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, March 11, 2024 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Charles Gilbert

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on March 11, 2024 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Martin A. Polowy	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Christopher P. Schregel	Town of Amherst	Traffic-Safety Coordinator	Present	

V. MINUTES APPROVAL

1. Monday, February 26, 2024

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2024-208

59 Kaymar Drive Parking Restriction

A public hearing to restrict parking on the inside of a curve along Kaymar Drive along 59 Kaymar Drive.

"Parking is hereby restricted on the inside curve of Kaymar Drive along 59 Kaymar Drive beginning at the curb's point of curvature on the north side of 59 Kaymar Drive, along the curve and ending at a point that is approximately 20 feet beyond the point of tangency for a total distance of 125 feet."

3/11/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was closed at 7:08 PM.

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

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

2. Resolution 2024-209

1635 North French Road Rezoning

Request to rezone 1635 North French Road from R-3 to NB.

3/11/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:09 PM.

Ari Goldberg, Esq. and Torey Hirsch, presented and answered questions.

The following speakers raised concerns:
Michelle Coffey, 736 N French Rd
Dennis Miranda, 33 Landings Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the March 25th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:30 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 3/25/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

3. Resolution 2024-210

46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive Plan Amendment

Request to amend the Bicentennial Comprehensive Plan for 46, 54, 60, 68, 74 & 84 South Linden Street from Single Family Residential to Mixed Residential.

3/11/2024
Supervisor Kulpa made a motion to adjourn to the March 25th meeting per the petitioners request, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 3/25/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. 9/11 Commemoration Committee

Membership is unlimited.

2. Amherst Committee on Disabilities (6)

3. Amherst Community Diversity Commission (4)

4. Amherst Conservation Advisory Council (5)

5. Amherst Government Financial Advisory Board

Membership is full.

6. Amherst Industrial Development Agency

Membership is full.

7. Amherst Veterans Committee (6)

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 (2)

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 (3)**

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

18. **Glen Park Joint Board**

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

20. **Information Technology Advisory Committee (1)**

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

22. **Minority / Woman Owned Business (4)**

23. **Open Government Advisory Board (7)**

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

25. **Recreation Commission (1)**

26. **Recycling and Waste Committee (3)**

27. **Senior Services Advisory Board (6)**

28. **Traffic Safety Board (2)**

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

30. **Zoning Board of Appeals**

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 Deputy Supervisor Lavin and unanimously approved 5-0. Public Expression was opened at 7:31 PM.

The following speakers addressed the Town Board:
Frank Belliotti, 61 Old Lyme - budget transparency
Tom Weisbeck, 48 Drawbridge Ct - streetlights, bonding & Boulevard Mall
Jina Gentry, 65 Bissell Dr - tax hike

Jane Cox, 4584 Harlem Rd - reassessment
Andrea Morgante, 253 Woodshire Ct - Resolution 2024-116
Geri DiCosmo, 378 Meyer Rd - Resolution 2024-116 & budget process
Chris Drongosky, Youngs Rd - Westwood
Michelle Coffey, 736 N French Rd - Board transparency
Judy Ferraro, 213 Donna Lea Blvd - transparency
Joe Voytovich, 35 Bucyrus Dr - reassessment & shelter roofs
Matt Plunkett, 299 Northill Dr - reassessment & Boulevard Mall
Julie Vanlente, 116 Parkwood Dr - appointments in Supervisor's Office
Harry Conomos, 138 California Dr - reassessment and tax cap
Allison Sagraves, 171 Amherstdale Rd - Resolution 2024-116
Gerry O'Connor, 27 Chateau Ter S - MusicalFare
Ray Herman, 114 Oakgrove Dr - 2025 tax rate & ways to cut spending
Cynthia Aiken, 347 Lamont Dr - reassessment
Dennis Hoban, 216 California Dr - Board behavior

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 8:43 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2024-211

Authorize Strategic Economic Development Professional Services Contract - CRS #4602

Please authorize Supervisor to sign the attached contract with Bolton St. Johns Government Relations & Public Affairs Consulting pending successful completion of contract routing system.

3/11/2024
Consent

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

2. Resolution 2024-212

2024 Town Board Revised Meeting Dates

BE IT RESOLVED that the attached revised schedule of Town Board and Work Session meeting dates be adopted for 2024.

3/11/2024
Consent

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

B. DEPUTY SUPERVISOR LAVIN:

1. Resolution 2024-213

Set Public Hearing Date – Brantwood Rd. & Kings Hwy. All-Way Stop

Please set a public hearing at the Town Board meeting May 13, 2024 to install additional stop signs at the intersection of Brantwood Road and Kings Highway:

> "The tee intersection of Brantwood Road and Kings Highway is hereby designated as an all-way stop intersection with stop signs installed on all approaches."

3/11/2024
Consent

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

2. Resolution 2024-214

Amherst Tree Board Appointments

WHEREAS, as on March 9, 2020, the Local Law Amending Chapter 179, Trees, was adopted and the Tree Board was created; and the Town's Tree Board shall consist of a total of eight (8) members. Five (5) members shall be Town residents (community members); the remaining three (3) members shall be comprised of the Town Forester and two other Town Employees. All community members shall be appointed by the Town Board and will serve three (3) year terms; and

WHEREAS, the Amherst Tree Board recommends to re-appoint Ellen Banks, Dan Delano, Barbara Burke, and Wendy Mackowski, and re-appoints Elizabeth Graczyk as the one (1) non-voting, Town Employee Resource Person to the Tree Board; and

WHEREAS, a new Chairperson will be elected each year at the Tree Board organizational meeting and the Board will vote to appoint an Acting Chairperson to facilitate meetings where voting does not occur; and,

WHEREAS, the Amherst Tree Board recommends Ellen Banks as the Chairperson and Elizabeth Graczyk as the Acting Chairperson; and

WHEREAS, the Amherst Tree Board members recommend the appointment of new member Kyle Townsend; and,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Tree Board recommendations for the reappointments of Ellen Banks, Dan Delano, Barbara Burke, and Wendy Mackowski to the Tree Board to a three (3) year term to expire on December 31, 2026, the appointment of Ellen Banks as the Chairperson, to a one (1) year term to expire on December 31, 2025, Elizabeth Graczyk as the Acting Chairperson, to a one (1) year term to expire on December 31, 2025, and the appointment of a new member, Kyle Townsend, to a three (3) year term to expire on December 31, 2026 on the Amherst Tree Board.

3/11/2024
Consent

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

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

1. Resolution 2024-215

Set Public Hearing Date – Intersection of Crosby Blvd. and Maynard Drive

Please schedule a public hearing on May 13, 2024 to restrict parking at the corner of Crosby Blvd. and Maynard Drive:

"Parking is hereby restricted along the southern-most curve of the Crosby Blvd. and Maynard Drive intersection starting at a point 30 feet from the point of curvature on the west side of Crosby Blvd. to a point that is 165 feet from the point of beginning and approximately 50 feet beyond the curve's point of tangency on the west side of Maynard Drive."

3/11/2024
Consent

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

2. Resolution 2024-216

Amherst Traffic Safety Board Appointments

WHEREAS, the Amherst Traffic Safety Board, also known as ATSB or Traffic Safety Board, advises the Town Board on matters affecting traffic safety on all existing and proposed roadways, subdivisions, commercial areas, and wherever cars, bicycles, recreational vehicles and pedestrians are involved; and

WHEREAS, the ATSB has a maximum roster of 10 members, with the Amherst Town Board majority appointing members, who shall serve a three (3) year term; and

WHEREAS, the ATSB currently has a Board of eight (8) members, who shall continue to serve until their term of appointment expires, as follows:

Eric Fraas, Chairperson, term expires 12/31/2025
Gregory Dionne, Vice Chairperson, term expires 12/31/2025
Kevin Cantwell, Member, term expires 12/31/2026
Maxwell Kahn, Member, term expires 12/31/2025
Jennifer L. Minchniewicz, Member, term expires 12/31/2024
Daniel Rider, Member, term expires 12/31/2026
Helaine Sanders, Member, term epires 12/31/2026
Kenneth A. Smith, Member, term expires 12/31/2024; and

WHEREAS, the members of the Amherst Traffic Safety Board shall, by majority vote, elect a Chairperson from among the members and such officers as may be deemed necessary from time to time; and

WHERESAS, Nick Alterio has expressed an interest in serving on the ATSB;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the appointment of Nick Alterio for a term to conclude on December 31, 2026.

3/11/2024
Consent

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

E. COUNCILMEMBER MARINUCCI:

1. Resolution 2024-217

Amherst Youth Board Appointment

WHEREAS, the Amherst Youth Board (Youth Board) is an organization offering varied services in support of children, youth and families living in the Town of Amherst. Chartered by the Amherst Town Board and New York State Executive Law, the agency is governed by a policy-making board of 23 citizen volunteers, comprising both adults and youth; and

WHEREAS, members are appointed by the Amherst Town Board for three-year terms and participate in decisions affecting programming, policies, funding and public relations for youth programs and services.

WHEREAS, the Youth Board also relies on the efforts and contributions of citizen volunteers in its programs. Many different volunteer opportunities are available, and may be tailored to individual needs; and

WHEREAS, the Amherst Youth Board currently has an adult vacancy to be filled; and

WHEREAS, Kristine Arcadi has expressed interest in serving. She has attended a meeting, and met with the Youth & Recreation Department director. With her background and experience, the Director feels she will be a tremendous asset to the board.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints adult member Kristine Arcadi to her first term to end December 31, 2026.

3/11/2024
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2024-116

Local Law - to Enhance Transparency and Participation in the Town of Amherst Budget Process

AGENDA ITEM : FEBRUARY 26TH, 2024

TO: **Town Board**

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

DATE: **February 20, 2024**

RE: **A Local Law to Amend the Code of the Town of Amherst To Enhance Transparency and Participation in the Town of Amherst Budget Process**

The above-referenced matter is scheduled for a Public Hearing on February 26, 2024 at 7:00 p.m. In this regard, kindly adopt a resolution authorizing the adoption of the attached Local Law.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - February 26, 2024**)

2/5/2024
Supervisor Kulpa made a motion to adjourn to the February 26th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 5-0.

2/26/2024
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 8:26 PM.

Martin Polowy, Town Attorney presented.

The following speakers raised concerns:
Christina Coyle-Lenz, 64 Chateau Ter E
Frank Belliotti, 61 Old Lyme
Don Smith, 201 N Long St
Judy Ferraro, 213 Donna Lea Blvd
Chris Drongosky, Youngs Rd
Jane Cox, 4584 Harlem Rd
Matt Plunkett, 299 Northill Dr

Tom Weisbeck, 48 Drawbridge Ct

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the March 11th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was closed at 8:52 PM.

3/11/2024
Supervisor Kulpa made a motion to approve, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

2. Resolution 2024-218

Townwide Centralized Security (Bond Resolution - $50,000)

AGENDA ITEM : MARCH 11th, 2024

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **March 5, 2024**

RE: **Townwide Centralized Security Improvements**
2024-2029 C.I.P. - Project PO-02
Bond Resolution - $50,000

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 $50,000.00 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.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item - March 11, 2024**)
Daryl C. Bramer, 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*)
Kevin Brown, Captain, Amherst Police Department (*w/attachments*)

3/11/2024
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2024-219

PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659)

AGENDA ITEM - MARCH 11th, 2024

TO: **Town Board**

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

DATE: **March 6, 2024**

RE: **PILOT Agreement:**
Amherst Senior Apartments LP and the Town of Amherst, et al.
(CRS #4659)

The above PILOT was previously approved on January 22, 2024 (**CRS #4539**) and was then executed by the Town Supervisor, Town Assessor and Senior Deputy Town Attorney but was not finalized with the remaining signatures. Due to the inability to obtain title as detailed in the original agreement, the PILOT needed to be revised and thus requires re-approval by the Town Board and CRS #4539 will be withdrawn from the system.

Therefore, kindly adopt the following resolution with respect to the above matter:

WHEREAS, Amherst Senior Apartments LP has requested that the Town Board approve a PILOT Agreement with a term of fifteen (15) years for the Property; and

WHEREAS, the content and form of the proposed PILOT Agreement have been reviewed and approved by the Town Assessor's Office and the Town Attorney's Office; and

WHEREAS, the PILOT Agreement must still be approved by Erie County and the Williamsville Central School District;

NOW THEREFORE BE IT RESOLVED, that approval and execution of the Agreement for the Project be subject to the three (3) conditions set forth below and that the Supervisor of the Town of Amherst, Deputy Town Attorney Samuel A. Alba, Esq., and Emily Murphy, Town Assessor, are hereby authorized to sign the PILOT Agreement between Amherst Senior Apartments LP and the Town of Amherst, Erie County, and the Williamsville Central School District upon satisfaction of the following three (3) conditions:

1. The PILOT Agreement is subject to review and approval by Erie County;

2. The PILOT Agreement is subject to review and approval by the Williamsville Central School District; and

3. Approval of the PILOT Agreement is subject to successful completion of the Town's contract routing system (CRS).

SAA:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - March 11, 2024**)
Emily Murphy, Town Assessor

RESULT: WITHDRAWN

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4. Resolution 2024-220

2023 Service Award Program

AGENDA ITEM : MARCH 11th, 2024

TO: **Town Board**

FROM: **Martin A. Polowy, Esq. Town Attorney**

DATE: **March 6, 2024**

RE: **2023 Service Award Program**
***East Amherst Fire Department**
***Ellicott Creek Volunteer Fire Company, Inc.**
***Getzville Fire Company, Inc.**
***Main Transit Fire Department, Inc.**
***North Amherst Fire Company**
***North Bailey Fire Company, Inc.**
***Swormville Fire Company, Inc.**

Kindly adopt the following resolution:

RESOLVED, the Town Board authorizes the posting of the above-referenced fire company lists in their respective fire halls for the mandatory period of thirty (30) days.

Thank you.

MAP:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - March 11, 2024**)

3/11/2024
Consent

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

B. TOWN CLERK:

1. Resolution 2024-221

Request for Disposal of Obsolete Equipment

According to the Town's Property Disposition Policy (Res. 2011-1032), the Town Clerk's Office is requesting approval from the Town Board to dispose of the Datacard Photo ID System which is no longer in service.

3/11/2024
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2024-222

Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS #4647

Please authorize the supervisor to sign an agreement between Allasen Carpet Co., Inc. and the Town of Amherst permitting the Town to participate in the New York State OGS Contract #PC69411 for Floor Coverings (Award #PGB 23200; Group #2600 for carpet installation at 30 S. Cayuga, Williamsville, NY 14221. This is subject to successful completion of the contract routing process.

3/11/2024
Consent

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

2. Resolution 2024-223

Emergency Purchase Revision Revise Previous Emergency Purchase 2023-853

Emergency Gas Line Replacement for This Portion of the Building was Estimated at $49,400- But the Actual Value of the Work was $65,128.00. Gas lines were found leaky upon pressure testing. National Fuel was forced to shut down gas service to the entire building until this work was completed.

3/11/2024
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2024-224

Budget Transfers and Amendments

To: Town Board
From: Office of Town Comptroller
Date: 03/06/2024
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 - 2024

FROM:	***TO:***
N2240.4000 HOME Housing Rehab $.40	N2254.4003 HOME Admin $.40

Requested per department.

BUDGET AMENDMENTS - 2023

INCREASE:	***INCREASE:***
N1042.05002 Amh Home- Health Ins. Contr $3,842.16	N1042.8050 Health Insurance $3,842.16

To recognize 3rd and 4th Qtr. 2023 employee health insurance contributions.

A3649.04589 ARPA- Federal Aid $28,984.50	A3649.2150 Bldg Improv & Equip $28,984.50

To recognize P.O. #2300496 and #2300496A.

3/11/2024
Consent

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

2. Resolution 2024-225

Check Signing 2024

BE IT RESOLVED that the Comptroller will counter sign all checks with the Supervisor, and that the Director of Finance will sign when the Comptroller or Supervisor is unavailable, and

BE IT FURTHER RESOLVED that the Supervisor and Comptroller be authorized to use facsimile signatures for signing checks, and

BE IT FURTHER RESOLVED that this resolution replaces Resolution 2024-12.

3/11/2024
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2024-226

Extend Bid #2022022 Town Wide Plumbing (Original CRS #3343/CRS #4642)

WHEREAS, Willett Builders, Inc. has agreed to extend the contract for Bid #2022002 Town Wide Plumbing, with a rate increase that corresponds to the increase in prevailing wage rates, as per the terms of the original bid; and

WHEREAS, the Contract Compliance and Administration Dept. recommends extending the contract according to those terms;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Willett Builders for the period March 27, 2024 through March 26, 2026; and

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

3/11/2024
Consent

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

2. Resolution 2024-227

Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651

WHEREAS, the lease of twelve (12) golf carts through Club Car was authorized on April 17, 2023 by Town Board resolution 2023-344; and

WHEREAS, an additional agreement with the leasing company is required for the lease of this equipment, in addition to the agreement with Club Car;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Lease Agreement with DLL Finance LLC for the lease of twelve (12) golf carts for the 2024-2026 seasons (18 payments); and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Town's Contract Routing System due to the need to receive the golf carts prior to the 2024 golf season; and

BE IT FURTHER RESOLVED, that the terms of the attached lease agreement are subject to review and approval by the town Attorney.

3/11/2024
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2024-228

Authorization to Accept Grant Funds from the Office of Parks, Recreation and Historic Preservation

RESOLVED, that the Town of Amherst applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") under the **Title 9 of the Environmental Protection Act of 1993** for the purpose of funding the development of a Splash Pad at Amherst Central Park;

RESOLVED, that the Town of Amherst is authorized and directed to accept these grant funds in an amount not to exceed $250,000 for the project described in the grant application;

RESOLVED, that the Town of Amherst is authorized and directed to agree to the terms and conditions of the State of New York Contract for Grants ("Contract") with OPRHP for such development of a Splash Pad at Amherst Central Park;

RESOLVED, that the Town of Amherst is authorized and directed to agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to real property owned by the municipality and improved by the grant funds, which may be a duly recorded public access covenant, conservation easement, and/or preservation covenant;

and

NOW THEREFORE BE IT RESOLVED, that the governing body of the municipality delegates signing authority to execute the Contract and any amendments thereto, any required deed of easement, and any other certifications to the individuals who hold the following elected or appointed municipal office and employment position titles: Supervisor and Coordinator of Federal and State Aid Programs.

3/11/2024
Consent

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

2. Resolution 2024-229

Authorization to Sign Grant Agreement with Office of Children and Family Services CRS #4625

Requesting the Town Board to authorize the Supervisor to sign a contract with New York State Office of Children and Family Services to receive grant funds for the Amherst Summer Camp Program- In State Transport, CRS #4625.

3/11/2024
Consent

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

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

L. FINANCE:

M. HIGHWAY

1. Resolution 2024-230

Travel Approval - Signal Shop - Highway Department

Please approve the attendance 0f two (2) employees from the Highway Department - Signal Division to attend the IMSA (International Municipal Signal Association) Class Traffic Signal Field Technician Level III certification course from March 18, 2024 to March 20, 2024 in Bordentown, New Jersey. These classes are necessary for the safety of our employees and to remain compliant with Federal and State guidelines and have certified personnel on staff. The cost is $2,711.83 to be charged to A3310 : 4040. Thank you!

3/11/2024
Consent

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

2. Resolution 2024-231

Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine Company (Original CRS #2557/CRS #4641)

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback the County of Monroe contract with CORFU MACHINE COMPANY, INC, 1977 Genesee Street, Corfu, New York 14036 to provide services and repairs of hydraulic cylinders.

The Monroe County and Corfu Machine Company Bid Reference #0206-21 for repair of Hydraulic Cylinders. Contract term extension is 4/1/21 through 3/31/2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4641) and the approval of the Town Attorney.

3/11/2024
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2024-232

Public Safety Dispatcher/Police Department

Please appoint a Public Safety Dispatcher to the Police Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 12, 2024 at an annual salary of $49,206, Grade 13, Step A for Madison Finkney.

Contingent upon completing all pre-employment requirements and Erie County Civil Service Rules and Regulations.

3/11/2024
Consent

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

2. Resolution 2024-233

Principal Clerk Typist/Police Department

Please appoint a principal Clerk Typist to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an annual salary of $46,326, Grade 7, Step E for Pamela Thurston.

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

3/11/2024
Consent

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

3. Resolution 2024-234

Senior Laboratory Technician (Environmental Chemistry)/Eng.-Plant #16

Please appoint a Senior Laboratory Technician (Environmental Chemistry) to the Engineering Department -Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an annual salary of $57,713, Grade 12, Step E for James Rickus.

This is a promotion for an employee currently serving as a Laboratory Technician (Environmental Chemistry).

3/11/2024
Consent

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

4. Resolution 2024-235

Senior Laboratory Technician (Environmental Chemistry)/Eng.-Plant #16

Please appoint a Senior Laboratory Technician (Environmental Chemistry) to the Engineering Department -Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an annual salary of $52,850, Grade 12, Step C for Deanna Winkowski.

This is a promotion for an employee currently serving as a Laboratory Technician (Environmental Chemistry).

3/11/2024
Consent

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

5. Resolution 2024-236

Messenger/Youth & Recreation Department

Please appoint a Messenger to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an hourly rate of $15.24, Step A for Ann Boyle.

3/11/2024
Consent

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

6. Resolution 2024-237

Laborer/Youth & Recreation Department

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an hourly rate of $17.40 ph, Step A.

Replacing an employee who was separated from service.

RESULT:	**WITHDRAWN**

7. Resolution 2024-238

Food Service Manager/Senior Services

Please appoint a Food Service Manager to the Senior Services Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an annual salary of $49,943, Grade 12, Step B for Jamie Sullivan.

Replacing an employee who retired.

3/11/2024
Consent

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

8. Resolution 2024-239

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an annual salary of $100,741 Bret Seifert.

This appointment fills a vacancy from a retirement and is a promotion for an employee serving as Police Officer.

3/11/2024
Consent

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

9. Resolution 2024-240

Nutrition Site Coordinator - PT/Senior Services

Please appoint a Nutrition Site Coordinator - PT to the Senior Services Department. Effective March 12, 2024 at an hourly rate of $18.10, Step 3 for Christin Estrada. Pending Jurisdictional Classification.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

3/11/2024
Consent

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

10. Resolution 2024-241

Wastewater Treatment Plant Operator -Trainee/Eng.-Plant #16

Please reappoint a Wastewater Treatment Plant Operator -Trainee to the Engineering Department-Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 12, 2024 at an hourly rate of $24.26, Grade IV, Step 1 for Daniel Berke.

This is a reappointment of the employee currently serving Provisionally.

3/11/2024
Consent

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

11. Resolution 2024-242

Leave of Absence Without Pay-Police Department

Please authorize a Leave of Absence Without Pay for Military Duty, to Jacob Wixom, Police Officer in the Police Department. Effective May 18, 2024 through September 30, 2025.

3/11/2024
Consent

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

12. Resolution 2024-243

Laborer/Building Maintenance-Facilities

Please appoint a Laborer to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an hourly rate of $17.40, Grade 3, Step A for Samuel Lunetta.

Contingent upon completing all pre-employment requirements.

Replacing an employee who was promoted due to a Retirement.

3/11/2024
Consent

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

13. Resolution 2024-244

Maintenance Worker/Building Maintenance/Facilities

Please appoint a Maintenance Worker to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an hourly rate of $25.04, Grade 4, Step I for Jason Cassiol.

This is a promotion for an employee who is transferring from another department currently serving as a Laborer. Filling a position due to a transfer of an employee to another department.

3/11/2024
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2024-245

Comtec of WNY CRS #4588

Please authorize the Supervisor to sign an agreement with Comtec of WNY Inc. This agreement is for regular and emergency rates should there be a fiber optic cable service disruption. This agreement will expire on March 20, 2025.

Contract 4588 has successfully completed the Contract Routing System approval process.

3/11/2024
Consent

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

2. Resolution 2024-246

Request to Use Additional Trust and Agency Funds - Account T4011

In February the Town Board authorized $750 in Trust and Agency funds for the purchase of assistive audio equipment (Resolution 2024-162).

At this time we respectfully request approval to spend an additional $1000 for backup equipment for Council Chambers audio visual equipment.

As of March 5, 2024 the account balance was $78,440.55.

3/11/2024
Consent

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

P. PLANNING:

1. Resolution 2024-247

To Authorize the Town Supervisor to Enter into a Subrecipient Agreement with the Town of Cheektowaga for the Management of Activities Funded through the HOME Investment Partnership Program CRS #4636

WHEREAS, the Town of Amherst acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Subrecipient Agreements with the other member towns to include a more precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Subrecipient Agreement with the Town of Cheektowaga for the 2024-25 Community Development program year.

3/11/2024
Consent

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

2. Resolution 2024-248

To Authorize the Town Supervisor to Enter into a Subrecipient Agreement with the Town of Tonawanda for the Management of Activities Funded through the HOME Investment Partnership Program CRS #4657

WHEREAS, the Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Subrecipient Agreements with the other member towns to include a precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Subrecipient Agreement with the Town of Tonawanda for the 2024-25 Community Development program year.

3/11/2024

Consent

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

Q. POLICE:

1. Resolution 2024-249

Contract Amendment Psychological Testing for Police Officers (Original CRS #4032/CRS #4587) University Psychiatric Practice, Inc.

TOWN BOARD AGENDA ITEM: MARCH 11, 2024

TO: **Town Board**

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

RE: **Contract Amendment**
Psychological Testing for Police Officers
(Original CRS #4032/CRS #4587)
University Psychiatric Practice, Inc.

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract amendment between the Town of Amherst (Police) and University Psychiatric Practice, Inc. with regard to the above-entitled matter. The original contract (CRS #4032) was approved on May 8, 2023 (TB Resolution #2023-450). This contract amendment allows for a two year time extension of the original contract. This contract amendment has successfully completed the Contract Routing System.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 11, 2024)**

3/11/2024
Consent

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2024-250

Gorman Rupp Pump Parts Siewert Equipment, LLC CRS - 4645

The Engineering Department WPCF is seeking approval to order pump parts to repair Gorman Rupp pumps within our plant and throughout the Town of Amherst in our lift stations. Gorman Rupp original equipment manufactured parts are available through a "Sole Source" provider, which is Siewert Equipment, LLC.

The WPCF is requesting that the Town Board authorize the Supervisor to sign an agreement to procure the require parts listed on Siewert Equipment quote QTRoch07234, Dated 02/23/2024 at the cost of $29,915.30 plus freight.

The WPCF would also ask the Town Board for a waiver from insurance requirements, as Siewert Equipment would utilize a third party delivery service.

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

Funds will be available in G9916-4929 & 2600

Thank you for considering this request.

3/11/2024
Consent

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

2. Resolution 2024-251

TOA Bid 2023046 Calcium Nitrate, Bid Extension Thatcher Company of New York, Inc. (Original CRS #4413/CRS #4640)

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Thatcher Company of New York, Inc. The terms and conditions within Town of Amherst Bid 2023046 Calcium Nitrate will remain the same. The term of this contract extension will run from June 06, 2024 and run through December 05, 2024.

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

Funds for this request are available in G9916-4800

Thank you for considering this request.

3/11/2024
Consent

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

3. Resolution 2024-252

WPCF – OSHA Safety Training Classes Dival Safety Equipment, Inc. CRS - 4608

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to sign the attached agreement with Dival Safety Equipment, Inc. This would be for the training services listed on the attached quote dated January 30, 2024 with a cost of $8,225.00. This contract will be valid from date of Town Board Approval by the Town of Amherst through September 30, 2024.

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

Funds for this request are available in G9916-4850/4870

Thank you for considering this request.

3/11/2024
Consent

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

4. Resolution 2024-253

WPCF Laboratory Calibration Services Precision Scale & Balance CRS - 4639

The Engineering Department, WPCF division is required to have periodic inspections, calibrations, and services performed to our laboratory scales and balances. We would like to enter into a term agreement to provide these services.

The WPCF is requesting that the Town Board authorize the Supervisor to sign an agreement with Precision Scale & Balance to provide the services as described in their attached quote, dated January 23, 2024. The term of this contract will be from date of Town Board approval by the Town of Amherst through December 31, 2025 and will not exceed $5,000.00.

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

Funds will be available in G9916-4860.

Thank you for considering this request.

3/11/2024
Consent

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

5. Resolution 2024-254

Purchase of 1-Year Subscription for Mitchell1 ProDemand Online Service Manual CRS No. 4605

We respectfully request the Town Board to approve payment to Mitchell1 in order to renew our online subscription of Automotive Service/Repair Manuals for vehicle maintenance and repairs. The online subscription provides important software-driven diagnostic tools for the Engineering Department. The total amount for the 1-year subscription is $2,640.00.

We are also requesting an insurance waiver as this is for an online-only subscription and Mitchell1 will not have access to Town network. Funding will be available from the Sewer Maintenance account G 9000 - 4240.

This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

3/11/2024
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2024-255

Youth Leadership Development Program - CRS #4593

Authorize the Supervisor to sign an Agreement between the Town of Amherst (Youth & Recreation Department) and the Amherst Youth Foundation, Inc. for a Youth Leadership Development Program.

3/11/2024
Consent

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

2. Resolution 2024-256

Northtown Center Water Treatment (MIS) - CRS #4594

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and MIS of America for chemical treatment of the water towers at the Northtown Center at Amherst.

3/11/2024
Consent

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

3. Resolution 2024-257

Onsite Coordination (Dana Heights) - CRS #4570

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Parkitects for installation supervision of the Dana Heights playground.

3/11/2024
Consent

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

4. Resolution 2024-258

Onsite Coordination (Bedford) - CRS #4571

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Parkitects for installation supervision of the Bedford Park/Willow Ridge playground.

3/11/2024
Consent

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

5. Resolution 2024-259

Amendment of Agreement (EC DSS) (Original CRS #4328/CRS #4637)

Authorize the Supervisor to sign an amendment between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) to original contract CRS #4328 to include payment for temporary absences.

3/11/2024
Consent

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

6. Resolution 2024-260

Contract Amendment (RC Systems) - (Original CRS #4504/CRS #4650)

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and RC Systems, Inc., amending original contract CRS #4504 to increase web hosting capacity.

3/11/2024
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2024-17

Notice of Claim: Mary Ann Sole Vs. Town of Amherst

3/11/2024
Referred to Town Attorney

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

2. Communication 2024-18

Notice of Claim: Tammy M. Ulrich Vs. Town of Amherst

3/11/2024
Referred to Town Attorney

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

3. Communication 2024-19

Notice of Claim: Anthony D'Agostino Vs. Town of Amherst

3/11/2024
Referred to Town Attorney

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

4. Communication 2024-20

Notice of Claim: Jessica M. Petteys Vs. Town of Amherst

3/11/2024
Referred to Town Attorney

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

5. Communication 2024-21

Summons and Complaint: Marcus Elliot Jr., an Infant by Marcus Elliot Sr., as Parent and Natural Guardian Vs. Town of Amherst

3/11/2024
Referred to Town Attorney

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

6. Communication 2024-22

Summons and Complaint: U.S. Bank Trust National Association Vs. Town of Amherst Et Al.

3/11/2024
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:46 PM.

The following speakers addressed the Town Board:
Jane Cox, 4584 Harlem Rd - Resolution 2024-116
Kathy Aquilina, 215 Maple Rd - MusicalFare
Tom Frank, 5403 Main Street - Glen Park Joint Board and Historic Preservation Commission
Geri DiCosmo, 278 Meyer Rd - Resolution 2024-116
Joe Voytovich, 35 Bucyrus Dr - Open Government Advisory Board
Andrea Morgante, 253 Woodshire Ct - Resolution 2024-116
Shelly Schratz, 1952 Kensington Ave - Board listening to residents
Judy Ferraro, 213 Donna Lea Blvd - Westwood
Chris Drongosky, Youngs Rd - decorum and Recreation Commission
Fred Lenz, 64 Chateau Ter E - sound system and 22 Chateau garage
Tom Weisbeck, 48 Drawbridge Ct - 22 Chateau
Samantha Smith, 60 Fruehauf Ave - 22 Chateau
Dave Howard, 194 Roycroft Blvd - streetlights and MusicalFare
Keith Bailey, 2185 Hopkins Rd - reassessments
Allison Sagraves, 171 Amherstdale Rd - Resolution 2024-116
Dennis Hoban, 216 California Dr - tax increase and spending
Michelle Coffey, 736 N French Rd - reassessments
Harry Conomos, 138 California Dr - budget and spending
Isabell Posner, 317 Ruskin Rd - transparency

There were no further speakers from the public, therefore Supervisor Kulpa moved to close

Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 9:23 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 5-0. The Town Board meeting of March 11, 2024 was adjourned at 9:38 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28702 **RESOLUTION 2024-208** **ADOPTED**

59 Kaymar Drive Parking Restriction

A public hearing to restrict parking on the inside of a curve along Kaymar Drive along 59 Kaymar Drive.

"Parking is hereby restricted on the inside curve of Kaymar Drive along 59 Kaymar Drive beginning at the curb's point of curvature on the north side of 59 Kaymar Drive, along the curve and ending at a point that is approximately 20 feet beyond the point of tangency for a total distance of 125 feet."

3/11/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Chris Schregel, Traffic-Safety Coordinator, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was closed at 7:08 PM.

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

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28700 **RESOLUTION 2024-209** **DECISION DATE**

1635 North French Road Rezoning

Request to rezone 1635 North French Road from R-3 to NB.

3/11/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:09 PM.

Ari Goldberg, Esq. and Torey Hirsch, presented and answered questions.

The following speakers raised concerns:
Michelle Coffey, 736 N French Rd
Dennis Miranda, 33 Landings Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the March 25th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:30 PM.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 3/25/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direct

Daniel J. Ulatowski,
Assistant Planning D

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

Town Board Agenda of March 11, 2024

March 5, 2024

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

Subject: Request to rezone 1.03± acres of land from R-3 to NB; Property located at 1635 North French Road, Torey L. Hirsch, Sr. Petitioner. (Z-2023-10)

Honorable Members:

The subject property is a 1.03± acre rectangular parcel located on the south side of North French Road, approximately 860 feet east of Campbell Boulevard. North French Road is an Erie County highway, designated as a collector roadway in Figure 9 of the Bicentennial Comprehensive Plan.

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

The purpose of this rezoning request is to improve 1635 North French with a 2-story mixed-use building comprised of 9,640 s.f. of retail space and an upper-story residential use. The petitioner also proposes an internal vehicular connection between 1635 North French and 1639-1641 North French, an existing commercial use.

HISTORY OF PREVIOUS REZONING REQUESTS:

Rezoning of 1635 North French Road from Suburban Agriculture District (SA) to Residential District Three (R-3), and 1639-1641 North French Road to Community Facilities District (CF) was granted by the Town Board on June 3, 2002.

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 Neighborhood Business District (NB) zoning is consistent with the adopted Bicentennial Comprehensive Plan, as amended by the Town Board on August 17, 2023 for 5.1 ± acres of land from Commercial Office to Commercial / Mixed Use (BCPA-2022-02) for the subject parcels. The recent amendment to the Comprehensive Plan permits smaller commercial zoning in this area with the proposed development of office and retail space and upper-story residential uses.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

The proposed rezoning from R3 to NB is consistent with Section 1-2-2K of the Zoning Ordinance which seeks to guide the future development of the Town so as to bring about the gradual conformity of land and building uses in accordance with the objectives of the Comprehensive Plan. A full consistency review for all applicable zoning regulations will take place during site plan review.

Honorable Town Board

Request to rezone 1.03± acres of land from R-3 to NB;
Property located at 1635 North French Road;
Agenda of March 11, 2024

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The proposed 2-story structure within the proposed commercial district is consistent with the variety of neighboring non-residential uses, which includes an existing node at the corner of North French Road and Campbell Boulevard zoned Motor Service District (MS), General Business District (GB) and New Community District – B2 (NCD-B2), the Hindu Cultural Society of WNY to the west zoned CF, and the Town soccer complex to the east zoned Recreation Conservation District (CF), as well as the adjoining commercial property owned by the petitioner at 1639-1641 North French. Uses and zoning on the north side of North French Road in the immediate vicinity are single family residential and zoned R3. The subject property is the only single-family structure on the south side of North French between Campbell Boulevard and the I-990. The zoning request to a commercial use district would be generally compatible with the neighboring development on the south side of North French between Campbell Boulevard and the I-990.

ADEQUATE SERVICES AND UTILITIES

Services and utilities necessary for the proposed change in land use must be evaluated as the Engineering Department has indicated that a Downstream Sewer Capacity Analysis will be required.

RECOMMENDATION

The Planning Board at their meeting of January 18, 2024 held a public hearing on the subject rezoning request and recommended that subsequent to completing the requirements of SEQR the pursuant to Local Law #3-82, that the Town Board approve the rezoning request with the following condition:

1. That any future site plan for development of 1635 North French Road include vehicular access to the adjoining parcel at 1639-1641 North French Road.

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/GP/ac
Att.
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_TB_Letter_031112024.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval January 18, 2024
Ayes 5; Noes 0; Absent 2 (Giuliani, Kahn)

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-10

JAN 24 2024 PM2

PETITIONER

Torey Hirsch
1635 North French Road
Amherst, NY 14068

PROPERTY LOCATION

1635 North French Road

WHEREAS the Town of Amherst Planning Board on Thursday, January 18, 2024 held a public hearing on the proposed rezoning of land from R-3 to NB, and

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

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

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

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

B. The proposal is consistent with the Conceptual Land Use Plan which shows Commercial/Mixed Use use in this area of the Town.

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

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

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

F. The proposed change does not tend to improve the balance of uses, or meets a specific demand in the Town.

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

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

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2023-10

JAN 24 2024 PM2:

PETITIONER

Torey Hirsch

PROPERTY LOCATION

1635 North French Road

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved with the following condition:

1. That any future site plan for development of 1635 North French Road include vehicular access to the adjoining parcel at 1639-1641 North French Road.

The foregoing resolution was adopted by the Town of Amherst Planning Board, January 18, 2024; moved by Penberthy; seconded by Raffaele; ayes 5, noes 0, absent 2 (Giuliani, Kahn).

