (CRS#

prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

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

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

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

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

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

Attachment: Contract for CRS Routing 12.10.2025 (RES-2025-1071 : APD HQ Flooring Removal & Replacement: GP Flooring Solutions (CRS#

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

GP Flooring Solutions
Print Name of Company

By: _____
Signature

John Norton
Printed Name

Date: 11/20/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 10-31-22

Attachment: Contract for CRS Routing 12.10.2025 (RES-2025-1071 : APD HQ Flooring Removal & Replacement: GP Flooring Solutions (CRS#

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: GP Flooring Solutions

Signature: _____

Print Name: John Norton

Title: Controller

Date: 11/20/2025

Sworn To Before Me This

20th Day of November, 2025

KATRINA HOLMES
Notary Public - State of New York
No. 01HO6339879
Qualified in Monroe County
My Commission Expires April 04, 2028

_____
Notary Public

Attachment: Contract for CRS Routing 12.10.2025 (RES-2025-1071 : APD HQ Flooring Removal & Replacement: GP Flooring Solutions (CRS#

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/04/2024

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

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

PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 888-333-4949 FAX (A/C, No): 507-446-4664 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM
INSURED G. P. LAND AND CARPET CORPORATION, GP FLOORING SOLUTIONS 32 MARWAY CIR ROCHESTER, NY 14624-2321	INSURERS AFFORDING COVERAGE — NAIC # INSURER A: FEDERATED MUTUAL INSURANCE COMPANY — 13935 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 904** **REVISION NUMBER: 0**

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:	Y	Y	6112778	12/28/2024	12/28/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS & COMP/OP ACC	$1,000 $100 $10 $1,000 $2,000 $2,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS OWNLY [ ] NON-OWNED AUTOS ONLY	N	N	6112778	12/28/2024	12/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)	$1,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $10,000	N	N	6112779	12/28/2024	12/28/2025	EACH OCCURRENCE AGGREGATE	$10,000 $10,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTHER 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)

SEE ATTACHED PAGE

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN ST
WILLIAMSVILLE, NY 14221-5488

904 0

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Nicholas R. Zoeller

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Attachment: Contract for CRS Routing 12.10.2025 (RES-2025-1071 : APD HQ Flooring Removal & Replacement: GP Flooring Solutions (CRS#

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
FEDERATED MUTUAL INSURANCE COMPANY		G. P. LAND AND CARPET CORPORATION, GP FLOORING SOLUTIONS 32 MARWAY CIR ROCHESTER, NY 14624-2321
POLICY NUMBER SEE CERTIFICATE # 904.0		
CARRIER SEE CERTIFICATE # 904.0	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 904.0

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

PROJECT NO: 20356
PROJECT: TOWN OF AMHERST POLICE DEPARTMENT, 500 JOHN JAMES AUDUBON PKWY, GROUND FLOOR HALLWAYS 1ST & 2ND PHASE SHEET VINYL AMHERST NY 14228
THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU ENDORSEMENT FOR GENERAL LIABILITY.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
GENERAL LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.

Attachment: Contract for CRS Routing 12.10.2025 (RES-2025-1071 : APD HQ Flooring Removal & Replacement: GP Flooring Solutions (CRS#

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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)

G.P. Land & Carpet Corporation DBA GP Flooring Solutions
32 Marway Cir
Gates, NY 14624

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

951-643-0381

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

166330058

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

Town of Amherst Police Department
500 John James Audubon Parkway
Amherst, NY 14228

3a. Name of Insurance Carrier

Arch Insurance Company

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

11DBL2333900

3c. Policy Effective Period

7/1/2025 to 6/30/2026

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 6/19/2025 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 877-369-0979 Name and Title James Iannicelli, AVP Accident & Health

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

Attachment: Contract for CRS Routing 12.10.2025 (RES-2025-1071 : APD HQ Flooring Removal & Replacement: GP Flooring Solutions (CRS#

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name Address of Insured (use street address only) G&A Outsourcing, LLC DBA: G&A Partners Labor Contractor, for leased workers to: G.P. Land & Carpet Corporation dba: GP Flooring Solutions 32 Marway Cir Gates, NY 14624 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 (713) 784-1181 1c. NYS Unemployment Insurance Employer Registration Number of insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-6330058
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 14221-5488	3a. Name of Insurance Carrier Zurich-American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 12-71-007-02 3c. Policy effective period 3/1/2025 to 3/1/2026 3d. The Proprietor, Partners, or Executive Officers are X included. (Only check box if all partners/officers inclued) 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.

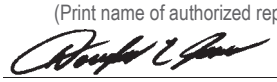
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

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, licese 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 refernced above and that the named insured has the coverage as depicted on this form.

Approved by: Douglas Jones
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  2/19/2025
(Signature) (Date)

Title: Vice President

Telephone number of authorized representative or licensed agent of insurance carrier: (480)951-4177

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.

Attachment: Contract for CRS Routing 12.10.2025 (RES-2025-1071 : APD HQ Flooring Removal & Replacement: GP Flooring Solutions (CRS#

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 31275 **RESOLUTION 2025-1072** **WITHDRAWN**

Axon Enterprise, Inc. (CRS#: 6026) Outpost Camera Systems Installation

TOWN BOARD AGENDA ITEM: DECEMBER 15, 2025

TO: **Town Board**

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

RE: **Axon Enterprise, Inc. (CRS#: 6026)**
Outpost Camera Systems Installation

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and Axon Enterprise, Inc. (CRS# 6026) with regard to the above-entitled matter. The first year of service after installation is at no cost to the Town. If the equipment works well with the Axon equipment already in place at the Police Department, the cost would be billed yearly. Approval of this grant agreement is contingent upon the successful completion of the Contract Routing process.

Thank you.

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

FINANCIAL IMPACT:

KP 2411 .2450

First year after installation is at no cost

2027: $75,496.40

2028: $75,496.40

2029: $75,496.40

2030: $75,496.40

Total Cost: $301,985.60

RESULT: **WITHDRAWN**

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

August 18, 2025

To: United States state, local, and municipal public safety agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon Outpost and Axon Lightpost camera systems

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Outpost

- Axon-built camera system designed for flexibility.
- Mounts on new or existing poles, trailers, buildings, or other fixed structures.
- Powered by AC, solar, or battery power.
- Includes site selection and permitting support, 5-year warranty and maintenance, LTE connectivity, and optional hardware refresh.
- Captures up to 75 feet (22.9 m) away, vehicles traveling 75 mph (120.7 km/h), across 2+ lanes of traffic.
- Equipped with ALPR and Vehicle Attribute Recognition search and alerts and livestreaming through Fusus.
- 24/7 video recording and search
- 24/7 video recording and search when AC powered.
- Livestreaming capability enabling real-time video monitoring for operations centers. Live monitoring of critical locations, incident-prone zones, and traffic conditions without needing to dispatch officers.