Michael J. Chmiel, Planning Board Chair

1/24/24
Date

GP/ac
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_resolution_011824.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

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

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	**$1,250.**	$1,250.00
2 – 20 ACRES **$1,250 + $250/acre or fraction thereof over 2 acres** (fractions of an acre to be counted as 1 acre)		
21 – 30 ACRES **$5,700 + $150/acre or fraction thereof over 21 acres** (fractions of an acre to be counted as 1 acre)		
OVER 30 ACRES **$6,900 +$75/acre or fraction thereof over 30 acres** (fractions of an acre to be counted as 1 acre)		
Request for Relief of / Change to Conditions of Zoning Approval	**$1,200.**	
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15.**	$15.00
	TOTAL FEE:	**$** 1,265.00

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

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Torey Hirsch Sr. & Torey Hirsch Jr. Barclay Damon LLP as agent/attorney

Address: 200 Delaware Avenue, Suite 1200

Buffalo	NY	14202
City	State	Zip Code

Phone: (716) 858-3878 Fax (716) 566-4040

E Mail: agoldberg@barclaydamon.com / cauerbach@barclaydamon.com

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

From: R-3 District

To: NB - Neighborhood Business District

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

1635 North French Road

SBL #: 27.19-2-15.12

4. **Area of land to be rezoned** (in acres): +/- 1.03 acres

5. **Owner of Land**:

Name: Torey Hirsch Sr. & Torey Hirsch Jr.

Address: c/o Barclay Damon LLP

Buffalo	NY	14202
City	State	Zip Code

Phone: (716) 858-3878

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

Name: Ari Goldberg - Barclay Damon LLP

Address: 200 Delaware Avenue, Suite 1200

Buffalo	ny	14202
City	State	Zip Code

Phone: (716) 858-3878 Fax (716) 566-4040

E Mail: agoldberg@barclaydamon.com

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

7. Petitioner's interest in property

_____Option to purchase
x_____Owner
_____Other (explain) _____

8. The following are all others having an interest in this application and join herein with the petitioner named above: (describe extent of interest; attach sheets as needed)
N/A

9. Attach Survey and Legal description of land to be rezoned. The Survey must be prepared by a New York State Licensed Land Surveyor.

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

Liber _____ Page _____

11. Information on proposed project:

A. Description of the character of the proposed development: _____

1635 North French currently contains an underutilized, isolated dwelling while 1639-1641 North French contains a multitude of child-centric uses (gymnastics center, dance school, and a child care facility) and a high-end automobile storage facility. Owner seeks to rezone 1635 North French to NB to accommodate a 2-story mixed use building compromising 6,640 square feet of retail space on the first floor, 3,000 square feet of retail space on the second floor, and an owner/manager's suite on the second floor with a first floor garage. The redevelopment would also include 53 parking space, where a minimum of 52 are required. The subsequent development is an effort to align the use of 1635 of abutting. The Town Comprehensive Plan has been amended to support this request.

B. Rationale for rezoning request:

1. Why was this site chosen? _____
The site was chosen because it is an underutilized dwelling amongst Commercial properties.

2. Why cannot land be used with the existing zoning? _____
Currently 1635 North French is zoned R-3 while immediately abutting properties are commercial. Rezoning would accommodate redevelopment and more closely align the Property with existing and proposed uses in the area to create a walkable retail and commercial destination.

3. How will this rezoning impact surrounding properties? _____
Rezoning will provide an opportunity to interconnect properties and will enrich the diverse environment of the Town by adding walkable destinations.

4. How will this rezoning impact the school system? _____
One residential unit is proposed for subsequent redevelopment therefore no impact on number of students. Property value likely to increase.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

12. Quantitative Data:

A. Total # of dwelling units: 1

B. Distribution of dwelling units by type: 1 1BR unit

C. Gross Residential Density per acre: approx 1,600 SF per acre (1 unit)

D. Total amount of Open Space: approx 0.3 acres

E. Proposed Non-Residential Floor Area: 9,940

13. Development Schedule:

Start: 6-12 months after site plan approval

Finish: approx. 12-18 months after start

Stages (# of): 1

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

Units within the proposed development will be leased.

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

N/A

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

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

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

See attached analysis.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

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

   Cite all text, maps, or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.
   See attached analysis.

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:
   See attached analysis.

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

1. Sanitary Sewer Town facilities
2. Storm Sewer/Drainage Town facilities
3. Water Erie County Water Authority - Lease managed area
4. Other Lot already impacted and connected to conveyance/utility systems

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
See attached analysis.

D. Suitability of the subject property for uses permitted by the current versus the proposed district:
See attached analysis.

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
See attached analysis.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

17. The petitioner encloses herewith the sum of $1,265.00 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

Amy Kahl as agent/attorney
Signature of Petitioner

Subscribed and sworn to before me this 17th *day of* November, 2023

Notary Public, Erie County, New York Kathy K

KATHY KARASZEWSKI
Notary Public - State of New York
No. 01KA4981978
Qualified in Erie County
My Commission Expires May 28, 2027

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

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

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

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

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

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

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

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

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

Town Zoning Code Rezoning Analysis
1635 North French Road

Pursuant to § 203-8-3-5 of the Town of Amherst Zoning Code, Petitioner submits the following in support of its Application to rezone 1635 North French Road, SBL 27.19-2-15.12 ("Property") from Residential District 3 (R-3) to Neighborhood Business (NB).

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

1. State in detail why the proposed zoning is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan.

The requested rezoning furthers the Conceptual Land Use Plan of the Comprehensive Plan. The Conceptual Land Use Plan depicts a future pattern of land use in the Town, and it "is intended to communicate the overall direction and concept of future development." Comprehensive Plan Section 3.3. The Property's classification in Comprehensive Plan Figure 6, as amended, is "Commercial/Mixed Use" and therefore supports the rezoning to Neighborhood Business, which permits the proposed redevelopment. Town Zoning Code § 4-3. The rezoning is the Comprehensive Plan at work: it brings land use in the direction of the Conceptual Land Use Plan and results in a development that furthers Comprehensive Plan goals and policies.

The requested rezoning enhances livability of the area by redeveloping the Property as a community-facing commercial destination and by interconnecting the Property with the adjacent 1639-1641 North French, which has existing community-facing uses. This creates a pedestrian-friendly center with multiple destinations and brings the community uses closer to the street level to enhance access, which aligns the Property use with the future designation of North French as a "Minor Arterial." Compressive Plan Goal 6-2, Figure 9. The rezone would enhance community life with a neighborhood commercial destination that contributes to making Amherst an exceptional place to live and raise a family. Comprehensive Plan Section 2.2. Relatedly, in enhancing the area's livability in an area of the Town near the University at Buffalo, that area becomes more attractive for educated professionals and young graduates entering the workforce. The rezoning capitalizes on the presence of UB. Comprehensive Plan Goal 5.2, Policy 5-1.

The rezoning offers economic development in balance with livability. The Property is already disturbed so redevelopment minimizes impact. Comprehensive Plan Policy 5-5, Policy 5-6. A shared access way within the development further minimizes transportation impacts. The rezoning occurs along a suburban corridor, and the redevelopment aligns the property use with the purpose of a suburban corridor. Comprehensive Plan Sec 3.3.2 (discussing

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

suburban corridors"), Figure 6-A (designating the nearby corner of Campbell/North French as a suburban corridor), Figure 10. As stated above, it also the Future Thoroughfare System of the Town, which classifies North French as a "minor arterial." Comprehensive Plan Figure 9.

The requested rezoning is consistent with the shared direction outlined in the Comprehensive Plan by strengthening the tax base, diversifying the economy and reinvigorating an underutilized parcel at 1635 North French in a vital suburban corridor with a community amenity. The requested rezoning may also catalyze appropriate growth in the surrounding area. Comprehensive Plan Section 2.2, Policy 5-5, Policy 5-6. While not specifically called out in the Northwest Amherst Focal Planning Area, the community oriented development at this location on North French can help spur planning in the adjacent Northwest Amherst. Comprehensive Plan Section 10.1.2, Figure 15. The Property is located in the North Amherst Focal planning Area, specifically where the planning goal is to "stabilize and maintain existing residential fabric." Comprehensive Plan Figure 18. The rezoning removes the R3 designation. But the zone change is on a property not part of any specific neighborhood and the zone change is only to Neighborhood Business, which permits community centric commercial uses. Zoning Code § 4-3. The fabric is not just stabilized and maintained but enhanced by revitalization of this underutilized Property that will host neighborhood commercial uses.

Lastly, the rezoning is consistent with the Revitalization Key Initiative because it redevelops an underutilized parcel with an appropriate neighborhood commercial destination that enhances connectivity to complimentary adjacent uses and surrounding residential areas. Comprehensive Plan Section 2.3.

2. **Pursuant to New York State Town Law § 272a(11) . . . . cite all text, map, and/or figures that must be amended to support the proposed zoning at this location.**

   The proposed rezoning will require a Local Law amending Chapter 203 of the Town of Amherst Code to rezone the Property from R3 Residential District Three to NB Neighborhood Business and to Amend the Zoning Map accordingly.

3. **State why the proposed zoning is consistent with intent and objections of § 203-1-2-2 of the Zoning Code.**

   This rezoning request will strategically align the Property with surrounding uses and provides for an opportunity to create an interconnected community facing destination. Additionally, as mentioned above, the rezoning further the goals and policies of the Comprehensive Plan.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

B. Whether or not there are adequate services and utilities available or proposed to be made available in the construction of the development;

Adequate services exist. The Property is already impact as is the entirety of the area. The rezoning and subsequent redevelopment of the Property may increase services and utilities demand. This is not anticipated to be a substantial impact. Applicant will obtain all necessary connection permits, and required State Environmental Quality Review Act (SEQRA) environmental review will encompass referral to municipal departments and other government agencies responsible for services and utilities. This rezoning supports further municipal efforts set forth in Comprehensive Plan Policy 7-3 and corresponding Comprehensive Plan amendment made in support of that Policy.

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood; and

Nearly all of the properties surrounding the Property are commercial mixed use properties including the abutting 1639-1641 North French and 1573-1595 North French, both zoned CF – Community Facilities.[1] Rezoning the Property to Neighborhood Business is a reasonable extension of this commercial area and revitalizes the Property with a neighborhood commercial destination. The rezoning and redevelopment allows the opportunity to interconnect the Property with 1639-1641 North French, align the Property's uses to neighborhood focused commercial services similar to the abutting 1639-1641 North French, and support the adjacent recreational, community, and neighborhood uses.

The Neighborhood Business designation is also more limited than a traditional commercial zoning only certain specific uses permitted. Town Zoning Code § 4-3-2.A. This requested change in zoning mitigates impact.

D. Suitability of the subject property for uses permitted by the current versus the proposed district.

Currently, the Property is zoned R3 and is an isolated, underutilized parcel between a commercial plaza and religious facility along a suburban corridor. Rezoning the Property would result in an interconnected development with walkable, neighborhood services permitted as of right and attractive to adjacent residential areas, community facilities, and recreational amenities. Rezoning will create a neighborhood commercial center that is compatible with surrounding uses. The Property's classification in Comprehensive Plan Figure 6, as amended, is "Commercial/Mixed Use" and therefore supports the rezoning and application of the Neighborhood Business section of the Zoning Code.

[1] 1573-1595 North French is dual zoned, and the CF Portion borders the Property.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town.

The proposed change enhances marketability, rezoning it to meet the needs of a changing real estate market. The rezoning also bring the property into conformity with surrounding parcels. It provides an opportunity to reactivate the already impacted Property with community centric uses. See Section A above for further demands met by the proposed rezoning.

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:
1635 North French Road Town of Amherst Rezoning and Site Development

Project Location (describe, and attach a location map):
1635 North French Road

Brief Description of Proposed Action:
Rezoning of 1635 North French to NB - Neighborhood Business, and subsequent construction of two-story, approximately 12,000 SF mixed-use building (9,445 SF retail with remaining square footage for owner/manager's suite) and associated parking. The proposed action has been defined broadly to include all site clearing and construction activities.

Name of Applicant or Sponsor:	Telephone: (716) 858-3878
Torey Hirsch Sr. & Torey Hirsch Jr. by Barclay Damon LLP as agent/attorney	E-Mail: agoldberg@barclaydamon.com

Address:
200 Delaware Avenue, Suite 1200

City/PO:	State:	Zip Code:
Buffalo	NY	14202

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

3. a. Total acreage of the site of the proposed action? +/-1.03 acres
   b. Total acreage to be physically disturbed? +/ 0.9 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 5.1 acres

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

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

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☑	☐	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

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

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

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

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

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

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

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

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☐	☑
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		
If the proposed action is within 500 feet of a wetland or waterbody the EAF Mapper tool will automatically check "yes" on the pdf of the SEAF. There are no wetlands or waterbodies on 1635 North French and a small section of the southwest corner of 1639-1641 North French contains a federal wetland. South of the properties are federal wetlands and a class C steam (Town Ditch 4). East of the properties (across the 990) is State Wetland TE-18, but none of the properties are even within the buffer zone. The forested shrub wetland in the southwest corner of 1639-1641 North French will not be disturbed		

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

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

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

	NO	YES
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	☑	☐
16. Is the project site located in the 100-year flood plan?	☑	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources?	☐	☑
If Yes,		
a. Will storm water discharges flow to adjacent properties? Proposed action may connect to abutting retention pond	☐	☑
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☑
If Yes, briefly describe: Town storm sewer and/or connection to immediately abutting retention pond on 1639-1641 North French (also owned by Petitioner).		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	☑	☐
~~19~~. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	☑	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	☑	☐

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

Applicant/sponsor/name: Torey Hirsch Sr. & Torey Hirsch Jr. by Barclay Damon LLP Date: November 20, 2023

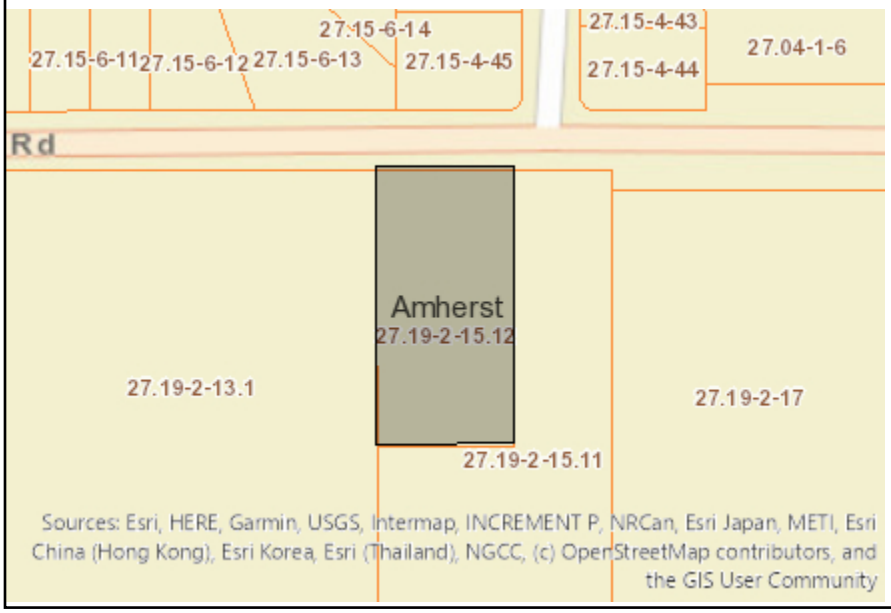
Signature: [signature] Title: agent/attorney

PRINT FORM

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

EAF Mapper Summary Report

Friday, November 17, 2023 9:12 AM



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

Part 1 / Question 7 [Critical Environmental Area]	No
Part 1 / Question 12a [National or State Register of Historic Places or State Eligible Sites]	No
Part 1 / Question 12b [Archeological Sites]	No
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	No
Part 1 / Question 16 [100 Year Flood Plain]	No
Part 1 / Question 20 [Remediation Site]	No

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

TOWN OF AMHERST
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM
-- ADDENDUM --

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
LC - Lamson very fine sandy loam	severe	severe	severe	severe	severe
Mh - Minoa very fine sandy loam	severe	severe	severe	severe	severe
Sw - Swormville clay Loam	severe	severe	severe	severe	severe

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

_____ Geotechnical report attached X Not applicable

Petitioner will procure prior to Site Plan

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

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

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

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
_____
_____

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

Describe_____
_____

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

7. Maximum number of vehicular trips to be generated per peak hour upon completion of project 15-25
Source: ITE 10th ed.

There are no currer prospective tenants 1635 redevelopmer 1639-1641 traffic nc subject to change.

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

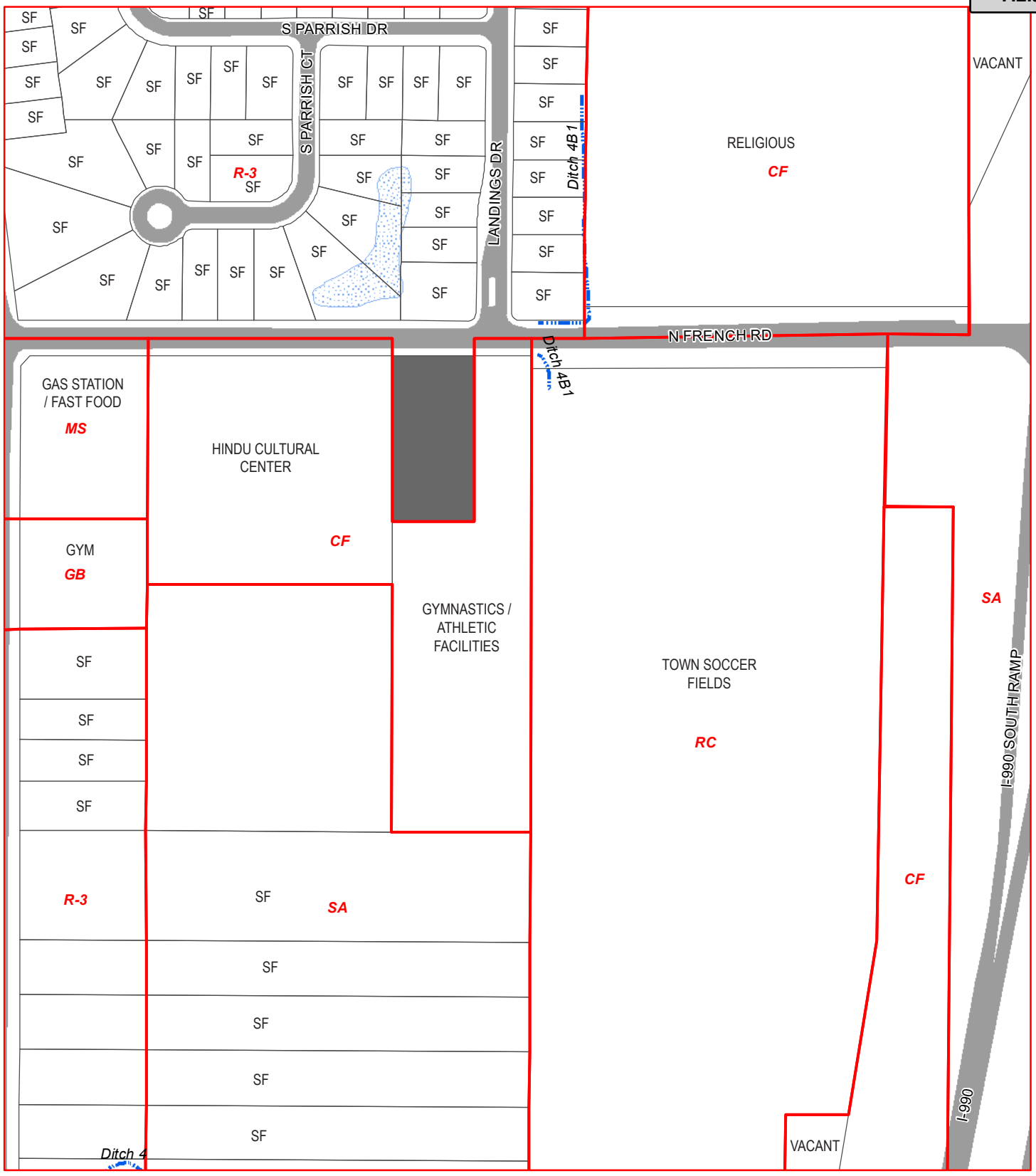
9. Does the project propose to connect and be tributary to the public sanitary sewer system? ☑ Yes ☐ No

10. Proposed net additional gallons per day (gpd) of sanitary sewer discharge upon completion of project:
+/- 1,200 average flow +/- 1,200 peak flow.

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

11. Based on the Town's *2011 Reconnaissance Level Survey of Historic Resources,* is your property 'blue-rated' for historic significance? ☐ Yes ☑ No

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)



Z-2023-10

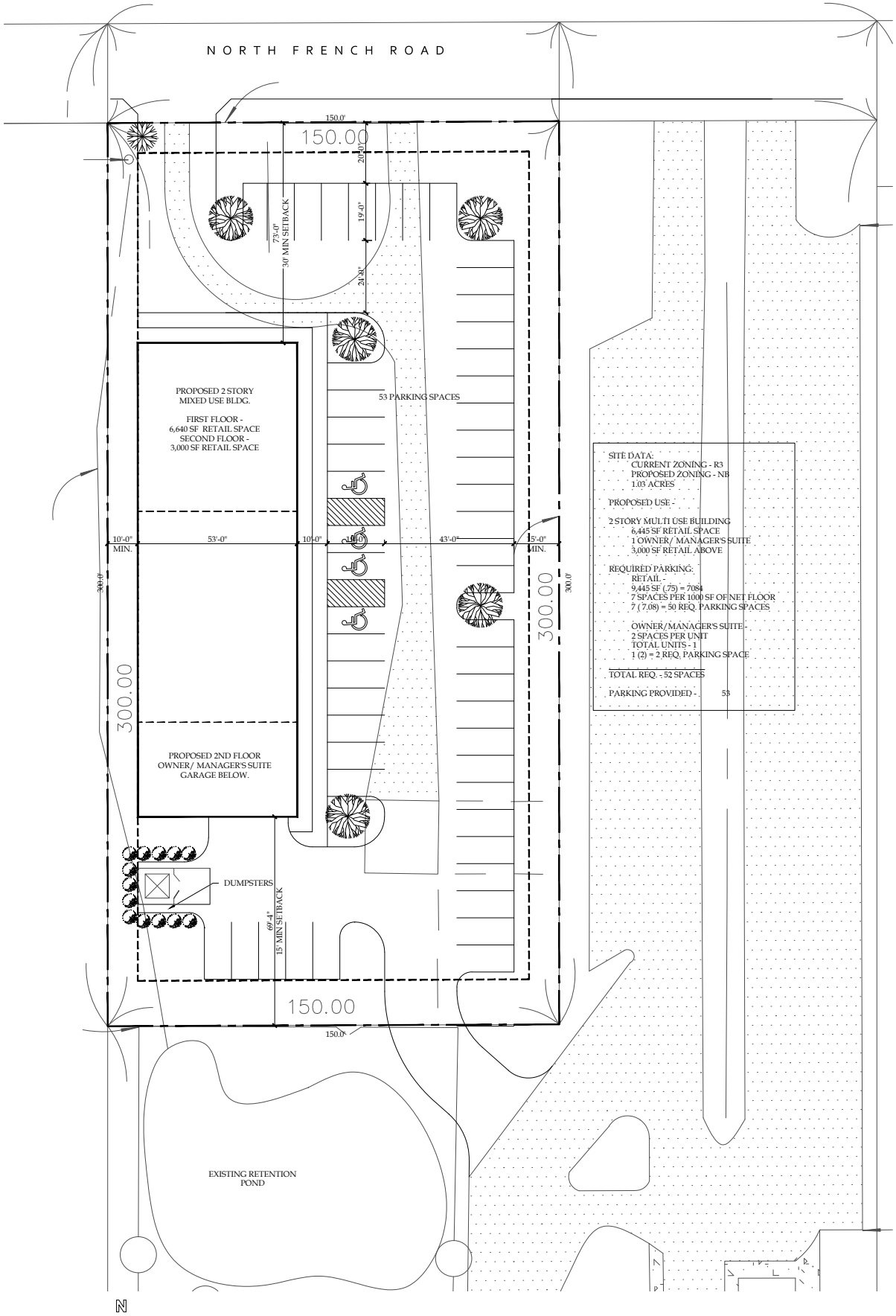
Request to Rezone 1.03+/- Acres of Land from R-3 to NB
Property Located at 1635 North French Road
Torey Hirsch, Petitioner

January 18, 2024

1635 North French Road

Prepared by the Town of Amherst Planning Department

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)



CONCEPT PLAN

Z-2023-10
1635 North French Road

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

Z-2023-10

Request to Rezone 1.03+/- Acres of Land from R-3 to NB
Property Located at 1635 North French Road
Torey Hirsch, Petitioner

January 18, 2024

1635 North French Road

Prepared by the Town of Amherst Planning Department

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

Amherst

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

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

RECEIVED
JAN 17 2024
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

November 21, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP

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

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB, Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: DSCA will be required before sanitary sewer approvals.

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

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

Signature: _____ **Date:** 12/21/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

SITE PLAN OR ZONING REFERRAL TO COUNTY OF ERIE, NY AND REPLY TO MUNICIPALITY

Note: Please complete and send one copy with attachments to Erie County Division of Planning, Room 1053, 95 Franklin Street, Buffalo, N.Y. 14202. Retain a copy for your files.

DO NOT WRITE IN THIS SPACE

Case No.: ZR-23-683

Received: 11/22/2023

The proposed action described herein is referred in accordance with the provisions of the General Municipal Law, which provides that if no reply is received in 30 days after receipt of full information including a SEQR EAF if applicable, the municipal agency may take final action without considering such reply. If, however, reply is received at any time prior to municipal action, such reply must be considered.

Description of Proposed Action

1. Name of Municipality: Town of Amherst

2. Hearing Schedule: **Date** 01/18/2024 **Time** 6:30 pm **Location** 5583 Main St., Wmsvl., NY

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

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

☐ Site Plan ☐ Variance ☐ Special Use Permit ☐ Other

5. Location of Property: ☐ Entire Municipality ☒ Specific as follows: 1635 North French Road

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

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

7. Proposed change or use: Rezone 1.03 acres of land from Residential District Three (R#) to Neighborhood Business District (NB)

8. Other remarks: (ID#, SBL#, etc.) Z-2023-10, SBL# 27.19-2-15.12

9. Submitted by: Scott A. Marshall, Principal Planner **Date:** 11/21/2023

Mailing Address:

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 11/22/2023**. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

1. ☐ **The proposed action is not subject to review under the law.**
2. ☐ **Form ZR-3, Comment on Proposed Action is attached hereto.**
3. ☐ **The proposed action is subject to review; the Division makes the recommendation shown on Form ZR-4, Recommendation on Proposed Action, which is attached hereto.**
4. ☒ **No recommendation; proposed action has been reviewed and determined to be of local concern**

By the Division of Planning: Dan M. Hall **Date:** 12/21/2023

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

COUNTY OF ERIE

DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF PLANNING AND COMMUNITY DEVELOPMENT

DANIEL R. CASTLE, AICP, COMMISSIONER

THOMAS E. BAINES, ESQ., DEPUTY COMMISSIONER

December 21, 2023

Mr. Scott Marshall
Principal Planner
Town of Amherst Planning Department
5583 Main Street
Williamsville, NY 14221

Re: Proposed Restaurant/Retail Building
Location: 1635 North French Road, Town of Amherst
Review No.: SP-23-683

Pursuant to New York General Municipal Law (GML) Section 239(m), the Erie County Department of Environment and Planning (DEP) has reviewed the above-referenced project referred by the Town of Amherst on November 22, 2023, and offers the following comments:

- As the applicant moves forward through site plan review, it should consider revising its plans to remove the proposed entrance/exit on North French Road. There is an existing curb cut/driveway for the existing residential structure. However, adding a vehicle entrance that will accommodate the proposed new retail businesses in this location could be problematic due to the close location of several other curb cuts, and this section of North French Road's relatively high traffic volume given its proximity to I-990 on/off-ramps. To reduce additional points of conflict, the applicant should consider using as its main access point the existing entrance/exit on its adjacent 1639 North French Road parcel, which is approximately 150' to the east and sits nearly parallel with Landings Drive to the north.

This review pertains to the above-referenced referral submitted to Erie County DEP. This letter should not be considered sufficient for any County approvals. The applicant and/or its contractors must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,

David Hall
Senior Planner

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

TOWN OF AMHERST

ASSESSOR'S OFFICE

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

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

MEMORANDUM

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

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: December 5, 2023

SUBJECT: Request to Rezone 1.13±Acres of Land from R3 to NB,Z-2023-10
Property Location: **1635 North French Rd.**
Petitioner: **Torey Hirsch Sr. & Torey Hirsch Jr**

Assessor agrees with all statements made

cc: Torey L. Hirsch, 1641 North French Rd., Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Ste 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Hwy, Amherst, NY 14221

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

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

December 7, 2023

TLH Property Management Inc.
Torey L. Hirsch
1641 North French Road
Getzville, NY 14068

SUBJECT:	Rezoning Application Review	**Z-2023-10**
	Request:	Rezone 1.13± Acres from R-3 to NB
	Property located at:	**1635 North French Road**
	Application received:	November 20, 2023
	Representative:	Ari Goldberg, Barclay Damon LLP

Dear Mr. Hirsch,

Please consider the following comments:

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

2. The following items on the Short Environmental Assessment Form – Part 1 are not correct and need to be amended:
   - Item 5.a. The proposed change in use to a mixed-use building (including retail space) is not a permitted Action. The answer to this item is "No".
   - Please clarify the number of anticipated vehicular trips (existing and after proposed buildout). The note on Town of Amherst EAF Addendum is not clear.

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

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

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

Very truly yours,

for Daniel C. Howard, AICP
Planning Director

DH/SM/GP/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Pln_Review_12012023.docc

cc: Torey L. Hirsch, 1641 North French Road, Getzville, NY 14068
Ari Goldberg, Barclay Damon LLP, 200 Delaware Ave., Suite 1200, Buffalo, NY 14202

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

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

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

RECEIVED
DEC 01 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

November 21, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP

RECEIVED
NOV 22 2023
TOWN ATTORNEY

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

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB, Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., PETITIONER.

REVIEW:

Do you agree with all statements made? yes.

If you do not, briefly state why: _____

General comments relative to your agency interests: N. French not a town Road so no issues of maintenance for the Ditch.

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

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

Signature: Nora B Robshaw **Date:** 11/29/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

Amherst

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

RECEIVED
DEC 01 2023
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM

November 21, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP

RECEIVED
NOV 22 2023
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB**, **Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., PETITIONER.

REVIEW:

Do you agree with all statements made? No objections

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Signature: Krista B Halt **Date:** 12/1/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

Amherst

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

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

RECEIVED
NOV 29 2023
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

November 21, 2023

Form TO:

Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP

RECEIVED
NOV 22 2023
TOWN ATTORNEY

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

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB, Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., PETITIONER.

REVIEW:

Do you agree with all statements made? Form of Local Law is acceptable.

If you do not, briefly state why: _____

_____

General comments relative to your agency interests: _____

_____

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

_____

_____

_____

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

Signature: _____ **Date:** 11/27/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

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, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Superintendent of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP

RECEIVED
NOV 29 2023
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB**, **Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., PETITIONER.

REVIEW:

Do you agree with all statements made? No

If you do not, briefly state why: SEE BELOW

General comments relative to your agency interests: _____

If improvements are required involving your agency, please state schedule for completion (sewer construction, road widening, etc.) The Amherst Traffic Safety Board (ATSB) repeatedly reviews traffic safety related con ns related to the number of access and conflict points on N. French Road in this immediate a. ATSB does not agree with the addition of another driveway in this area, and recommend at access management techniques such as driveway consolidation be pursued.

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

Signature: _____ **Date:** 11/28/23

C. SCHREGEL

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

Amherst

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

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

MEMORANDUM

November 21, 2023

TO: Tim Koller, Deputy Town Clerk
Daniel J. Ulatowski, AICP, Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
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Krista Halt, Senior Fire Inspector (c/o Bldg)
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP

RECEIVED
NOV 22 2023
TOWN OF AMHERST
BUILDING DEPT

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

SUBJECT: REQUEST TO REZONE 1.13± ACRES OF LAND FROM **R3** TO **NB**, **Z-2023-10**; PROPERTY LOCATED AT **1635 NORTH FRENCH ROAD**. TOREY HIRSCH SR. & TOREY HIRSCH JR., PETITIONER.

REVIEW:

Do you agree with all statements made? yes.

If you do not, briefly state why: _____

_____.

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

_____.

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

_____

_____

_____.

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

Signature: Doug Gesel **Date:** 11/27/23

DU/SM/bf
X:\Current_Planning\Files\Rezonings\2023\Z-2023-10_(1635_N_French_Rd)_2023\Z-2023-10_Transmittal_112123.doc

cc: Scott Marshall, Principal Planner
Jeff Burroughs, Town Engineer
Ari Goldberg, Barclay Damon, 200 Delaware Avenue, Suite 1200, Buffalo, NY 14202
Philip Silvestri, Silvestri Architects, 1321 Millersport Highway, Amherst, NY 14221
Torey L. Hirsch, Sr., 1635 North French Road, Getzville, NY 14068

Attachment: Z-2023-10 TB letter packet 1635 N French (RES-2024-209 : 1635 North French Road Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28701 **RESOLUTION 2024-210** **ADJOURNED**

46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive Plan Amendment

Request to amend the Bicentennial Comprehensive Plan for 46, 54, 60, 68, 74 & 84 South Linden Street from Single Family Residential to Mixed Residential.

3/11/2024
Supervisor Kulpa made a motion to adjourn to the March 25th meeting per the petitioners request, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 3/25/2024 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulp
Supervisor

Daniel C. Howard,
Planning Direc

Daniel J. Ulatowski,
Assistant Planning D

Town Board Agenda of March 11, 2024

March 5, 2024

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

Subject: Request to Amend the Bicentennial Comprehensive Plan for 2.4± acres of land from Single Family Residential to Mixed Residential; property located at 46, 54, 60, 68, 74 & 84 South Linden Street. (**BCPA-2023-02**)

Honorable Members:

This request is to amend the Bicentennial Comprehensive Plan to change the land use designation on Figure 6 from "Single-Family Residential" to "Mixed Residential" to allow for the potential rezoning from R-3 to MFR-5 in order to develop two, 2-story multi-family structures containing 28 units.

The subject property is a 2.4± acre "pan handle" shaped property consisting of six separate parcels and the former South Linden Street right-of-way located on the north side of Wehrle Drive approximately 375 feet east of South Harvest Street. Wehrle Drive is an Erie County highway, designated as a minor arterial on Figure 9 of the Bicentennial Comprehensive Plan. The subject property for this BCPA request is located immediately west of the George F Lamm (American Legion) Post 622 at 980 Wehrle Drive, and only has access to Wehrle Drive via an abandoned paper street (South Linden St.) recently acquired by the Petitioner from the Town.

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

History of previous rezoning requests:

The subject parcel was zoned Residential District Three (R-3) with the adoption of the Town wide Zoning Map and Ordinance on January 19, 1976.

The Planning Board offers the following findings in accordance with New York State Town Law §272-a.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Honorable Town Board

Request to Amend the Bicentennial Comprehensive Plan;
Property located at 46, 54, 60, 68, 74 & 84 South Linden St.
Agenda of March 11, 2024

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

Based upon the Planning Department Staff memorandum dated June 29, 2023 (attached) and public input from the hearing held on October 19, 2023 and January 18, 2024 by the Planning Board, the Planning Board finds that:

A. The proposed request is generally inconsistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan:
   - Chapter 2, Plan Concept: Section 2.2 "Vision Statement";
   - Chapter 3, Land Use and Development: Section 3.2 "Goal, Objectives and Policies" and Section 3.3.1 "Residential Uses";
   - Chapter 8 Housing and Neighborhoods: Section 8.2 "Goals, Objectives and Policies"

B. The subject property is suitable for uses permitted by the current land use designation versus the proposed land use designation.

C. The proposed change does not improve the balance of land uses, and does not meet a specific demand in the Town.

D. The area surrounding the subject request is predominantly comprised of single-family housing, developed according to the requirements of the R-3 district.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

Development of multifamily apartment buildings as illustrated on the concept plan is inconsistent with the allowable uses in the R-3 Zoning district. Any future use of the property will need to comply with the applicable regulations in the Zoning Ordinance.

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The subject property is located between an existing predominantly single-family residential neighborhood to the west and the George F Lamm Post 622 (American Legion Post) immediately to the east. Further east and along both the north and south sides of Wehrle Drive there are additional single-family residences. Multi-family and commercial uses are located at the intersection of Wehrle Drive and South Union Road, approximately 1,300 feet to the west and at the intersection of Wehrle Drive at Cayuga Road to the east. With the exception of these limited commercial and multi-family areas the predominate land use in the subject area is single family (R-3 and R-4) and the subject request is inconsistent with the surrounding development and zoning.

ADEQUATE SERVICES AND UTILITIES

Services and utilities necessary for the proposed change in land use policy must be evaluated. The Engineering Department has indicated that a downstream sewer capacity analysis will be required.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Honorable Town Board

Request to Amend the Bicentennial Comprehensive Plan;
Property located at 46, 54, 60, 68, 74 & 84 South Linden St.
Agenda of March 11, 2024

RECOMMENDATION

The Planning Board at their meeting of January 18, 2024 held a public hearing on the subject Plan amendment and recommended that in accordance with New York State Town Law §272-a Subsection 4, the request to amend the Bicentennial Comprehensive Plan be denied for the following reasons:

- The amendment is not consistent with the Town of Amherst Bicentennial Comprehensive Plan in the following ways:
    - The amendment promotes rezoning and subsequent multi-family attached development at a density, scale, and of a character that are inconsistent with the small lot, single-family detached housing in the neighborhoods that surround the site;
    - The amendment does not enable a public street network from McIntire Road to the east for future development of single-family homes,

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/GP/ac
Att.
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_TB_Letter_03112024.docx
cc: Martin Polowy, Town Attorney

Planning Board Approval January 18, 2024
Ayes 4; Noes 1 (Chmiel); Absent 2 (Giuliani, Kahn)

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2023-02

JAN 24 2024 PM2

PETITIONER

South Linden LLC
493 Kennedy Road
Cheektowaga, NY 14227

PROPERTY LOCATION

46, 54, 60, 68, 74 & 84 South Linden Street

WHEREAS the Town of Amherst Planning Board on Thursday, October 19, 2023 and January 18, 2024 held a public hearing on the proposed amendment to the Bicentennial Comprehensive Plan, and

WHEREAS the Planning Board has reviewed the Town of Amherst Bicentennial Comprehensive Plan, and

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

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

WHEREAS the Planning Board finds that:

A. The proposed request is generally inconsistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan:
- Chapter 2, Plan Concept: Section 2.2 "Vision Statement";
- Chapter 3, Land Use and Development: Section 3.2 "Goal, Objectives and Policies" and Section 3.3.1 "Residential Uses";
- Chapter 8 Housing and Neighborhoods: Section 8.2 "Goals, Objectives and Policies"

B. The subject property is suitable for uses permitted by the current versus the proposed land use designation.

C. The proposed change does not improve the balance of land uses, and does not meet a specific demand in the Town.

D. The area surrounding the subject request is predominantly comprised of single-family housing, developed according to the requirements of the R-3 districts.