Axon Lightpost

- Camera system built in partnership with Ubicquia for rapid deployment.
- Mounts on existing streetlights, eliminating the need for new infrastructure.
- Powered by a standard National Electrical Manufacturers Association (NEMA) socket, drawing power from the streetlight giving it 24/7 recording capabilities.
- Includes site selection, securing access rights to the poles, permitting support, 5-year warranty and maintenance, LTE connectivity, and optional hardware refreshes.
- Captures up to 75 feet (22.9 m) away, vehicles traveling 75 mph (120.7 km/h), across 2+ lanes of traffic.
- Equipped with ALPR and VAR search and alerts, livestreaming, and video playback through Fusus.
- 24/7 video recording and search.
- Livestreaming capability enabling real-time video monitoring for operations centers.
- Live monitoring of critical locations, incident-prone zones, and traffic conditions without needing to dispatch officers.

Attachment: Contract for CRS Routing (RES-2025-1072 : Axon Enterprise, Inc.)

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Vehicle Intelligence in Axon Fusus
Both Outpost and Lightpost are equipped with Axon Vehicle Intelligence to enable vehicle search and alerts in Axon Fusus.

- Automatic license plate recognition (ALPR) to detect vehicles and generate time-stamped, searchable plate reads.
- Vehicle attribute recognition (VAR) to identify vehicle traits like make, model, and color, even when plate reads are incomplete.
- Unified search across any Fusus-connected ALPR camera.
- Integration with NCIC and state hotlists, plus the ability to create custom hotlists.
- Optional cross-agency sharing

Axon Brand Model Numbers

1. Axon Outpost Cameras:
   - Axon Outpost Camera Model: 102032
2. Axon Lightpost Cameras:
   - Axon Lightpost Third-Party Camera Model: 102131
   - Axon Lightpost Advanced Third-Party Camera Model: 102133
3. Axon Outpost Accessories:
   - Axon Outpost External Battery Model: 102133
   - Axon Outpost Solar Panel Model: 102127
   - Axon Outpost Pole Mount Model: 102128
   - Axon Outpost Camera Mount Model 102165
   - Axon Outpost Non-Illuminated Outpost Awareness Sign Model: 102129
   - Axon Outpost Illuminated Outpost Awareness Sign Model: 102130
   - Axon Outpost AC Power Supply Model: 102245
4. Axon Lightpost Accessories:
   - Axon Lightpost Third-Party Camera Mounting Hardware Model: 102164

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 480-905-2000 or 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Attachment: Contract for CRS Routing (RES-2025-1072 : Axon Enterprise, Inc.)

17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Sincerely,

Josh Isner
President
Axon Enterprise, Inc.

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Attachment: Contract for CRS Routing (RES-2025-1072 : Axon Enterprise, Inc.)

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

12/4/2025

Attachment: Contract for CRS Routing (RES-2025-1072 : Axon Enterprise, Inc.)

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-698583-45995RB

Issued: 12/04/2025

Quote Expiration: 12/31/2025

Estimated Contract Start Date: 05/01/2026

Account Number: 223867

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Amherst Police Dept. - NY 500 John James Audubon Pkwy Buffalo, NY 14228-1131 USA	Amherst Police Dept. - NY 500 John James Audubon Pkwy Buffalo NY 14228-1131 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Michael Bayer Phone: 215-880-7407 Email: mbayer@axon.com Fax:	Richard Phillips Phone: 7169830244 Email: rphillips@apdny.org Fax:

Quote Summary

Program Length	60 Months
TOTAL COST	$301,985.60
ESTIMATED TOTAL W/ TAX	$301,985.60

Discount Summary

Average Savings Per Year	$37,482.72
TOTAL SAVINGS	$187,413.60

Payment Summary

Date	Subtotal	Tax	Total
Apr 2027	$75,496.40	$0.00	$75,496.40
Apr 2028	$75,496.40	$0.00	$75,496.40
Apr 2029	$75,496.40	$0.00	$75,496.40
Apr 2030	$75,496.40	$0.00	$75,496.40
Total	**$301,985.60**	**$0.00**	**$301,985.60**

Quote Unbundled Price:	$489,387.20
Quote List Price:	$373,740.80
Quote Subtotal:	$301,985.60

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
B00061	BUNDLE - OUTPOST WITH TAP	24	60	$330.23	$249.92	$200.09	$288,129.60	$0.00	$288,129.60
A la Carte Hardware									
102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	24			$69.00	$69.00	$1,656.00	$0.00	$1,656.00
102654	AXON OUTPOST - POLE - MASH	2			$2,100.00	$2,100.00	$4,200.00	$0.00	$4,200.00
A la Carte Services									
100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1			$3,000.00	$3,000.00	$3,000.00	$0.00	$3,000.00
102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	2			$2,500.00	$2,500.00	$5,000.00	$0.00	$5,000.00
Total							**$301,985.60**	**$0.00**	**$301,985.60**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OUTPOST WITH TAP	102032	AXON OUTPOST - CAMERA	24	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102487	AXON OUTPOST - SOLAR PANEL - 50W	24	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102538	AXON OUTPOST - TOP MOUNT END CAP - STANDARD	22	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102543	AXON OUTPOST - BATTERY & CHARGER ENCLOSURE - EXTENDED	24	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102545	AXON OUTPOST - TOP MOUNT END CAP - MASH	2	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102552	AXON OUTPOST - POLE - STANDARD	22	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102737	AXON OUTPOST - STANDARD HARDWARE KIT	24	1	04/01/2026
A la Carte	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	24	1	04/01/2026
A la Carte	102654	AXON OUTPOST - POLE - MASH	2	1	04/01/2026
BUNDLE - OUTPOST WITH TAP	102144	AXON OUTPOST - TAP REFRESH ONE - CAMERA	24	1	04/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OUTPOST WITH TAP	102142	AXON VEHICLE INTELLIGENCE - ALPR LICENSE	24	05/01/2026	04/30/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OUTPOST WITH TAP	102136	AXON OUTPOST - STANDARD INSTALLATION	22
BUNDLE - OUTPOST WITH TAP	102143	AXON OUTPOST - UPGRADE INSTALLATION	24

Services

Bundle	Item	Description	QTY
A la Carte	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1
A la Carte	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	2

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OUTPOST WITH TAP	102135	AXON OUTPOST - EXT WARRANTY - CAMERA	24	04/01/2027	04/30/2031
BUNDLE - OUTPOST WITH TAP	102137	AXON OUTPOST - MAINTENANCE	24	04/01/2027	04/30/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	500 John James Audubon Pkwy	Buffalo	NY	14228-1131	USA

Payment Details

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$750.00	$0.00	$750.00
Annual Payment 2	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	24	$414.00	$0.00	$414.00
Annual Payment 2	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	2	$1,250.00	$0.00	$1,250.00
Annual Payment 2	102654	AXON OUTPOST - POLE - MASH	2	$1,050.00	$0.00	$1,050.00
Annual Payment 2	B00061	BUNDLE - OUTPOST WITH TAP	24	$72,032.40	$0.00	$72,032.40
Total				**$75,496.40**	**$0.00**	**$75,496.40**