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with New York State Town Law §272-a Subsection 4, that the request to amend the Bicentennial Comprehensive Plan be denied for the following reasons:

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

TOWN OF AMHERST
PLANNING BOARD
COMPREHENSIVE PLAN AMENDMENT
BCPA-2023-02

JAN 24 2024 PM2

PETITIONER	PROPERTY LOCATION
South Linden LLC	46, 54, 60, 68, 74 & 84 South Linden Street

- The amendment is not consistent with the Town of Amherst Bicentennial Comprehensive Plan in the following ways:
    - The amendment promotes rezoning and subsequent multi-family attached development at a density, scale, and of a character that are inconsistent with the small lot, single-family detached house neighborhoods that surrounds the site;
    - The amendment does not enable a public street network from McIntire Road to the east for future development of single-family homes,

The foregoing resolution was adopted by the Town of Amherst Planning Board, January 18, 2024; moved by Penberthy; seconded by Raffaele; ayes 4, noes 1 (Chmiel), absent 2 (Giuliani, Kahn).

Michael J. Chmiel, Planning Board Chair

1/24/24
Date

GP/ac
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_resolution_011824.doc-

cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031
South Linden LLC, 493 Kennedy Road, Cheektowaga, NY 14227

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

TOWN OF AMHERST PLANNING DEPARTMENT

Request for Bicentennial Comprehensive Plan Amendment

For Official Use

File #: BCPA-2023-02 **Acreage** 2.4± **Fee $** 15

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

		Fill In Applicable Fees
COMPREHENSIVE PLAN AMMENDMENT	**$0***	
AFFIDAVIT FEE FOR PUBLIC HEARING	**$15**	✓

Fee schedule subject to change by future Town Board action

TOTAL FEE: $ 15

TO BE COMPLETED BY APPLICANT

Petitioner:

Name: South Linden LLC

Address: 493 Kennedy Road

Cheektowaga (City) NY (State) 14227 (Zip Code\)

Phone: (716) 432-6947 Fax _____

Email: john@kimilco.com

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Owner of Land (if different than above):

Name: _____

Address: _____

_____

City State Zip Code

Phone: _____ Fax _____

E Mail: _____

Representative (Architect, Engineer, Landscape Architect, Surveyor or Attorney):

Name: Jeffery D. Palumbo, Esq. / Block, Longo, LaMarca & Brzezinski, P.C.

Address: 9276 Main Street, Suite 3

Clarence NY 14031

City State Zip Code

Phone: (716) 317-0664 Fax (716) 854-0057

E Mail: jpalumbo@blockandlongo.com

Petitioner's interest in property

- ☐ Option to purchase
- ☒ Owner
- ☐ Other (explain) _____

The following are all others having an interest in this application and join herein with the petitioner named above: (describe extent of interest; attach sheets as needed)

N/A

Street address(es) of land subject to Bicentennial Comprehensive Plan Amendment:

South Linden Street, a paper street

SBL #(s): TBD

INFORMATION ON REQUEST

1. **The undersigned hereby requests the Honorable Town Board to amend the following text sections of the Bicentennial Comprehensive Plan:**

   Section(s) #/page(s): N/A

Note: If the requested amendment does not involve a map change, skip #2 and #3.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

2. **The undersigned hereby requests the Honorable Town Board to amend the Conceptual Land Use Map (Figure 6) and/or Commercial and Mixed-Use Designations (Figure 6A) as follows:**

FROM:

- ☐ Rural Residential
- ☒ Single Family Residential
- ☐ Mixed Residential
- ☐ Medium Residential
- ☐ Commercial/ Mixed Use*
- ☐ Special Use Center
- ☐ Commercial-Office
- ☐ Industrial-Office
- ☐ Community Facilities
- ☐ Educational Campus
- ☐ Recreation, Open Space, & Greenways
- ☐ Agriculture
- ☐ Transportation

*Additional Designations in Figure 6-A:

- ☐ Suburban Center
- ☐ Suburban Corridor
- ☐ Traditional Areas

TO:

- ☐ Rural Residential
- ☐ Single Family Residential
- ☒ Mixed Residential
- ☐ Medium Residential
- ☐ Commercial/ Mixed Use*
- ☐ Special Use Center
- ☐ Commercial-Office
- ☐ Industrial-Office
- ☐ Community Facilities
- ☐ Educational Campus
- ☐ Recreation, Open Space, & Greenways
- ☐ Agriculture
- ☐ Transportation

*Additional Designations in Figure 6A:

- ☐ Suburban Center
- ☐ Suburban Corridor
- ☐ Traditional Areas

3. **Other Bicentennial Comprehensive Plan Map Amendments (if applicable):**

Figure # or Name: Figure 6 Conceptual Land Use Plan

4. **Information on prospective action (*to be provided in separate attachment*):**

A. Description of any prospective action:

B. Rationale for request of amendment:

1. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.2 (Vison Statement)*?
2. How will the requested amendment to the Bicentennial Comprehensive Plan consistent with *Section 2.3 (Key Initiatives)*?

C. How is the requested amendment align with the defined policies in Sections;

1. *3.0 Land Use and Development?*
2. *4.0 Natural and Cultural Resources?*
3. *5.0 Economic Development?*
4. *6.0 Transportation?*
5. *7.0 Infrastructure?*
6. *8.0 Housing & Neighborhoods?*
7. *9.0 Community Facilities & Services?*

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

SECTION 809 CERTIFICATION

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

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

Signature of Petitioner

Subscribed and sworn to before me this 21 *day of* August, *20* 23

Notary Public, Erie County, New York

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

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

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

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

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

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

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

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Comprehensive Plan Amendment Analysis S. Lynden Street

As set forth in the Town of Amherst Bicentennial Comprehensive Plan ("Plan") amendment application form, Petitioner must provide information on the prospective action in relation to the plan. The application form questions are outlined below in bold with Petitioner's response noted.

A. Description of Prospective Actions:

Petitioner's Response: Petitioner is proposing to build four (4) buildings, each containing seven (7) two (2) story townhomes, for a total of 28 townhome units.

B. Rationale for Request of Amendment:

1. How will the requested amendment be consistent with Section 22 (Vision Statement)

Petitioner's Response: The requested amendment will enhance the livability of the area in offering a lifestyle option not readily available in the immediate area. In addition, it will serve to enhance community character by investing in and revitalizing older neighborhoods. Further, the requested amendment and subsequent development will present a very high standard for quality development while respecting appropriate buffers in existing neighborhoods. Finally, this is consistent with the Shared Direction as set forth in the plan as it enhances the diverse economy of the Town, strengthening the tax base and attraction to the community by carefully using vacant land with an infill development.

2. How will the requested amendment be consistent with Section 2.3 (Key Initiatives)

Petitioner's Response: Regarding "Aesthetic/Community Character" as set forth in the plan, the amendment will only add to the renowned beauty, character and environmental quality of the Town. A first-class townhome community seeks to "raise the bar" by adding a new lifestyle choice in an underserved area.

Regarding the "Revitalization" initiative in the plan, again, this proposal injects new life and new investment into an older area of the Town, by providing a diverse choice of living for empty nesters, young professionals, or others seeking limited maintenance obligations.

Finally, the amendment is consistent with the "Governance" initiative as the proposed townhomes do not introduce inconsistency or unfairness in zoning and land use.

C. How is the requested amendment aligned with the defined policies in sections:

1. 3.0. Land Use and Development?

Petitioner's Response: The requested amendment adds new diverse housing and an investment to the established community and does so with a context-sensitive architectural and site design. Ultimately, the Properties call for residential dwellings and the requested

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

amendment and development result in residential dwellings. Specifically, the requested amendment seeks to have the Properties classified as "Mixed Residential." Mixed Residential is appropriate for residences along roads like Wehrle Drive and as a buffer to more traditional single-family neighborhoods. The Properties and Development perfectly capture Mixed Residential as set forth in the Comprehensive Plan.

2. ***4.0 Natural and Cultural Resources:***

Petitioner's Response: As set forth in the Plan, "best management practices" will be employed to retain stormwater on site, thus reducing downstream flooding and allowing pollutants to filter out over time. Additionally, silt fences and various other techniques will be employed to prevent sediment from leaving this site during construction.

3. ***5.0 Economic Development:***

Petitioner's Response: As stated in the Plan, "A healthy tax and employment base are essential not only to Amherst's economy, but also the Town's quality of life." Further, the amendment, by introducing new housing, meets the town's objective of maintaining Amherst's strong tax base. Additionally, the proposed townhomes will respect the character and quality of life in the area.

4. ***6.0 Transportation:***

Petitioner's Response: The plan defines the area as "Traditional Character" which describes a corridor located within higher intensity centers and other neighborhoods. Traffic from the proposed townhome will not significantly alter any traffic patterns in the area.

5. ***7.0 Infrastructure:***

Petitioner's Response: The proposed amendment will not stress existing storm or waste water service. Other utilities such as water, electric and gas are available on site.

6. ***8.0 Housing and Neighborhoods:***

Petitioner's Response: The proposed amendment furthers the Comprehensive Plan objective to achieve a diversity of housing options. The Petitioner will ensure that the diverse housing option will be well managed and contribute to the surrounding neighborhood's health and stability. While the proposed amendment changes the Comprehensive Plan conceptual land use plan, Figure 6, by making the Properties mixed residential, the change allows Amherst residents to remain in Amherst by downsizing into a maintenance free environment.

7. ***9.0 Community Facilities & Services:***

Petitioner's Response: The proposed townhomes are not far from the Main Street corridors. This will allow the residents to visit nearby businesses, restaurants, movie theaters, etc.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:
South Linden Townhomes

Project Location (describe, and attach a location map):
South Linden Street, a paper street

Brief Description of Proposed Action:
Four (4) buildings each containing seven (7) townhomes.

Name of Applicant or Sponsor:	Telephone: (716) 317-0667
South Linden LLC, Jeffery D. Palumbo, agent	E-Mail: jpalumbo@blockandlongo.com

Address:
c/o Block, Longo, LaMarca & Brzezinski, P.C. - 9276 Main Street, Suite 3

City/PO:	State:	Zip Code:
Clarence	NY	14031

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

3. a. Total acreage of the site of the proposed action? 2.4 acres
   b. Total acreage to be physically disturbed? 2.0 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 2.4 acres

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

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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations?	☑	☐	☐
b. Consistent with the adopted comprehensive plan?	☑	☐	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☑	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☑	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☑	YES ☐	
b. Are public transportation services available at or near the site of the proposed action?	☑	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☑	☐	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____	NO ☐	YES ☑	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____	NO ☐	YES ☑	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____	NO ☐	YES ☑	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO ☑	YES ☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☐	☑	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO ☑	YES ☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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

☐ Shoreline ☑ Forest ☐ Agricultural/grasslands ☐ Early mid-successional

☐ Wetland ☐ Urban ☑ Suburban

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

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

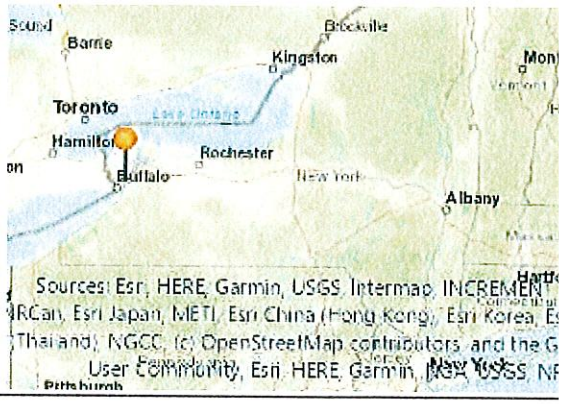
Applicant/sponsor/name: JEFFERY D. PALUMBO - AS ATTORNEY Date: 8-21-23

Signature: [signature] Title: ATTORNEY

PRINT FORM

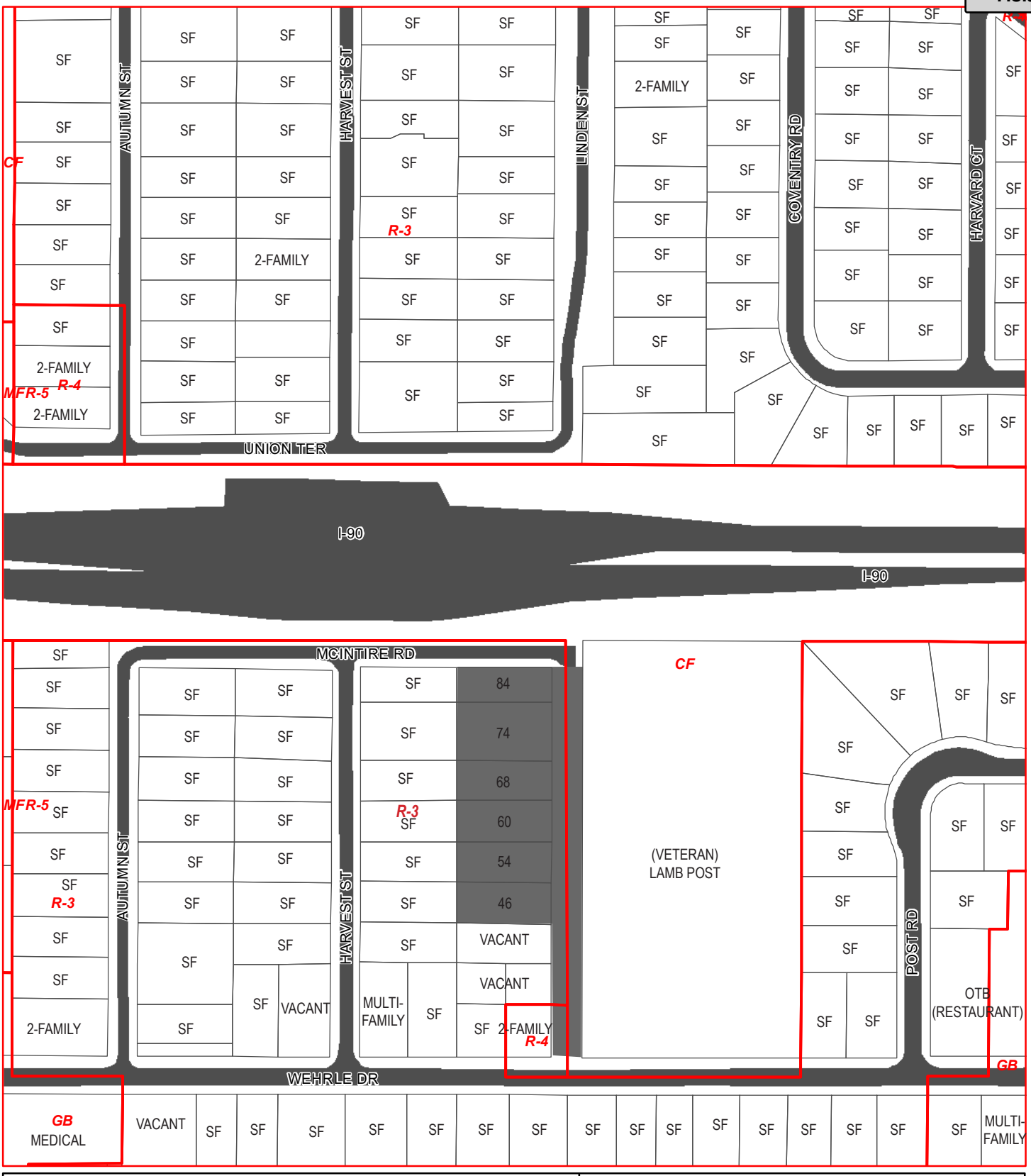
Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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



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

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive



BCPA-2023-02

Request to Amend the Comprehensive Plan "Figure 6" from Single-Family Residential to Mixed Residential
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St.
South Linden LLC, Petitioner

January 18, 2024

46, 54, 60, 68, 74 & 84 South Linden Street

Prepared by the Town of Amherst Planning Department

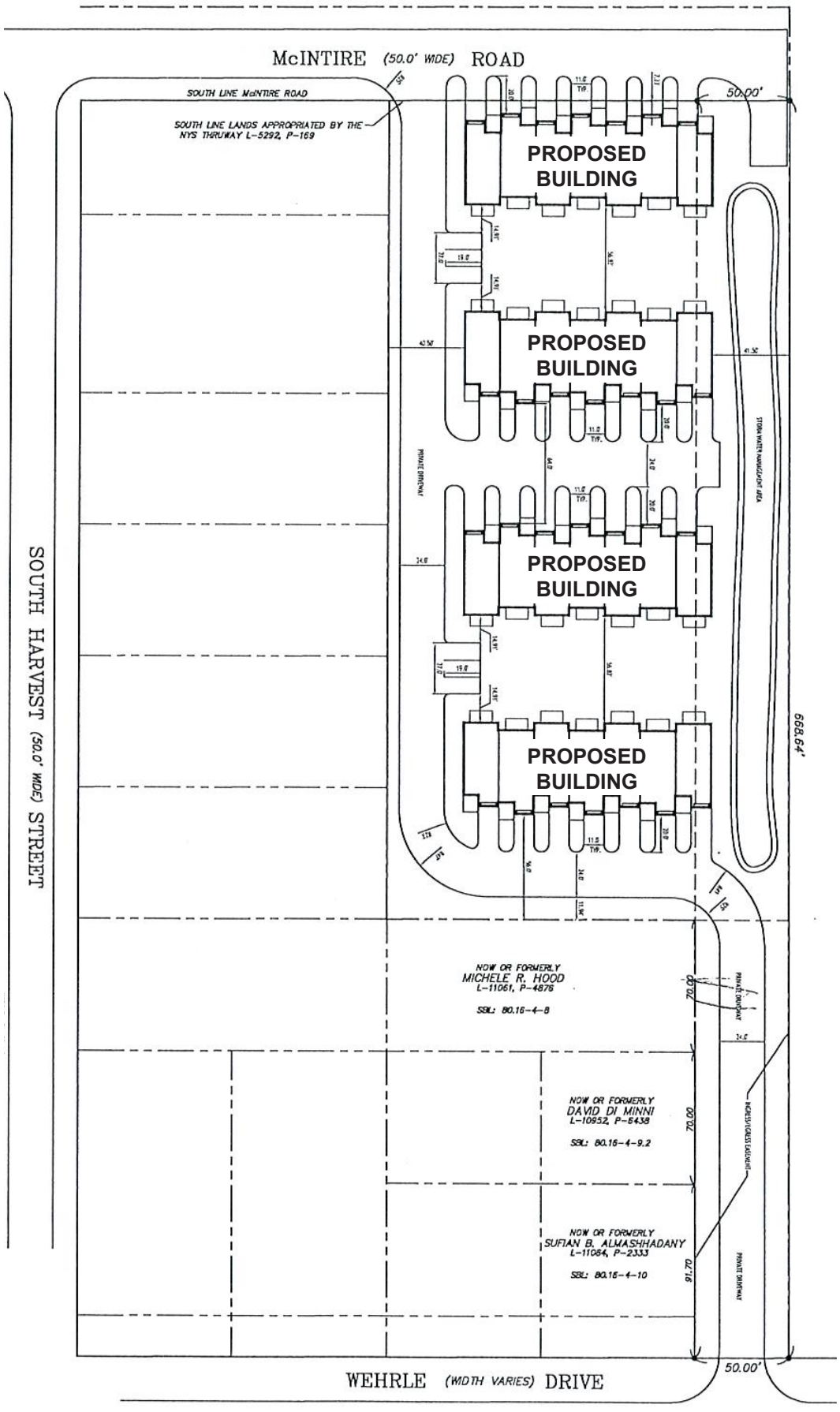
Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

CONCEPTUAL ILLUSTRATIONS

BCPA-2023-02

46, 54, 60, 68, 74 & 84 South Linden Street

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

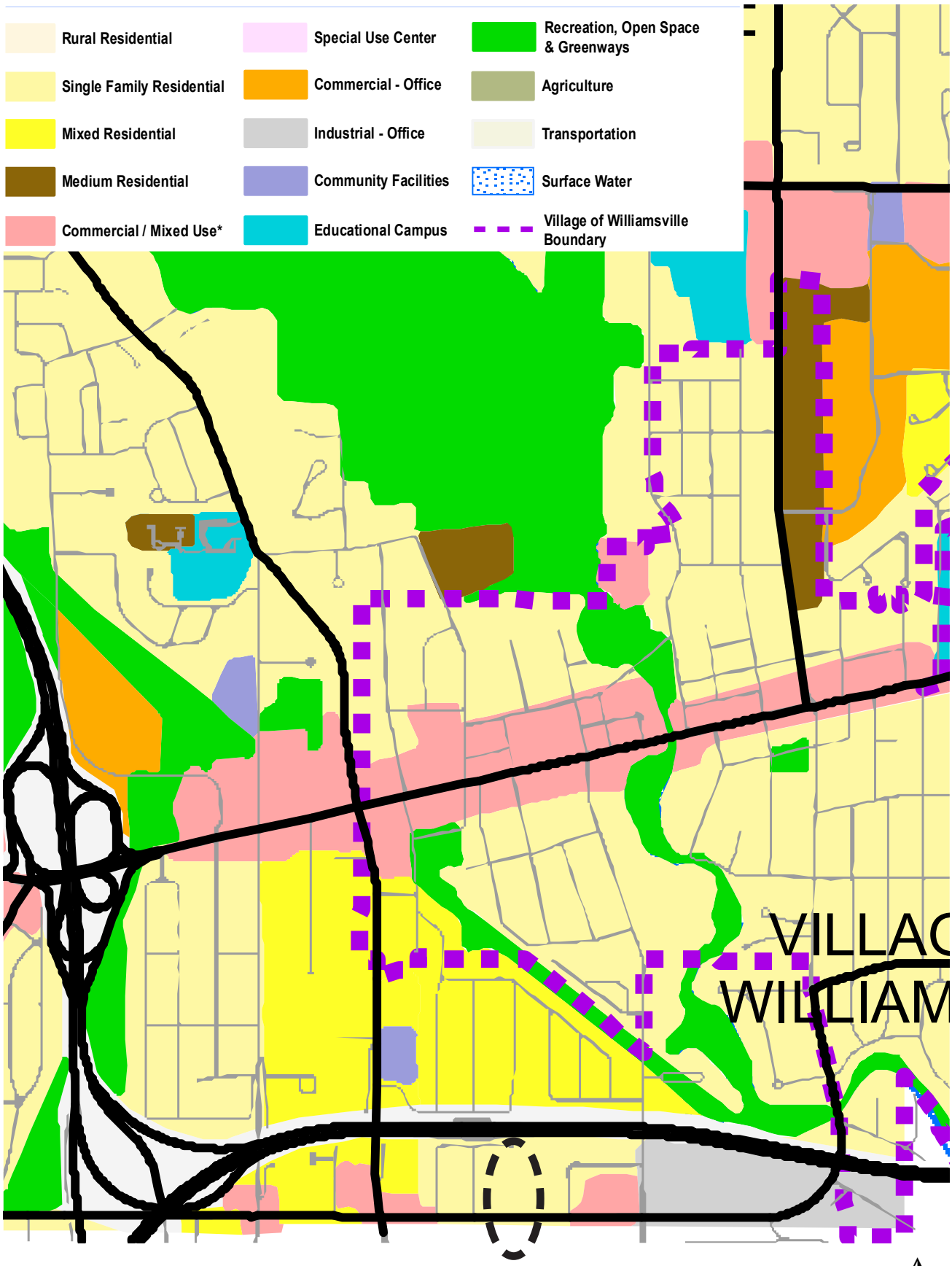


CONCEPT PLAN

BCPA-2023-02

46, 54, 60, 68, 74 & 84 South Linden Street

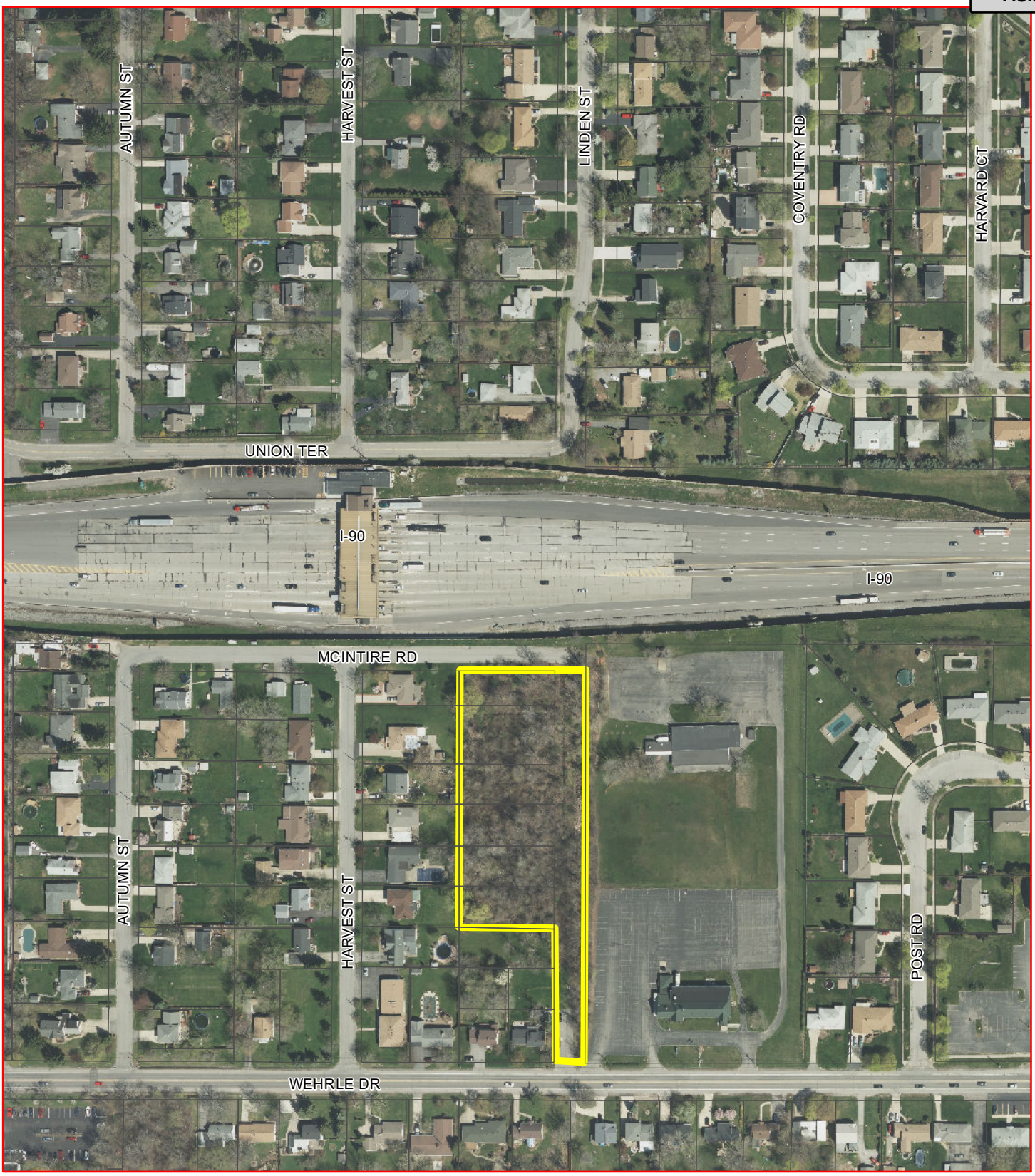
Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive



COMPREHENSIVE PLAN
FIGURE 6

BCPA-2023-02
46, 54, 60, 68, 74 & 84 South Linden Street

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive



BCPA-2023-02

Request to Amend the Comprehensive Plan "Figure 6" from Single-Family Residential to Mixed Residential
Property Located at 46, 54, 60, 68, 74 & 84 South Linden St.
South Linden LLC, Petitioner

January 18, 2024

46, 54, 60, 68, 74 & 84 South Linden Street

Prepared by the Town of Amherst Planning Department

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Amherst

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

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

MEMORANDUM

TO: Scott Marshall, Principal Planner
FROM: Roberta Rappoccio, Associate Planner
DATE: September 15, 2023
RE: BCPA-2023-02 Bicentennial Comprehensive Plan Amendment Review
Proposed: Amend Comprehensive Plan to change land from Single Family Residential to Mixed Residential
Property located at: 46, 54, 60, 68, 74 &84 South Linden Street
Plans received: August 25, 2023

The subject request should be denied.

2.0 Plan Concept

The Conceptual land use plan (Figure 6) in the Town's Comprehensive Plan identifies this area as Single Family Residential (light yellow). In Figure 6 (below), the neighborhood between the I-90 to the north and Wehrle Drive to the south and from the east side of the proposed site to the west side of S. Autumn Street is predominantly existing single family residential.

Proposed mixed residential designation that would introduce potentially higher housing density than is currently presented in this area. With a potential of up to 12 units per acre to be developed, this density would not be in character with the existing small lot, single-family community that surrounds the site.

3.0 Land Use and Development

3.3.1 Residential Uses – Single Family Residential (2- 4 residential units per acre)
The proposed site is an opportunity for new and infill development. Such development should be consistent with the scale and character of the existing single-family homes that surround the site.

The densities of a Mixed Residential development are not suited for this neighborhood. The neighborhood is not an area of transition between commercial uses and lower density single-family neighborhoods, and would not to be considered an underutilized area near commercial or mixed use centers. Single-family density residential development is the appropriate scale at this site.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

FIGURE 6

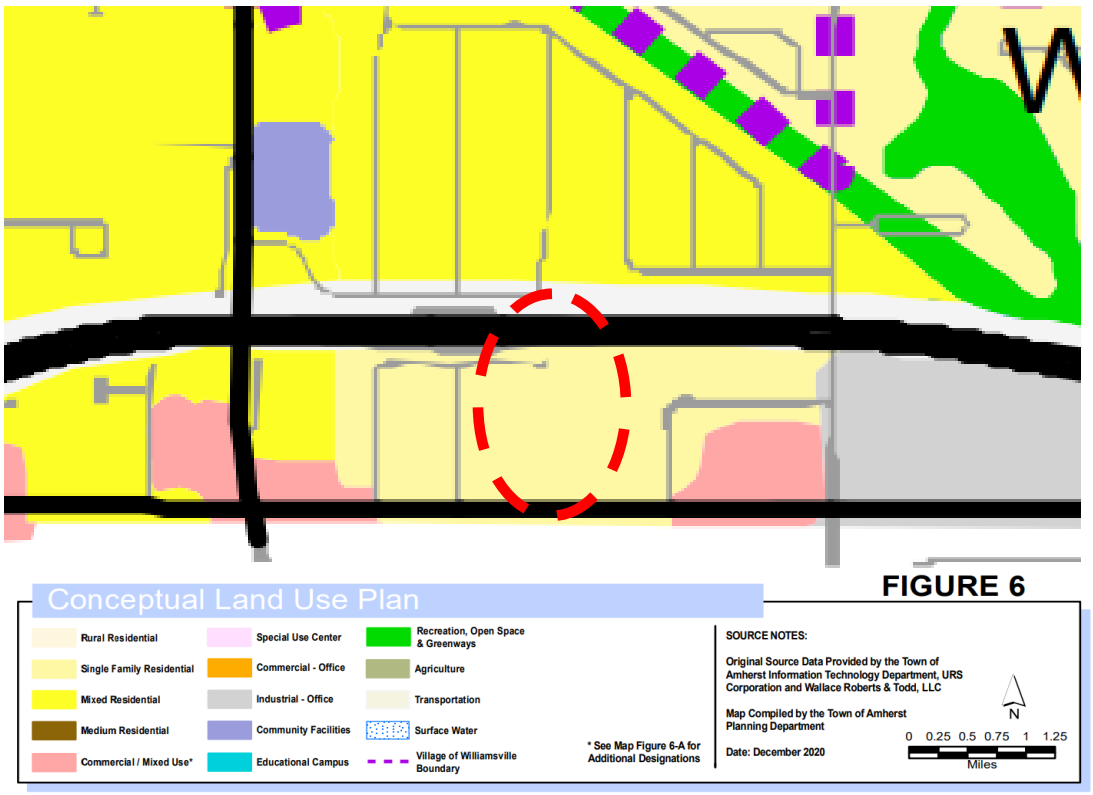


FIGURE 6

With this petition, consideration should also be given to the potential transition of the adjacent site to the east (the George F. Lamm American Legion Post 622) into future single-family residential potential use also. Maintaining the single-family residential use as portrayed in Figure 6 (above) assures consistent future low density residential land use options for the larger area.

4.0 Natural and Cultural Resources

The site is potentially within an area designated as sensitive for archaeological sites. Verification from the NY State Historic Preservation Office that the development will not impact these resources is required.

In addition, the proposed site contains mature trees. Trees that are 6" diameter or larger should remain if possible and be integrated into the design of the site. Where possible, green infrastructure should be incorporated into the design of the site.

5.0 Economic Development

Infill housing will help maintain a strong tax base, however the proposed density recommended in mixed residential would not be in character with the neighborhood. The site could accommodate single-family homes or possible duplex style homes on these lots.

6.0 Transportation

Staff concurs with the petitioner's response.

The Comprehensive Plan recommends the future redevelopment of the property to the east, currently an American Legion Post, as single family residential, access to this area should be enabled with a public street network from McIntire Road to the east end.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

7.0 Infrastructure
Staff concurs with the petitioner's response.

8.0 Housing and Neighborhoods
Housing in this area consists mainly of single-family homes on individual lots. The existing established neighborhood is comprised of modest sized homes on individual lots.

Allowing a much higher density attached housing development to this neighborhood would be inconsistent with the character of the established community.

9.0 Community Facilities and Services
Staff concurs with the petitioner's response

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

Should you have questions regarding this correspondence, please contact Roberta Rappoccio, Associate Planner at rrappoccio@amherst.ny.us or Kim Amplement, Senior Planner at kamplement@amherst.ny.us

DH/RR/KA
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\DRAFT_BCPA-2023-02_LongRange_082923.doc
cc: Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Palumbo, Gary

From: Polowy, Martin
Sent: Friday, December 1, 2023 1:08 PM
To: Marshall, Scott; Palumbo, Gary; Robshaw, Nora B.
Cc: Burroughs, Nicole
Subject: RE: Request To Amend Bicentennial Comprehensive Plan - South Linden, LLC - gmp_11292023
Attachments: 20231201124628008.pdf

TB conditions satisfied.

Martin A. Polowy
Town Attorney
Town of Amherst - Town Attorney's Office

Mailing Address
5583 Main Street
Williamsville, New York 14221
(716) 631-7030 (p)
(716) 631-7101 (f)
E-Mail : mpolowy@amherst.ny.us

Office Address
30 South Cayuga, Suite 101
Williamsville, New York 14221

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From: Marshall, Scott <SMarshall@amherst.ny.us>
Sent: Thursday, November 30, 2023 2:49 PM
To: Polowy, Martin <mpolowy@amherst.ny.us>; Palumbo, Gary <gpalumbo@amherst.ny.us>; Burroughs, Nicole <NBurroughs@amherst.ny.us>
Subject: RE: Request To Amend Bicentennial Comprehensive Plan - South Linden, LLC - gmp_11292023

January 3rd

Scott A. Marshall, Principal Planner

Town of Amherst
Planning Department
5583 Main Street
Williamsville, New York 14221
Phone: (716) 631-7051 Fax: (716) 631-7153

From: Polowy, Martin <mpolowy@amherst.ny.us>
Sent: Thursday, November 30, 2023 1:51 PM
To: Palumbo, Gary <gpalumbo@amherst.ny.us>; Burroughs, Nicole <NBurroughs@amherst.ny.us>
Cc: Marshall, Scott <SMarshall@amherst.ny.us>
Subject: RE: Request To Amend Bicentennial Comprehensive Plan - South Linden, LLC - gmp_11292023

Whats your deadline to take it off?

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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

August 23, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

RECEIVED
OCT 18 2023
TOWN OF AMHERST
PLANNING DEPT.

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46-74 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVIEW:

☑ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

☐ General comments relative to your agency's interests: DSCA will be required.

Please provide comments by **August 30, 2022**

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

Reviewed By: _____ **Date:** 9/29/23

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Transmittal_082322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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

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

DO NOT WRITE IN THIS SPACE
Case No.: ZR-23-478
Postmark/Delivery Date: 8/25/23

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

Description of Proposed Action

1. Name of Municipality: Town of Amherst, New York

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

2. Hearing Schedule: Date 10/19/23 Time 6:30pm Location 5583 Main Street, Williamsville, New York 14221

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

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

5. Location of Property: ☐ Entire Municipality ☑ Address: 46-74 South Linden Street

5a. S.B.L. of Property: 86-16-4-7

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

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* Request to amend Figure 6 of the Comprehecive Plane from "Single Family Residtial" to "Mixed Residential"

8. Other remarks: BCPA-2023-02

9. Submitted by: Thomas Voigt, Assistant Planner Email: tvoigt@amherst.ny.us

10. Return Address: Town of Amherst Planning Department, 5583 Main Street, Williamsville, New York 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 8/25/23. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

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

By the Division of Planning: Dan M. Hall **Date:** 9/28/23

ZR1
Revised 5/22

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

COUNTY OF ERIE

DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF PLANNING AND COMMUNITY DEVELOPMENT

DANIEL R. CASTLE, AICP, COMMISSIONER

THOMAS E. BAINES, ESQ., DEPUTY COMMISSIONER

September 28, 2023

Mr. Thomas Voigt
Assistant Planner
Town of Amherst Planning Dept.
5583 Main Street
Williamsville, NY 14221

Re: Request to Amend the Bicentennial Comprehensive Plan – for 2.4 Acres of Land from Single Family Residential to Mixed Residential
Location: 46-74 South Linden Street
Review No.: SP-23-478

Pursuant to New York General Municipal Law (GML) Section 239(m), the Erie County Department of Environment and Planning (DEP) has reviewed the above-referenced project (the "Project") referred by the Town of Amherst on August 25, 2023 and determined it to be of local concern. Erie County DEP would also like to note the following:

- The subject parcel is within 500 feet of the Town of Cheektowaga's municipal boundary. The Town of Amherst should provide written notice to the neighboring municipality in accordance with General Municipal Law 239-nn.
- As the applicant moves forward with finalizing its site plans, it should consider retaining as many mature trees on site as possible, as these likely act as a buffer for noise from the adjacent I-90.