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$750.00	$0.00	$750.00
Annual Payment 3	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	24	$414.00	$0.00	$414.00
Annual Payment 3	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	2	$1,250.00	$0.00	$1,250.00
Annual Payment 3	102654	AXON OUTPOST - POLE - MASH	2	$1,050.00	$0.00	$1,050.00
Annual Payment 3	B00061	BUNDLE - OUTPOST WITH TAP	24	$72,032.40	$0.00	$72,032.40
Total				**$75,496.40**	**$0.00**	**$75,496.40**

Apr 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 4	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$750.00	$0.00	$750.00
Annual Payment 4	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	24	$414.00	$0.00	$414.00
Annual Payment 4	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	2	$1,250.00	$0.00	$1,250.00
Annual Payment 4	102654	AXON OUTPOST - POLE - MASH	2	$1,050.00	$0.00	$1,050.00
Annual Payment 4	B00061	BUNDLE - OUTPOST WITH TAP	24	$72,032.40	$0.00	$72,032.40
Total				**$75,496.40**	**$0.00**	**$75,496.40**

Apr 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 5	100159	AXON FLEET 3 - SERVICES - ALPR API INTEGRATION	1	$750.00	$0.00	$750.00
Annual Payment 5	102129	AXON OUTPOST - NON-ILLUMINATED OUTPOST AWARENESS SIGN	24	$414.00	$0.00	$414.00
Annual Payment 5	102147	AXON OUTPOST - ADVANCED INSTALLATION SERVICE	2	$1,250.00	$0.00	$1,250.00
Annual Payment 5	102654	AXON OUTPOST - POLE - MASH	2	$1,050.00	$0.00	$1,050.00
Annual Payment 5	B00061	BUNDLE - OUTPOST WITH TAP	24	$72,032.40	$0.00	$72,032.40
Total				**$75,496.40**	**$0.00**	**$75,496.40**

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 31240 **RESOLUTION 2025-1073** **ADOPTED**

Program Performer, Robert McElroy CRS #5984

We respectfully request Town Board permission to authorize the Supervisor to sign the Presenter/Performer Commitment Form between the Town of Amherst (Department of Senior Services) and Robert McElroy, performer (Breakfast with Santa program).

12/15/2025
Consent

FINANCIAL IMPACT:

The cost of $200.00 per event charged to A6772-4090

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

TOWN OF AMHERST

PRESENTER/PERFORMER COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Presenter/Performer Name: Robert McElroy

Payment/Check payable to : Robert McElroy

Address: 21 Garden Road

Cheektowaga, NY 14225

Program (and any Future Events) : Holiday Happening

This is a 1 **year contract.**

Start Date: 12/19/25

End Date: 12/19/26

Cost Per Event: $200.00

Robert McElroy, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Presenter/Performer Signature — Date: 11/18/25

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name: Presenter/Performer Commitment (Holiday Happening) CRS#: 5984 Vendor Name: Robert McElroy

Attachment: Robert McElroy-Contract-12082025133337 (RES-2025-1073 : Program Performer, Robert McElroy CRS #5984)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31269 **RESOLUTION 2025-1074** **ADOPTED**

Travel Request Required Operator Training Courses

The Engineering Department is requesting re-approval to send four (4) employees to attend various courses held at Buffalo State University in Buffalo, NY in January and February 2026. These courses were originally approved with RES-2025-450 on 4/28/25. Due to staffing issues at the original training facility, the courses were cancelled. The new estimated costs with registration and per diem per each employee/course is listed below.

- Basic Laboratory Procedures in January 2026 for at $863.50 for two (2) employees.
- Activated Sludge Wastewater Treatment Process in February 2026 at $808.50 for two (2) employees.

Additionally, we would like to request approval to send one (1) employee to attend Basic Operations at the same location in January 2026. The estimated cost with registration and per diem is $1,762.20.

Funding for this request, totaling $5,106.20, will be available in accounts G9916-4850 and G9916-4040.

Thank you for considering this request.

12/15/2025
Consent

FINANCIAL IMPACT:

G9916- 4850 and G9916-4040.

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

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
[redacted]	[redacted]	Buffalo State University, Buffalo, NY	[redacted]

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 354 @ ~~$0.67~~ $0.70		G9916-4040	
Tolls		G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $		G9916-4040	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%		G9916-4040	
# Breakfasts 5 @ $ 20.00		G9916-4040	
# Lunches 10 @ $ 22.00	$220.00	G9916-4040	
# Dinners 5 @ $ 33.00		G9916-4040	
# Incidentals 10 @ $ 5.00	$50.00	G9916-4040	
Registration/Conference Fee	$1,100.00	G9916-4850	
Textbooks 2 @ $100ea + $32 shipping	$232.00	G9916-4850	
Other			
Subtotal	$1,602.00 -		N/A
Contingency - 10% of subtotal or $200	$160.20 -		N/A
TOTAL	$1,762.20 -		

Request Approved By:

Department Head Signature

Date

Town Board

Town Board Resolution & Date

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

CONTINUING PROFESSIONAL STUDIES
BUFFALO STATE • The State University of New York

Basic Operations of Wastewater Treatment Plants

This course runs on weekdays from [redacted] Each class runs from 8:00 AM to 4:00 PM.

Register

Registration is open through [redacted] (US & Canada)! There are currently 18 seats available.

Register Now

Details

Basic Operations of Wastewater Treatment Plants

Instructor

James Keyes

Financials

Registration is $1,100.00

Location

Butler Library, room 316

E. H. Butler Library
1300 Elmwood Ave
Buffalo, NY 14222



Contact Information

Contact Information:

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

Continuing Professional Studies
cps@buffalostate.edu

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

SACRAMENTO STATE

Search...

☰ Menu

Sacramento State

(0

2 Login (/login/) (/cart/) Create Account (/register)

OWP will be closed from Wednesday, December 23, 2025, through Thursday, January 1, 2026, for Winter Break.

If exams are submitted:	Course certificates will be mailed:
Before December 12th	Before Winter Break
After December 12th	Early January

1 Shopping Cart › 2 Contact Info 3 Shipping 4 Order Summary 5 Order Confirmation

Continue Shopping (/operator-training/courses/correspondence-courses/drinking-water-courses/)

Next

Products

Product	Quantity	List Price	Subtotal
Operation of Wastewater Treatment Plants, Vol 1  Manual	1 Remove | Update	$ 100.00	$ 100.00
Operation of Wastewater Treatment Plants, Vol 2  Manual	1 Remove | Update	$ 100.00	$ 100.00

Summary

Need Help?

Phone (916) 278-6142
Hours (M–F 8:00 am–12:00 pm, 12:30 pm–4:00 pm Pacific Time)
wateroffice@owp.csus.edu

Subtotal: $200.00 USD

+ 32.00 shipping = $232.0

Sales tax and shipping charges are calculated during checkout. OWP does not charge shipping for enrollments or for orders of 5 or more

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

(mailto:wateroffice@owp.csus.edu) items (excluding enrollments) within the continental US, unless you choose a special shipping option during checkout.