This review pertains to the above-referenced Action submitted to Erie County DEP. This letter should not be considered sufficient for any County approvals. The applicant and/or its contractors must still obtain any other permits and regulatory approvals applicable to this project.

Sincerely,

David Hall
Senior Planner

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

TOWN OF AMHERST

ASSESSOR'S OFFICE

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

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

MEMORANDUM

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

FROM: Bonnie B. Arnold, Real Property Appraiser

DATE: August 30, 2023

SUBJECT: Request to Amend the Bicentennial Comprehensive Plan – For 2.4±Acres of Land from Single Family Residential to Mixed Residential; **BCPA-2023-02**
Property Location: **46-74 South Linden Street**
Petitioner: **South Linden LLC**

No concerns with request

cc: Jeff Palumbo, Block. Longo, LaMarca & Brzezinski, 9276 Main St., Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Amherst

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

RECEIVED
SEP 01 2023
TOWN OF AMHERST
PLANNING DEPT.

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

August 25, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

RECEIVED
Williamsville Central School Dis
AUG 28 2023
Asst Superintendent for
Finance & Management Servic

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46, 54, 60, 68, 74 & 84 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVISED TRANSMITTAL (Address Change)

REVIEW:

☑ No concerns with request

☐ The following additional information is required to complete review: _____

☐ Request is not reviewable because: _____

☐ General comments relative to your agency's interests: _____

Bus transportation will not enter the development.

Please provide comments by **August 30, 2022**

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

Reviewed By: _____ **Date:** 8/29/23

DU/TV/bf

X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Rev_Transmittal_082523.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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

August 23, 2023

RECEIVED
AUG 29 2023
TOWN OF AMHERST
PLANNING DEPT.

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46-74 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVIEW:

☒ No concerns with request

☐ The following additional information is required to complete review: _____

_____

☐ Request is not reviewable because: _____

_____

☐ General comments relative to your agency's interests: _____

_____.

Please provide comments by **August 30, 2022**

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

Reviewed By: C. Schregel **Date:** 8/29/23

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Transmittal_082322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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

August 23, 2023

TO: Timothy Koller, Deputy Town Clerk
Roberta Rappoccio, Associate Planner
Emily Murphy, Town Assessor
Douglas Gesel, Supervising CEO, Bldg. Dept.
Vaishali Reberholt, Assistant Town Engineer
Patrick Lucey, Supt. of Hwys/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator
Brian Barnes, Senior GIS Analyst (letter only)
Bryan Parnell, Fire Chiefs' Association
Martin Polowy, Town Attorney (Local Law Only)
Nora Robshaw, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Williamsville School District
NYSHPO

RECEIVED
AUG 25 2023
TOWN OF AMHERST
BUILDING DEPT

FROM: Scott Marshall, Principal Planner

SUBJECT: REQUEST TO AMEND THE BICENTENNIAL COMPREHENSIVE PLAN – FOR 2.4± ACRES OF LAND FROM SINGLE FAMILY RESIDENTIAL TO MIXED RESIDENTIAL; **BCPA-2023-02**; PROPERTY LOCATED AT **46-74 SOUTH LINDEN STREET.** SOUTH LINDEN LLC, PETITIONER.

REVIEW:

☒ No concerns with request

☐ The following additional information is required to complete review: _____

_____

☐ Request is not reviewable because: _____

_____

☐ General comments relative to your agency's interests: _____

_____.

Please provide comments by **August 30, 2022**

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

Reviewed By: Doug Gesel **Date:** Aug 29, 23

DU/TV/bf
X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2023\BCPA-2023-02_(46-74_South_Linden_St)\BCPA-2023-02_Transmittal_082322.doc

cc: Scott Marshall, Principal Planner
Jeffrey Burroughs, Town Engineer
Jeff Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Clarence, NY 14031

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

To: Members of the Town of Amherst, Planning Board & Council and Mr. Militello & representors of S. Linden LLC,

My name is Steve Martin and I am a resident and property owner of 74 S. Harvest St. I am writing a letter in hopes to address concerns pertaining to the size and scope of the proposed development project by Mr. Militello and S. Linden LLC should this rezoning be approved. I believe, as a tax payer and neighboring resident, that my concerns should be addressed and considered prior to making final verdict of both the matters of rezoning and then the proposed plans for the project. I have read the supporting documents (BCPA-2023-02 & ZTA-2023-03) submitted by S. Linden LLC and express concern with "*Petitioner's responses"* on several categories. My hope is that the Town Board will examine these concerns prior approving the re-zoning or allowing this project to proceed; and if it does, make certain that each point is addressed and NOT overlooked. Further, some questions are pointed to the Town so that I and neighbors may be in the know.

To preface, I have resided at 74 S Harvest since 2010. I am a married father of 2 young children of 8 and 9 years old. S. Harvest St. is very quiet and safe and welcoming. It is composed of approximately 15 homes and a few others found on McIntire. Most residents have made these homes their primary residents much longer than I. Many of our neighbors are in consensus regarding how the approval of the rezone and proposed project could negatively affect many aspects of this street. My concerns are addressed in the order of the "Comprehensive Plan's" layout, not in order of priority. Please seriously consider my words and worries.

B. Rationale for Request of Amendment:

1: How will the requested amendment be consistent with Section 22

- Petitioner states "…while respecting appropriate buffers in existing neighbors"
    - Please elaborate the meaning and context of this phrase? Currently, our neighborhood has a natural barrier consisting of a large wooded area. How will a "buffer" be created? How will the new building compliment the character of the existing neighborhood composed of mainly single-family residences of 1950-1960 era brick or raised ranch homes?
- Petitioner states "…enhance diversity of economy of the Town, strengthen the tax base and attraction to the community by carefully using vacant land…"
    - How will the proposed project affect my neighborhoods property and assessed values?
    - My property taxes collected have increased from $3,000 in 2013 – over $4,800 in 2022. Will this project lead to an increase of collected taxes from property owners?

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

C. How is the requested Amendment aligned with the defined policies in sections:

1. 3.0 Land Use and Development

-Petitioner states "…does so with context-sensitive architectural site and design…Is appropriate for residences along roads like Wehrle Drive and as a buffer to more traditional single-family neighborhoods."

- How will the proposed project's context-sensitive architecture fit into the style of the neighborhood?
- Again, our horizon is a large wooded area. How will a buffer be created? 28 possible homes on a 7 home residential parcels will not enhance the appeal of the neighborhood. It will instead remove our wooded back-drop, and place a large 2-story complex in view of our yards which are already surrounded by the I-90 privacy wall. Lastly, will large lights be installed in the parking lot addition to existing ambient light and if so, what it the alternative?

2. 4.0 Natural and Cultural Resources:

-Petitioner states"…Plan of best management practices…retain stormwater…silt fences etc."

- How can the developer be held responsible or guarantee that "best management practices be used." Our street already borders the I-90. We have air quality issues in the form of exhaust, brake, road and tire dust. Added construction dust should be minimalized.
- I am also worried about any additional water runoff created by construction and the final project. S. Harvest already experiences sanitary sewage back-ups when storm sewars overflow. This has not been addressed by the Town of Amherst
- I don't believe construction vehicles should have access to S. Harvest for this size project which could lead to debris left in the street if proper track-out pads are not used etc. Additionally, we have many pedestrians, dog walkers, and children who play without sidewalks. This debris and added traffic of large vehicles will become a safety hazard.
- Further, added sound pollution is unwelcomed. The thruway wall prevents most of the noise, however, added noise was experienced during the airport construction project. The commercial jets flew over beginning at 5:30am and often not ending until 12-2am in the morning leaving almost no reprieve. I hope that construction will not be tandem with the next airport upgrade yielding 24 hours of noise! Lastly, the Lamm Post bordering S. Linden holds summer concerts. The wooded area acts as a noise barrier. This too should be addressed to keep the atmosphere of our quiet neighborhood
- Will large lights be used in the new parking lot? I prefer not add additional ambient lighting to our properties

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

3. 5.0 Economic Development:

- Duplicate question as previously, how will this affect the values and taxes paid by neighboring property owners?

4. 6.0 Transportation:

-Petitioner states: "…Traffic from the proposed townhome will not significantly alter any traffic patterns in the area.

- Simply not true should McIntire be permitted and connected to S. Linden as a second entry / exit to the development. Our street is comprised of under 20 homes. Many of our owners have 2 vehicles or less! We have no sidewalks for our children to play or for neighbors to walk. Proposing 28 homes will likely infuse a potential of 50+ vehicles down our street, many of which will, will utilize McIntire as a back entrance. Use of McIntire could double or triple the current traffic pattern. Additionally, S. Harvest, S. Autumn, and McIntire will potentially be infused with additional pedestrians, pet walkers, and children which must share roads with drivers
- What research has been or will be done? The proposed scope of this project will absolutely change the traffic pattern of S. harvest and should be reviewed!
- How will overflow parking to McIntire and S. Harvest be prevented should the proposed numbers of parking spaces not be sufficient, especially during holidays etc.

5. 7.0 Infrastructure

-Petitioner states: "The proposed amendment will not stress existing storm or waste water service.

- I have complained to the Town of Amherst multiple times over my 10 years of residence regarding the stormwater during harsh weather. I am concerned that the proposed project will create a large influx of runoff and sewage if not properly assessed. Many of our neighbors, including myself, experience (or have in the past) water in our basements when storm sewars overflow. I do not want this to become a more frequent occurrence. What protection do I have as a taxpayer should this project and the environmental change impact my property?

In conclusion, I am wary that a "mixed residential" rezone be proper for this location. As a communal neighborhood, we prefer that no development be allowed, although this may be unrealistic. Our neighbors know one another by name and enjoy the quiet and reserved atmosphere provided by the hidden street within the town. Allowing multiple homes will change the atmosphere and pose a safety risk for pedestrians and children due to increased traffic and the lack of sidewalks.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Planning Board Item: 27918 - S. Linden St. Rezoning
In response to documents:
Directed to: Town of Amherst Planning Board, Council Members, & Representators of S. Linden LLC

Further, I believe a development of this size and scope opposes the Town's vision as listed within the Bicentennial Plan and will pose a safety risk. The Bicentennial Plan calls for a reduction of automobiles and encourages bicyclists and pedestrians. It recognizes the need of smaller parking lots and more convenient connections for non-auto commuting. This location will not allow for easy or convenient access to the village or surrounding commerce without an automobile. It is not safe to walk or ride from Wehrle and into the village. S. Linden, McIntire, and S. Harvest are not considered neighborhood connection streets and it is impossible to think that residents will not drive vehicles or park on these streets. The S. Autumn, S. Harvest, and McIntire were not designed for a large concentration of population or traffic

Lastly, I do not feel that a multiple 2-story buildings make for a proper backdrop for an Amherst backyard nor do multiple rental townhomes fit within the style or aesthetic of the existing properties. The proposed town homes will not improve the visual character nor directly revitalize the "existing older neighborhood" nor by the looks of the proposed layout, follow guidelines of an open space integration as cited 3-3 Land Use and Development

Please reflect on the concerns listed above and do not make swift decisions without examining the existing neighborhood and the proposed project or future developments. I am proud to reside in Amherst and believe in future growth potential. These parcels should be developed with great consideration but without hastiness

Thank you for your attention

Steve Martin

74 S. Harvest St.

Amherst NY 14221

716-440-3907

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Carrato, Amy

From: Cerra, Dawn
Sent: Friday, October 20, 2023 11:07 AM
To: Carrato, Amy; Fadel, Bryan
Subject: **FW: Feedback via the Town Boards and Committees [#282]

Would you please forward this to the appropriate people?
Thank you.
I am vetting TOA emails while Lisa is out of the office.
Thank you kindly,

Clerk's Office
Municipal Building
5583 Main Street
Williamsville, NY 14221
Website: www.amherst.ny.us
Office: 716-631-7047

Amherst: Ambitious Citizens,
Amazing Community,
Ample Opportunities
Coming together is a beginning;
keeping together is progress;
working together is success.
~Henry Ford

From: burst@emailmeform.com
Sent: Thursday, October 19, 2023 4:48 PM
To: Cerra, Dawn
Subject: Feedback via the Town Boards and Committees [#282]

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

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

View Entry

Name*:	Kerry Lauffer
Address:	59 S Harvest St Williamsville, NY 14221
Phone*:	716-698-7128
Email:	KLauffer3@gmail.com
Please select the Board or Committee you wish to contact*:	Planning Board

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Comment/Question/Etc.:

I received a letter today from Jeffery Palumbo, Esq. who represents John Militello of South Linden L.L.C regarding their request to rezone my neighborhood so that they can develop 28 townhouses on the land behind my house. This land is currently an undeveloped wooded area that provides privacy and decreases the noise from the George F. Lamm American Legion events. I feel that this development will take away the privacy we have in our own backyard. One of the reasons that we purchased our home on S Harvest is because we have no rear neighbors. I also feel that the increased traffic from this development will cause a safety risk for the my children and the other children on our street. They currently play on McIntire Rd. since it is a dead end and there is no thru traffic. We do not have sidewalks or streetlights on out street and I feel that increased traffic increases the risk of an accident. This is the first we are hearing of this development, and I am not sure what the process is, but I wanted to let my feelings known to the board. I hope that you consider the negative impact that this development will have on our neighborhood and deny the rezoning request. Thank you.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

Carrato, Amy

From: Ulatowski, Daniel
Sent: Thursday, October 19, 2023 5:06 PM
To: Carrato, Amy
Subject: FW: **FW: Feedback via the Town Boards and Committees [#279]

Amy see below for Linden BCPA Amendment

From: Uthman, Vianne
Sent: Thursday, October 19, 2023 5:02 PM
To: Ulatowski, Daniel
Subject: FW: **FW: Feedback via the Town Boards and Committees [#279]

Thank you Dan!
Vi

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Thursday, October 19, 2023 3:39 PM
To: Cerra, Dawn <dcerra@amherst.ny.us>
Subject: Feedback via the Town Boards and Committees [#279]

View Entry

Name*:	Kerry Lauffer
Address:	59 S Harvest St Williamsville, NY 14221
Phone*:	716-698-7128
Email:	KLauffer3@gmail.com
Please select the Board or Committee you wish to contact*:	Zoning Board of Appeals
Comment/Question/Etc.:	I received a letter today from Jeffery Palumbo, Esq. who represents John Militello of South Linden L.L.C regarding their request to rezone my neighborhood so that they can develop 28 townhouses on the land behind my house. This land is currently an undeveloped wooded area that provides privacy and decreases the noise from the George F. Lamm American Legion events. I feel that this development will take away the privacy we have in our own backyard. I also feel that the increased traffic from this development will cause a safety risk for the my children and the

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

other children on our street. They currently play on McIntire Rd. since it is a dead end and there is no thru traffic. We do not have sidewalks or streetlights on out street and I feel that increased traffic increases the risk of an accident. This is the first we are hearing of this development, and I am not sure what the process is, but I wanted to let my feelings known to the board. I hope that you consider the negative impact that this development will have on our neighborhood and deny the rezoning request. Thank you.

Attachment: BCPA-2023-02 TB letter packet 031124 (RES-2024-210 : 46, 54, 60, 68, 74 & 84 South Linden Street - Bicentennial Comprehensive

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 28633 **RESOLUTION 2024-211** **ADOPTED**

Authorize Strategic Economic Development Professional Services Contract - CRS #4602

Please authorize Supervisor to sign the attached contract with Bolton St. Johns Government Relations & Public Affairs Consulting pending successful completion of contract routing system.

3/11/2024
Consent

FINANCIAL IMPACT:

A1220-4110 $20,000

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

Attachment: BSJ Revised Agreement (RES-2024-211 : Authorize Strategic Economic Development Professional Services Contract - CRS#4602)

ALBANY • BUFFALO • NEW YORK CITY • WASHINGTON, DC

BOLTON ST. JOHNS

Government Relations & Public Affairs Consulting

New York State Commission
on Ethics and Lobbying in Government
540 Broadway
Albany, NY 12207

Bolton-St. Johns, LLC ("BSJ") agrees to provide **The Town of Amherst** for the benefit of **The Town of Amherst ("Client")** with legislative and regulatory representation in **New York State** for the term beginning **March 1, 2024 - February 28, 2025.** Compensation shall be paid as follows:

- **March 1, 2024 - February 28, 2025 - $1,667 per month**

  No lobbying has been done or compensation received since the previous authorization ended on February 15, 2024.

After the initial thirty (30) day period, this agreement is cancelable upon thirty (30) days written notice by either party. A written notice of termination must be sent to Dottino@boltonstjohns.com indicating the effective date of termination. If this is **not received**, BSJ will consider the authorization to be valid.

Other services in addition to lobbying will not be provided by the Lobbyist.

If the above meets with your approval, please so indicate by signing and dating this lobby authorization letter in the space provided below and returning a pdf copy for BSJ to file with New York State Commission on Ethics and Lobbying in Government.

Agreed to and Accepted By:
The Town of Amherst

_____
Brian Kulpa, Town Supervisor

Date: _____

Bolton St. Johns, LLC

_____
Giorgio DeRosa, Partner

New York City: 11 Park Place, Office 04-136, New York, NY 10007
Albany: **(518) 462-4620** - 146 State Street - Albany, NY 12207 - Fax (518) 426-1631
Washington, DC: 1701 Rhode Island Ave NW, Washington, DC 20036
www.boltonstjohns.com

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 28720 **RESOLUTION 2024-212** **ADOPTED**

2024 Town Board Revised Meeting Dates

BE IT RESOLVED that the attached revised schedule of Town Board and Work Session meeting dates be adopted for 2024.

3/11/2024
Consent

FINANCIAL IMPACT:

None

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

2024 Proposed Town Board Meeting Dates

Date	Work Session Time	Town Board Meeting Time
Monday, January 22	4:00pm	7:00pm
Monday, February 5	4:00pm	7:00pm
Monday, February 26	4:00pm	7:00pm
Monday, March 11	4:00pm	7:00pm
Monday, March 25	4:00pm	7:00pm
Monday, April 29	4:00pm	7:00pm
Monday, May 13	4:00pm	7:00pm
Tuesday, May 28	4:00pm	7:00pm
Monday, June 10	4:00pm	7:00pm
Monday, June 24	4:00pm	7:00pm
Monday, July 8	---	3:00pm
Monday, July 22	4:00pm	7:00pm
Monday, August 5	---	3:00pm
Monday, August 19	4:00pm	7:00pm
Tuesday, September 3	4:00pm	7:00pm
Monday, September 16	4:00pm	7:00pm
Tuesday, October 1	4:00pm	7:00pm
Tuesday, October 15	4:00pm	7:00pm - Budget Public Hearing & Board Meeting
Monday, October 28	4:00pm	7:00pm - Budget Public Hearing & Board Meeting
Tuesday, November 12	4:00pm	7:00pm
Monday, December 2	4:00pm	7:00pm
Monday, December 16	4:00pm	7:00pm
Monday, January 6, 2025	---	7:00pm - Reorganization

Attachment: 2024 Proposed Town Board Meeting Dates - Amended (RES-2024-212 : 2024 Town Board Revised Meeting Dates)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 28552 B **RESOLUTION 2024-213** **ADOPTED**

Set Public Hearing Date – Brantwood Rd. & Kings Hwy. All-Way Stop

Please set a public hearing at the Town Board meeting May 13, 2024 to install additional stop signs at the intersection of Brantwood Road and Kings Highway:

> "The tee intersection of Brantwood Road and Kings Highway is hereby designated as an all-way stop intersection with stop signs installed on all approaches."

3/11/2024
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Councilmembers
Initiated by: **Shawn Lavin**
Co-Sponsored by:

DOC ID: 28725 **RESOLUTION 2024-214** **ADOPTED**

Amherst Tree Board Appointments

WHEREAS, as on March 9, 2020, the Local Law Amending Chapter 179, Trees, was adopted and the Tree Board was created; and the Town's Tree Board shall consist of a total of eight (8) members. Five (5) members shall be Town residents (community members); the remaining three (3) members shall be comprised of the Town Forester and two other Town Employees. All community members shall be appointed by the Town Board and will serve three (3) year terms; and

WHEREAS, the Amherst Tree Board recommends to re-appoint Ellen Banks, Dan Delano, Barbara Burke, and Wendy Mackowski, and re-appoints Elizabeth Graczyk as the one (1) non-voting, Town Employee Resource Person to the Tree Board; and

WHEREAS, a new Chairperson will be elected each year at the Tree Board organizational meeting and the Board will vote to appoint an Acting Chairperson to facilitate meetings where voting does not occur; and,

WHEREAS, the Amherst Tree Board recommends Ellen Banks as the Chairperson and Elizabeth Graczyk as the Acting Chairperson; and

WHEREAS, the Amherst Tree Board members recommend the appointment of new member Kyle Townsend; and,

NOW, THEREFORE, BE IT RESOLVED, that the Town Board authorizes the Tree Board recommendations for the reappointments of Ellen Banks, Dan Delano, Barbara Burke, and Wendy Mackowski to the Tree Board to a three (3) year term to expire on December 31, 2026, the appointment of Ellen Banks as the Chairperson, to a one (1) year term to expire on December 31, 2025, Elizabeth Graczyk as the Acting Chairperson, to a one (1) year term to expire on December 31, 2025, and the appointment of a new member, Kyle Townsend, to a three (3) year term to expire on December 31, 2026 on the Amherst Tree Board.

3/11/2024
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 28735 **RESOLUTION 2024-215** **ADOPTED**

Set Public Hearing Date – Intersection of Crosby Blvd. and Maynard Drive

Please schedule a public hearing on May 13, 2024 to restrict parking at the corner of Crosby Blvd. and Maynard Drive:

> "Parking is hereby restricted along the southern-most curve of the Crosby Blvd. and Maynard Drive intersection starting at a point 30 feet from the point of curvature on the west side of Crosby Blvd. to a point that is 165 feet from the point of beginning and approximately 50 feet beyond the curve's point of tangency on the west side of Maynard Drive."

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 28728 **RESOLUTION 2024-216** **ADOPTED**

Amherst Traffic Safety Board Appointments

WHEREAS, the Amherst Traffic Safety Board, also known as ATSB or Traffic Safety Board, advises the Town Board on matters affecting traffic safety on all existing and proposed roadways, subdivisions, commercial areas, and wherever cars, bicycles, recreational vehicles and pedestrians are involved; and

WHEREAS, the ATSB has a maximum roster of 10 members, with the Amherst Town Board majority appointing members, who shall serve a three (3) year term; and

WHEREAS, the ATSB currently has a Board of eight (8) members, who shall continue to serve until their term of appointment expires, as follows:

Eric Fraas, Chairperson, term expires 12/31/2025
Gregory Dionne, Vice Chairperson, term expires 12/31/2025
Kevin Cantwell, Member, term expires 12/31/2026
Maxwell Kahn, Member, term expires 12/31/2025
Jennifer L. Minchniewicz, Member, term expires 12/31/2024
Daniel Rider, Member, term expires 12/31/2026
Helaine Sanders, Member, term epires 12/31/2026
Kenneth A. Smith, Member, term expires 12/31/2024; and

WHEREAS, the members of the Amherst Traffic Safety Board shall, by majority vote, elect a Chairperson from among the members and such officers as may be deemed necessary from time to time; and

WHERESAS, Nick Alterio has expressed an interest in serving on the ATSB;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board approves the appointment of Nick Alterio for a term to conclude on December 31, 2026.

3/11/2024
Consent

FINANCIAL IMPACT:

None

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Councilmembers
Initiated by: **Angela Marinucci**
Co-Sponsored by:

DOC ID: 28660 **RESOLUTION 2024-217** **ADOPTED**

Amherst Youth Board Appointment

WHEREAS, the Amherst Youth Board (Youth Board) is an organization offering varied services in support of children, youth and families living in the Town of Amherst. Chartered by the Amherst Town Board and New York State Executive Law, the agency is governed by a policy-making board of 23 citizen volunteers, comprising both adults and youth; and

WHEREAS, members are appointed by the Amherst Town Board for three-year terms and participate in decisions affecting programming, policies, funding and public relations for youth programs and services.

WHEREAS, the Youth Board also relies on the efforts and contributions of citizen volunteers in its programs. Many different volunteer opportunities are available, and may be tailored to individual needs; and

WHEREAS, the Amherst Youth Board currently has an adult vacancy to be filled; and

WHEREAS, Kristine Arcadi has expressed interest in serving. She has attended a meeting, and met with the Youth & Recreation Department director. With her background and experience, the Director feels she will be a tremendous asset to the board.

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints adult member Kristine Arcadi to her first term to end December 31, 2026.

3/11/2024
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28607 **RESOLUTION 2024-116** **ADOPTED**

Local Law - to Enhance Transparency and Participation in the Town of Amherst Budget Process

AGENDA ITEM : FEBRUARY 26TH, 2024

TO: **Town Board**

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

DATE: **February 20, 2024**

RE: **A Local Law to Amend the Code of the Town of Amherst To Enhance Transparency and Participation in the Town of Amherst Budget Process**

The above-referenced matter is scheduled for a Public Hearing on February 26, 2024 at 7:00 p.m. In this regard, kindly adopt a resolution authorizing the adoption of the attached Local Law.

Thank you.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - February 26, 2024**)

2/5/2024
Supervisor Kulpa made a motion to adjourn to the February 26th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 5-0.

2/26/2024
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 8:26 PM.

Martin Polowy, Town Attorney presented.

The following speakers raised concerns:
Christina Coyle-Lenz, 64 Chateau Ter E
Frank Belliotti, 61 Old Lyme
Don Smith, 201 N Long St
Judy Ferraro, 213 Donna Lea Blvd

Chris Drongosky, Youngs Rd
Jane Cox, 4584 Harlem Rd
Matt Plunkett, 299 Northill Dr
Tom Weisbeck, 48 Drawbridge Ct

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the March 11th Town Board meeting, seconded by Councilmember Lavin and unanimously approved 4-0. The public hearing was closed at 8:52 PM.

3/11/2024
Supervisor Kulpa made a motion to approve, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

LOCAL LAW NO. _____-2024

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 175 of the Code of the Town of Amherst To Add A New Article, Article XIV, Transparency In Budget Process

Be it enacted by the Town of Amherst as follows:

Section 1. Purpose

The purpose of this law is to enhance transparency, public understanding, and participation in the town's annual budget process. This shall be achieved by:

1.) The creation and distribution of a Citizen's Budget Overview; and
2.) Providing opportunities for public involvement in the budget process.

Section 2. Definitions

For the purposes of this law, the following terms are defined:

"Citizen's Budget Overview" refers to a document summarizing the key components of the annual town budget in a format that can be easily understandable by the general public.

"Property Tax Levy" refers to the total amount of property tax revenue to be raised through rates set by the town board.

"Average Property Owner" refers to a hypothetical residential property owner whose property value is at the median of all taxable properties within the town.

Section 3. Requirements for the Citizen's Budget Overview

The Finance Department shall be responsible for preparing and distributing a Citizen's Budget Overview and ensuring its accuracy. The Citizen's Budget Overview shall include, but not be limited to, the following information:

1.) An overview of the proposed budget, major revenue sources, and expenditure areas.
2.) A detailed account of any proposed changes to the property tax levy, including the reasons for such changes.
3.) An estimate of the impact of the proposed property tax levy changes on the average property owner.

~~Strikethrough~~ = Deleted
Underline = Added

Attachment: LocalLawBudgetFINAL.2.6.24 (RES-2024-116 : Local Law - to Enhance Transparency and Participation in the Town of Amherst

4.) Information on how citizens can participate in the budget process, including dates, times, and locations of public hearings, as well as other means of submitting input or feedback.

Length and Presentation: The Citizen's Budget Overview shall not exceed two pages and be presented in a clear, easily readable format, using plain language and visual aids when beneficial.

Section 4. Distribution and Accessibility

The Citizen's Budget Overview shall be made publicly available at the same time as the proposed annual budget is released. The summary shall be distributed through various means, including publication on the town's official website and posted in print at all Amherst facilities.

Section 5. Public Participation in the Budget Process

The town board shall hold at least three public hearings specifically on the proposed budget, allowing citizens to provide input directly. At least one public hearing being held at the Amherst Senior Center or such other location designated by the town board and at a time convenient for older adults.

Citizens shall also have the opportunity to submit written comments on the budget via postal mail, email, or a designated section on the town's website 20 days after initial budget submission. All public input received shall be reviewed by the Town Board and considered by the Town Board before finalizing the budget.

Section 6. Enforcement

Non-compliance with this law shall be addressed by the town board, with potential measures including a directive to comply.

Section 7. Effective Date

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

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

~~Strikethrough~~ = Deleted
Underline = Added

Attachment: LocalLawBudgetFINAL.2.6.24 (RES-2024-116 : Local Law - to Enhance Transparency and Participation in the Town of Amherst

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28706 **RESOLUTION 2024-218** **ROLL CALL VOTE (ADOPTED)**

Townwide Centralized Security (Bond Resolution - $50,000)

AGENDA ITEM : MARCH 11th, 2024

TO: **Town Board**

FROM: **Martin A. Polowy, Esq., Town Attorney**

DATE: **March 5, 2024**

RE: **Townwide Centralized Security Improvements**
2024-2029 C.I.P. - Project PO-02
Bond Resolution - $50,000

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 $50,000.00 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.

MAP:nmb
Attachments
c: Tim Koller, Deputy Town Clerk
(*w/attachments*, **Agenda Item - March 11, 2024**)
Daryl C. Bramer, 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*)
Kevin Brown, Captain, Amherst Police Department (*w/attachments*)

3/11/2024
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by

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

FINANCIAL IMPACT:

Bond Resolution - $50,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM February 21, 2024

TO: Captain Kevin Brown
Amherst Police Department

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

RE: SEQR Determination – Town-wide Centralized Security Improvements
2024-2029 C.I.P. Project PO-02

The Planning Department has reviewed the scope of work for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\PO-02 _APD Town wide centralized security imporvements_ 2024.docx

cc:
Martin A. Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: SEQR (RES-2024-218 : Townwide Centralized Security (Bond Resolution - $50,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

March 11, 2024

* * *

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 March 11, 2024.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Angela Marinucci, Councilwoman Shawn Lavin, Councilman 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-2024-218 : Townwide Centralized Security (Bond Resolution - $50,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 11, 2024, AUTHORIZING TOWN-WIDE CENTRALIZED SECURITY IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $50,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $50,000 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 Town-wide centralized security improvements, as described in the map, plan and report dated February 2024, prepared by the Town Police Department (2024-2029 Capital Improvement Program Project PO-02). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $50,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $50,000 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 $50,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2024-218 : Townwide Centralized Security (Bond Resolution - $50,000))

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said $50,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 25 of the Law, is ten (10) years.

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

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

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

Attachment: CertBondReso (RES-2024-218 : Townwide Centralized Security (Bond Resolution - $50,000))

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Attachment: CertBondReso (RES-2024-218 : Townwide Centralized Security (Bond Resolution - $50,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within fifteen (15) 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-2024-218 : Townwide Centralized Security (Bond Resolution - $50,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on March 11, 2024, 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 MARCH 11, 2024, AUTHORIZING TOWN-WIDE CENTRALIZED SECURITY IMPROVEMENTS, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $50,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $50,000 TO FINANCE SAID APPROPRIATION,"

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town is authorized to undertake Town-wide centralized security improvements, as described in the map, plan and report dated February 2024, prepared by the Town Police Department (2024-2029 Capital Improvement Program Project PO-02); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $50,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $50,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $50,000 pursuant to the Local Finance Law of the State of New York 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 ten (10) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

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

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

Attachment: CertBondReso (RES-2024-218 : Townwide Centralized Security (Bond Resolution - $50,000))

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

DATED: March 11, 2024

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-2024-218 : Townwide Centralized Security (Bond Resolution - $50,000))

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-2024-218 : Townwide Centralized Security (Bond Resolution - $50,000))

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 March 11, 2024, 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 March, 2024.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2024-218 : Townwide Centralized Security (Bond Resolution - $50,000))

Attachment: MPR PO-2 Town Wide Centralized Security Improvements (RES-2024-218 : Townwide Centralized Security (Bond Resolution -

Town of Amherst Police Department

Town-wide Centralized Security Improvements

2024-2029 C.I.P

PO-02

Map, Plan & Report

February 2024

CONTENTS:

- Approved 2024 – 2029 CIP Project PO-2
- Proposed Scope of Improvements
- Financial Summary / Taxation Summary
- SEQR Determination

TOWN OF AMHERST POLICE DEPARTMENT
Town-wide Centralized Security Improvements

Approved 2024 – 2029 Capital Improvement Program (11-9-23)

Police Department ***Recommended Schedule (X $1,000)***

Project ID	*Project Title/Description*	*2024*	*2025*	*2026*	*2027*	*2028*	*2029*	*Total Co 2024-202*
PO-1	**APD Detective and Record Bureau Improvements:** Replacement of cubicle walls, furniture, and flooring in various areas of police headquarters.			355 LA				**$355,000**
PO-2	**Town-wide Centralized Security Improvements:** Security and building improvements to Town buildings such as security camera upgrades, access control system improvements, physical barriers/fencing, and fixtures.	50 LA	150 LA	100 LA	100 LA	100 LA	100 LA	**$600,000**
PO-3	**APD Building Improvements:** Engineering, planning and design to begin replacement of all windows and sills over a multi-phased project.			150 LA	150 LA	150 LA		**$450,000**
PO-4	**Police Court and Maintenance Garage Roof Improvements (Phase 2):** Restoration of the existing, leaking roof systems at the Police Court and Maintenance Garage Buildings.			395 LA				**$395,000**
PO-5	**Police HVAC System Improvements – Phase 5:** Last phase to replace the police firing range HVAC controls.			450 LA				**$450,000**
PO-6	**Police Dispatch Expansion:** Interior reconstruction that better organizes the first floor dispatch, communications, records and staff areas to improve workflow efficiencies & responsiveness.		150 LA 750 F/S					**$900,000**

TOTAL POLICE BONDING (2024): $50,000

Attachment: MPR PO-2 Town Wide Centralized Security Improvements (RES-2024-218 : Townwide Centralized Security (Bond Resolution -

TOWN OF AMHERST POLICE DEPARTMENT
Town-wide Centralized Security Improvements

PROPOSED SCOPE OF IMPROVEMENTS:

The Town of Amherst Police Department is chiefly responsible for providing adequate safety and security for the residential tax base as well as town employees while town-related business and activities are conducted at town-owned facilities and throughout the town. The scope of this project contains funding for additional safety and security measures as outlined by the Police department. These measures are anticipated to include the following measures and improvements.

Security Camera System Upgrades:

To date, the Police Department has developed a robust security camera network system made up of controls, communication facilities, and the cameras themselves. The system network is fully complete and functional but consists of only a small number of cameras. With the intent to serve and protect more town-owned facilities and areas of town, the fully scalable system needs to be expanded and upgraded with additional technology and capabilities. In an effort to address the required expansion and upgrade of the existing camera system, a number of improvements will be completed. A thorough analysis of the town and each town-owned facility will be conducted in an effort to determine a priority list of needs based on exposure and threat level. Based on those priorities, the existing system will be expanded with new cameras and technology, to be installed at several town-owned facilities and in areas of need throughout the town. This may include License Plate Recognition (LPR) devices, security cameras, and other electronic security-related technology. As needed, and in order to accommodate the new upgrades, the network serving the cameras and security-related technology may also require improvements and/or upgrades. Ancillary building improvements to town-owned facilities will also be made as needed in an effort to accommodate new cameras and/or network improvements.

The project will include the ability to maintain the installed infrastructure thru regular troubleshooting and repair contracts.

Access Control System Improvements:

The existing access control system employed by the Town of Amherst Police Department is currently in use within Town Hall, Police Headquarters and Court Facilities. That system was designed as a scalable centralized system, which could be expanded in an effort to provide safe, secure and reliable access control on a town-wide basis for numerous town-owned facilities. The system is largely key and key-fob based and provides for computer-controlled security of doors and barriers within town-owned facilities. That system will be expanded as needed in an effort to broaden the scope of security over other town-owned facilities as dictated by a needs assessment to be conducted by the Police Department.

The project will include the ability to maintain the installed infrastructure thru regular troubleshooting and repair contracts.

Attachment: MPR PO-2 Town Wide Centralized Security Improvements (RES-2024-218 : Townwide Centralized Security (Bond Resolution -

TOWN OF AMHERST POLICE DEPARTMENT
Town-wide Centralized Security Improvements

Physical Security Barriers / Fencing and Fixture Improvements:

Based on a Police Department needs assessment, all town-owned facilities will be prioritized based on their need for additional physical barriers and/or fencing and/or fixture improvements. These barriers typically include fencing but may also include motorized gates and/or physical impediments. As needed and in most cases, these additional security measures will provide benefit by providing an additional layer of perimeter control over town-owned facilities.

The project will include the ability to maintain the installed infrastructure thru regular troubleshooting and repair contracts.

FINANCIAL SUMMARY:

As per the above, the scope of this project will include a mix of equipment, hardware and software control replacements and improvements. The project scope described above will be designed, bid and constructed during 2024. The above project will be bonded against the Town of Amherst General Fund at a total project cost of $50,000.00, financed entirely with serial bonds. The above project is characterized as a replacement-in-kind project. The improvements provided within the scope of this project will have a minimum life cycle of 10 years.