Contact Us (/about/contact/)

Return Policy (/pdf/return-policy.pdf)

(https://www.csus.edu/)

Office of Water Programs
3020 State University Drive
Modoc Hall Suite 1001
Sacramento, CA 95819
Phone: (916) 278-6142
Fax: (916) 278-5959
Email:
wateroffice@owp.csus.edu
(mailto:wateroffice@owp.csus.edu)

(https://www.facebook.com/OfficeofWaterPrograms)

(https://www.linkedin.com/company/office-of-water-programs)

(https://www.instagram.com/waterprograms/)

(https://www.efc.csus.edu)
College of Engineering & Computer Science
(http://www.ecs.csus.edu/)
Department of Civil Engineering
(http://www.ecs.csus.edu/ce/)

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Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

U.S. General Services Administration

FY 2026 per diem rates for ZIP Code 14222

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Buffalo	Erie	$80	$20	$22	$33	$5	$60.00

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30359 **RESOLUTION 2025-450** **ADOPTED**

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send four (4) employees to attend various courses held at the Environmental Training Center at SUNY Morrisville in Morrisville, NY from July through November 2025. The estimated cost with registration, lodging and per diem per each employee/course is listed below.

- Basic Laboratory Procedures in July and October 2025 at $7,453.96 for four (4) employees.
- Basic Operations in August 2025 at $7,456.16 for two (2) employees.
- Activated Sludge Wastewater Treatment Process in September and November 2025 at $6,512.36 for four (4) employees.

Funding for this request, totaling $21,422.48, will be available in accounts G9916-4850 and G9916-4040.

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

G9916-4850 and G9916-4040

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

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
[redacted]	[redacted]	Buffalo State University, Buffalo, NY	[redacted]

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 354 @ ~~$0.67~~ $0.70		G9916-4040	
Tolls		G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $		G9916-4040	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%		G9916-4040	
# Breakfasts 5 @ $ 20.00		G9916-4040	
# Lunches 5 @ $ 22.00	$110.00	G9916-4040	
# Dinners 5 @ $ 33.00		G9916-4040	
# Incidentals 5 @ $ 5.00	$25.00	G9916-4040	
Registration/Conference Fee	$600.00	G9916-4850	
Textbooks	-	G9916-4850	
Other			
Subtotal	$735.00 -		N/A
Contingency - 10% of subtotal or $200	$73.50 -		N/A
TOTAL	$808.50 -		

Request Approved By:

Department Head Signature

Date

Town Board

Town Board Resolution & Date

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
[redacted]	[redacted]	Buffalo State University, Buffalo, NY	[redacted]

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 354 @ ~~$0.67~~ $0.70		G9916-4040	
Tolls		G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $		G9916-4040	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%		G9916-4040	
# Breakfasts 5 @ $ 20.00		G9916-4040	
# Lunches 5 @ $ 22.00	$110.00	G9916-4040	
# Dinners 5 @ $ 33.00		G9916-4040	
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Textbooks	-	G9916-4850	
Other			
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Department Head Signature

Date

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Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

CONTINUING PROFESSIONAL STUDIES
BUFFALO STATE • The State University of New York

Activated Sludge Wastewater Treatment Process

This course runs on weekdays from [redacted] Each class runs from 8:00 AM to 4:00 PM.

Register

Registration is open through [redacted] (US & Canada)! There are currently 22 seats available.

Register Now

Details

Activated Sludge Wastewater Treatment Process

Instructor

James Keyes

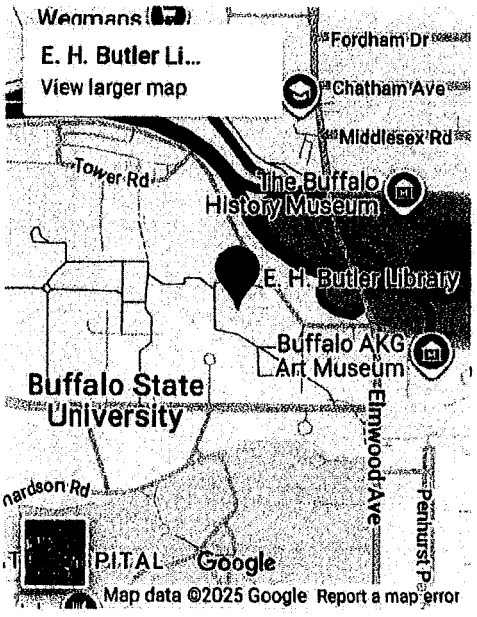
Financials

Registration is $600.00

Location

Butler Library, room 316

E. H. Butler Library
1300 Elmwood Ave
Buffalo, NY 14222



Contact Information

Contact Information:

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

Continuing Professional Studies
cps@buffalostate.edu

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

U.S. General Services Administration

FY 2026 per diem rates for ZIP Code 14222

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Buffalo	Erie	$80	$20	$22	$33	$5	$60.00

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 04/28/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 30359 **RESOLUTION 2025-450** **ADOPTED**

Travel Request Required Operator Training Courses

The Engineering Department is requesting approval to send four (4) employees to attend various courses held at the Environmental Training Center at SUNY Morrisville in Morrisville, NY from July through November 2025. The estimated cost with registration, lodging and per diem per each employee/course is listed below.

- Basic Laboratory Procedures in July and October 2025 at $7,453.96 for four (4) employees.
- Basic Operations in August 2025 at $7,456.16 for two (2) employees.
- Activated Sludge Wastewater Treatment Process in September and November 2025 at $6,512.36 for four (4) employees.

Funding for this request, totaling $21,422.48, will be available in accounts G9916-4850 and G9916-4040.

Thank you for considering this request.

4/28/2025
Consent

FINANCIAL IMPACT:

G9916-4850 and G9916-4040

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

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
[redacted]	[redacted]	Buffalo State University, Buffalo, NY	[redacted]

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 354 @ ~~$0.67~~ $0.70		G9916-4040	
Tolls		G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $		G9916-4040	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%		G9916-4040	
# Breakfasts 5 @ $20.00		G9916-4040	
# Lunches 5 @ $22.00	$110.00	G9916-4040	
# Dinners 5 @ $33.00		G9916-4040	
# Incidentals 5 @ $ 5.00	$25.00	G9916-4040	
Registration/Conference Fee	$650.00	G9916-4850	
Textbooks	-	G9916-4850	
Other			
Subtotal	$785.00 -		N/A
Contingency - 10% of subtotal or $200	$78.50 -		N/A
TOTAL	$863.50 -		

Request Approved By:

Department Head Signature

Date

[redacted]

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

NAME	Employee #	Department	Phone Number
[redacted]	[redacted]	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
[redacted]	[redacted]	Buffalo State University, Buffalo, NY	[redacted]

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 354 @ ~~$0.67~~ $0.70		G9916-4040	
Tolls		G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:		G9916-4040	
# nights @ $			
Meals:			
IRS Per Diem Per Day:		G9916-4040	
1st & Last Day of Travel @ 75%			
		G9916-4040	
# Breakfasts 5 @ $ 20.00		G9916-4040	
# Lunches 5 @ $ 22.00	$110.00	G9916-4040	
# Dinners 5 @ $ 33.00		G9916-4040	
# Incidentals 5 @ $ 5.00	$25.00		
		G9916-4850	
Registration/Conference Fee	$650.00	G9916-4850	
Textbooks	-		
Other			
Subtotal	$785.00 -		N/A
Contingency - 10% of subtotal or $200	$78.50 -		N/A
TOTAL	$863.50 -		

Request Approved By:

Department Head Signature

Date

Town Board Resolution & Date

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

CONTINUING PROFESSIONAL STUDIES
BUFFALO STATE • The State University of New York

Basic Laboratory Procedures

This course runs daily from [redacted] Each class runs from 8:00 AM to 4:00 PM.

Register

Registration is open through [redacted] There are currently 24 seats available.

Register Now

Details

Basic Laboratory Procedures

Instructor

James Keyes

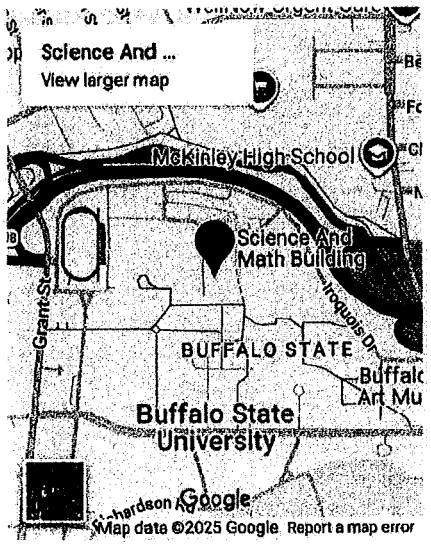
Financials

Registration is $650.00

Location

Science and Math Complex, room 103

Science and Math Complex
1300 Elmwood Ave
Buffalo, NY 14222



Contact Information

Contact Information:
cps@buffalostate.edu

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

U.S. General Services Administration

FY 2026 per diem rates for ZIP Code 14222

Meals and incidental expenses (M&IE) rates and breakdown

Primary destination	County	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and lastday of travel
Buffalo	Erie	$80	$20	$22	$33	$5	$60.00

Attachment: DOC120925-12092025123634 (RES-2025-1074 : Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31274 **RESOLUTION 2025-1075** **ADOPTED**

Purchase Authorization EJ USA, Inc.

The Engineering Department – Sewer Maintenance Division is requesting the Town Board authorize purchase from EJ USA, Inc. for purchase of Manhole Frames and Covers in the amount of $19,555.80, using account G9000-2600 which requires Town Board approval.

12/15/2025
Consent

FINANCIAL IMPACT:

G9000-2600

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 31232 **RESOLUTION 2025-1076** **ADOPTED**

Advertising Agreement and Trade - CRS #5983

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and the Amherst Bee News Group for advertising in 2026, pending successful completion of the Contract Routing System process.

12/15/2025
Consent

FINANCIAL IMPACT:

A7253 : 4025 $5,364.00

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/03/2025

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:** Kelly Hawerbier
THE KELLER GROUP, INC	**PHONE (A/C, No, Ext):** (716) 433-2690 **FAX (A/C, No):** (716) 433-3185
53 Walnut St	**E-MAIL ADDRESS:** khawerbier@insureone.com
Lockport NY 14094	**INSURER(S) AFFORDING COVERAGE** / **NAIC #**
INSURED	**INSURER A :** Dryden Mutual Insurance ~ 13919
Lewiston Jellies LLC	**INSURER B :**
P.O. Box 1014	**INSURER C :**
	INSURER D :
West Seneca NY 14224-8014	**INSURER E :**
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL2512340157 **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:	Y		CFL00103441	08/26/2025	08/26/2026	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Excluded
							MED EXP (Any one person)	$ 1,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Excluded
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] 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 certificate holder is also listed as Additional Insured.

CERTIFICATE HOLDER

Village of Williamsville
5565 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

Patrick Brisn

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Attachment: DOC120325-12032025125325 (RES-2025-1076 : Advertising Agreement and Trade - CRS #5983)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by: **Councilmember Jacqualine Berger**

DOC ID: 31233 **RESOLUTION 2025-1077** **ADOPTED**

2026 Golf Rates

Approve rates for 2026 at the Audubon Golf Course and the Audubon Par 3 as reviewed and presented by the Amherst Recreation Commission.

12/15/2025
Consent

FINANCIAL IMPACT:

Revenue TBD

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

Category	2021	2022	2023	2024	2025	Proposed Rates for 2026	Change
18 Holes – Weekday Open–4 PM (Walk / Ride)	$23 / $37	$24 / $39	$25 / $40	$25 / $41	$26 / $42	**$27 /$43**	$1
18 Holes – Weekday 4 PM–Close (Walk / Ride)	$20 / $34	$20 / $35	$20 / $35	$20 / $36	$21 / $37	**$21 / $37**	
18 Holes – Weekend Open–4 PM (Walk / Ride)	$25 / $39	$26 / $41	$29 / $44	$29 / $45	$31 / $47	**$32 / $48**	$1
18 Holes – Weekend 4 PM–Close (Walk / Ride)	$22 / $36	$22 / $37	$23 / $38	$23 / $39	$25 / $41	**$25 / $41**	
9 Holes – Weekday (Walk / Ride)	$16 / $25	$17 / $27	$17 / $27	$18 / $29	$19 / $30	**$19 / $30**	
9 Holes – Weekend (Walk / Ride)	$17 / $26	$18 / $28	$18 / $28	$19 / $30	$21 / $32	**$21 / $32**	
League Rates – 9 Holes (Walk / Ride)	$14 / $21	$15 / $22	$15 / $22	$16 / $24	$17 / $25	**$17 / $25**	
League Rates – 18 Holes (Walk / Ride)	N/A	$22 / $34	$22 / $34	$23 / $36	$23 / $36	**$24 / $37**	$1
Par 3 – Walk / Resident	$12 / $10	$12 / $10	$13 / $10	$14 / $12	$15 / $12	**$15 / $12**	
Annual Pass – 7 Day (Fee / Renewal)	$499	$599 / $549	$699 / $599	$749 / $699	$799 / $699	**$849 / $749**	$50
Senior Weekday Pass (Fee / Renewal)	$299	$399 / $349	$499 / $399	$549 / $499	$599 / $499	**$649 / $549**	$50
Junior Weekday Pass	N/A	$399	$399	$449	$499	**$499**	
Resident Advantage Card *$6 Off 18 Holes and $3 Off 9 Hole Rates*	$33	$29	$29	$29	$29	**$29**	
Cart Fees (9 / 18 Holes)	$9 / $14	$10 / $15	$10 / $15	$11 / $16	$11 / $16	**$11 / $16**	

Attachment: Proposed Golf Rates 2026 (RES-2025-1077 : 2026 Golf Rates)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 31250 **RESOLUTION 2025-1078** **ADOPTED**

Permission to Auction 2011 Ford Escape

WHEREAS, the Amherst Youth & Recreation Department owns a 2011 Ford Escape (VIN # 1FMCU9DG0BKB47287) previously owned by the Town of Amherst Building Department, and

WHEREAS, the vehicle needs an estimated $6,000.00 worth of repairs in order to pass inspection, and

WHEREAS, at almost 15 years old and close to 100,000 miles it is not in the department's best interest to spend this amount of money,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board authorizes the Youth & Recreation Department to list this vehicle for auction.