Project Cost	$49,750
Legal/Admin	$250
Total Cost	$50,000

TAXATION SUMMARY

Total Bond Amount:	$50,000 (General Fund)
Bond Term:	10 Years
Annual Tax Impacts:	$0.0010 per $1000 AV
Typical Property Tax Impact:	$0.3131 per $300,000 property

SEQR:

Please see attached memo from the Town of Amherst Planning Dept.

Attachment: MPR PO-2 Town Wide Centralized Security Improvements (RES-2024-218 : Townwide Centralized Security (Bond Resolution -

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

Transmitted electronically

MEMORANDUM February 21, 2024

TO: Captain Kevin Brown
Amherst Police Department

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

RE: SEQR Determination – Town-wide Centralized Security Improvements
2024-2029 C.I.P. Project PO-02

The Planning Department has reviewed the scope of work for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\PO-02 _APD Town wide centralized security imporvements_ 2024.docx

cc:
Martin A. Polowy, Esq., Town Attorney
Daniel Howard, Planning Director

Attachment: MPR PO-2 Town Wide Centralized Security Improvements (RES-2024-218 : Townwide Centralized Security (Bond Resolution -

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A Alba**
Co-Sponsored by:

DOC ID: 28727 **RESOLUTION 2024-219** **WITHDRAWN**

PILOT Agreement - Amherst Senior Apartments, LP (CRS #4659)

AGENDA ITEM - MARCH 11th, 2024

TO: **Town Board**

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

DATE: **March 6, 2024**

RE: **PILOT Agreement:**
Amherst Senior Apartments LP and the Town of Amherst, et al.
(CRS #4659)

The above PILOT was previously approved on January 22, 2024 (**CRS #4539**) and was then executed by the Town Supervisor, Town Assessor and Senior Deputy Town Attorney but was not finalized with the remaining signatures. Due to the inability to obtain title as detailed in the original agreement, the PILOT needed to be revised and thus requires re-approval by the Town Board and CRS #4539 will be withdrawn from the system.

Therefore, kindly adopt the following resolution with respect to the above matter:

WHEREAS, Amherst Senior Apartments LP has requested that the Town Board approve a PILOT Agreement with a term of fifteen (15) years for the Property; and

WHEREAS, the content and form of the proposed PILOT Agreement have been reviewed and approved by the Town Assessor's Office and the Town Attorney's Office; and

WHEREAS, the PILOT Agreement must still be approved by Erie County and the Williamsville Central School District;

NOW THEREFORE BE IT RESOLVED, that approval and execution of the Agreement for the Project be subject to the three (3) conditions set forth below and that the Supervisor of the Town of Amherst, Deputy Town Attorney Samuel A. Alba, Esq., and Emily Murphy, Town Assessor, are hereby authorized to sign the PILOT Agreement between Amherst Senior Apartments LP and the Town of Amherst, Erie County, and the Williamsville Central School District upon satisfaction of the following three (3) conditions:

1. The PILOT Agreement is subject to review and approval by Erie County;

2. The PILOT Agreement is subject to review and approval by the Williamsville Central School District; and

3. Approval of the PILOT Agreement is subject to successful completion of the Town's contract routing system (CRS).

SAA:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - March 11, 2024**)
Emily Murphy, Town Assessor

FINANCIAL IMPACT:

A0001.01081 - PILOT

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Attorney
Initiated by: **Martin A. Polowy**
Co-Sponsored by:

DOC ID: 28705 **RESOLUTION 2024-220** **ADOPTED**

2023 Service Award Program

AGENDA ITEM : MARCH 11th, 2024

TO: **Town Board**

FROM: **Martin A. Polowy, Esq. Town Attorney**

DATE: **March 6, 2024**

RE: **2023 Service Award Program**
***East Amherst Fire Department**
***Ellicott Creek Volunteer Fire Company, Inc.**
***Getzville Fire Company, Inc.**
***Main Transit Fire Department, Inc.**
***North Amherst Fire Company**
***North Bailey Fire Company, Inc.**
***Swormville Fire Company, Inc.**

Kindly adopt the following resolution:

RESOLVED, the Town Board authorizes the posting of the above-referenced fire company lists in their respective fire halls for the mandatory period of thirty (30) days.

Thank you.

MAP:nmb
c: Tim Koller, Deputy Town Clerk (**Agenda Item - March 11, 2024**)

3/11/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 28693 **RESOLUTION 2024-221** **ADOPTED**

Request for Disposal of Obsolete Equipment

According to the Town's Property Disposition Policy (Res. 2011-1032), the Town Clerk's Office is requesting approval from the Town Board to dispose of the Datacard Photo ID System which is no longer in service.

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 28690 **RESOLUTION 2024-222** **ADOPTED**

Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS #4647

Please authorize the supervisor to sign an agreement between Allasen Carpet Co., Inc. and the Town of Amherst permitting the Town to participate in the New York State OGS Contract #PC69411 for Floor Coverings (Award #PGB 23200; Group #2600 for carpet installation at 30 S. Cayuga, Williamsville, NY 14221. This is subject to successful completion of the contract routing process.

3/11/2024
Consent

FINANCIAL IMPACT:

KP2302-4972 $4950.00

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER

COUNCILMEMBERS
Shawn Lavin
Michael Szukala
Jacqualine Berger
Angela Marinucci

AGREEMENT

Let this document stand as an Agreement between Allasen Carpet Co., Inc. and the Town of Amherst permitting the Town to participate in the New York State OGS Contract #PC69411 for Floor Coverings (Award #PGB 23200; Group #2600 for carpet installation at 30 S. Cayuga, Williamsville, NY 14221.

Agreed to and Accepted by:

Allasen Carpet Co.

By: Bob Hager
Signature

Bob Hager
Printed name

V.P.
Title

Date: 2/28/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

Revised 12.30.19

Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

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

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

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

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

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

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

Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

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.

Agreement to and Accepted by:

Allasen Carpet
Print Name of Company

By: Bob Hager
Signature

Bob Hager
Printed name

Date: 2/28/24

Agreement to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

NEW YORK STATE PREVAILING WAGE

On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website:

https://labor.ny.gov/workerprotection/publicwork/PWFormsOnWeb.shtm

This project's PRC# 2024002460

The schedule can be found at the following link

https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1564079

In addition, if applicable, contractor is required to attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted and on each succeeding payroll where any new or additional employee is first listed.

Failure to submit the legally required records will result in delayed payments.

Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

ALLASEN CARPET CO., INC.
394 FRANKLIN STREET
BUFFALO, NY 14202
Telephone: 716-854-3127 Fax: 716-854-4585

ES400519

QUOTE

Sold To	Ship To
TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221	TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221

Quote Date	MAIN	PO Number	Quote Number
02/14/24			ES400519

RE: 30 CAYUGA 2ND FLOOR 3 OFFICES AND HALL

74.67 SY STYLE DIFFUSE 59575 TILE COLOR		
MAGNETIC FIELDS 75505	25.84 SY	1,929.47
LABOR TO INSTALL TILE	11.99 SY	895.29
REMOVE EXISTING CARPET	6.38 SY	476.39
DISPOSE OF EXISTING CARPET	2.55 SY	190.41
63.95 SF SKIM COAT FLOOR	3.00 SF	191.84
240 FT 4" BASE ROPPE 700 SERIES COLOR BLACK	1.50 FT	360.00
240 FT OF BASE INSTALLATION	3.28 FT	787.20
(1) 4 GAL SHAW 5000		105.00
4FT CARPET REDUCER INSTALLED	3.60 FT	14.40

NYS CONTRACT PC69411

03/01/24 8:11AM

Sales Representative(s):
ROBERT HAGER

Material:	0.00
Service:	4,950.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00
QUOTE TOTAL:	**$4,950.00**

Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

ALLASEN CARPET CO., INC.
394 FRANKLIN STREET
BUFFALO, NY 14202
Telephone: 716-854-3127 Fax: 716-854-4585

ES400519

QUOTE

Sold To	Ship To
TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221	TOWN OF AMHERST MUNICIPAL BLDG.FACILITY 5583 MAIN STREET WILLIAMSVILLE, NY 14221

Quote Date	MAIN	PO Number	Quote Number
02/14/24			ES400519

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 suject 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.

Witness: Purchaser:

03/01/24 8:11AM

Sales Representative(s):
ROBERT HAGER

Material:	0.00
Service:	4,950.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00
QUOTE TOTAL:	**$4,950.00**

Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Allasen Carpert Co Inc & 394 Franklin St Inc. 394 Franklin Street Buffalo, NY 14202-1508 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-854-3127 1c. NYS Unemployment Insurance Employer Registration Number of Insured 15-43558 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1059049
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Main Street America Assurance Company 3b. Policy Number of Entity Listed in Box "1a" W2V52408 3c. Policy effective period 07/01/2023 to 07/01/2024 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: Thomas P Brady
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 10/13/23
(Signature) (Date)

Title: Insurance Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-759-2138

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: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

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)
ALLASEN CARPET CO., INC. DBA DIAB M. ALLASEN CARPET
394 FRANKLIN STREET
BUFFALO, NY 14202

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-854-3127

1c. Federal Employer Identification Number of Insured or Social Security Number
161059049

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

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

3b. Policy Number of Entity Listed in Box 1a
LNY610004001

3c. Policy effective period
01/01/2024 to 12/31/2024

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 02-29-2024 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

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

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number Name and Title

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/7/2023

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

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

PRODUCER Brady Insurance Agency 10589 Main Street Clarence NY 14031	CONTACT NAME: Tom Brady PHONE (A/C, No, Ext): (716)759-2138 FAX (A/C, No): (716)759-2410 E-MAIL ADDRESS: tom@bradyia.com
INSURED Allasen Carpet Co Inc. & 394 Franklin Street Inc 394 FRANKLIN ST BUFFALO NY 14202-1509	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Main Street America Assurance — 29939 INSURER B: NGM Insurance Co — 14788 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL237709468 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 [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			BPV52408	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Individual Risk Mod Prem	$ 1,000,00 $ 500,00 $ 10,00 $ 1,000,00 $ 2,000,00 $ 2,000,00 $
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			B1V52408	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP-Basic	$ 1,000,00 $ $ $ $ 50,00
B	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			CUV52408	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,00 $ 5,000,00 $
A	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		W2V52408	7/1/2023	7/1/2024	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,00 $ 1,000,00 $ 1,000,00

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

Town of Amherst is also an additional insured on a primary and non-contributory basis under the General Liability coverage of bodily injury, property damage and personal & advertising injury only with regard to ongoing work performed by the insured for Town of Amherst, when evidence of a written and signed contract between named insured and certificate holder requiring the endorsement.
Workers' Compensation policy includes Owners

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Tom Brady/BRADY

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Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification

Title	:	**Group 20600- Floor Coverings and Related Services (Statewide Piggyback)** **Classification Code(s): 30, 52, 72**
Award Number	:	**PGB 23200** **(Replaces Award 23063)**
Contract Period	:	**February 11, 2022 - October 11, 2024**
Bid Opening Date	:	**N/A**
Date of Issue	:	**February 11, 2022 (Updated January 16, 2024)**
Specification Reference	:	**As Incorporated In The Piggyback Agreements**
Contractor Information	:	**Appears on Page 2 of this Award**

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Stacey Savage Title : Contract Management Specialist Phone : 518-473-6949 E-mail : ogs.sm.PS_Floorcovering@ogs.ny.gov	**Procurement Services Customer Services** Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return "Contract Performance Report" at end of document.

Description

This award is a piggyback from Sourcewell Master Contract #080819, Flooring Materials, with Related Supplies and Services.

This award includes installation services and several types of floor covering products including broadloom carpet, carpet tile, and vinyl tile.

This Award has 15% MBE, 15% WBE and 6% SDVOB goal requirements.

PR # 23200

(continued)

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NOTE: See individual contract items to determine actual awardees.

CONTRACT #	CONTRACTOR & ADDRESS	CONTACT & TELEPHONE #	FED. IDENT.#	NYS VENDOR#
PC69407	**Bentley Mills, Inc.** 14641 East Don Julian Road City of Industry, CA 91746	Carolyn Drummond (626) 934-2461 (800) 423-4709	680123642	1100082192
PC69408	**Interface Americas, Inc.** 1503 Orchard Hill Road LaGrange, GA 30240	Sharon Johnson (706) 812-6356 (800) 634-6032	582132517	1000009548
PC69409	**Mannington Mills, Inc.** 1844 US Highway 41 SE Calhoun, GA 30701	Jody Steger (703) 489-5698 (800) 241-2262	210506420	1000052775
PC69410	**Mohawk Carpet Distribution, Inc.** 160 S. Industrial Blvd. Calhoun, GA 30701	Brandi Purkey (706) 483-0874	582173403	1000009550
PC69411	**Shaw Industries, Inc** 616 East Walnut Avenue Dalton, GA 30721-4409	Darrien Munroe (770) 387-7281	352162582	1100003872
PC69412	**Tarkett USA, Inc.** 30000 Aurora Road Solon, OH 44139	Cathy Hake (706) 259-2635	631185575	1100222634

Cash Discount, If Shown, Should be Given Special Attention.

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

(continued)

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NOTE TO AUTHORIZED USERS:

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

(continued)

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State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor**_____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return by mail to:

PROCUREMENT SERVICES
Customer Services, 38th Floor
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

2060023200ra4

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Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

Group: 20600 Award: 23200 Flooring Coverings with Related Services

Vendor	Shaw Industries, Inc.
Contract Number	PC69411
Pricelist Date	June 30, 2023

Items which are highlighted "yellow" and made bold are items that meet NYS EO4 Specifications as self identified by the contractor. For information in regards to the NYS E04 Specifications, please visit the link below.

https://ogs.ny.gov/greenny/floor-coverings

SHAW CONTRACT

BROADLOOM

STYLE NUMBER	STYLE NAME	TYPE	UOM	MATERIAL ONLY RETAIL PRICE	% DISCOUNT	NY MEMBER PRICE
60728	ACCOMPLISH CLASSICBAC®	BROADLOOM	SY	$ 30.18	34.39%	$ 19.80
5A253	ACCORD CLASSICBAC®	BROADLOOM	SY	$ 19.13	31.78%	$ 13.05
5A297	ADAGE ULTRALOC® MB	BROADLOOM	SY	$ 58.85	22.15%	$ 45.81
5A367	AMBITION IV 20 CLASSICBAC®	BROADLOOM	SY	$ 15.55	32.15%	$ 10.55
5A368	AMBITION IV 26 CLASSICBAC®	BROADLOOM	SY	$ 18.61	32.17%	$ 12.63
5A252	AMEND CLASSICBAC®	BROADLOOM	SY	$ 19.13	31.91%	$ 13.03
5A176	AMPLIFY ULTRALOC®	BROADLOOM	SY	$ 38.18	25.57%	$ 28.41
5A270	ARCHWAY ULTRALOC®	BROADLOOM	SY	$ 106.88	22.16%	$ 83.19
5A208	ARTISAN LOOM ULTRALOC®	BROADLOOM	SY	$ 77.11	26.11%	$ 56.98
5A283	ARTIST PALETTE ULTRALOC®	BROADLOOM	SY	$ 83.39	22.17%	$ 64.90
60759	ASPIRE CLASSICBAC®	BROADLOOM	SY	$ 33.29	29.18%	$ 23.58
732V5	AT EASE 39 SOFTBAC	BROADLOOM	SY	$ 38.34	22.17%	$ 29.84
732W6	AT EASE 49 SOFTBAC	BROADLOOM	SY	$ 43.26	22.16%	$ 33.68
5A267	ATLAS ULTRALOC®	BROADLOOM	SY	$ 93.48	22.17%	$ 72.75
5A219	BASE METAL WOVEN UNITARY	BROADLOOM	SY	$ 149.53	34.93%	$ 97.30
60785	BATIK ULTRALOC®	BROADLOOM	SY	$ 58.55	22.16%	$ 45.58
5A299	BELIEF ULTRALOC® MB	BROADLOOM	SY	$ 58.85	22.15%	$ 45.81
5B094	BELLCOURT CLASSICBAC®	BROADLOOM	SY	$ 58.21	25.60%	$ 43.31
5A290	BELOW ULTRALOC®	BROADLOOM	SY	$ 20.86	22.17%	$ 16.24
5A243	BEYOND ULTRALOC®	BROADLOOM	SY	$ 66.75	28.05%	$ 48.03
5A235	BIRCH CLASSICBAC®	BROADLOOM	SY	$ 25.41	30.89%	$ 17.56
5A125	BLOG CLASSICBAC®	BROADLOOM	SY	$ 28.39	25.58%	$ 21.13
60746	BON JOUR II PERFORMANCE RUBBER BACKING	BROADLOOM	SY	$ 58.13	25.57%	$ 43.26
5A236	BOTAN ULTRALOC®	BROADLOOM	SY	$ 41.00	25.61%	$ 30.50
5A280	CARRARA ULTRALOC®	BROADLOOM	SY	$ 94.66	22.17%	$ 73.68
5A281	CASCADE ULTRALOC®	BROADLOOM	SY	$ 92.18	22.17%	$ 71.74
5A211	CHOK LOOM ULTRALOC®	BROADLOOM	SY	$ 82.38	25.58%	$ 61.30
5A345	COCOON CLASSICBAC®	BROADLOOM	SY	$ 19.91	22.16%	$ 15.50
5A353	COLCA ULTRALOC®	BROADLOOM	SY	$ 92.43	33.93%	$ 61.06

7P352	COLONEL CLASSICBAC®	BROADLOOM	SY	$ 14.45	22.15%	$	11.25
60550	CONSTELLATION ULTRLOC®	BROADLOOM	SY	$ 34.06	33.50%	$	22.65
5A213	CONTE' ULTRALOC®	BROADLOOM	SY	$ 36.76	25.54%	$	27.38
5A186	CONTOUR CLASSICBAC®	BROADLOOM	SY	$ 25.31	27.25%	$	18.41
5A178	CORE ULTRALOC®	BROADLOOM	SY	$ 46.91	26.75%	$	34.36
5B093	CRANFORD CLASSICBAC®	BROADLOOM	SY	$ 58.21	25.60%	$	43.31
5A032	DESIGN SERIES V 30 CLASSICBAC®	BROADLOOM	SY	$ 24.33	25.54%	$	18.11
5A033	DESIGN SERIES V 36 CLASSICBAC®	BROADLOOM	SY	$ 31.54	31.40%	$	21.64
5A358	DIAMONDS ULTRALOC®	BROADLOOM	SY	$ 81.81	33.93%	$	54.05
5A184	DIMENSION ULTRALOC®	BROADLOOM	SY	$ 34.51	25.57%	$	25.69
5A276	DOTS ULTRALOC®	BROADLOOM	SY	$ 57.04	22.18%	$	44.39
5A272	DRIP ULTRALOC®	BROADLOOM	SY	$ 91.69	22.17%	$	71.36
5A164	ECLECTIC CLASSICBAC®	BROADLOOM	SY	$ 24.71	25.54%	$	18.40
5A228	EDITION ULTRALOC®	BROADLOOM	SY	$ 63.75	25.59%	$	47.44
5A192	EFFECT ULTRALOC®	BROADLOOM	SY	$ 32.58	28.21%	$	23.39
5A259	EMBRACE ULTRALOC®	BROADLOOM	SY	$ 83.93	36.06%	$	53.66
5A344	ENDEAVOR CLASSICBAC®	BROADLOOM	SY	$ 13.48	22.17%	$	10.49
5A349	ENHANCE SOLID CLASSICBAC®	BROADLOOM	SY	$ 13.80	22.10%	$	10.75
5A348	ENHANCE TONAL CLASSICBAC®	BROADLOOM	SY	$ 13.80	22.10%	$	10.75
5A214	ERASE ULTRALOC®	BROADLOOM	SY	$ 36.76	25.54%	$	27.38
5A242	ESCAPE ULTRALOC®	BROADLOOM	SY	$ 43.74	22.18%	$	34.04
5A188	ESSENTIAL CLASSICBAC®	BROADLOOM	SY	$ 20.56	31.61%	$	14.06
5A221	FAULT ULTRALOC®	BROADLOOM	SY	$ 116.75	33.35%	$	77.81
60497	FIELD TRIP ULTRLOC®	BROADLOOM	SY	$ 29.43	26.27%	$	21.70
5A356	FLAME ULTRALOC®	BROADLOOM	SY	$ 113.86	33.94%	$	75.21
5A175	FLARE CLASSICBAC®	BROADLOOM	SY	$ 24.45	25.97%	$	18.10
5A174	FLICKER CLASSICBAC®	BROADLOOM	SY	$ 24.34	25.63%	$	18.10
5A038	FOSSIL CLASSICBAC®	BROADLOOM	SY	$ 22.78	36.61%	$	14.44
5A020	GLOW ULTRALOC®	BROADLOOM	SY	$ 61.60	35.73%	$	39.59
5A153	GRADIENT CLASSICBAC®	BROADLOOM	SY	$ 28.66	25.60%	$	21.33
5A289	GROUND ULTRALOC®	BROADLOOM	SY	$ 20.86	22.17%	$	16.24
5A190	GROUNDED ULTRALOC®	BROADLOOM	SY	$ 53.03	25.58%	$	39.46
5A234	GROVE CLASSICBAC®	BROADLOOM	SY	$ 25.41	30.89%	$	17.56
5A237	HANA ULTRALOC®	BROADLOOM	SY	$ 39.95	25.59%	$	29.73
60127	HARBOR CLASSICBAC®	BROADLOOM	SY	$ 18.83	39.19%	$	11.45
5A278	HERITAGE ULTRALOC®	BROADLOOM	SY	$ 93.98	22.15%	$	73.16
5B101	HERRINGBONE CLASSICBAC®	BROADLOOM	SY	$ 32.46	28.41%	$	23.24
60504	HIT THE BOOKS ULTRALOC®	BROADLOOM	SY	$ 27.98	25.56%	$	20.83
60786	IKAT ULTRALOC®	BROADLOOM	SY	$ 58.05	22.22%	$	45.15
5A177	ILLUMINATE ULTRALOC®	BROADLOOM	SY	$ 38.18	25.57%	$	28.41
60774	IMAGERY CLASSICBAC®	BROADLOOM	SY	$ 23.85	28.89%	$	16.96
5A229	INHERIT ULTRALOC®	BROADLOOM	SY	$ 63.75	25.59%	$	47.44
5A193	INLAY ULTRALOC®	BROADLOOM	SY	$ 32.58	28.21%	$	23.39
60589	INTERPLAY ULTRLOC®	BROADLOOM	SY	$ 26.23	26.32%	$	19.33
60777	INTUITION ULTRALOC® MB	BROADLOOM	SY	$ 47.59	31.50%	$	32.60
5A268	JOIN ULTRALOC®	BROADLOOM	SY	$ 92.73	22.18%	$	72.16

5B092	KENNEBUNK CLASSICBAC®	BROADLOOM	SY	$ 58.21	25.60%	$	$	$	43.31
5A354	KISTA BY LINDSAY STEAD ULTRALOC®	BROADLOOM	SY	$ 89.06	33.94%	$	$	$	58.84
5A238	KUSA ULTRALOC®	BROADLOOM	SY	$ 38.44	25.59%	$	$	$	28.60
5A183	LAYER ULTRALOC®	BROADLOOM	SY	$ 34.51	25.57%	$	$	$	25.69
5A282	LAYERED ULTRALOC®	BROADLOOM	SY	$ 97.49	22.16%	$	$	$	75.89
60787	LINEN ULTRALOC®	BROADLOOM	SY	$ 59.65	22.15%	$	$	$	46.44
5A165	MELD CLASSICBAC®	BROADLOOM	SY	$ 24.71	25.54%	$	$	$	18.40
5A277	METHOD ULTRALOC®	BROADLOOM	SY	$ 77.03	22.15%	$	$	$	59.96
5A204	MODIFY CLASSICBAC®	BROADLOOM	SY	$ 26.01	34.11%	$	$	$	17.14
5A218	MONOLITH WOVEN UNITARY	BROADLOOM	SY	$ 149.53	27.01%	$	$	$	109.14
5A301	MORAL ULTRALOC® MB	BROADLOOM	SY	$ 42.90	22.15%	$	$	$	33.40
5B091	MORITZ CLASSICBAC®	BROADLOOM	SY	$ 58.21	25.60%	$	$	$	43.31
5A265	MOSAIC ULTRALOC®	BROADLOOM	SY	$ 59.00	22.16%	$	$	$	45.93
5A279	MOTIF ULTRALOC®	BROADLOOM	SY	$ 62.96	22.18%	$	$	$	49.00
50875	MOVEMENT ULTRALOC®	BROADLOOM	SY	$ 43.13	37.66%	$	$	$	26.89
5A179	NATURAL SELECTION ULTRALOC®	BROADLOOM	SY	$ 104.30	29.90%	$	$	$	73.11
5A292	NICHE CLASSICBAC®	BROADLOOM	SY	$ 14.59	22.19%	$	$	$	11.35
5A338	NOOK CLASSICBAC®	BROADLOOM	SY	$ 17.75	22.11%	$	$	$	13.83
5A337	NOTED CLASSICBAC®	BROADLOOM	SY	$ 14.31	22.10%	$	$	$	11.15
5A300	NOTION ULTRALOC® MB	BROADLOOM	SY	$ 42.90	22.15%	$	$	$	33.40
5A293	NOVICE CLASSICBAC®	BROADLOOM	SY	$ 11.89	22.19%	$	$	$	9.25
5A187	OUTLINE CLASSICBAC®	BROADLOOM	SY	$ 25.31	27.25%	$	$	$	18.41
5A271	PATHWAY ULTRALOC®	BROADLOOM	SY	$ 95.51	22.16%	$	$	$	74.35
5A294	PERIMETER CLASSICBAC®	BROADLOOM	SY	$ 10.06	22.11%	$	$	$	7.84
5A342	PERSONABLE CLASSICBAC®	BROADLOOM	SY	$ 18.26	22.18%	$	$	$	14.21
5A025	PETO II CLASSICBAC®	BROADLOOM	SY	$ 24.58	25.64%	$	$	$	18.28
5B110	PLEAT CLASSICBAC®	BROADLOOM	SY	$ 28.46	25.73%	$	$	$	21.14
5A295	PREPARE CLASSICBAC®	BROADLOOM	SY	$ 13.10	22.23%	$	$	$	10.19
5A189	PRIME CLASSICBAC®	BROADLOOM	SY	$ 20.56	31.61%	$	$	$	14.06
5A347	PROLIFIC BERBER CLASSICBAC®	BROADLOOM	SY	$ 12.43	22.13%	$	$	$	9.68
5A346	PROLIFIC SOLID CLASSICBAC®	BROADLOOM	SY	$ 11.89	22.19%	$	$	$	9.25
5A343	PROMINENT CLASSICBAC®	BROADLOOM	SY	$ 18.26	22.18%	$	$	$	14.21
60730	PROSPER CLASSICBAC®	BROADLOOM	SY	$ 30.19	31.27%	$	$	$	20.75
60784	QUEST ULTRALOC® MB	BROADLOOM	SY	$ 47.59	27.82%	$	$	$	34.35
5B118	REFUGE ULTRALOC®	BROADLOOM	SY	$ 30.13	25.60%	$	$	$	22.41
5A256	REIMAGINE CLASSICBAC®	BROADLOOM	SY	$ 26.44	36.42%	$	$	$	16.81
5A339	REMEDY I CLASSICBAC®	BROADLOOM	SY	$ 21.66	22.16%	$	$	$	16.86
5A340	REMEDY II CLASSICBAC®	BROADLOOM	SY	$ 26.98	22.15%	$	$	$	21.00
5A248	REMINISCE ULTRALOC®	BROADLOOM	SY	$ 27.90	38.03%	$	$	$	17.29
5B119	RETREAT ULTRALOC®	BROADLOOM	SY	$ 30.13	25.60%	$	$	$	22.41
5A266	RIBBONS ULTRALOC®	BROADLOOM	SY	$ 94.04	22.16%	$	$	$	73.20
5A274	SACRED ULTRALOC®	BROADLOOM	SY	$ 62.28	22.16%	$	$	$	48.48
5A255	SCENERY CLASSICBAC®	BROADLOOM	SY	$ 23.85	33.70%	$	$	$	15.81
50521	SCEPTER II CLASSICBAC®	BROADLOOM	SY	$ 56.06	34.00%	$	$	$	37.00
5A215	SCRIBE CLASSICBAC®	BROADLOOM	SY	$ 24.46	29.89%	$	$	$	17.15
60775	SENTIMENT CLASSICBAC®	BROADLOOM	SY	$ 24.83	35.44%	$	$	$	16.03
5A357	SHALE ULTRALOC®	BROADLOOM	SY	$ 109.29	33.94%	$	$	$	72.20
5A260	SHARE ULTRALOC®	BROADLOOM	SY	$ 119.25	35.86%	$	$	$	76.49
5A137	SOLID CLASSICBAC®	BROADLOOM	SY	$ 46.38	25.58%	$	$	$	34.51
60783	SOPHISTICATION ULTRALOC® MB	BROADLOOM	SY	$ 47.59	28.00%	$	$	$	34.26
50911	SPACE CLASSICBAC®	BROADLOOM	SY	$ 26.19	25.58%	$	$	$	19.49

5B102	SQUARES CLASSICBAC®	BROADLOOM	SY	$ 32.46	28.41%	$ 23.24
5A257	STATEMENT CLASSICBAC®	BROADLOOM	SY	$ 29.14	37.17%	$ 18.31
5A247	STAY ULTRALOC®	BROADLOOM	SY	$ 27.23	36.50%	$ 17.29
5A355	STONE ULTRALOC®	BROADLOOM	SY	$ 85.14	33.93%	$ 56.25
5A220	STRATA ULTRALOC®	BROADLOOM	SY	$ 116.75	25.67%	$ 86.78
5A273	STRIATION ULTRALOC®	BROADLOOM	SY	$ 77.96	22.16%	$ 60.69
5B103	STRIPES CLASSICBAC®	BROADLOOM	SY	$ 32.46	28.41%	$ 23.24
5A216	STYLUS CLASSICBAC®	BROADLOOM	SY	$ 24.46	29.89%	$ 17.15
5A233	SUMMIT CLASSICBAC®	BROADLOOM	SY	$ 25.41	30.89%	$ 17.56
5A275	SWERVE ULTRALOC®	BROADLOOM	SY	$ 57.33	22.18%	$ 44.61
5A205	SWITCH CLASSICBAC®	BROADLOOM	SY	$ 26.01	34.11%	$ 17.14
5B111	TAPER CLASSICBAC®	BROADLOOM	SY	$ 28.46	25.73%	$ 21.14
60788	TAPESTRY ULTRALOC®	BROADLOOM	SY	$ 59.65	22.15%	$ 46.44
5A037	TERRA CLASSICBAC®	BROADLOOM	SY	$ 22.78	36.61%	$ 14.44
5A123	TEXT CLASSICBAC®	BROADLOOM	SY	$ 28.39	25.58%	$ 21.13
5A249	TEXTILE ULTRALOC®	BROADLOOM	SY	$ 61.66	22.16%	$ 48.00
5A180	TIMBER ULTRALOC®	BROADLOOM	SY	$ 54.84	35.13%	$ 35.58
5A151	TINT CLASSICBAC®	BROADLOOM	SY	$ 26.61	25.60%	$ 19.80
5A152	TONE CLASSICBAC®	BROADLOOM	SY	$ 26.61	25.60%	$ 19.80
5A203	TRANSFER CLASSICBAC®	BROADLOOM	SY	$ 26.01	34.11%	$ 17.14
5A298	TRUISM ULTRALOC® MB	BROADLOOM	SY	$ 58.85	22.15%	$ 45.81
60117	UPSCALE CLASSICBAC®	BROADLOOM	SY	$ 18.83	39.19%	$ 11.45
5A352	VERVE ULTRALOC®	BROADLOOM	SY	$ 113.78	33.94%	$ 75.16
5A269	WATERFALL ULTRALOC®	BROADLOOM	SY	$ 93.90	22.15%	$ 73.10
60745	WELCOME II PERFORMANCE RUBBER BACKING	BROADLOOM	SY	$ 58.39	25.63%	$ 43.43
60751	WHISPER WALLCOVERING SBR LATEX	BROADLOOM	SY	$ 32.63	22.07%	$ 25.43
5A371	WISDOM ULTRALOC® MB	BROADLOOM	SY	$ 33.43	32.83%	$ 22.45

TILE

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
5T392	ABOVE ECOWORX® TILE	TILE	SY	$ 37.01	22.19%	$ 28.80
5T003	ABSORBED ECOWORX® TILE	TILE	SY	$ 54.25	27.63%	$ 39.26
5T107	ACHROMATIC ECOWORX® TILE	TILE	SY	$ 55.96	37.79%	$ 34.81
5T089	ACTIVITY ECOWORX® TILE	TILE	SY	$ 58.16	25.60%	$ 43.28
5T427	ADAGE ECOWORX® TILE	TILE	SY	$ 70.68	22.16%	$ 55.01
5T202	ADVANCE ECOWORX® TILE	TILE	SY	$ 56.70	30.09%	$ 39.64
5T015	AGATE ECOWORX® TILE	TILE	SY	$ 65.98	30.28%	$ 46.00
5T135	ALCHEMY ECOWORX® TILE	TILE	SY	$ 84.93	28.41%	$ 60.80
5T006	ALIGN ECOWORX® TILE	TILE	SY	$ 55.88	27.19%	$ 40.69
5T494	ALL TOGETHER ECOWORX® TILE	TILE	SY	$ 42.49	33.45%	$ 28.28
59327	ALLURE ECOWORX® TILE	TILE	SY	$ 40.64	25.56%	$ 30.25
5T495	ALONGSIDE ECOWORX® TILE	TILE	SY	$ 42.49	33.45%	$ 28.28
5T126	ANALOG 18" X 36" ECOWORX® TILE	TILE	SY	$ 55.11	29.14%	$ 39.05
5T058	ANGLE ECOWORX® TILE	TILE	SY	$ 74.35	35.05%	$ 48.29
5T004	APPLIED ECOWORX® TILE	TILE	SY	$ 54.25	27.67%	$ 39.24
5T294	ARRANGE STRATAWORX® TILE	TILE	SY	$ 31.16	36.18%	$ 19.89
5T295	ARRAY STRATAWORX® TILE	TILE	SY	$ 31.16	36.18%	$ 19.89
5T097	ARTISAN ECOWORX® TILE	TILE	SY	$ 105.00	30.15%	$ 73.34
5T064	AUGMENT ECOWORX® TILE	TILE	SY	$ 51.10	27.23%	$ 37.19
5T376	AWARE 18" X 36" ECOLOGIX®	TILE	SY	$ 49.03	19.71%	$ 39.36
5T358	AWARE 18" X 36" ECOWORX® TILE	TILE	SY	$ 44.19	22.15%	$ 34.40

5T303	BACK WEAVE ECOWORX® TILE	TILE	SY	$ 77.40	31.64%	$	$	$	52.91
5T389	BALCONY ECOWORX® TILE	TILE	SY	$ 31.73	22.18%	$	$	$	24.69
5T198	BASALT II ECOWORX® TILE	TILE	SY	$ 52.00	28.27%	$	$	$	37.30
5T159	BASE HEXAGON ECOWORX® TILE	TILE	SY	$ 71.91	25.59%	$	$	$	53.51
5T121	BASIC ECOWORX® TILE	TILE	SY	$ 34.76	28.98%	$	$	$	24.69
5T348	BATIK 18" X 36" ECOWORX® TILE	TILE	SY	$ 72.14	22.16%	$	$	$	56.15
5T429	BELIEF ECOWORX® TILE	TILE	SY	$ 70.68	22.16%	$	$	$	55.01
5T261	BELONG ECOWORX® TILE	TILE	SY	$ 40.16	28.26%	$	$	$	28.81
5T057	BEVEL HEXAGON ECOWORX® TILE	TILE	SY	$ 93.69	34.34%	$	$	$	61.51
5T218	BEYOND ECOWORX® TILE	TILE	SY	$ 92.10	31.68%	$	$	$	62.93
5T043	BIAS ECOWORX® TILE	TILE	SY	$ 55.85	26.25%	$	$	$	41.19
5T448	BISECT ECOWORX® TILE	TILE	SY	$ 31.96	22.76%	$	$	$	24.69
5T032	BON JOUR II ECOWORX® TILE	TILE	SY	$ 73.24	25.58%	$	$	$	54.50
5T192	BOTAN ECOWORX® TILE	TILE	SY	$ 60.95	29.82%	$	$	$	42.78
5T314	BOUNDLESS ECOWORX® TILE	TILE	SY	$ 46.46	35.02%	$	$	$	30.19
59113	BYLINE ECOWORX® TILE	TILE	SY	$ 42.59	25.59%	$	$	$	31.69
5T493	CALM STRATAWORX® TILE	TILE	SY	$ 38.68	33.45%	$	$	$	25.74
59554	CAPTIVATE ECOWORX® TILE	TILE	SY	$ 43.90	26.59%	$	$	$	32.23
59579	CATALYST ECOWORX® TILE	TILE	SY	$ 40.01	27.05%	$	$	$	29.19
5T492	CENTERED STRATAWORX® TILE	TILE	SY	$ 38.68	33.45%	$	$	$	25.74
5T176	CENTRAL LINE ECOWORX® TILE	TILE	SY	$ 41.48	27.22%	$	$	$	30.19
5T124	CENTRIC ECOWORX® TILE	TILE	SY	$ 37.84	34.76%	$	$	$	24.69
5T232	CHALET 9" X 36" ECOWORX® TILE	TILE	SY	$ 45.11	28.56%	$	$	$	32.23
59561	CHARISMA ECOWORX® TILE	TILE	SY	$ 52.26	31.09%	$	$	$	36.01
5T281	CHECK ECOWORX® TILE	TILE	SY	$ 72.90	22.96%	$	$	$	56.16
5T485	CHISEL ECOWORX® TILE	TILE	SY	$ 66.41	33.95%	$	$	$	43.86
5T100	CHOK ECOWORX® TILE	TILE	SY	$ 109.01	28.76%	$	$	$	77.66
5T444	CHROMATONE ECOWORX® TILE	TILE	SY	$ 48.45	25.57%	$	$	$	36.06
5T175	CITY CENTRAL ECOWORX® TILE	TILE	SY	$ 41.48	27.22%	$	$	$	30.19
59564	CLEAR ECOWORX® TILE	TILE	SY	$ 39.04	25.58%	$	$	$	29.05
5T381	CLEARING ECOWORX® TILE	TILE	SY	$ 50.13	22.19%	$	$	$	39.00
5T096	CLOTH ECOWORX® TILE	TILE	SY	$ 104.64	26.83%	$	$	$	76.56
5T497	COLLABORATION ECOWORX® TILE	TILE	SY	$ 46.54	33.41%	$	$	$	30.99
5T438	COLLECTIVE I ECOWORX® TILE	TILE	SY	$ 38.10	22.18%	$	$	$	29.65
5T439	COLLECTIVE II ECOWORX® TILE	TILE	SY	$ 38.10	22.18%	$	$	$	29.65
5T440	COLLECTIVE III ECOWORX® TILE	TILE	SY	$ 38.10	22.18%	$	$	$	29.65
5T441	COLLECTIVE IV ECOWORX® TILE	TILE	SY	$ 39.70	22.17%	$	$	$	30.90
5T442	COLLECTIVE V ECOWORX® TILE	TILE	SY	$ 39.70	22.17%	$	$	$	30.90
5T112	COLOR FORM 9" X 36" ECOWORX® TILE	TILE	SY	$ 50.48	28.19%	$	$	$	36.25
5T081	COLOR FRAME ECOWORX® TILE	TILE	SY	$ 51.95	34.58%	$	$	$	33.99
59358	COLOR PLAY ECOWORX® TILE	TILE	SY	$ 60.08	33.57%	$	$	$	39.91
5T161	COLOR SHIFT HEXAGON ECOWORX® TILE	TILE	SY	$ 71.91	25.59%	$	$	$	53.51
5T323	COMMONS ECOWORX® TILE	TILE	SY	$ 34.36	22.15%	$	$	$	26.75
5T352	COMPANION STRATAWORX®	TILE	SY	$ 30.54	22.14%	$	$	$	23.78
59342	CONNECT ECOWORX® TILE	TILE	SY	$ 52.89	25.55%	$	$	$	39.38
5T377	CONSCIOUS 18" X 36" ECOLOGIX®	TILE	SY	$ 49.03	19.71%	$	$	$	39.36
5T359	CONSCIOUS 18" X 36" ECOWORX® TILE	TILE	SY	$ 44.19	22.15%	$	$	$	34.40
59326	CONSTELLATION ECOWORX® TILE	TILE	SY	$ 58.79	35.47%	$	$	$	37.94
5T104	CONSTRUCT ECOWORX® TILE	TILE	SY	$ 51.04	25.57%	$	$	$	37.99
5T160	CONTACT HEXAGON ECOWORX® TILE	TILE	SY	$ 71.91	25.59%	$	$	$	53.51
5T269	CONVENE ECOWORX® TILE	TILE	SY	$ 51.48	22.17%	$	$	$	40.06

5T103	COPY ECOWORX® TILE		TILE	SY	$	51.04	25.57%	$	$	37.99
5T353	CORRESPOND STRATAWORX®		TILE	SY	$	30.54	22.14%	$	$	23.78
5T140	CREATE ECOWORX® TILE		TILE	SY	$	85.40	26.23%	$	$	63.00
5T396	CURIOSITY ECOWORX® TILE		TILE	SY	$	50.80	22.17%	$	$	39.54
5T350	CURRENT ECOWORX® TILE		TILE	SY	$	40.73	22.16%	$	$	31.70
5T241	CURVE ECOWORX® TILE		TILE	SY	$	56.61	22.17%	$	$	44.06
5T203	DASH ECOWORX® TILE		TILE	SY	$	56.70	30.09%	$	$	39.64
5T211	DEPTH ECOWORX® TILE		TILE	SY	$	82.98	37.97%	$	$	51.48
5T242	DIAGONAL ECOWORX® TILE		TILE	SY	$	56.61	22.17%	$	$	44.06
5T233	DIFFUSE 24" X 24" ECOLOGIX®		TILE	SY	$	43.29	31.45%	$	$	29.68
5T234	DIFFUSE 24" X 24" ECOLOGIX® ES		TILE	SY	$	45.75	27.16%	$	$	33.33
59575	DIFFUSE 24" X 24" ECOWORX® TILE		TILE	SY	$	42.46	39.14%	$	$	25.84
5T185	DIFFUSE 9" X 36" ECOWORX® TILE		TILE	SY	$	41.36	27.04%	$	$	30.18
5T478	DIFFUSE COLOR 24" X 24" ECOWORX® TILE		TILE	SY	$	37.38	33.95%	$	$	24.69
5T419	DIFFUSE STRATAWORX® TILE		TILE	SY	$	28.20	22.16%	$	$	21.95
5T071	DIRECTION ECOWORX® TILE		TILE	SY	$	40.68	32.92%	$	$	27.29
5T217	DISCOVER ECOWORX® TILE		TILE	SY	$	64.74	31.21%	$	$	44.54
5T395	DISCUSSION ECOWORX® TILE		TILE	SY	$	50.80	22.17%	$	$	39.54
59576	DISPERSE 24" X 24" ECOWORX® TILE		TILE	SY	$	42.74	39.56%	$	$	25.83
5T184	DISPERSE 9" X 36" ECOWORX® TILE		TILE	SY	$	41.36	27.04%	$	$	30.18
5T479	DISPERSE COLOR 24" X 24" ECOWORX® TILE		TILE	SY	$	37.38	33.95%	$	$	24.69
5T127	DISTORT 18" X 36" ECOWORX® TILE		TILE	SY	$	55.11	29.14%	$	$	39.05
5T411	DIVVY ECOWORX® TILE		TILE	SY	$	68.30	25.60%	$	$	50.81
5T457	DOWNTIME STRATAWORX® TILE		TILE	SY	$	25.55	22.16%	$	$	19.89
5T265	DREAM ECOWORX® TILE		TILE	SY	$	39.94	27.86%	$	$	28.81
5T142	DRIFT ECOWORX® TILE		TILE	SY	$	59.01	27.96%	$	$	42.51
5T349	DUNE ECOWORX® TILE		TILE	SY	$	40.73	22.16%	$	$	31.70
5T239	DWELLING ECOWORX® TILE		TILE	SY	$	55.05	25.91%	$	$	40.79
5T041	DYE LAB ECOWORX® TILE		TILE	SY	$	79.46	29.19%	$	$	56.26
59338	EARTH TONE ECOWORX® TILE		TILE	SY	$	68.68	27.94%	$	$	49.49
5T343	EASE 9" X 36" ECOLOGIX®		TILE	SY	$	42.04	22.12%	$	$	32.74
5T388	ELEVATE ECOWORX® TILE		TILE	SY	$	31.73	22.18%	$	$	24.69
5T040	EMBARK ECOWORX® TILE		TILE	SY	$	40.98	25.63%	$	$	30.48
5T371	ENCLAVE ECOWORX® TILE		TILE	SY	$	53.15	22.15%	$	$	41.38
5T305	ENDLESS ECOWORX® TILE		TILE	SY	$	55.80	25.63%	$	$	41.50
5T458	ENERGIZE STRATAWORX® TILE		TILE	SY	$	25.55	22.16%	$	$	19.89
5T187	ENGAGE ECOWORX® TILE		TILE	SY	$	45.34	25.59%	$	$	33.74
5T033	ENTREE ECOWORX® TILE		TILE	SY	$	74.04	25.61%	$	$	55.08
59337	ENTWINE ECOWORX® TILE		TILE	SY	$	66.66	25.76%	$	$	49.49
5T268	ESTABLISH ECOWORX® TILE		TILE	SY	$	51.48	22.17%	$	$	40.06
5T304	EXCHANGE ECOWORX® TILE		TILE	SY	$	77.40	31.64%	$	$	52.91
5T219	EXPANSE ECOWORX® TILE		TILE	SY	$	92.10	31.68%	$	$	62.93
5T143	EXPLORE ECOWORX® TILE		TILE	SY	$	60.59	35.32%	$	$	39.19
5T151	EXPOSE ECOWORX® TILE		TILE	SY	$	58.16	25.72%	$	$	43.20
5T405	FACE TO FACE ECOWORX® TILE		TILE	SY	$	80.08	22.15%	$	$	62.34
5T235	FAMILIAR ECOWORX® TILE		TILE	SY	$	82.45	32.35%	$	$	55.78
5T199	FAULT LINES II ECOWORX® TILE		TILE	SY	$	52.00	28.27%	$	$	37.30
5T455	FELTED HIGH DENSITY NON-WOVEN PET COMPOSITE		TILE	SF	$	7.31	33.85%	$	$	4.84
5T079	FIELD ECOWORX® TILE		TILE	SY	$	42.73	33.11%	$	$	28.58
5T113	FINE POINT 18" X 36" ECOWORX® TILE		TILE	SY	$	59.75	34.39%	$	$	39.20
5T321	FLAT WEAVE ECOWORX® TILE		TILE	SY	$	55.13	32.98%	$	$	36.95

5T500	FOLLOW-UP ECOWORX® TILE	TILE	SY	$ 46.54	33.41%	$ 30.99
5T136	FORM ECOWORX® TILE	TILE	SY	$ 84.93	30.66%	$ 58.89
5T169	FOUNDATION ECOWORX® TILE	TILE	SY	$ 60.30	25.56%	$ 44.89
5T038	FRINGE ECOWORX® TILE	TILE	SY	$ 55.01	34.69%	$ 35.93
59562	GLAZE ECOWORX® TILE	TILE	SY	$ 39.04	25.58%	$ 29.05
59329	GLIMMER ECOWORX® TILE	TILE	SY	$ 40.64	25.56%	$ 30.25
5T128	GLITCH 9" X 36" ECOWORX® TILE	TILE	SY	$ 55.11	29.14%	$ 39.05
59360	GLITZ ECOWORX® TILE	TILE	SY	$ 72.28	36.38%	$ 45.99
5T339	GRADATION ECOWORX® TILE	TILE	SY	$ 71.98	22.16%	$ 56.03
59534	GRADIENT ECOWORX® TILE	TILE	SY	$ 47.95	25.57%	$ 35.69
5T200	GRAVEL II ECOWORX® TILE	TILE	SY	$ 52.00	28.27%	$ 37.30
5T486	GRIT ECOWORX® TILE	TILE	SY	$ 66.41	33.95%	$ 43.86
5T390	HABITAT ECOWORX® TILE	TILE	SY	$ 37.01	22.15%	$ 28.81
5T193	HANA ECOWORX® TILE	TILE	SY	$ 60.95	32.94%	$ 40.88
5T450	HAND IN HAND ECOWORX® TILE	TILE	SY	$ 56.15	22.17%	$ 43.70
5T037	HAZE ECOWORX® TILE	TILE	SY	$ 55.01	34.69%	$ 35.93
5T320	HEDDLE ECOWORX® TILE	TILE	SY	$ 55.13	32.98%	$ 36.95
5T134	HONED ECOWORX® TILE	TILE	SY	$ 80.18	29.00%	$ 56.93
5T236	HONEST ECOWORX® TILE	TILE	SY	$ 82.45	32.35%	$ 55.78
5T282	HOUNDSTOOTH 18" X 36" ECOWORX® TILE	TILE	SY	$ 72.90	22.96%	$ 56.16
5T460	HUB ACCENT STRATAWORX® TILE	TILE	SY	$ 30.10	33.93%	$ 19.89
5T459	HUB STRATAWORX® TILE	TILE	SY	$ 25.55	22.16%	$ 19.89
5T498	HUDDLE ECOWORX® TILE	TILE	SY	$ 46.54	33.41%	$ 30.99
59580	HYBRID ECOWORX® TILE	TILE	SY	$ 40.01	27.05%	$ 29.19
5T065	HYPE ECOWORX® TILE	TILE	SY	$ 51.10	27.23%	$ 37.19
5T237	IDENTITY ECOWORX® TILE	TILE	SY	$ 82.45	32.35%	$ 55.78
5T346	IKAT 18" X 36" ECOWORX® TILE	TILE	SY	$ 72.14	22.16%	$ 56.15
5T188	IMPACT ECOWORX® TILE	TILE	SY	$ 46.45	27.37%	$ 33.74
5T257	IMPRESSION I ECOWORX® TILE	TILE	SY	$ 61.18	22.17%	$ 47.61
5T258	IMPRESSION II ECOWORX® TILE	TILE	SY	$ 61.18	22.17%	$ 47.61
5T259	IMPRESSION III ECOWORX® TILE	TILE	SY	$ 61.18	22.17%	$ 47.61
5T260	IMPRESSION IV ECOWORX® TILE	TILE	SY	$ 61.18	22.17%	$ 47.61
59592	IMPRINT ECOWORX® TILE	TILE	SY	$ 61.34	25.58%	$ 45.65
5T451	IN COMMON ECOWORX® TILE	TILE	SY	$ 53.69	22.16%	$ 41.79
5T496	IN TUNE ECOWORX® TILE	TILE	SY	$ 42.49	33.45%	$ 28.28
5T010	INFINITE ECOWORX® TILE	TILE	SY	$ 45.10	39.83%	$ 27.14
59339	INGRAIN ECOWORX® TILE	TILE	SY	$ 68.68	27.94%	$ 49.49
5T208	INTENT STRATAWORX® TILE	TILE	SY	$ 29.14	31.75%	$ 19.89
5T378	INTENTION 18" X 36" ECOLOGIX®	TILE	SY	$ 49.03	19.71%	$ 39.36
5T360	INTENTION 18" X 36" ECOWORX® TILE	TILE	SY	$ 44.19	22.15%	$ 34.40
5T344	INTERLUDE ECOLOGIX®	TILE	SY	$ 42.04	22.12%	$ 32.74
59558	INTRIGUE ECOWORX® TILE	TILE	SY	$ 43.89	26.58%	$ 32.23
5T280	JACQUARD 18" X 36" ECOWORX® TILE	TILE	SY	$ 72.90	22.96%	$ 56.16
5T016	JASPER ECOWORX® TILE	TILE	SY	$ 65.98	27.46%	$ 47.86
5T412	JIVE ECOWORX® TILE	TILE	SY	$ 68.30	25.60%	$ 50.81
5T046	KASURI ECOWORX® TILE	TILE	SY	$ 55.85	26.25%	$ 41.19
5T499	KICKOFF ECOWORX® TILE	TILE	SY	$ 46.54	33.41%	$ 30.99
59359	KINETIC ECOWORX® TILE	TILE	SY	$ 59.90	30.95%	$ 41.36
5T099	KIT ECOWORX® TILE	TILE	SY	$ 95.51	27.06%	$ 69.66
5T301	KNOTTED ECOWORX® TILE	TILE	SY	$ 77.40	31.64%	$ 52.91
5T194	KUSA ECOWORX® TILE	TILE	SY	$ 58.64	33.07%	$ 39.25

5T449	LANDFORM ECOWORX® TILE		TILE	SY	$	31.96	22.76%	$	24.69
5T373	LANDING ECOWORX® TILE		TILE	SY	$	53.15	22.15%	$	41.38
5T375	LANDING EDGE ECOWORX® TILE		TILE	SY	$	53.15	22.15%	$	41.38
59106	LINAGE ECOWORX® TILE		TILE	SY	$	45.36	25.54%	$	33.78
5T055	LINEAR HEXAGON ECOWORX® TILE		TILE	SY	$	80.91	26.83%	$	59.20
5T056	LINEAR SHIFT HEXAGON ECOWORX® TILE		TILE	SY	$	81.75	30.50%	$	56.81
5T345	LINEN TILE ECOWORX® TILE		TILE	SY	$	72.14	22.16%	$	56.15
5T114	LINEWEIGHT 18" X 36" ECOWORX® TILE		TILE	SY	$	59.75	34.39%	$	39.20
5T325	MAKERSPACE ECOWORX® TILE		TILE	SY	$	34.36	22.15%	$	26.75
5T130	MANIPULATE 9" X 36" ECOWORX® TILE		TILE	SY	$	55.11	29.14%	$	39.05
5T101	MATMEE ECOWORX® TILE		TILE	SY	$	109.01	29.10%	$	77.29
5T263	MEMORY ECOWORX® TILE		TILE	SY	$	40.28	28.47%	$	28.81
59167	MERGE ECOWORX® TILE		TILE	SY	$	60.80	26.50%	$	44.69
5T044	MESH ECOWORX® TILE		TILE	SY	$	55.85	26.25%	$	41.19
5T014	MICA ECOWORX® TILE		TILE	SY	$	65.98	31.10%	$	45.46
59164	MINIMAL ECOWORX® TILE		TILE	SY	$	60.80	26.50%	$	44.69
59502	MOMENTUM IV ECOWORX® TILE		TILE	SY	$	41.85	34.41%	$	27.45
5T238	NEST ECOWORX® TILE		TILE	SY	$	55.05	25.91%	$	40.79
5T309	OBSERVE COLOR ECOWORX® TILE		TILE	SY	$	61.54	27.69%	$	44.50
5T306	OBSERVE ECOWORX® TILE		TILE	SY	$	55.80	25.63%	$	41.50
5T296	OFFSET STRATAWORX® TILE		TILE	SY	$	31.16	36.18%	$	19.89
5T166	ORNATE ECOWORX® TILE		TILE	SY	$	80.18	27.73%	$	57.95
5T413	PACE ECOWORX® TILE		TILE	SY	$	68.30	25.60%	$	50.81
5T354	PARTNER STRATAWORX®		TILE	SY	$	30.54	22.14%	$	23.78
5T034	PATH ECOWORX® TILE		TILE	SY	$	68.30	25.60%	$	50.81
5T201	PAVERS II ECOWORX® TILE		TILE	SY	$	52.00	28.27%	$	37.30
59369	PETO II 20 ECOWORX® TILE		TILE	SY	$	46.24	31.74%	$	31.56
59371	PETO II 26 ECOWORX® TILE		TILE	SY	$	58.31	38.95%	$	35.60
5T098	PLAIN WEAVE ECOWORX® TILE		TILE	SY	$	103.18	32.59%	$	69.55
5T374	PLAINS ECOWORX® TILE		TILE	SY	$	53.15	22.15%	$	41.38
5T054	PLANE HEXAGON ECOWORX® TILE		TILE	SY	$	80.18	35.32%	$	51.86
5T243	POINT ECOWORX® TILE		TILE	SY	$	56.61	22.17%	$	44.06
5T035	PORTAL ECOWORX® TILE		TILE	SY	$	68.30	25.60%	$	50.81
5T491	POSITIVE STRATAWORX® TILE		TILE	SY	$	38.68	33.45%	$	25.74
5T206	POURED ECOWORX® TILE		TILE	SY	$	36.34	32.07%	$	24.69
5T420	POURED STRATAWORX® TILE		TILE	SY	$	28.20	22.16%	$	21.95
5T394	PRACTICE ECOWORX® TILE		TILE	SY	$	50.80	22.17%	$	39.54
5T213	PRESENCE ECOWORX® TILE		TILE	SY	$	82.98	28.51%	$	59.33
5T379	PRESENT 18" X 36" ECOLOGIX®		TILE	SY	$	49.03	19.71%	$	39.36
5T361	PRESENT 18" X 36" ECOWORX® TILE		TILE	SY	$	44.19	22.15%	$	34.40
5T423	PRESERVE ECOWORX® TILE		TILE	SY	$	51.35	22.15%	$	39.98
5T123	PRIMARY ECOWORX® TILE		TILE	SY	$	34.76	28.98%	$	24.69
5T170	PRIMITIVE ECOWORX® TILE		TILE	SY	$	141.50	26.55%	$	103.93
5T302	PROCESS ECOWORX® TILE		TILE	SY	$	77.40	31.64%	$	52.91
5T209	PURPOSE STRATAWORX® TILE		TILE	SY	$	29.14	31.75%	$	19.89
5T324	QUAD ECOWORX® TILE		TILE	SY	$	34.36	22.15%	$	26.75
5T017	QUARTZ ECOWORX® TILE		TILE	SY	$	65.98	34.89%	$	42.96
59361	RADIANCE ECOWORX® TILE		TILE	SY	$	72.25	37.60%	$	45.09
5T078	REALM ECOWORX® TILE		TILE	SY	$	41.59	33.13%	$	27.81
5T139	REFLECT ECOWORX® TILE		TILE	SY	$	90.40	26.48%	$	66.46
5T152	RELIEF ECOWORX® TILE		TILE	SY	$	58.16	25.72%	$	43.20

5T141	RENEW ECOWORX® TILE	TILE	SY	$ 60.59	27.24%	$ 44.09
59387	REPARTEE ECOWORX® TILE	TILE	SY	$ 52.94	33.53%	$ 35.19
5T310	RESPOND COLOR ECOWORX® TILE	TILE	SY	$ 61.54	27.69%	$ 44.50
5T307	RESPOND ECOWORX® TILE	TILE	SY	$ 55.80	25.63%	$ 41.50
5T168	RESURFACE ECOWORX® TILE	TILE	SY	$ 72.83	25.59%	$ 54.19
5T165	RETHREAD ECOWORX® TILE	TILE	SY	$ 80.18	27.73%	$ 57.95
5T069	REVERSE ECOWORX® TILE	TILE	SY	$ 40.68	32.92%	$ 27.29
5T446	RIDGE ECOWORX® TILE	TILE	SY	$ 31.96	22.76%	$ 24.69
5T105	ROTATE ECOWORX® TILE	TILE	SY	$ 51.04	25.57%	$ 37.99
5T109	SATURATE ECOWORX® TILE	TILE	SY	$ 55.96	37.79%	$ 34.81
5T080	SCAPE ECOWORX® TILE	TILE	SY	$ 41.48	33.00%	$ 27.79
5T007	SCULPT ECOWORX® TILE	TILE	SY	$ 55.88	28.82%	$ 39.78
5T183	SCULPT LOOP ECOWORX® TILE	TILE	SY	$ 53.48	25.62%	$ 39.78
5T172	SEA ECOWORX® TILE	TILE	SY	$ 38.53	30.57%	$ 26.75
5T173	SEA EDGE ECOWORX® TILE	TILE	SY	$ 38.53	30.57%	$ 26.75
5T216	SEEK ECOWORX® TILE	TILE	SY	$ 64.74	31.21%	$ 44.54
5T070	SHAPE ECOWORX® TILE	TILE	SY	$ 40.68	32.92%	$ 27.29
5T240	SHELTER ECOWORX® TILE	TILE	SY	$ 55.05	25.91%	$ 40.79
59328	SHINE ECOWORX® TILE	TILE	SY	$ 40.64	25.56%	$ 30.25
5T452	SIDE BY SIDE ECOWORX® TILE	TILE	SY	$ 56.15	22.17%	$ 43.70
5T210	SITUATION STRATAWORX® TILE	TILE	SY	$ 29.14	31.75%	$ 19.89
59591	SKETCH ECOWORX® TILE	TILE	SY	$ 61.34	25.58%	$ 45.65
5T174	SKY ECOWORX® TILE	TILE	SY	$ 38.53	30.57%	$ 26.75
5T133	SLAB ECOWORX® TILE	TILE	SY	$ 80.18	28.66%	$ 57.20
5T315	SOURCE 9" X 36" ECOWORX® TILE	TILE	SY	$ 46.46	35.02%	$ 30.19
5T489	SPARK ECOWORX® TILE	TILE	SY	$ 66.41	33.95%	$ 43.86
5T406	SPOKEN ECOWORX® TILE	TILE	SY	$ 57.01	22.14%	$ 44.39
5T244	SQUARE ECOWORX® TILE	TILE	SY	$ 56.61	22.17%	$ 44.06
5T207	STACKED ECOWORX® TILE	TILE	SY	$ 36.34	32.07%	$ 24.69
5T447	STEPPE ECOWORX® TILE	TILE	SY	$ 31.96	22.76%	$ 24.69
5T214	STILL LIFE ECOWORX® TILE	TILE	SY	$ 82.98	28.51%	$ 59.33
5T116	STIPPLE 18" X 36" ECOWORX® TILE	TILE	SY	$ 59.75	34.39%	$ 39.20
5T456	STITCHED HIGH DENSITY NON-WOVEN PET COMPOSITE	TILE	SF	$ 8.70	33.91%	$ 5.75
5T484	STONEWORK ECOWORX® TILE	TILE	SY	$ 66.41	33.95%	$ 43.86
5T297	STRUCTURE STRATAWORX® TILE	TILE	SY	$ 31.16	36.18%	$ 19.89
5T409	SUBTEXT ECOWORX® TILE	TILE	SY	$ 44.86	22.18%	$ 34.91
5T267	SUPPORT ECOWORX® TILE	TILE	SY	$ 51.48	22.17%	$ 40.06
5T125	SURROUND ECOWORX® TILE	TILE	SY	$ 37.84	34.76%	$ 24.69
5T421	SURROUND STRATAWORX® TILE	TILE	SY	$ 28.20	22.16%	$ 21.95
5T391	SUSPEND ECOWORX® TILE	TILE	SY	$ 37.01	22.15%	$ 28.81
5T414	SWIFT ECOWORX® TILE	TILE	SY	$ 68.30	25.60%	$ 50.81
5T018	TANGLE ECOWORX® TILE	TILE	SY	$ 42.46	31.14%	$ 29.24
5T347	TAPESTRY 18" X 36" ECOWORX® TILE	TILE	SY	$ 72.14	22.16%	$ 56.15
5T019	TEMPT ECOWORX® TILE	TILE	SY	$ 42.46	31.14%	$ 29.24
5T279	TEXTILE 18" X 36" ECOWORX® TILE	TILE	SY	$ 72.90	22.96%	$ 56.16
5T186	THINK ECOWORX® TILE	TILE	SY	$ 45.34	25.59%	$ 33.74
5T156	TINGE ECOWORX® TILE	TILE	SY	$ 39.65	27.33%	$ 28.81
5T005	TRACE ECOWORX® TILE	TILE	SY	$ 55.88	27.19%	$ 40.69
5T204	TRACK ECOWORX® TILE	TILE	SY	$ 56.70	30.09%	$ 39.64
5T311	TRANSFORM COLOR ECOWORX® TILE	TILE	SY	$ 61.54	27.69%	$ 44.50
5T308	TRANSFORM ECOWORX® TILE	TILE	SY	$ 55.80	25.63%	$ 41.50

5T408	TRANSLATE ECOWORX® TILE	TILE	SY	$ 44.86	22.18%	$ 34.91
59563	TRANSPARENT ECOWORX® TILE	TILE	SY	$ 39.04	25.58%	$ 29.05
59368	TRU COLOURS ECOWORX® TILE	TILE	SY	$ 67.53	35.42%	$ 43.61
5T428	TRUISM ECOWORX® TILE	TILE	SY	$ 70.68	22.16%	$ 55.01
5T205	TURN ECOWORX® TILE	TILE	SY	$ 56.70	30.09%	$ 39.64
5T150	UNCOVER ECOWORX® TILE	TILE	SY	$ 58.16	25.72%	$ 43.20
5T157	UNDERTONE ECOWORX® TILE	TILE	SY	$ 39.65	27.33%	$ 28.81
5T490	UPBEAT STRATAWORX® TILE	TILE	SY	$ 38.68	33.45%	$ 25.74
5T110	VALUE ECOWORX® TILE	TILE	SY	$ 55.96	37.79%	$ 34.81
5T036	VAPOR ECOWORX® TILE	TILE	SY	$ 55.01	34.69%	$ 35.93
5T009	VAST ECOWORX® TILE	TILE	SY	$ 45.10	39.83%	$ 27.14
59594	VEIL ECOWORX® TILE	TILE	SY	$ 61.34	25.58%	$ 45.65
59114	VERTICAL EDGE ECOWORX® TILE	TILE	SY	$ 68.68	31.48%	$ 47.06
5T001	VIBRANT ECOWORX® TILE	TILE	SY	$ 54.25	27.67%	$ 39.24
5T002	VISIBLE ECOWORX® TILE	TILE	SY	$ 54.25	27.67%	$ 39.24
5T380	VISTA ECOWORX® TILE	TILE	SY	$ 36.80	22.15%	$ 28.65
5T039	WANDER ECOWORX® TILE	TILE	SY	$ 40.98	22.29%	$ 31.84
5T426	WEATHERED COLOR ECOWORX® TILE	TILE	SY	$ 54.56	22.06%	$ 42.53
5T424	WEATHERED ECOWORX® TILE	TILE	SY	$ 51.30	22.15%	$ 39.94
5T031	WELCOME II ECOWORX® TILE	TILE	SY	$ 72.00	25.47%	$ 53.66
5T425	WILDWOOD ECOWORX® TILE	TILE	SY	$ 51.30	22.15%	$ 39.94
5T407	WRITTEN ECOWORX® TILE	TILE	SY	$ 57.04	22.09%	$ 44.44
5T488	ZEAL ECOWORX® TILE	TILE	SY	$ 66.41	33.95%	$ 43.86
5T487	ZEST ECOWORX® TILE	TILE	SY	$ 66.41	33.95%	$ 43.86
5T158	ZONE ECOWORX® TILE	TILE	SY	$ 68.63	25.57%	$ 51.08
RESILIENT						
Style Number	**Style Name**	**Type**	**UOM**	**Retail Price**	**% Discount**	**State of NY - Not to Exceed**
4107V	ABIDE	HARD SURFACE	SF	$ 3.95	22.03%	$ 3.08
4057V	ADVENTURE	HARD SURFACE	SY	$ 12.94	26.20%	$ 9.55
4113V	AMALGAM	HARD SURFACE	SF	$ 6.13	22.02%	$ 4.78
0718V	ARTESIAN	HARD SURFACE	SY/ROLL	$ 15.30	33.42%	$ 10.19
4339V	BASIS	HARD SURFACE	SF	$ 6.88	22.18%	$ 5.35
0301V	BASSTONES	HARD SURFACE	SY/ROLL	$ 64.38	36.41%	$ 40.94
4256V	BRANCHING OUT 5MM	HARD SURFACE	SF	$ 5.59	22.18%	$ 4.35
4308V	BRANCHING OUT CORETEC 12 MIL	HARD SURFACE	SF	$ 4.25	22.12%	$ 3.31
4309V	BRANCHING OUT CORETEC 20 MIL	HARD SURFACE	SF	$ 4.76	22.27%	$ 3.70
4097V	CAST 2.5 MM	HARD SURFACE	SF	$ 4.70	22.07%	$ 3.66
4098V	CAST 5 MM	HARD SURFACE	SF	$ 5.85	22.22%	$ 4.55
4143V	CODED	HARD SURFACE	SF	$ 6.05	22.31%	$ 4.70
4350V	COMMINGLE	HARD SURFACE	SF	$ 6.13	22.04%	$ 4.78
098UV	COMPOSED	HARD SURFACE	SF	$ 8.25	44.36%	$ 4.59
4074V	COMPOUND 2.5 MM	HARD SURFACE	SF	$ 6.25	41.40%	$ 3.66
4077V	COMPOUND 5.0 MM	HARD SURFACE	SF	$ 6.25	27.20%	$ 4.55
094UV	CONCRETE	HARD SURFACE	SY	$ 8.25	44.36%	$ 4.59
0927V	COVE	HARD SURFACE	SF	$ 7.50	36.27%	$ 4.78
4140V	COVER	HARD SURFACE	SF	$ 6.15	22.15%	$ 4.79
0203V	CRETE	HARD SURFACE	SF	$ 5.80	36.90%	$ 3.66
0922V	CUT	HARD SURFACE	SF	$ 6.25	29.92%	$ 4.38
0618V	EMERGE	HARD SURFACE	SF	$ 6.25	35.04%	$ 4.06
4141V	ENVELOP	HARD SURFACE	SF	$ 6.15	22.15%	$ 4.79

4112V	EON	HARD SURFACE	SF	$ 6.13	22.02%	$	$	4.78
4069V	EXPRESSION	HARD SURFACE	SF	$ 7.50	38.80%	$	$	4.59
0364V	GRAIN	HARD SURFACE	SF	$ 7.80	44.23%	$	$	4.35
0502V	GRAIN - DIRECT GLUE	HARD SURFACE	SF	$ 5.00	29.80%	$	$	3.51
0896V	IN TANDEM PLANK	HARD SURFACE	SF	$ 10.00	33.50%	$	$	6.65
0897V	IN TANDEM SHEET	HARD SURFACE	SY	$ 80.00	30.63%	$	$	55.50
4068V	INCLUSIVE	HARD SURFACE	SY	$ 7.50	38.80%	$	$	4.59
4106V	INHABIT	HARD SURFACE	SY	$ 54.56	23.24%	$	$	41.88
0926V	INLET	HARD SURFACE	SF	$ 7.50	36.27%	$	$	4.78
4372V	INLET II	HARD SURFACE	SF	$ 6.13	22.04%	$	$	4.78
4366V	INNATE LINEN SHEET	HARD SURFACE	SY	$ 71.31	22.17%	$	$	55.50
4219V	INNATE SHEET	HARD SURFACE	SY	$ 71.31	22.17%	$	$	55.50
4367V	INNATE STRIA TILE	HARD SURFACE	SF	$ 8.56	22.34%	$	$	6.65
0895V	INNATE TILE	HARD SURFACE	SF	$ 10.00	33.50%	$	$	6.65
0884V	INSPIRE LVT	HARD SURFACE	SF	$ 6.25	35.40%	$	$	4.04
4120V	INSPIRE LVT 5 MM	HARD SURFACE	SF	$ 5.85	22.22%	$	$	4.55
0692V	INTRICATE	HARD SURFACE	SF	$ 6.25	37.92%	$	$	3.88
0215V	JEOGORI	HARD SURFACE	SF	$ 5.80	33.28%	$	$	3.87
0993V	JOY SQUARED	HARD SURFACE	SF	$ 6.25	41.40%	$	$	3.66
4123V	KIND 5.0MM	HARD SURFACE	SF	$ 5.46	22.16%	$	$	4.25
4124V	MINDSET	HARD SURFACE	SF	$ 5.14	22.14%	$	$	4.00
0116V	NATIVE ORIGINS	HARD SURFACE	SF	$ 3.58	39.25%	$	$	2.18
0002V	NATURELIFE	HARD SURFACE	SY/ROLL	$ 61.00	32.98%	$	$	40.88
4338V	ORIGIN	HARD SURFACE	SF	$ 6.88	22.18%	$	$	5.35
0365V	PIGMENT	HARD SURFACE	SF	$ 7.80	37.82%	$	$	4.85
0503V	PIGMENT - DIRECT GLUE	HARD SURFACE	SF	$ 5.00	25.00%	$	$	3.75
0186V	QUIET COVER	HARD SURFACE	SF	$ 8.43	39.38%	$	$	5.11
0797V	REED	HARD SURFACE	SY	$ 55.36	27.40%	$	$	40.19
4004V	REFRAME	HARD SURFACE	SF	$ 11.25	40.53%	$	$	6.69
4089V	REPOSE	HARD SURFACE	SY	$ 5.00	43.20%	$	$	2.84
4094V	RESIDE 12 MIL	HARD SURFACE	SF	$ 2.00	22.50%	$	$	1.55
4381V	RESIDE 20 MIL	HARD SURFACE	SF	$ 3.74	38.13%	$	$	2.31
4099V	RESIDE 8 MIL	HARD SURFACE	SF	$ 1.79	22.38%	$	$	1.39
4090V	RESPITE	HARD SURFACE	SF	$ 6.19	49.27%	$	$	3.14
0733V	RETHINK	HARD SURFACE	SF	$ 10.61	30.63%	$	$	7.36
0004V	REXCOURT 6.5 MM	HARD SURFACE	SY	$ 79.11	25.60%	$	$	58.86
0798V	ROJI	HARD SURFACE	SY	$ 57.41	25.57%	$	$	42.73
0945V	SHEAR	HARD SURFACE	SF	$ 6.25	29.92%	$	$	4.38
0648V	SOLITUDE	HARD SURFACE	SF	$ 6.44	37.42%	$	$	4.03
4063V	SOUNDSCAPE	HARD SURFACE	SF	$ 7.50	43.20%	$	$	4.26
0012V	STATIC SMART	HARD SURFACE	SF	$ 8.93	34.49%	$	$	5.85
0516V	STRAND	HARD SURFACE	SF	$ 6.25	44.64%	$	$	3.46
023UV	STRATUM 500	HARD SURFACE	SF	$ 8.84	40.16%	$	$	5.29
024UV	STRATUM 700	HARD SURFACE	SF	$ 8.84	40.16%	$	$	5.29
058UV	STRATUM DEFINED	HARD SURFACE	SF	$ 8.76	33.22%	$	$	5.85
053UV	STRATUM EIRIS	HARD SURFACE	SF	$ 10.41	41.02%	$	$	6.14
055UV	STRATUM LINEAR	HARD SURFACE	SF	$ 8.50	30.47%	$	$	5.91
034UV	STRATUM XL	HARD SURFACE	SY	$ 10.41	40.92%	$	$	6.15
4151V	STRUCTURED	HARD SURFACE	SF	$ 4.48	24.11%	$	$	3.40
0515V	SURFACE	HARD SURFACE	SF	$ 6.25	45.60%	$	$	3.40
4111V	TAILORED	HARD SURFACE	SY	$ 9.89	25.58%	$	$	7.36