12/15/2025
Consent

FINANCIAL IMPACT:

Revenue TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 31259 **RESOLUTION 2025-1079** **ADOPTED**

Authorization to Pay Vendor

WHEREAS, the liner at the Clearfield Pool sustained two tears at the beginning of the season, and

WHEREAS, town staff were unable to repair the leaks, and

WHEREAS, Numarco has serviced both the Clearfield and North Forest Pools for many years, and

WHEREAS, the Youth & Recreation Department was in the midst of negotiating a new time and materials contract with the company, and

WHEREAS, the leaks were such that they could not wait for repair, and

WHEREAS, the company provided insurance and certified payroll,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board approves a payment of $1,200.00 to Numarco, Inc. for emergency repairs at the Clearfield Pool.

12/15/2025
Consent

FINANCIAL IMPACT:

A 7146.4220: $1,200.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 31267 **RESOLUTION 2025-1080** **ADOPTED**

Authorization to Pay Vendor

WHEREAS, a shaft seal on the south end of the Northtown Center at Amherst suffered a blowout, and

WHEREAS, the Amherst Youth & Recreation Department's Supervising Maintenance Mechanic - HVAC was out of the country on vacation and the Facilities Department's HVAC Mechanic does not have any refrigeration experience, and

WHEREAS, the Town has a valid contract with Trane US, Inc. (CRS #3868) which includes labor and materials, and

WHEREAS, due to the fact that the repair could not wait until Town personnel were available, a Trane technician was called to the site, and

WHEREAS, as part of the repairs, the Trane technician was required to add R-22 to the system once the seal was repaired, and

WHEREAS, refrigerant is included in the contract but is usually bid out due to price volatility, and

WHEREAS, this was an emergency situation with no time for bidding,

NOW THEREFORE, BE IT RESOLVED that the Amherst Town Board authorizes a payment of $29,444.00 to Trane US, Inc. to include labor and materials.

12/15/2025
Consent

FINANCIAL IMPACT:

A 7253.4220: $29,444.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 31268 **RESOLUTION 2025-1081** **ADOPTED**

Travel Authorization

Authorize Eric Guzdek and Linda Groff to travel to Nashville, TN from 1/14/26 to 1/18/26 to attend the USA Hockey Winter Meeting. All costs will be covered by USA Hockey.

12/15/2025
Consent

FINANCIAL IMPACT:

No cost to Town of Amherst

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

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

REVISED 05/08/2023

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

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

NAME	Employee #	Department	Phone Number
Eric W. Guzdek	**4327**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/14/2026	**1/18/2026**	**Nashville, TN**	**Attend the USA Hockey Annual Winter Meeting at no cost to the Town of Amherst as a member of the USA Hockey Board of Directors**

Expenses		Estimated	Budget A/C #	Actual
Transportation:				
Mileage	@ $0.67			
Tolls				
Parking				
Local Transportation (bus/taxi)				
Plane/Rail/Bus		$0.00		
Lodging:				
4 # nights	@ **$0.00**	$0.00		
Meals:				
3 IRS Per Diem Per Day	**$0.00**	$0.00		
2 1st & Last Day of Travel @ 75%		$0.00		
0 # Breakfasts	@ **$0.00**	$0.00		
0 # Lunches	@ **$0.00**	$0.00		
0 # Dinners	@ **$0.00**	$0.00		
0 # Incidentals	@ **$0.00**	$0.00		
Registration/Conference Fee		$0.00		
Other				
Subtotal		$0.00		N/A
Contingency - 10% of subtotal or $200		$0.00		N/A
TOTAL		$0.00		

Request Approved By:

Department Head Signature

December 10, 2025

Date

Town Board :

Date of Town Board Approval

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: USAH Winter Meeting - Guzdek Travel (RES-2025-1081 : Travel Authorization)

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

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

REVISED 05/08/2023

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

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

NAME	Employee #	Department	Phone Number
Linda Groff	**9420**	**Youth & Rec**	**(716) 631-7132**

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
1/14/2026	**1/18/2026**	**Nashville, TN**	**Attend the USA Hockey Annual Winter Meeting at no cost to the Town of Amherst as a member of the USA Hockey Membership Committee**

Expenses	**Estimated**	**Budget A/C #**	**Actual**
Transportation:			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus	**$0.00**		
Lodging:			
4 # nights @ **$0.00**	**$0.00**		
Meals:			
3 IRS Per Diem Per Day **$0.00**	**$0.00**		
2 1st & Last Day of Travel @ 75%	**$0.00**		
0 # Breakfasts @ **$0.00**	**$0.00**		
0 # Lunches @ **$0.00**	**$0.00**		
0 # Dinners @ **$0.00**	**$0.00**		
0 # Incidentals @ **$0.00**	**$0.00**		
Registration/Conference Fee	**$0.00**		
Other			
Subtotal	**$0.00**		N/A
Contingency - 10% of subtotal or $200	**$0.00**		N/A
TOTAL	**$0.00**		

Request Approved By:

Mary Dana Bauer

Department Head Signature

December 10, 2025

Date

Town Board :

Date of Town Board Approval

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: USAH Winter Meeting - Groff Travel (RES-2025-1081 : Travel Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Clerk
DOC ID: 31254

COMMUNICATION 2025-128 **APPROVED**

Request for Public Hearing - 95 Snowberry Lane

Request from Eric Bennett for a public hearing with respect to the rezoning of 95 Snowberry Lane from SA to R-3.

This hearing has been scheduled for the first meeting in February.

12/15/2025
Consent

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

Eric Bennett

DEC 3 2025 PM3:0

Date: December 3, 2025

To:
Town Board
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Subject: Request for Public Hearing – Rezoning Petition for 95 Snowberry Lane

Dear Members of the Town Board,

I am writing to formally request placement on the agenda for a public hearing regarding my petition to rezone the property located at 95 Snowberry Lane from Special Agriculture (SA) to Residential Multifamily (R-3).

As noted in the Planning Department's letter dated November 24, 2025, the Planning Board reviewed my proposal at its November 20, 2025 meeting and recommended approval based on Resolution Z-2025-04.

I respectfully ask that the Town Board schedule a public hearing at its earliest convenience to review and act upon this rezoning request. Please advise of any additional requirements or deadlines I must meet to facilitate this process.

Thank you for your attention to this matter. I look forward to the opportunity to present the proposal and answer any questions the Board may have.

Sincerely,
Eric Bennett

Attachment: snowberry request (COM-2025-128 : Request for Public Hearing - 95 Snowberry Lane)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Clerk
DOC ID: 31226

COMMUNICATION 2025-129 **REFERRED**

Notice of Claim: David Ryan Vs. Town of Amherst

12/15/2025
Referred to Town Attorney

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

David Ryan
208 Shellridge Dr
East Amherst, NY 14051

11/28/2025

Notice of Claim – Property Damage from Fallen Tree

To the Town of Amherst:

PLEASE TAKE NOTICE that, pursuant to New York General Municipal Law §50-e, I, **David Ryan**, hereby present this Notice of Claim against the Town of Amherst, New York, for property damage to my motor vehicle arising from the negligence of the Town and/or its employees, agents, or contractors.

1. **Name and address of claimant**
   Claimant: **David Ryan**
   Address: **208 Shellridge Dr, East Amherst NY 14051**

2. **Time and date of the incident**
   The incident occurred on or about **11/26/25** at approximately **3:30 PM.**

3. **Place where the incident occurred**
   The incident occurred at or near **205 Shellridge, directly across from my residence.**

4. **Manner in which the claim arose**
   Approximately one week prior to the incident, on or about **11/19/25**, employees/agents/contractors of the Town of Amherst performed sidewalk work in front of **205 Shellridge Dr.** and in the course of that work **cut and removed major supporting roots from a mature tree** located in the Town's right-of-way/along the sidewalk.

By cutting those roots, the Town significantly compromised the stability of the tree. On **11/26/25**, during the first significant windstorm following that work, the now-unstable tree uprooted and **fell onto my parked vehicle**, which was legally parked at the curb in front of **205 Shellridge Dr**.

The tree would not have fallen in this manner but for the negligent cutting of its supporting roots and the failure of the Town to inspect, evaluate, brace, or remove the hazardous tree after performing the root cutting and sidewalk work, and failure to warn or restrict parking in the danger area.

Attachment: Notice of Claim - David Ryan (COM-2025-129 : Notice of Claim: David Ryan Vs. Town of Amherst)

5. **Nature of the claim and negligence alleged**
   The Town of Amherst, through its employees, agents, and/or contractors, was negligent in, among other things:

   - Cutting or allowing the cutting of major supporting roots of a street/right-of-way tree in a manner that destabilized the tree;
   - Failing to properly inspect and evaluate the condition of the tree after the root cutting;
   - Failing to remove, brace, or otherwise make safe a tree that had been rendered hazardous;
   - Failing to warn residents and motorists of the hazardous condition; and
   - Failing to block off or restrict parking in the area where the tree was likely to fall.

As a direct and proximate result of this negligence, the tree fell and caused substantial damage to my vehicle.

6. **Description of property damaged**
   The property damaged is my motor vehicle:

   - Year/Make/Model: **2019 Jeep Cherokee**
   - Color: **Black**
   - License Plate: **KHP9535**

Visible damage includes, but is not limited to: **damage to the hood, passenger front panel, headlight, front passenger tire, front passenger wheel well, grille, front fender, and fluid leaking from front of vehicle.** A full repair estimate is pending.

7. **Amount of damages claimed**
   The full amount of my vehicle damage is being handled through my automobile insurance carrier, GEICO. At this time, I am personally seeking reimbursement only for my insurance deductible in the amount of **$1000.00**, along with any directly related out-of-pocket expenses not covered by my insurance. I understand that any additional amounts paid by my insurer may be pursued separately by GEICO through subrogation, and I reserve the right to amend or supplement this claim if necessary as further information or documentation becomes available.

8. **Witnesses**
   Known witnesses include:

Attachment: Notice of Claim - David Ryan (COM-2025-129 : Notice of Claim: David Ryan Vs. Town of Amherst)

- **Collen Ryan, 208 Shellridge Dr.,** who observed the sidewalk work and root cutting on or about **11/19/25**.
- **Collen Ryan, 208 Shellridge Dr.,** - who observed or photographed the tree falling or the immediate aftermath.

I may supplement this list if additional witnesses are identified.

9. **Contact information & supporting documents**
   I can be reached at I am enclosing copies of any documents I presently have available, including photographs of the damaged vehicle and fallen tree, and any preliminary repair estimates. I will provide additional documentation as it becomes available.

Please consider this a formal Notice of Claim so that the Town may investigate this matter. I request that the Town contact me regarding the adjustment and payment of this claim.

Respectfully submitted,

David Ryan

Attachment: Notice of Claim - David Ryan (COM-2025-129 : Notice of Claim: David Ryan Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31281 **RESOLUTION 2025-1082** **ADOPTED**

New York State Department of Environmental Conservation Invasive Species Grant Program – Round 4 Program for The Glen Park Spotted Lanternfly Trapping and Host Abatement Project

SUSPENSION AGENDA ITEM: DECEMBER 15, 2025

TO: Town Board

FROM: Angela Marinucci, Councilmember/Liaison

DATE: December 12, 2025

RE: **GLEN PARK JOINT ADVISORY COMMITTEE**

Town of Amherst
AUTHORIZING RESOLUTION
December 15, 2025
for
New York State Department of Environmental Conservation
Invasive Species Grant Program – Round 4
program for the
Glen Park Spotted Lanternfly Trapping and Host Abatement Project

WHEREAS, the New York State Department of Environmental Conservation (NYS DEC) has announced the availability of funding through the Invasive Species Grant Program – Round 4, supported by the Environmental Protection Fund, to assist municipalities with preventing, detecting, responding to, and managing invasive species across New York State; and

WHEREAS, the Town of Amherst is eligible to apply for such funding and desires to undertake a project entitled "Glen Park Spotted Lanternfly Trapping and Host Abatement Project" (the "Project") under the ISGP 2 – Terrestrial and Aquatic Invasive Species Rapid Response and Control category; and

WHEREAS, the total Project cost is $40,000, of which the Town of Amherst and the Village of Williamsville will jointly seek $30,000 in grant funding, and will collectively provide the required twenty-five percent (25%) match totaling $10,000; and

WHEREAS, the Town of Amherst and the Village of Williamsville agree to split the required match equally, with each contributing twelve and one-half percent (12.5%), or $5,000, which will be transferred to the Glen Park Fund for use toward the Project; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Amherst hereby authorizes the Supervisor to execute a Memorandum of Understanding with the Village of Williamsville (CRS#6032) that authorizes and directs Christine Hunt, Mayor of the Village of Williamsville, to submit on behalf of both municipalities a grant application to the New York State Department of Environmental Conservation for funding under the Invasive Species Grant Program – Round 4, and to execute all documents, contracts, and agreements necessary to carry out the Project and comply with all program requirements; and

BE IT FURTHER RESOLVED, that the Town Board hereby commits to providing twelve and one-half percent (12.5%), or $5,000; Town's share of the required local match, to be paid from Town funds, and affirms that such match shall not include other State or federal grant funds; and be it further resolved that the Town's contribution shall be deposited directly into the Glen Park Fund, which is the jointly supported account used exclusively for authorized maintenance, improvement, and environmental management activities within Glen Park.

BE IT FURTHER RESOLVED, that the Village of Williamsville shall assume full responsibility for administering the Project, including managing the Glen Park Fund and making all payments to consultants, contractors, and vendors associated with the Project, and that all such expenditures shall be processed and disbursed solely by the Village in accordance with applicable laws, grant requirements, and established municipal financial procedures.

12/15/2025
A motion to approve was made by Councilmember Berger, seconded by Councilmember Szukala and unanimously approved 4-0.