0796V	TATAMI	HARD SURFACE	SY	$ 55.36	29.50%	$ 39.03
4108V	TERRACE 2.5 MM	HARD SURFACE	SF	$ 4.25	22.12%	$ 3.31
4216V	TERRACE 5 MM	HARD SURFACE	SF	$ 5.41	22.18%	$ 4.21
0564V	TERRAIN 20MIL	HARD SURFACE	SY	$ 6.88	49.42%	$ 3.48
0655V	TERRAIN 8 MIL	HARD SURFACE	SY	$ 2.75	43.64%	$ 1.55
0453V	TERRAIN II 12 MIL	HARD SURFACE	SF	$ 4.13	45.52%	$ 2.25
0454V	TERRAIN II 20MIL	HARD SURFACE	SF	$ 6.88	56.69%	$ 2.98
0892V	TERRAIN II 30 MIL	HARD SURFACE	SF	$ 6.38	42.99%	$ 3.64
4110V	TERRAIN II 5MM	HARD SURFACE	SF	$ 5.84	22.27%	$ 4.54
4125V	TERRAIN II CORETEC	HARD SURFACE	SF	$ 6.15	22.15%	$ 4.79
4122V	THOUGHTFUL 5.0MM	HARD SURFACE	SF	$ 5.61	21.93%	$ 4.38
4142V	TYPE	HARD SURFACE	SF	$ 6.05	22.31%	$ 4.70
0187V	UNCOMMON GROUND 4"	HARD SURFACE	SF	$ 5.96	43.79%	$ 3.35
0188V	UNCOMMON GROUND 6"	HARD SURFACE	SF	$ 5.96	43.79%	$ 3.35
4349V	UNION	HARD SURFACE	SF	$ 6.13	22.04%	$ 4.78
0601V	UNVEIL	HARD SURFACE	SF	$ 6.44	37.27%	$ 4.04
0873V	VITALITY	HARD SURFACE	SY	$ 55.36	34.50%	$ 36.26
4376V	VITALITY HUES	HARD SURFACE	SY	$ 52.51	30.95%	$ 36.26
4375V	VITALITY TONES	HARD SURFACE	SY	$ 39.56	22.15%	$ 30.80

ADHESIVE & SUNDRIES

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
H3800	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	ADHESIVE BROADLOOM	4 GAL PAIL	$ 106.25	21.05%	$ 83.89
N3800	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	ADHESIVE TILE	4 GAL PAIL	$ 106.25	21.05%	$ 83.89
252VS	4' LUMINOUS ROUND RAISED SQUARE NOSE STAIR TREAD	HARD SURFACE	BOX	$ 842.19	20.13%	$ 672.64
246VS	4' RUBBER RAISED RND SQUARE NOSE STAIR TREAD	HARD SURFACE	BOX	$ 592.19	20.19%	$ 472.64
149VS	4.5" ANGLE PROFILE	HARD SURFACE	BOX	$ 233.77	23.23%	$ 179.46
150VS	4.5" DETAIL PROFILE	HARD SURFACE	BOX	$ 237.31	23.23%	$ 182.18
H4000	4000 - BROADLOOM SEAM SEALER	ADHESIVE BROADLOOM	EA	$ 20.70	20.66%	$ 16.43
339VS	4062 SEAM SEALER	ADHESIVE RESILIENT	EA	$ 15.71	14.25%	$ 13.48
340VS	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	ADHESIVE RESILIENT	4 GAL PAIL	$ 287.50	20.39%	$ 228.89
9150N	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	ADHESIVE TILE	4 GAL PAIL	$ 287.50	20.39%	$ 228.89
F9150	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	ADHESIVE BROADLOOM	4 GAL PAIL	$ 287.50	20.39%	$ 228.89
253VS	6' LUMINOUS ROUND RAISED SQUARE NOSE STAIR TREAD	HARD SURFACE	BOX	$ 842.19	20.13%	$ 672.64
247VS	6' RUBBER RAISED RND SQUARE NOSE STAIR TREAD	HARD SURFACE	BOX	$ 592.19	20.19%	$ 472.64
303VS	6" DETAIL PROFILE	HARD SURFACE	BOX	$ 308.23	23.23%	$ 236.63
H6200	6200 - ADHESIVE DETACKIFIER	ADHESIVE BROADLOOM	4 GAL PAIL	$ 164.84	20.17%	$ 131.60
N620U	6200 - ADHESIVE DETACKIFIER UNITS	ADHESIVE TILE	4 GAL PAIL	$ 164.84	20.17%	$ 131.60
J7300	7300 - OUTDOOR TURF ADHESIVE	ADHESIVE BROADLOOM	2 GAL PAIL	$ 168.35	22.16%	$ 131.05
H8300	8300 - BROADLOOM MOISTURE IMPERVIOUS SEAM SEALER	ADHESIVE BROADLOOM	EA	$ 13.28	21.04%	$ 10.49
H9000	9000 - BARRIER COAT	ADHESIVE BROADLOOM	2.5 GAL PAIL	$ 406.25	20.68%	$ 322.23
H9050	9050 - FLOOR PRIMER	ADHESIVE BROADLOOM	4 GAL PAIL	$ 90.00	13.11%	$ 78.20
032VS	9050 - RESILIENT FLOOR PRIMER	ADHESIVE RESILIENT	4 GAL PAIL	$ 90.00	13.11%	$ 78.20
031VU	9050 - RESILIENT FLOOR PRIMER	ADHESIVE RESILIENT	4 GAL PAIL	$ 128.49	31.89%	$ 87.51
9100K	ADVANCE SKIM COAT REPAIR PATCH/FEATHER FINISH	HARD SURFACE	EA	$ 25.00	13.60%	$ 21.60
AVNET	ADVANTAGE SYSTEM	ADHESIVE BROADLOOM	ROLL	$ 482.81	20.57%	$ 383.48
AVEUU	ADVANTAGE SYSTEM	ADHESIVE TILE	ROLL	$ 482.81	20.57%	$ 383.48
001VS	BIO LIFE WELD ROD	HARD SURFACE	ROLL	$ 73.48	22.15%	$ 57.20
270VS	BIO-BASED WELD ROD	HARD SURFACE	ROLL	$ 144.00	22.16%	$ 112.09
144VS	CARPET REDUCER 5/16"	HARD SURFACE	BOX	$ 104.69	20.26%	$ 83.48
LOK4S	CARPET TILE - LOKDOTS ADHESIVE 1/2 SLEEVE	ADHESIVE TILE	EA	$ 190.63	20.58%	$ 151.39

016VS	COPPER	ADHESIVE RESILIENT	KIT	$ 1.53	35.51%	$ 0.99
166VS	COVE ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	$ 32.86	14.17%	$ 28.20
141VS	COVE TUBE ADHESIVE	ADHESIVE RESILIENT	BOX	$ 95.71	13.66%	$ 82.64
CU024	CUSHIONWORX 2MM	ADHESIVE TILE	ROLL	$ 502.13	37.73%	$ 312.66
CU034	CUSHIONWORX 3MM	ADHESIVE TILE	ROLL	$ 907.50	37.73%	$ 565.09
176CA	FINISHWORX ECOWALL BASE 4" COVE LENGTH	ADHESIVE RESILIENT	BOX	$ 127.14	13.38%	$ 110.14
177CA	FINISHWORX ECOWALL BASE 4" COVE ROLL	ADHESIVE RESILIENT	BOX	$ 127.14	13.38%	$ 110.14
167CA	FINISHWORX WALL BASE 4" COVE LENGTH	ADHESIVE RESILIENT	BOX	$ 130.00	13.36%	$ 112.64
171CA	FINISHWORX WALL BASE 4" COVE LENGTH VINYL	ADHESIVE RESILIENT	BOX	$ 100.00	13.61%	$ 86.39
168CA	FINISHWORX WALL BASE 4" COVE ROLL	ADHESIVE RESILIENT	BOX	$ 130.00	13.36%	$ 112.64
172CA	FINISHWORX WALL BASE 4" COVE ROLL VINYL	ADHESIVE RESILIENT	BOX	$ 131.43	13.35%	$ 113.89
169CA	FINISHWORX WALL BASE 4" STRAIGHT LENGTH	ADHESIVE RESILIENT	BOX	$ 130.00	13.36%	$ 112.64
170CA	FINISHWORX WALL BASE 4" STRAIGHT ROLL	ADHESIVE RESILIENT	BOX	$ 130.00	13.36%	$ 112.64
175CA	FINISHWORX WALL BASE 4.5" COVE LENGTH	ADHESIVE RESILIENT	BOX	$ 165.71	13.17%	$ 143.89
173CA	FINISHWORX WALL BASE 6" COVE LENGTH	ADHESIVE RESILIENT	BOX	$ 172.86	13.14%	$ 150.14
174CA	FINISHWORX WALL BASE 6" COVE ROLL	ADHESIVE RESILIENT	BOX	$ 172.86	13.14%	$ 150.14
215DE	FUSION PRIMER/EPOXY CONSOLIDATION TREATMENT	HARD SURFACE	BOX	$ 180.00	13.42%	$ 155.84
087VS	GROUNDWORKS	HARD SURFACE	ROLL	$ 65.71	13.34%	$ 56.95
071VS	HUSH II	CUSHION BROADLOOM	EA	$ 264.06	20.42%	$ 210.14
00LDR	LOKDOTS ADHESIVE DOT SLEEVE	ADHESIVE TILE	EA	$ 295.71	13.44%	$ 255.98
00LDA	LOKDOTS APPLICATOR	ADHESIVE TILE	EA	$ 122.86	13.41%	$ 106.39
LKSEA	LOKSEAM APPLICATOR	ADHESIVE RESILIENT	UNIT	$ 102.55	22.17%	$ 79.81
LKSER	LOKSEAM REPLACEMENT KIT	ADHESIVE RESILIENT	UNIT	$ 335.24	22.16%	$ 260.94
LOKSE	LOKSEAM STARTER KIT	ADHESIVE RESILIENT	UNIT	$ 280.60	22.16%	$ 218.41
LWRX0	LOKWORX ADHESIVE TABS 500	ADHESIVE TILE	BOX	$ 372.49	31.89%	$ 253.69
183CA	LOKWORX CARPET TILE ADHESIVE	ADHESIVE TILE	1 GAL PAIL	$ 42.88	20.96%	$ 33.89
182CA	LOKWORX CARPET TILE ADHESIVE	ADHESIVE TILE	4 GAL PAIL	$ 131.69	20.06%	$ 105.28
H3600	LOKWORX ECOWORX BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM	4 GAL PAIL	$ 98.57	15.32%	$ 83.48
180CA	LOKWORX RESILIENT ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	$ 50.54	20.58%	$ 40.14
179CA	LOKWORX RESILIENT ADHESIVE	ADHESIVE RESILIENT	4 GAL PAIL	$ 151.60	19.10%	$ 122.64
H1000	LOKWORX+ BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM	4 GAL PAIL	$ 65.71	14.19%	$ 56.39
H5001	LOKWORX+ CARPET TILE ADHESIVE	ADHESIVE TILE	1 GAL PAIL	$ 40.00	13.88%	$ 34.45
N5000	LOKWORX+ CARPET TILE ADHESIVE	ADHESIVE TILE	4 GAL PAIL	$ 130.00	14.21%	$ 111.53
163CA	LOKWORX+ PLUS RESILIENT TILE ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	$ 75.04	19.86%	$ 60.14
164CA	LOKWORX+ PLUS RESILIENT TILE ADHESIVE	ADHESIVE RESILIENT	4 GAL PAIL	$ 245.01	19.50%	$ 197.23
166CA	LOKWORX+ RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	$ 228.57	13.71%	$ 197.23
165CA	LOKWORX+ RESILIENT	ADHESIVE RESILIENT	1 GAL PAIL	$ 70.00	14.09%	$ 60.14
256VS*	MOISTURESHIELD	HARD SURFACE	EA	$ 935.94	20.12%	$ 747.64
9125H*	MOISTURETEK	ADHESIVE BROADLOOM	EA	$ 1,139.06	20.10%	$ 910.14
231DE*	MOISTURETEK	HARD SURFACE	EA	$ 1,139.06	20.10%	$ 910.14
9125N*	MOISTURETEK MOISTURE VAPOR BARRIER	TILE	EA	$ 1,139.06	20.10%	$ 910.14
235DE	MRP MOISTURE RESISTANT PRIMER	HARD SURFACE	UNIT	$ 970.31	20.11%	$ 775.14
348VS	MULTI PR RD LVT	HARD SURFACE	EA	$ 68.75	23.24%	$ 52.78
118CA	NOSE CAULK TUBE/CARTRIDGE	ADHESIVE RESILIENT	EA	$ 98.44	21.13%	$ 77.64
142VS	PINLESS METAL TRACK	HARD SURFACE	BOX	$ 116.39	37.72%	$ 72.49
151VS	QUARTER ROUND PROFILE	HARD SURFACE	BOX	$ 275.42	23.23%	$ 211.44
219DE	QUIK TOP SELF LEVELING GYPSUM UNDERLAYMENT	HARD SURFACE	EA	$ 64.29	15.09%	$ 54.59
240DE	QUIKFILL	HARD SURFACE	UNIT	$ 1,079.69	20.10%	$ 862.64
146VS	RESILIENT CARPET REDUCER	HARD SURFACE	BOX	$ 108.59	20.25%	$ 86.60
260VS	RESPITE BABY THRESHOLD	HARD SURFACE	EA	$ 75.00	22.97%	$ 57.78
263VS	RESPITE FLUSH STAIR NOSE	HARD SURFACE	EA	$ 106.25	23.40%	$ 81.39

257VS	RESPITE QUARTER ROUND	HARD SURFACE	EA	$ 39.06	24.99%	$ 29.30
261VS	RESPITE REDUCER	HARD SURFACE	EA	$ 68.75	23.24%	$ 52.78
262VS	RESPITE STAIR CAP	HARD SURFACE	EA	$ 81.25	23.42%	$ 62.23
258VS	RESPITE T-MOLD	HARD SURFACE	EA	$ 68.75	23.24%	$ 52.78
021VS	REXCOURT WELD ROD	HARD SURFACE	ROLL	$ 129.83	22.16%	$ 101.05
067VS	S150-95 RH - RESILIENT SPRAY	ADHESIVE RESILIENT	EA	$ 60.94	21.83%	$ 47.64
4046V	SHAW 1500	ADHESIVE RESILIENT	EA	$ 85.94	21.93%	$ 67.09
109VS	SHAW 200 - RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	$ 185.94	21.49%	$ 145.98
304VS	SHAW MS RESILIENT	ADHESIVE RESILIENT	2 GAL PAIL	$ 201.43	13.33%	$ 174.59
156CA	SHAW PURE GAS DEODORIZER FAST USE 250 SF ROOM	HARD SURFACE	BOX	$ 1,068.59	22.16%	$ 831.76
152CA	SHAW PURE INITIAL STARTER KIT	HARD SURFACE	BOX	$ 1,264.89	22.16%	$ 984.56
157CA	SHAW PURE LIQUID DEODORIZER 1 GALLON CONTAINER	HARD SURFACE	BOX	$ 33.89	22.17%	$ 26.38
154CA	SHAW PURE LIQUID DEODORIZER 1 GALLON PACKET	HARD SURFACE	BOX	$ 601.43	22.16%	$ 468.14
148CA	SHAW PURE LIQUID DEODORIZER 32 OZ BLACK SPRAY BOTTLE (3)	HARD SURFACE	BOX	$ 43.11	22.15%	$ 33.56
149CA	SHAW PURE LIQUID DEODORIZER 5 GALLON CONTAINER	HARD SURFACE	BOX	$ 122.60	22.17%	$ 95.43
155CA	SHAW PURE LIQUID DEODORIZER 5 GALLON PACKET	HARD SURFACE	BOX	$ 924.74	22.16%	$ 719.80
159CA	SHAW PURE V DEODORIZATION KIT - SMALL	HARD SURFACE	BOX	$ 333.93	22.16%	$ 259.91
158CA	SHAW PURE V DISINFECTION KIT - SMALL	HARD SURFACE	BOX	$ 302.71	22.16%	$ 235.63
066VS	SHAW S150 SPRAY ADHESIVE	ADHESIVE RESILIENT	EA	$ 60.94	21.83%	$ 47.64
145VS	SNAP-DOWN T-MOLDING 1-1/8"	HARD SURFACE	BOX	$ 68.75	23.24%	$ 52.78
147VS	SNAP-DOWN T-MOLDING 2"	HARD SURFACE	BOX	$ 68.75	23.24%	$ 52.78
350VS	SOLITUDE & QUIET COVER QUARTER ROUND LVT	HARD SURFACE	EA	$ 39.06	24.99%	$ 29.30
347VS	SOLITUDE & QUIET COVER STAIRNOSE LVT 94"	HARD SURFACE	EA	$ 81.25	23.42%	$ 62.23
380VS	SOLITUDE BABY THRESHOLD	HARD SURFACE	EA	$ 75.00	22.97%	$ 57.78
255VS*	SURFACE PREP EXT	HARD SURFACE	EA	$ 732.81	20.15%	$ 585.14
SCUN2	TERRAIN II OMNI-TRANSITION	HARD SURFACE	EA	$ 67.19	22.90%	$ 51.80
SCQT2	TERRAIN II QUARTER ROUND	HARD SURFACE	EA	$ 39.06	24.99%	$ 29.30
SCSN2	TERRAIN II STAIR CAP	HARD SURFACE	EA	$ 81.25	23.42%	$ 62.23
143VS	TILE-CARPET REDUCER 1/8"	HARD SURFACE	BOX	$ 98.05	20.28%	$ 78.16
349VS	T-MOLDING LVT	HARD SURFACE	EA	$ 68.75	23.24%	$ 52.78
117CA	TREAD & LANDING ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	$ 95.31	21.17%	$ 75.14
217DE	TUF SKIM GYPSUM REPAIR PATCH FEATHER FINISH	HARD SURFACE	EA	$ 22.86	14.30%	$ 19.59
254VS	ULTRA CAP SELF LEVELING UNDERLAYMENT	HARD SURFACE	EA	$ 38.57	13.93%	$ 33.20
095VS	VS-60 MBX VERS/KOVARA 60 (ROLLS)5'X144' LONG ROLLS	CUSHION TILE	ROLL	$ 2,812.50	21.98%	$ 2,194.45
094VS	VS-95 VERS/KOVARA 95 (ROLLS)5'X144' LONG ROLLS	CUSHION TILE	ROLL	$ 1,328.13	22.09%	$ 1,034.73
097VS	VSM MBX VERS/KOVARA 2.5" TAPE (ROLLS) 2.5" X 180' ROLLS	CUSHION TILE	ROLL	$ 104.29	14.63%	$ 89.03
096VS	VSM VERS/KOVARA 2" TAPE (ROLLS) 2" X 180' ROLLS	CUSHION TILE	ROLL	$ 92.86	14.90%	$ 79.03
098VS	VSM VERS/KOVARA 4" DS TAPE (ROLLS) 4" X 100' ROLLS	CUSHION TILE	ROLL	$ 107.14	14.58%	$ 91.53
266VS	WEDGE SUBFLOOR LEVELING TRANSITION	HARD SURFACE	BOX	$ 237.49	22.16%	$ 184.86
353VS	WELD ROD	HARD SURFACE	ROLL	$ 90.05	36.48%	$ 57.20

SHAW COMMERCIAL HARDWOOD FLOORING

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
CA362	AUTHENTICITY	HARDWOOD	SF	$ 11.25	51.56%	$ 5.45
CA350	BESPOKE OAK	HARDWOOD	SF	$ 12.38	29.09%	$ 8.78
203UV	CAMARET OAK	HARDWOOD	SF	$ 13.70	25.69%	$ 10.18
CA334	DISTINCTIVE HICKORY	HARDWOOD	SF	$ 7.50	36.83%	$ 4.74
CA364	HANDCRAFTED OAK	HARDWOOD	SF	$ 16.25	42.38%	$ 9.36
CA229	HANDSCRAPED HICKORY	HARDWOOD	SF	$ 7.41	22.26%	$ 5.76
CA240	HANDSCRAPED WALNUT	HARDWOOD	SF	$ 13.69	22.19%	$ 10.65
CA361	KINSHIP	HARDWOOD	SF	$ 11.25	40.56%	$ 6.69

CA302	OAK TRADITIONS 3 1/4"	HARDWOOD	SF	$ 6.63	33.96%	$ 4.38
CA303	OAK TRADITIONS 5"	HARDWOOD	SF	$ 7.05	34.04%	$ 4.65
CA308	REFINED OAK	HARDWOOD	SF	$ 13.75	40.73%	$ 8.15
CA286	RESURGENCE OAK	HARDWOOD	SF	$ 15.00	38.92%	$ 9.16

SHAW COMMERCIAL LAMINATE

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
CRW38	DISTINCTIVE FLUSH REDUCER	HARD SURFACE	EA	$ 106.25	38.60%	$ 65.24
CSW38	DISTINCTIVE FLUSH STAIRNOSE	HARD SURFACE	EA	$ 125.00	38.61%	$ 76.74
CORW8	DISTINCTIVE OVERLAP REDUCER	HARD SURFACE	EA	$ 118.75	38.60%	$ 72.91
CATMW	DISTINCTIVE T-MOLD	HARDWOOD	EA	$ 84.38	38.61%	$ 51.80
CRH12	FLUSH REDUCER	HARDWOOD	EA	$ 125.00	38.61%	$ 76.74
CSH12	FLUSH STAIRNOSE	HARDWOOD	EA	$ 171.88	38.60%	$ 105.53
CSD58	HANDCRAFTED FLUSH STAIRNOSE	HARDWOOD	EA	$ 125.00	38.61%	$ 76.74
CORD5	HANDCRAFTED OVERLAP REDUCER	HARDWOOD	EA	$ 93.66	22.15%	$ 72.91
COSD5	HANDCRAFTED OVERLAP STAIRNOSE	HARDWOOD	EA	$ 98.59	22.16%	$ 76.74
CTDH5	HANDCRAFTED THRESHOLD	HARDWOOD	EA	$ 109.38	38.61%	$ 67.15
CTM58	HANDCRAFTED T-MOLD	HARDWOOD	EA	$ 95.04	22.16%	$ 73.98
LCTRK	MOLDING TRACK	HARD SURFACE	EA	$ 90.63	35.54%	$ 58.41
CORH2	OVERLAP REDUCER	HARD SURFACE	EA	$ 118.75	38.60%	$ 72.91
COSH2	OVERLAP STAIRNOSE	HARDWOOD	EA	$ 162.50	38.61%	$ 99.76
083VS	SELITAC UNDERLAYMENT 100 SF/ROLL	HARD SURFACE	ROLL	$ 41.46	22.16%	$ 32.28
CA884	SHAW 35 MC	ADHESIVE HARDWOOD	EA	$ 253.63	23.53%	$ 193.94
LCSSU	SILENT STEP ULTRA UNDERLAYMENT (100 SQ FT)	HARD SURFACE	ROLL	$ 76.34	19.49%	$ 61.46
LC084	SILENT STEP ULTRA JUMBO (1000 SQ.FT.)	HARD SURFACE	ROLL	$ 670.88	22.16%	$ 522.19
CATMH	T MOLD-AUTHENTICITY	HARDWOOD	EA	$ 103.13	38.61%	$ 63.31
LCTM1	T- MOLDING	HARD SURFACE	EA	$ 37.88	21.00%	$ 29.93
CCH12	THRESHOLD	HARDWOOD	EA	$ 109.38	40.00%	$ 65.63

PATCRAFT

BROADLOOM

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
I0246	APPROACH CLASSICBAC®	BROADLOOM	SY	$ 22.90	25.55%	$ 17.05
I0497	ARAGON ULTRALOC®	BROADLOOM	SY	$ 41.45	25.60%	$ 30.84
I0498	BASQUE ULTRALOC®	BROADLOOM	SY	$ 41.45	25.60%	$ 30.84
I0164	BIG SPLASH! ULTRALOC®	BROADLOOM	SY	$ 26.93	25.63%	$ 20.03
I0645	BLOSSOM ULTRALOC® MB	BROADLOOM	SY	$ 40.88	32.84%	$ 27.45
I0485	CAMBER ULTRALOC®	BROADLOOM	SY	$ 24.60	22.15%	$ 19.15
I0522	CANTILEVER ULTRALOC®	BROADLOOM	SY	$ 22.61	22.60%	$ 17.50
I0523	CENTERLINE ULTRALOC®	BROADLOOM	SY	$ 22.61	23.32%	$ 17.34
I0203	COLOR CHOICE ULTRALOC®	BROADLOOM	SY	$ 50.29	54.12%	$ 23.08
I0131	COLOR YOUR WORLD ULTRALOC®	BROADLOOM	SY	$ 27.90	25.58%	$ 20.76
I0440	COMMIT ULTRALOC®	BROADLOOM	SY	$ 24.75	25.61%	$ 18.41
I0618	CONTINUITY SOLID CLASSICBAC®	BROADLOOM	SY	$ 13.80	22.10%	$ 10.75
I0619	CONTINUITY TONAL CLASSICBAC®	BROADLOOM	SY	$ 13.80	22.10%	$ 10.75
I0439	DECIDE ULTRALOC®	BROADLOOM	SY	$ 26.48	25.64%	$ 19.69
I0559	ENLIVEN ULTRALOC®	BROADLOOM	SY	$ 43.71	22.13%	$ 34.04
I0622	ERA CLASSICBAC®	BROADLOOM	SY	$ 19.91	22.14%	$ 15.50
I0646	ESSENCE ULTRALOC® MB	BROADLOOM	SY	$ 40.88	32.84%	$ 27.45

I0147	FAMOUS LAST WORDS II ULTRALOC®	BROADLOOM	SY	$ 31.20	36.38%	$ 19.85
I0251	GAIT CLASSICBAC®	BROADLOOM	SY	$ 20.04	25.58%	$ 14.91
I0556	GEODE ULTRALOC®	BROADLOOM	SY	$ 19.03	22.14%	$ 14.81
I0560	HARMONIOUS ULTRALOC®	BROADLOOM	SY	$ 43.71	22.13%	$ 34.04
I0148	HEADLINES II ULTRALOC®	BROADLOOM	SY	$ 31.15	35.71%	$ 20.03
I0351	HOMEROOM V 3.0 ULTRALOC®	BROADLOOM	SY	$ 23.08	25.57%	$ 17.18
I0486	INTERCEPT ULTRALOC®	BROADLOOM	SY	$ 24.60	22.15%	$ 19.15
I0487	INTERVAL ULTRALOC®	BROADLOOM	SY	$ 24.60	22.15%	$ 19.15
I0620	LOCATION CLASSICBAC®	BROADLOOM	SY	$ 14.13	22.21%	$ 10.99
I0527	MOTIF CLASSICBAC®	BROADLOOM	SY	$ 20.36	27.74%	$ 14.71
I0129	NIGHT MOVES ULTRALOC®	BROADLOOM	SY	$ 31.90	38.09%	$ 19.75
I0162	OPPORTUNITY KNOCKS CLASSICBAC®	BROADLOOM	SY	$ 22.84	33.45%	$ 15.20
I0250	PACE CLASSICBAC®	BROADLOOM	SY	$ 20.04	25.58%	$ 14.91
I0495	PALMA ULTRALOC®	BROADLOOM	SY	$ 64.14	36.56%	$ 40.69
I0621	REFERENCE CLASSICBAC®	BROADLOOM	SY	$ 13.48	22.17%	$ 10.49
I0647	ROOTED ULTRALOC® MB	BROADLOOM	SY	$ 40.88	32.84%	$ 27.45
I0554	ROUGH CUT ULTRALOC®	BROADLOOM	SY	$ 19.03	22.14%	$ 14.81
I0202	SABRE ENCORE CLASSICBAC®	BROADLOOM	SY	$ 31.54	31.40%	$ 21.64
I0120	SCHOLASTIC II 26 CLASSICBAC®	BROADLOOM	SY	$ 20.71	26.79%	$ 15.16
I0121	SCHOLASTIC II 28 ULTRALOC®	BROADLOOM	SY	$ 23.54	25.60%	$ 17.51
I0648	SCULPTED ULTRALOC® MB	BROADLOOM	SY	$ 40.88	32.84%	$ 27.45
I0368	SEAL THE DEAL CLASSICBAC®	BROADLOOM	SY	$ 24.46	29.37%	$ 17.28
I0496	SEVILLE ULTRALOC®	BROADLOOM	SY	$ 64.14	36.56%	$ 40.69
I0068	SOCRATES II 26 ULTRALOC®	BROADLOOM	SY	$ 23.14	25.55%	$ 17.23
I0249	STRIDE CLASSICBAC®	BROADLOOM	SY	$ 20.04	25.58%	$ 14.91
I0441	SUCCEED ULTRALOC®	BROADLOOM	SY	$ 26.79	25.57%	$ 19.94
I0248	TECHNIQUE CLASSICBAC®	BROADLOOM	SY	$ 22.94	25.61%	$ 17.06
I0443	TESTED CLASSICBAC®	BROADLOOM	SY	$ 30.91	32.87%	$ 20.75
I0649	VALLEY ULTRALOC® MB	BROADLOOM	SY	$ 40.88	32.84%	$ 27.45
I0546	VERTICAL ENDEAVOR WALL COVERING	BROADLOOM	SY	$ 32.65	22.17%	$ 25.41
I0623	VIRTUAL SPACE CLASSICBAC®	BROADLOOM	SY	$ 13.80	22.10%	$ 10.75
I0200	WINDSWEPT ENCORE CLASSICBAC®	BROADLOOM	SY	$ 24.30	25.46%	$ 18.11
I0124	WORK IT CLASSICBAC®	BROADLOOM	SY	$ 22.44	32.58%	$ 15.13
TILE						
Style Number	**Style Name**	**Type**	**UOM**	**Retail Price**	**% Discount**	**State of NY - Not to Exceed**
I0344	5K ECOWORX® TILE	TILE	SY	$ 52.00	32.28%	$ 35.21
I0455	ABERDEEN ECOWORX® TILE	TILE	SY	$ 61.33	30.66%	$ 42.53
I0533	ACCESS ECOWORX® TILE	TILE	SY	$ 75.94	22.22%	$ 59.06
I0491	ACHIEVE ECOWORX® TILE	TILE	SY	$ 46.46	24.21%	$ 35.21
I0421	ALLOY SHIMMER ECOWORX® TILE	TILE	SY	$ 61.09	29.80%	$ 42.89
I0534	ARRIVE ECOWORX® TILE	TILE	SY	$ 75.19	22.16%	$ 58.53
I0469	BACKLIT 18" X 36" ECOWORX® TILE	TILE	SY	$ 62.91	31.57%	$ 43.05
I0468	BACKLIT 9" X 36" ECOWORX® TILE	TILE	SY	$ 62.91	30.97%	$ 43.43
I0492	BARCELONA ECOWORX® TILE	TILE	SY	$ 76.31	32.91%	$ 51.20
I0166	BIG SPLASH! ECOWORX® TILE	TILE	SY	$ 56.38	37.28%	$ 35.36
I0537	BINARY ECOWORX® TILE	TILE	SY	$ 59.44	20.50%	$ 47.25
I0640	BLOSSOM 18" X 36" ECOWORX® TILE	TILE	SY	$ 54.86	32.83%	$ 36.85
I0566	CARVE ECOWORX® TILE	TILE	SY	$ 51.48	22.17%	$ 40.06
I0574	CHARCOAL ECOWORX® TILE	TILE	SY	$ 36.35	22.18%	$ 28.29
I0604	CO-LIVING	TILE	SF	$ 4.19	22.39%	$ 3.25

I0382	COLOR BLOCK 24" X 24" ECOWORX® TILE	TILE	SY	$	44.28	25.55%	$	$	32.96
I0204	COLOR CHOICE ECOWORX® TILE	TILE	SY	$	67.53	35.42%	$	$	43.61
I0374	COLOR CHOICE FACET ECOWORX® TILE	TILE	SY	$	73.25	30.43%	$	$	50.96
I0471	COLOR FILTER ECOWORX® TILE	TILE	SY	$	62.91	31.67%	$	$	42.99
I0381	COLOR POP 24" X 24" ECOWORX® TILE	TILE	SY	$	42.89	25.59%	$	$	31.91
I0110	COLOR YOUR WORLD ECOWORX® TILE	TILE	SY	$	46.70	31.40%	$	$	32.04
I0570	COLOUR EFFECT ECOWORX® TILE	TILE	SY	$	50.56	22.15%	$	$	39.36
I0613	COMMITMENT ECOWORX® TILE	TILE	SY	$	46.39	22.18%	$	$	36.10
I0605	COMPOSED LAYER ECOWORX® TILE	TILE	SY	$	66.04	22.18%	$	$	51.39
I0535	CONNECTING ECOWORX® TILE	TILE	SY	$	75.19	22.16%	$	$	58.53
I0427	CUBE & COLOUR 12" X 48" ECOWORX® TILE	TILE	SY	$	59.75	28.64%	$	$	42.64
I0426	CUBE & COLOUR 24" X 24" ECOWORX® TILE	TILE	SY	$	59.75	35.23%	$	$	38.70
I0428	CUBE & COLOUR FACET ECOWORX® TILE	TILE	SY	$	69.24	27.53%	$	$	50.18
I0119	DAZZLE ECOWORX® TILE	TILE	SY	$	60.91	38.43%	$	$	37.50
I0544	DICHROIC ECOWORX® TILE	TILE	SY	$	54.25	22.19%	$	$	42.21
I0545	DICHROIC FACET ECOWORX® TILE	TILE	SY	$	58.96	22.18%	$	$	45.89
I0515	EASTERN FAÇADE STRATAWORX® TILE	TILE	SY	$	37.80	29.37%	$	$	26.70
I0227	EASY ON THE EYES ECOWORX® TILE	TILE	SY	$	37.23	26.24%	$	$	27.46
I0517	EDGELAND STRATAWORX® TILE	TILE	SY	$	37.80	29.37%	$	$	26.70
I0456	EDINBURGH ECOWORX® TILE	TILE	SY	$	61.33	30.58%	$	$	42.58
I0561	ENLIVEN ECOWORX® TILE	TILE	SY	$	67.33	22.17%	$	$	52.40
I0306	ENTRY POINT ECOWORX® TILE	TILE	SY	$	74.04	25.61%	$	$	55.08
I0641	ESSENCE 18" X 36" ECOWORX® TILE	TILE	SY	$	54.86	32.83%	$	$	36.85
I0512	ETCHED ECOWORX® TILE	TILE	SY	$	69.86	27.77%	$	$	50.46
I0291	EXPERIENCE ECOWORX® TILE	TILE	SY	$	37.44	28.02%	$	$	26.95
I0279	FLEX ECOWORX® TILE	TILE	SY	$	42.33	31.43%	$	$	29.03
I0529	FLORACULTURE ECOWORX® TILE	TILE	SY	$	64.01	23.59%	$	$	48.91
I0518	FORMWORK ECOWORX® TILE	TILE	SY	$	42.98	32.56%	$	$	28.99
I0380	FUTURA ECOWORX® TILE	TILE	SY	$	37.69	36.95%	$	$	23.76
I0577	GLACIAL ICE ECOWORX® TILE	TILE	SY	$	37.88	22.15%	$	$	29.49
I0597	GRAPHIC ARC ECOWORX® TILE	TILE	SY	$	86.90	22.17%	$	$	67.64
I0598	GRAPHIC SLANT ECOWORX® TILE	TILE	SY	$	86.90	22.17%	$	$	67.64
I0575	GRAPHITE ECOWORX® TILE	TILE	SY	$	36.35	22.18%	$	$	28.29
I0562	HARMONIOUS ECOWORX® TILE	TILE	SY	$	67.33	22.17%	$	$	52.40
I0549	HEIRLOOM TWEED ECOWORX® TILE	TILE	SY	$	44.06	22.13%	$	$	34.31
I0353	HOMEROOM V 3.0 ECOWORX® TILE	TILE	SY	$	44.60	25.59%	$	$	33.19
I0625	IMMERSIVE ECOWORX® TILE	TILE	SY	$	31.48	22.16%	$	$	24.50
I0606	IMPRESS ECOWORX® TILE	TILE	SY	$	52.85	22.16%	$	$	41.14
I0553	INCLUSION COLOR STRATAWORX® TILE	TILE	SY	$	29.36	22.09%	$	$	22.88
I0555	INCLUSION STRATAWORX® TILE	TILE	SY	$	29.36	22.09%	$	$	22.88
I0563	INFLUENCE ECOWORX® TILE	TILE	SY	$	67.33	22.17%	$	$	52.40
I0576	INK ECOWORX® TILE	TILE	SY	$	36.35	22.18%	$	$	28.29
I0501	INSTINCT STRATAWORX® TILE	TILE	SY	$	31.95	38.03%	$	$	19.80
I0583	INTERLOCK ECOWORX® TILE	TILE	SY	$	40.86	22.18%	$	$	31.80
Z6474	INTRINSIC ECOWORX® TILE	TILE	SY	$	45.44	29.72%	$	$	31.94
I0457	INVERNESS ECOWORX® TILE	TILE	SY	$	61.33	30.58%	$	$	42.58
I0567	IRREGULAR ECOWORX® TILE	TILE	SY	$	51.14	22.15%	$	$	39.81
I0383	LINEA 2 ECOWORX® TILE	TILE	SY	$	43.60	25.60%	$	$	32.44
I0541	LINEAR TENSION ECOWORX® TILE	TILE	SY	$	48.36	22.15%	$	$	37.65
I0571	LINEATION ECOWORX® TILE	TILE	SY	$	50.56	22.15%	$	$	39.36
I0460	LOGIC STRATAWORX® TILE	TILE	SY	$	29.14	37.24%	$	$	18.29