FINANCIAL IMPACT:

A7111.4220 not to exceed $5,000

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

MEMORANDUM OF UNDERSTANDING

Between the Village of Williamsville and the Town of Amherst
Regarding the NYS DEC Invasive Species Grant Program – Round 4

This Memorandum of Understanding ("MOU") is made between the Village of Williamsville and the Town of Amherst to document mutual cooperation and shared intent regarding invasive species management activities within Glen Park, a property jointly owned by both municipalities. These efforts relate to work proposed under the New York State Department of Environmental Conservation (NYS DEC) Invasive Species Grant Program – Round 4, for which the Village of Williamsville intends to apply as the lead municipal applicant.

The purpose of this MOU is to confirm that the Village and Town mutually support cooperative efforts to address invasive species and related environmental concerns within Glen Park. These activities may include, but are not limited to, the identification, monitoring, removal, and long-term management of Tree-of-Heaven (Ailanthus altissima); a Tier 4 invasive species and primary host of the Spotted Lanternfly (Lycorma delicatula); along with any associated restoration or rehabilitation work necessary to protect the ecological integrity and resiliency of Glen Park.

Glen Park is jointly owned by the Village of Williamsville and the Town of Amherst pursuant to the Agreement for the "Ownership, Financing, Improvement, and Maintenance of Glen Park" executed on July 11, 1977. Under that agreement, both municipalities share responsibility for the care, maintenance, and improvement of Glen Park. The Village of Williamsville maintains a dedicated budget line known as the "Glen Park Fund", which is used solely for the upkeep, maintenance, and improvement of Glen Park. In accordance with the long-standing joint ownership structure, the Town of Amherst contributes approximately fifty percent of the annual appropriation to this fund, with the Village contributing the remainder.

The Village of Williamsville manages the "Glen Park Fund", oversees all approved expenditures, and is authorized to make payments from the "Glen Park Fund" for environmental work, maintenance activities, or project-related services undertaken within Glen Park. This financial structure ensures that both municipalities can jointly support necessary stewardship activities while enabling the Village to administer project work in an efficient and centralized manner.

The Village and Town agree that invasive species management, including work related to Tree-of-Heaven and the Spotted Lanternfly host pathway is consistent with their shared stewardship obligations. The Town acknowledges and supports the Village's role as the lead applicant to NYS DEC for any grant-supported invasive species work and affirms its cooperation in allowing such activities to occur throughout Glen Park. Both parties further agree that any consultants, contractors, environmental professionals, or other personnel engaged to perform invasive species management or restoration activities shall be permitted appropriate access to Glen Park as required to complete the work.

All activities carried out under this MOU shall comply with applicable state and local regulations, as well as the responsibilities established under the existing Glen Park Agreement.

Executed this ___ day of _____, 2025.

Village of Williamsville
By: _____

Attachment: Williamsville_2025_-_DEC_Invasive_Species_Grant_Program_Round_4_MOU1 (RES-2025-1082 : Glen Park Joint Advisory

Mayor

Town of Amherst
By: _____
Supervisor

Attachment: Williamsville_2025_-_DEC_Invasive_Species_Grant_Program_Round_4_MOU1 (RES-2025-1082 : Glen Park Joint Advisory

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31280 **RESOLUTION 2025-1083** **ADOPTED**

Prairie Ponds Apartments Affordable Housing PILOT Request

SUSPENSION AGENDA ITEM#2: DECEMBER 15, 2025

TO: Town Board

FROM: Jacqualine Berger, Councilmember

DATE: December 15, 2025

RE: **Prairie Ponds Apartments Affordable Housing PILOT Request**

Contract #6031

Windsor Turner, LLC Professional Services Contract

Purpose: ***To authorize the Supervisor to execute a contract with Windsor Turner, LLC for a Financial Reasonableness Assessment on the Prairie Ponds Apartments Affordable Housing PILOT request.***

WHEREAS, Prairie Ponds Apartments LLC has submitted a request to the Town for participation in the Erie County Affordable Housing Payment in Lieu of Taxes ("PILOT") Policy; and

WHEREAS, as part of the Town's review process, Town staff evaluates if the request meets the requirements of the County Policy and seeks to ensure that any tax incentive granted is financially justified, consistent with public policy objectives, and protects the fiscal interests of the Town; and

WHEREAS, the Prairie Ponds PILOT request warrants an independent assessment of the financial reasonableness of the proposed Affordable Housing PILOT; and

WHEREAS, Windsor Turner, LLC is a consulting firm with specialized expertise in real estate finance, affordable housing development, and proforma financial analyses; and has submitted a proposal to provide a financial reasonableness assessment of the PILOT application; and

WHEREAS, the cost of such services will be funded through a fee charged to the Prairie Ponds Apartments PILOT applicant; now, therefore

BE IT RESOLVED, subject to the satisfactory completion of the contract routing process, that the Amherst Town Board hereby authorizes the Town Supervisor to execute a contract with Windsor Turner, LLC to provide a financial reasonableness assessment related to Erie County's Affordable Housing PILOT for Prairie Ponds Apartments LLC; at a contracted amount not to exceed $4,680.

12/15/2025

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

FINANCIAL IMPACT:

The cost of contracting for services with Windsor Turner will be charged to the PILOT applicant through an application fee and is also available within the Community Development Account (N02-84, 4000). Accordingly, adoption of this resolution will have no impact on the Town's current budget or tax rate.

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

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

Francina J. Spoth
Town Clerk

Meeting: 12/15/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31279 **RESOLUTION 2025-1084** **ADOPTED**

Participation in National Grid Energy Savings Plan Agreement - CRS ID# 6029

SUSPENSION TO TOWN BOARD AGENDA ITEM #3: DECEMBER 15, 2025

TO: **Michael Szukala, Councilmember/Liaison**

FROM: **Dan Rizzo, Facilities Support**

DATE: **December 15, 2025**

RE: **Participation in National Grid Energy Savings Plan Agreement - CRS ID# 6029**

Please consider adoption of the following resolution as a suspension item to tonight's Town Board agenda.

WHEREAS, the Facilities/Building Maintenance Department is performing an LED lighting replacement project at the Amherst Senior Center Parking Lot located at 370 John James Audubon Parkway; and

WHEREAS, Graybar, a National Grid approved contractor, will provide the lights in accordance with the National Grid Energy Savings Plan Agreement; and

WHEREAS, National Grid will provide an incentive for the parking lot LED lighting improvements under its Energy Savings Plan Agreement; and

WHEREAS, the National Grid incentive for the LED lighting improvements is set to expire at the end of the current calendar year, requiring Town Board approval prior to that date in order to secure the incentive; and

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes participation in the National Grid Energy Savings Plan Agreement for the LED lighting replacement project; and

BE IT FURTHER RESOLVED, that the Supervisor is authorized to execute the National Grid Energy Savings Plan, contingent upon successful completion of the contract review and routing process.

12/15/2025
A motion to approve was made by Councilmember Szukala, seconded by Councilmember Berger and unanimously approved 4-0.

FINANCIAL IMPACT:

A1620-05001; Amount TBD

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