I0568	MACRO-SCORE ECOWORX® TILE		TILE	SY	$ 51.48	22.17%	$	$	40.06
I0614	MATERIAL ECOWORX® TILE		TILE	SY	$ 46.39	22.18%	$	$	36.10
I0422	METALLIC ALCHEMY ECOWORX® TILE		TILE	SY	$ 61.09	29.80%	$	$	42.89
I0538	MODERN SERGE ECOWORX® TILE		TILE	SY	$ 64.29	22.17%	$	$	50.04
I0607	MONOTYPE ECOWORX® TILE		TILE	SY	$ 52.85	22.16%	$	$	41.14
I0536	MOVING ECOWORX® TILE		TILE	SY	$ 76.31	22.16%	$	$	59.40
I0226	MOVING ON UP ECOWORX® TILE		TILE	SY	$ 37.23	26.24%	$	$	27.46
I0499	NATURAL FORM STRATAWORX® TILE		TILE	SY	$ 31.95	38.03%	$	$	19.80
I0470	NOCTURNE ECOWORX® TILE		TILE	SY	$ 66.08	31.77%	$	$	45.09
I0305	ON THE RIGHT FOOT ECOWORX® TILE		TILE	SY	$ 73.24	25.58%	$	$	54.50
I0572	OPTIC LIGHT ECOWORX® TILE		TILE	SY	$ 50.56	22.15%	$	$	39.36
I0379	ORBITAL ECOWORX® TILE		TILE	SY	$ 37.69	36.95%	$	$	23.76
I0610	OUTLOOK STRATAWORX® TILE		TILE	SY	$ 25.64	22.14%	$	$	19.96
I0550	OVERLAYER ECOWORX® TILE		TILE	SY	$ 44.06	22.13%	$	$	34.31
I0608	PAINT TRANSFER ECOWORX® TILE		TILE	SY	$ 52.85	22.16%	$	$	41.14
I0316	PASEO ECOWORX® TILE		TILE	SY	$ 81.80	27.00%	$	$	59.71
I0511	PATINA ECOWORX® TILE		TILE	SY	$ 69.86	27.77%	$	$	50.46
I0530	PERENNIAL ECOWORX® TILE		TILE	SY	$ 64.01	23.57%	$	$	48.93
I0611	PERSPECTIVE STRATAWORX® TILE		TILE	SY	$ 25.64	22.14%	$	$	19.96
I0490	POSSIBLE ECOWORX® TILE		TILE	SY	$ 46.46	24.24%	$	$	35.20
I0317	PRADO ECOWORX® TILE		TILE	SY	$ 80.96	26.24%	$	$	59.71
I0531	PRESSED ECOWORX® TILE		TILE	SY	$ 64.04	22.15%	$	$	49.85
I0118	RAZZLE ECOWORX® TILE		TILE	SY	$ 56.29	26.74%	$	$	41.24
I0514	REACT ECOWORX® TILE		TILE	SY	$ 61.09	26.93%	$	$	44.64
I0489	REALIZE ECOWORX® TILE		TILE	SY	$ 46.46	24.24%	$	$	35.20
I0459	REASON STRATAWORX® TILE		TILE	SY	$ 29.14	37.24%	$	$	18.29
I0500	REBALANCE STRATAWORX® TILE		TILE	SY	$ 31.95	38.03%	$	$	19.80
I0513	RELIC ECOWORX® TILE		TILE	SY	$ 61.09	26.93%	$	$	44.64
I0615	RENEWAL ECOWORX® TILE		TILE	SY	$ 64.91	22.15%	$	$	50.54
I0626	RESTORATIVE ECOWORX® TILE		TILE	SY	$ 31.48	22.16%	$	$	24.50
I0564	RESTORED 18" X 36" ECOWORX® TILE		TILE	SY	$ 67.33	22.17%	$	$	52.40
I0612	REVIVE STRATAWORX® TILE		TILE	SY	$ 25.64	22.14%	$	$	19.96
I0465	RISE ECOWORX® TILE		TILE	SY	$ 46.13	14.96%	$	$	39.23
I0642	ROOTED 18" X 36" ECOWORX® TILE		TILE	SY	$ 54.86	32.83%	$	$	36.85
I0466	RUN ECOWORX® TILE		TILE	SY	$ 46.59	29.38%	$	$	32.90
I0519	SCAFFOLD ECOWORX® TILE		TILE	SY	$ 42.98	32.56%	$	$	28.99
I0125	SCHOLASTIC II ECOWORX® TILE		TILE	SY	$ 41.85	34.41%	$	$	27.45
I0643	SCULPTED 18" X 36" ECOWORX® TILE		TILE	SY	$ 54.86	32.83%	$	$	36.85
I0584	SELVAGE ECOWORX® TILE		TILE	SY	$ 40.86	22.18%	$	$	31.80
I0494	SEVILLE ECOWORX® TILE		TILE	SY	$ 72.68	29.55%	$	$	51.20
I0461	SKILL STRATAWORX® TILE		TILE	SY	$ 29.14	37.24%	$	$	18.29
I0467	SLOPE ECOWORX® TILE		TILE	SY	$ 46.13	28.68%	$	$	32.90
I0126	SOCRATES II-26 ECOWORX® TILE		TILE	SY	$ 48.00	33.20%	$	$	32.06
I0617	SPATIAL PALETTE NON-WOVEN PET COMPOSITE		TILE	SF	$ 7.31	33.85%	$	$	4.84
I0239	SPEAK IN COLOR ECOWORX® TILE		TILE	SY	$ 45.19	31.32%	$	$	31.04
I0240	SPEAK IN DESIGN ECOWORX® TILE		TILE	SY	$ 49.00	25.56%	$	$	36.48
I0632	STATIC NOISE ECOWORX® TILE		TILE	SY	$ 36.89	33.95%	$	$	24.36
I0599	STRUCTURE ARC ECOWORX® TILE		TILE	SY	$ 57.28	22.17%	$	$	44.58
I0600	STRUCTURE SLANT ECOWORX® TILE		TILE	SY	$ 57.28	22.17%	$	$	44.58
Z6475	STUDIO ECOWORX® TILE		TILE	SY	$ 49.65	30.26%	$	$	34.63
I0516	SUBURBAN ABSTRACT STRATAWORX® TILE		TILE	SY	$ 37.80	29.37%	$	$	26.70

I0558	SURFACE STRIATION COLOR STRATAWORX® TILE	TILE	SY	$ 29.36	22.09%	$ 22.88
I0552	SURFACE STRIATION STRATAWORX® TILE	TILE	SY	$ 29.36	22.09%	$ 22.88
I0551	TAPIS ECOWORX® TILE	TILE	SY	$ 44.06	22.13%	$ 34.31
I0569	TEXTURAL MARK ECOWORX® TILE	TILE	SY	$ 51.48	22.17%	$ 40.06
I0601	TEXTURE ARC ECOWORX® TILE	TILE	SY	$ 53.15	22.18%	$ 41.36
I0602	TEXTURE SLANT ECOWORX® TILE	TILE	SY	$ 53.15	22.18%	$ 41.36
I0290	THOUGHT ECOWORX® TILE	TILE	SY	$ 37.81	28.75%	$ 26.94
I0578	TIDAL ECOWORX® TILE	TILE	SY	$ 37.88	22.15%	$ 29.49
I0539	TOPSTITCH ECOWORX® TILE	TILE	SY	$ 58.34	22.16%	$ 45.41
I0627	TRANSLUCENT ECOWORX® TILE	TILE	SY	$ 31.48	22.16%	$ 24.50
I0520	TRANSVERSE ECOWORX® TILE	TILE	SY	$ 42.98	32.56%	$ 28.99
I0096	TWEED ECOWORX® TILE	TILE	SY	$ 46.55	31.02%	$ 32.11
I0542	UNDERLIE 18" X 36" ECOWORX® TILE	TILE	SY	$ 48.36	22.15%	$ 37.65
I0609	UNFOLD ECOWORX® TILE	TILE	SY	$ 66.04	22.18%	$ 51.39
I0493	VALENCIA ECOWORX® TILE	TILE	SY	$ 76.31	32.91%	$ 51.20
I0644	VALLEY 18" X 36" ECOWORX® TILE	TILE	SY	$ 54.86	32.83%	$ 36.85
I0579	VAPOROUS ECOWORX® TILE	TILE	SY	$ 37.88	22.15%	$ 29.49
I0301	VIM ECOWORX® TILE	TILE	SY	$ 39.88	31.73%	$ 27.23
I0302	VIVID ECOWORX® TILE	TILE	SY	$ 40.28	27.66%	$ 29.14
I0304	WALK RIGHT IN II ECOWORX® TILE	TILE	SY	$ 72.04	25.56%	$ 53.63
I0425	WORK. STUDY. PLAY. 12" X 48" ECOWORX® TILE	TILE	SY	$ 51.95	27.24%	$ 37.80
I0405	WORK. STUDY. PLAY. 24" X 24" ECOWORX® TILE	TILE	SY	$ 49.05	25.46%	$ 36.56
RESILIENT						
Style Number	**Style Name**	**Type**	**UOM**	**Retail Price**	**% Discount**	**State of NY - Not to Exceed**
I424V	ADESA	HARD SURFACE	SF	$ 8.25	44.36%	$ 4.59
I346V	ADMIX 12" X 12"	HARD SURFACE	SF	$ 11.81	29.21%	$ 8.36
I508V	ADMIX 18" X 36"	HARD SURFACE	SF	$ 13.75	33.60%	$ 9.13
I347V	ADMIX 36" X 36"	HARD SURFACE	SF	$ 15.00	26.40%	$ 11.04
I429V	ADMIX ENCORE GLOSS	HARD SURFACE	SF	$ 13.75	35.20%	$ 8.91
I333V	AGGREGATE	HARD SURFACE	SF	$ 5.25	35.24%	$ 3.40
I542V	ANEW 2.5 MM	HARD SURFACE	SF	$ 4.28	23.68%	$ 3.26
I543V	ANEW 5MM	HARD SURFACE	SF	$ 6.19	22.42%	$ 4.80
I318V	ARBOR CREST	HARD SURFACE	SF	$ 7.09	40.06%	$ 4.25
I208V	BOUNCE BACK	HARD SURFACE	SY	$ 79.11	25.60%	$ 58.86
I319V	BROOKWOOD+	HARD SURFACE	SY	$ 61.00	32.98%	$ 40.88
I313V	CHARTED	HARD SURFACE	SF	$ 5.00	33.20%	$ 3.34
I600V	CLICK REFRESH	HARD SURFACE	SF	$ 8.43	39.38%	$ 5.11
I426V	CMYK	HARD SURFACE	SF	$ 5.00	39.00%	$ 3.05
I476V	CREATIVE CODE	HARD SURFACE	SF	$ 5.00	29.00%	$ 3.55
I440V	CROSSOVER CLICK	HARD SURFACE	SF	$ 8.43	39.38%	$ 5.11
I439V	CROSSOVER LOOSE LAY	HARD SURFACE	SF	$ 6.25	32.96%	$ 4.19
I334V	DISSIPATE	HARD SURFACE	SF	$ 5.25	35.24%	$ 3.40
I423V	EMERY	HARD SURFACE	SF	$ 8.84	40.16%	$ 5.29
I602V	ENERGIZE	HARD SURFACE	SF	$ 6.18	22.27%	$ 4.80
I447V	ENRICH PLANK	HARD SURFACE	SF	$ 10.00	33.50%	$ 6.65
I448V	ENRICH SHEET	HARD SURFACE	SY	$ 80.00	30.63%	$ 55.50
I622V	ENTANGLE	HARD SURFACE	SF	$ 8.56	22.19%	$ 6.66
I713V	GRAPH	HARD SURFACE	SF	$ 7.15	58.22%	$ 2.99
I200V	HIGHLAND FOREST	HARD SURFACE	SF	$ 5.98	43.98%	$ 3.35
I800V	HIGHLAND FOREST 6"	HARD SURFACE	SF	$ 5.98	43.98%	$ 3.35

I422V	HOLISTIC	HARD SURFACE	SY	$	55.36	34.50%	$	$	36.26
I690V	HOLISTIC SHADES	HARD SURFACE	SY	$	31.65	2.69%	$	$	30.80
I691V	HOLISTIC THRIVE	HARD SURFACE	SY	$	42.01	13.68%	$	$	36.26
I490V	HOMEGRAIN 12 MIL	HARD SURFACE	SF	$	2.36	34.32%	$	$	1.55
I491V	HOMEGRAIN 8 MIL	HARD SURFACE	SF	$	2.03	31.65%	$	$	1.39
I577V	INSET	HARD SURFACE	SF	$	5.94	22.05%	$	$	4.63
I638V	ITERATE	HARD SURFACE	SF	$	6.18	22.27%	$	$	4.80
I311V	LETTERPRESS	HARD SURFACE	SF	$	5.00	33.20%	$	$	3.34
I560V	LINOCUT	HARD SURFACE	SF	$	6.18	22.27%	$	$	4.80
I592V	LOCAL RESERVE	HARD SURFACE	SF	$	6.15	22.15%	$	$	4.79
I637V	LONGITUDE	HARD SURFACE	SF	$	5.50	2.73%	$	$	5.35
I509V	MARK MAKING	HARD SURFACE	SF	$	6.54	22.18%	$	$	5.09
I692V	MARK MAKING 2.5	HARD SURFACE	SF	$	3.53	21.99%	$	$	2.75
I446V	MEANING	HARD SURFACE	SF	$	10.00	33.50%	$	$	6.65
I584V	MEANING SHEET	HARD SURFACE	SY	$	71.31	22.17%	$	$	55.50
I745V	MINERAL	HARD SURFACE	SF	$	5.90	58.05%	$	$	2.48
I478V	MOLTEN	HARD SURFACE	SF	$	7.50	37.87%	$	$	4.66
I462V	MONOCHROME MATTE	HARD SURFACE	SF	$	6.25	30.24%	$	$	4.36
I531V	NATURAL STATE 12 MIL CLICK	HARD SURFACE	SF	$	3.78	21.96%	$	$	2.95
I533V	NATURAL STATE 20 MIL	HARD SURFACE	SF	$	4.08	22.06%	$	$	3.18
I532V	NATURAL STATE 20 MIL CLICK	HARD SURFACE	SF	$	4.75	21.89%	$	$	3.71
I206V	NORTH RIDGE 4"	HARD SURFACE	SF	$	5.96	43.79%	$	$	3.35
I207V	NORTH RIDGE 6"	HARD SURFACE	SF	$	5.96	43.79%	$	$	3.35
I320V	ORGANIC HUE	HARD SURFACE	SY	$	64.38	36.41%	$	$	40.94
I479V	OXIDIZED	HARD SURFACE	SF	$	7.50	39.67%	$	$	4.53
I483V	PAINTED WEFT	HARD SURFACE	SF	$	10.00	33.40%	$	$	6.66
I716V	PLANAR	HARD SURFACE	SF	$	7.15	58.22%	$	$	2.99
I633V	PURSUE	HARD SURFACE	SF	$	4.26	34.02%	$	$	2.81
I623V	PURSUE SHEET	HARD SURFACE	SY	$	52.76	30.59%	$	$	36.63
I601V	REACH	HARD SURFACE	SF	$	6.18	22.27%	$	$	4.80
I417V	REMOVE	HARD SURFACE	SF	$	6.25	30.72%	$	$	4.33
I588V	RESTON	HARD SURFACE	SF	$	5.13	21.44%	$	$	4.03
I634V	SENSE	HARD SURFACE	SF	$	4.26	34.02%	$	$	2.81
I624V	SENSE SHEET	HARD SURFACE	SY	$	52.76	30.59%	$	$	36.63
I466V	SPLITWOOD	HARD SURFACE	SF	$	7.50	38.27%	$	$	4.63
I322V	STRATIFIED+ 12" X 24"	HARD SURFACE	SF	$	6.25	47.36%	$	$	3.29
I321V	STRATIFIED+ 6" X 24"	HARD SURFACE	SF	$	6.25	44.80%	$	$	3.45
I464V	SURFACE TONE	HARD SURFACE	SF	$	6.25	29.60%	$	$	4.40
I621V	TACTILITY	HARD SURFACE	SF	$	8.56	22.19%	$	$	6.66
I342V	TIMBER GROVE 8	HARD SURFACE	SF	$	2.75	43.64%	$	$	1.55
I420V	TIMBER GROVE II	HARD SURFACE	SF	$	4.13	45.52%	$	$	2.25
I421V	TIMBER GROVE II 20 MIL	HARD SURFACE	SF	$	6.88	56.69%	$	$	2.98
I438V	TIMBER GROVE II 30 MIL	HARD SURFACE	SF	$	6.38	42.99%	$	$	3.64
I559V	TIMBER GROVE II 5MM	HARD SURFACE	SF	$	5.84	22.27%	$	$	4.54
I599V	TIMBER GROVE II SPC	HARD SURFACE	SF	$	7.24	33.85%	$	$	4.79
I312V	TYPEFACE	HARD SURFACE	SF	$	5.00	33.20%	$	$	3.34
I405V	VININGS	HARD SURFACE	SF	$	6.25	31.04%	$	$	4.31
I418V	WITHDRAW	HARD SURFACE	SF	$	6.25	30.72%	$	$	4.33
I484V	WOODEN WARP	HARD SURFACE	SF	$	10.00	33.40%	$	$	6.66
I300V	WOODLAND VIEW	HARD SURFACE	SF	$	2.61	16.75%	$	$	2.18
ADHESIVE & SUNDRIES									

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
905DU	9050	ADHESIVE RESILIENT	4 GAL PAIL	$ 90.00	13.11%	$ 78.20
3800D	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE	ADHESIVE BROADLOOM	4 GAL PAIL	$ 106.25	21.05%	$ 83.89
4000D	4000 - BROADLOOM SEAM SEALER	ADHESIVE BROADLOOM	EA	$ 20.70	20.66%	$ 16.43
S310V	4062 SEAM SEALER	ADHESIVE RESILIENT	EA	$ 15.71	14.25%	$ 13.48
341VS	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE	ADHESIVE RESILIENT	4 GAL PAIL	$ 287.50	20.39%	$ 228.89
S292V	6" COVE BASE PR	HARD SURFACE	ROLL	$ 162.69	22.16%	$ 126.64
620DU	6200 - ADHESIVE DETACKIFIER UNITS	ADHESIVE TILE	4 GAL PAIL	$ 164.84	20.17%	$ 131.60
6200D	6200 - ADHESIVE DETACKIFIER UNITS	ADHESIVE BROADLOOM	4 GAL PAIL	$ 164.84	20.17%	$ 131.60
8300D	8300 - BROADLOOM MOISTURE IMPERVIOUS SEAM SEALER	ADHESIVE BROADLOOM	EA	$ 13.28	21.04%	$ 10.49
9000D	9000 - BARRIER COAT	ADHESIVE BROADLOOM	2.5 GAL PAIL	$ 406.25	20.68%	$ 322.23
9050D	9050 - FLOOR PRIMER	ADHESIVE BROADLOOM	4 GAL PAIL	$ 90.00	13.11%	$ 78.20
S124V	9050 RESILIENT FLOOR PRIMER	ADHESIVE RESILIENT	4 GAL PAIL	$ 90.00	13.11%	$ 78.20
S207V	ADMIX 20" MAROON DEEP SCRUB PAD (RESALE)	HARD SURFACE	BOX	$ 37.76	22.14%	$ 29.40
115PM	ADMIX DEEP SCRUB CLEANER (RESALE)	HARD SURFACE	QUART	$ 53.69	22.14%	$ 41.80
114PM	ADMIX DEEP SCRUB CLEANER (RESALE)	HARD SURFACE	1 GAL PAIL	$ 171.26	22.16%	$ 133.31
118PM	ADMIX GLOSS FINISH (RESALE)	HARD SURFACE	QUART	$ 44.74	22.16%	$ 34.83
117PM	ADMIX GLOSS SURFACE TREATMENT (RESALE)	HARD SURFACE	1 GAL PAIL	$ 132.96	22.17%	$ 103.49
S167V	ADMIX WELD ROD	HARD SURFACE	ROLL	$ 237.23	22.16%	$ 184.65
AVDES	ADVANTAGE SYSTEM	ADHESIVE BROADLOOM	ROLL	$ 482.81	20.57%	$ 383.48
AVDEU	ADVANTAGE SYSTEM	ADHESIVE TILE	ROLL	$ 482.81	20.57%	$ 383.48
S137V	CARPET REDUCER 5/16"	HARD SURFACE	BOX	$ 104.69	20.26%	$ 83.48
LOK4T	CARPET TILE - LOKDOTS ADHESIVE 1/2 SLEEVE	ADHESIVE TILE	EA	$ 190.63	20.58%	$ 151.39
S157V	CAVETTO 6"	HARD SURFACE	BOX	$ 240.75	22.17%	$ 187.39
I0547	CHARITY	CUSHION BROADLOOM	SY	$ 12.31	31.89%	$ 8.39
I0446	CUSHIONWORX 2MM	ADHESIVE TILE	ROLL	$ 365.18	22.16%	$ 284.25
I0432	CUSHIONWORX 3MM	ADHESIVE TILE	ROLL	$ 660.00	22.16%	$ 513.73
S156V	CYMA 4.5"	HARD SURFACE	BOX	$ 182.59	20.30%	$ 145.53
S270V	ENRICH BIO-BASED WELD ROD	HARD SURFACE	ROLL	$ 144.00	22.16%	$ 112.09
224PC	FINISHWORX ECOWALL BASE 4" COVE LENGTH	ADHESIVE RESILIENT	BOX	$ 127.14	13.38%	$ 110.14
225PC	FINISHWORX ECOWALL BASE 4" COVE ROLL	ADHESIVE RESILIENT	BOX	$ 127.14	13.38%	$ 110.14
215PC	FINISHWORX WALL BASE 4" COVE LENGTH	ADHESIVE RESILIENT	BOX	$ 130.00	13.36%	$ 112.64
219PC	FINISHWORX WALL BASE 4" COVE LENGTH VINYL	ADHESIVE RESILIENT	BOX	$ 100.00	13.61%	$ 86.39
216PC	FINISHWORX WALL BASE 4" COVE ROLL	ADHESIVE RESILIENT	BOX	$ 130.00	13.36%	$ 112.64
220PC	FINISHWORX WALL BASE 4" COVE ROLL VINYL	ADHESIVE RESILIENT	BOX	$ 131.43	13.35%	$ 113.89
217PC	FINISHWORX WALL BASE 4" STRAIGHT LENGTH	ADHESIVE RESILIENT	BOX	$ 130.00	13.36%	$ 112.64
218PC	FINISHWORX WALL BASE 4" STRAIGHT ROLL	ADHESIVE RESILIENT	BOX	$ 130.00	13.36%	$ 112.64
223PC	FINISHWORX WALL BASE 4.5" COVE LENGTH	ADHESIVE RESILIENT	BOX	$ 165.71	13.17%	$ 143.89
221PC	FINISHWORX WALL BASE 6" COVE LENGTH	ADHESIVE RESILIENT	BOX	$ 172.86	13.14%	$ 150.14
222PC	FINISHWORX WALL BASE 6" COVE ROLL	ADHESIVE RESILIENT	BOX	$ 172.86	13.14%	$ 150.14
S122V	GROUNDWORKS	HARD SURFACE	ROLL	$ 65.71	13.34%	$ 56.95
S109V	HUSH II	CUSHION BROADLOOM	EA	$ 264.06	20.42%	$ 210.14
03LDR	LOKDOT ADHESIVE 8 ROLLS	ADHESIVE TILE	EA	$ 295.71	13.44%	$ 255.98
03LDA	LOKDOT APPLICATOR	ADHESIVE TILE	EA	$ 122.86	13.41%	$ 106.39
S041V	LOKSEAM APPLICATOR	ADHESIVE RESILIENT	UNIT	$ 102.55	22.17%	$ 79.81
S040V	LOKSEAM REPLACEMENT KIT	ADHESIVE RESILIENT	UNIT	$ 335.24	22.16%	$ 260.94
S039V	LOKSEAM STARTER KIT	ADHESIVE RESILIENT	UNIT	$ 280.60	22.16%	$ 218.41
LWRX2	LOKWORX ADHESIVE TABS 500	ADHESIVE TILE	BOX	$ 372.49	31.89%	$ 253.69
232PC	LOKWORX CARPET TILE ADHESIVE	ADHESIVE TILE	1 GAL PAIL	$ 42.88	20.96%	$ 33.89
231PC	LOKWORX CPT TILE ADHESIVE	ADHESIVE TILE	4 GAL PAIL	$ 131.69	20.06%	$ 105.28

3600D	LOKWORX ECOWORX BROADLOOM ADHESIVE	ADHESIVE BROADLOOM	4 GAL PAIL	$ 98.57	15.32%	$ 83.48
229PC	LOKWORX RESILIENT ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	$ 50.54	20.58%	$ 40.14
228PC	LOKWORX RESILIENT ADHESIVE	ADHESIVE RESILIENT	4 GAL PAIL	$ 151.60	19.10%	$ 122.64
1000D	LOKWORX+ BROADLOOM ADHESIVE	ADHESIVE BROADLOOM	4 GAL PAIL	$ 65.71	14.19%	$ 56.39
5001P	LOKWORX+ CARPET TILE ADHESIVE	ADHESIVE TILE	1 GAL PAIL	$ 40.00	13.88%	$ 34.45
5000P	LOKWORX+ CARPET TILE ADHESIVE	ADHESIVE TILE	4 GAL PAIL	$ 130.00	14.21%	$ 111.53
214PC	LOKWORX+ RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	$ 228.57	13.71%	$ 197.23
213PC	LOKWORX+ RESILIENT	ADHESIVE RESILIENT	1 GAL PAIL	$ 70.00	14.09%	$ 60.14
211PC	LOKWORX+ RESILIENT	ADHESIVE RESILIENT	1 GAL PAIL	$ 75.04	19.86%	$ 60.14
212PC	LOKWORX+ RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	$ 245.01	19.50%	$ 197.23
S309V	MEANING WELDROD	HARD SURFACE	ROLL	$ 144.00	22.16%	$ 112.09
S307V*	MOISTURESHIELD	HARD SURFACE	EA	$ 935.94	20.12%	$ 747.64
9125D	MOISTURETEK	ADHESIVE BROADLOOM	EA	$ 1,139.06	20.10%	$ 910.14
S171V	MS RESILIENT	ADHESIVE RESILIENT	2 GAL PAIL	$ 201.43	13.33%	$ 174.59
160PS	NOSE CAULK TUBE/CARTRIDGE	ADHESIVE RESILIENT	EA	$ 98.44	21.13%	$ 77.64
S139V	PINLESS METAL TRACK	HARD SURFACE	BOX	$ 87.50	20.31%	$ 69.73
S160V	QUARTER ROUND	HARD SURFACE	BOX	$ 275.42	23.23%	$ 211.44
S136V	RESILIENT CARPET REDUCER	HARD SURFACE	BOX	$ 108.59	20.25%	$ 86.60
S126V	REXCOURT WELD ROD	HARD SURFACE	ROLL	$ 129.83	22.16%	$ 101.05
S107V	S150-95	ADHESIVE RESILIENT	EA	$ 55.71	14.50%	$ 47.64
S108V	S150-95 RH - RESILIENT SPRAY	ADHESIVE RESILIENT	EA	$ 55.71	14.50%	$ 47.64
265VS	SHAW 1500	ADHESIVE RESILIENT	EA	$ 85.94	21.93%	$ 67.09
S123V	SHAW 200 - RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	$ 185.94	21.49%	$ 145.98
203PC	SHAW PURE GAS DEODORIZER FAST USE 250 SF ROOM	HARD SURFACE	BOX	$ 1,068.59	22.16%	$ 831.76
198PC	SHAW PURE INITIAL STARTER KIT	HARD SURFACE	BOX	$ 1,264.89	22.16%	$ 984.56
204PC	SHAW PURE LIQUID DEODORIZER 1 GALLON CONTAINER	HARD SURFACE	BOX	$ 33.89	22.18%	$ 26.38
201PC	SHAW PURE LIQUID DEODORIZER 1 GALLON PACKET	HARD SURFACE	BOX	$ 601.43	22.16%	$ 468.14
194PC	SHAW PURE LIQUID DEODORIZER 32 OZ BLACK SPRAY BOTTLE (3)	HARD SURFACE	BOX	$ 43.11	22.15%	$ 33.56
195PC	SHAW PURE LIQUID DEODORIZER 5 GALLON CONTAINER	HARD SURFACE	BOX	$ 122.60	22.17%	$ 95.43
202PC	SHAW PURE LIQUID DEODORIZER 5 GALLON PACKET	HARD SURFACE	BOX	$ 924.74	22.16%	$ 719.80
206PC	SHAW PURE V DEODORIZATION KIT - SMALL	HARD SURFACE	BOX	$ 333.93	22.16%	$ 259.91
205PC	SHAW PURE V DISINFECTION KIT - SMALL	HARD SURFACE	BOX	$ 302.71	22.16%	$ 235.63
S155V	SLOT 4.5"	HARD SURFACE	BOX	$ 237.31	23.23%	$ 182.18
S141V	SNAP-DOWN T-MOLDING 1-1/8"	HARD SURFACE	BOX	$ 68.75	23.24%	$ 52.78
S142V	SNAP-DOWN T-MOLDING 2"	HARD SURFACE	BOX	$ 68.75	23.24%	$ 52.78
S154V	STRAIGHT 4.5"	HARD SURFACE	BOX	$ 233.77	23.23%	$ 179.46
S306V*	SURFACE PREP EXT	HARD SURFACE	EA	$ 732.81	20.15%	$ 585.14
S140V	TILE-CARPET REDUCER 1/8"	HARD SURFACE	BOX	$ 98.05	20.28%	$ 78.16
159PS	TREAD & LANDING ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	$ 95.31	21.17%	$ 75.14
S113V	VS-60 MBX VERS/KOVARA 60 (UNITS) 5'X144' LONG ROLL	CUSHION TILE	ROLL	$ 2,571.43	14.66%	$ 2,194.45
S112V	VS-95 VERS/KOVARA 95 (UNITS) 5'X144' LONG ROLL	CUSHION TILE	ROLL	$ 1,214.29	14.79%	$ 1,034.73
S115V	VSM MBX VERS/KOVARA 2.5"W X 180'L TAPE	CUSHION TILE	ROLL	$ 104.29	14.63%	$ 89.03
S114V	VSM VERS/KOVARA 2"W X 180'L TAPE	CUSHION TILE	ROLL	$ 92.86	14.90%	$ 79.03
S116V	VSM VERS/KOVARA 4"W X 100'L DS TAPE	CUSHION TILE	ROLL	$ 107.14	14.58%	$ 91.53
S133V	WALL BASE ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	$ 35.94	21.53%	$ 28.20
S132V	WALL BASE TUBE ADHESIVE	ADHESIVE RESILIENT	BOX	$ 104.69	21.06%	$ 82.64
S101V	WELD ROD	HARD SURFACE	ROLL	$ 73.48	22.15%	$ 57.20

HARD SURFACE

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
P206V	ASPECT 12" X 24"	HARD SURFACE	SF	$ 6.91	21.88%	$ 5.40

P207V	ASPECT 16" X 32"	HARD SURFACE	SF	$ 8.76	22.25%	$ 6.81
P111V	BAKED LINEN 12" X 24"	HARD SURFACE	SF	$ 5.98	21.97%	$ 4.66
P112V	BAKED LINEN 2" MOSAIC	HARD SURFACE	SF	$ 13.94	22.15%	$ 10.85
P115V	BAKED LINEN 3" X 12" BN	HARD SURFACE	SF	$ 3.90	22.12%	$ 3.04
P034V	BALLROOM 12" X 12"	HARD SURFACE	SF	$ 6.78	40.04%	$ 4.06
P145V	BISCAYNE 17"	HARD SURFACE	SF	$ 1.70	22.06%	$ 1.33
P087V	CANYON RIVER 12" X 24"	HARD SURFACE	SF	$ 4.34	22.19%	$ 3.38
P088V	CANYON RIVER 12" X 24" POLISHED	HARD SURFACE	SF	$ 4.16	14.41%	$ 3.56
P062V	CHARRED HICKORY 6" X 36"	HARD SURFACE	SF	$ 3.86	22.01%	$ 3.01
P155V	COLONIAL 12" X 24"	HARD SURFACE	SF	$ 4.08	22.09%	$ 3.18
P158V	COLONIAL 4" X 12"	HARD SURFACE	SF	$ 8.04	22.24%	$ 6.25
P068V	COOL SPRINGS 3" X 6"	HARD SURFACE	SF	$ 21.94	22.17%	$ 17.08
P150V	CORONADO 12" X 24"	HARD SURFACE	SF	$ 2.01	22.36%	$ 1.56
P149V	CORONADO 17"	HARD SURFACE	SF	$ 1.73	21.74%	$ 1.35
P167V	EAST HAMPTON 18"	HARD SURFACE	SF	$ 2.44	22.05%	$ 1.90
P213V	ESSENTIAL 3" X 12" ARTISAN GLASS	HARD SURFACE	SF	$ 17.90	22.14%	$ 13.94
P214V	ESSENTIAL 3" X 12" GLASS	HARD SURFACE	SF	$ 17.31	22.17%	$ 13.48
P216V	ESSENTIAL 8" X 24" GLASS	HARD SURFACE	SF	$ 20.39	22.19%	$ 15.86
P217V	ESSENTIAL 8" X 24" WAVE GLASS	HARD SURFACE	SF	$ 20.39	22.19%	$ 15.86
P219V	ESSENTIAL FAN GLASS MOSAIC 3" X 12"	HARD SURFACE	SF	$ 27.96	22.17%	$ 21.76
P234V	FULCRUM 12" X 24"	HARD SURFACE	SF	$ 2.55	22.06%	$ 1.99
P232V	FULCRUM 13" X 13"	HARD SURFACE	SF	$ 2.33	22.04%	$ 1.81
P233V	FULCRUM 18" X 18"	HARD SURFACE	SF	$ 2.41	22.28%	$ 1.88
P049V	GRAND 12" X 12" PLSH	HARD SURFACE	SF	$ 9.28	38.95%	$ 5.66
P194V	ILLUSION GLASS LINEAR MOSAIC	HARD SURFACE	SF	$ 23.61	22.18%	$ 18.38
P171V	IRONSTONE 18"	HARD SURFACE	SF	$ 2.44	22.05%	$ 1.90
P075V	SILK WALNUT 6" X 24"	HARD SURFACE	SF	$ 4.34	22.19%	$ 3.38
P076V	SILK WALNUT 6" X 36"	HARD SURFACE	SF	$ 4.70	22.07%	$ 3.66
P192V	SILVERADO 6" X 36"	HARD SURFACE	SF	$ 3.24	22.01%	$ 2.53
P186V	SPLENDID 12" X 24" MATTE	HARD SURFACE	SF	$ 5.25	22.14%	$ 4.09
P027V	SPLENDID 12" X 24" POLISHED	HARD SURFACE	SF	$ 4.98	22.11%	$ 3.88
p187v	SPLENDID 16" X 32" MATTE	HARD SURFACE	SF	$ 6.43	22.18%	$ 5.00
P188V	SPLENDID 16" X 32" POLISHED	HARD SURFACE	SF	$ 6.43	22.18%	$ 5.00
P030V	SPLENDID 24" X 24" POLISHED	HARD SURFACE	SF	$ 4.80	22.14%	$ 3.74
P026V	SPLENDID 4" X 12" PLSH	HARD SURFACE	SF	$ 7.36	22.07%	$ 5.74
P040V	THEATER 12" X 24" MATTE	HARD SURFACE	SF	$ 8.03	42.83%	$ 4.59
P041V	THEATER 12" X 24" PLSH	HARD SURFACE	SF	$ 9.28	35.31%	$ 6.00
P128V	TRECKWOOD 6" X 24"	HARD SURFACE	SF	$ 3.74	22.07%	$ 2.91
P129V	TRECKWOOD 8" X 32"	HARD SURFACE	SF	$ 4.18	22.16%	$ 3.25
P013V	URBAN EASE 3" X 6"	HARD SURFACE	SF	$ 4.41	19.83%	$ 3.54
P016V	URBAN EASE 4" X 16"	HARD SURFACE	SF	$ 3.16	22.13%	$ 2.46

HARD SURFACE ADHESIVE & SUNDRIES

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
143PM	705 DUSTLESS PROSET PLUS (GRAY)	HARD SURFACE	EA	$ 23.64	22.17%	$ 18.40
144PM	705 DUSTLESS PROSET PLUS (WHITE)	HARD SURFACE	EA	$ 26.53	22.16%	$ 20.65
145PM	710 DUSTLESS GRAY	HARD SURFACE	EA	$ 39.43	25.59%	$ 29.34
146PM	710 DUSTLESS WHITE	HARD SURFACE	EA	$ 39.43	25.59%	$ 29.34
147PM	720 DUSTLESS MARBLEPRO (GRAY)	HARD SURFACE	EA	$ 26.11	22.16%	$ 20.33
148PM	720 DUSTLESS MARBLEPRO (WHITE)	HARD SURFACE	EA	$ 29.95	22.17%	$ 23.31
106PM	735 PREMIUMFLEX (GRAY)	HARD SURFACE	EA	$ 34.48	22.15%	$ 26.84

Attachment: allasenfinal (RES-2024-222 : Carpet Replacement at 30 S Cayuga - Allasen Carpets CRS#4647)

124PM	735 PREMIUMFLEX (WHITE)	HARD SURFACE	EA	$ 40.05	22.16%	$		31.18
125PM	855 XXL THIN SET (GRAY)	HARD SURFACE	EA	$ 51.33	22.17%	$		39.95
126PM	855 XXL THIN SET (WHITE)	HARD SURFACE	EA	$ 53.20	21.94%	$		41.53
129PM	ADDITIONAL FABRIC 8" X 165'	HARD SURFACE	ROLL	$ 86.04	22.18%	$		66.96
9100P	ADVANCE SKIM COAT REPAIR PATCH/FEATHER FINISH	HARD SURFACE	EA	$ 31.59	22.16%	$		24.59
142PM	AGGREGATE - PRO EPOXY PART C	HARD SURFACE	BOX	$ 40.63	22.12%	$		31.64
P208V	ASPECT BULLNOSE 3" X 24"	HARD SURFACE	EA	$ 7.58	18.37%	$		6.19
P209V	ASPECT MOSAIC 12" X 12"	HARD SURFACE	EA	$ 28.31	22.18%	$		22.04
P114V	BAKED LINEN STACKED MOSAIC	HARD SURFACE	EA	$ 15.36	22.21%	$		11.95
P148V	BISCAYNE 2" MOSAIC	HARD SURFACE	EA	$ 11.65	22.10%	$		9.08
P147V	BISCAYNE 3" X 13" BULLNOSE	HARD SURFACE	EA	$ 3.38	22.22%	$		2.63
127PM	BURST - EXCELLERATOR	HARD SURFACE	EA	$ 16.10	22.20%	$		12.53
P091V	CANYON RIVER 2" MOSAIC	HARD SURFACE	EA	$ 14.71	22.18%	$		11.45
P089V	CANYON RIVER 3" X 12" BN	HARD SURFACE	EA	$ 4.18	22.25%	$		3.25
P090V	CANYON RIVER POLISHED 3" X 12" BULLNOSE	HARD SURFACE	EA	$ 5.04	22.08%	$		3.93
P156V	COLONIAL 3" X 12" BULLNOSE	HARD SURFACE	EA	$ 3.99	22.31%	$		3.10
P159V	COLONIAL 4" X 12" WALL BULLNOSE	HARD SURFACE	EA	$ 5.71	22.10%	$		4.45
P157V	COLONIAL MOSAIC	HARD SURFACE	EA	$ 15.09	22.13%	$		11.75
139PM	COLORED CAULK-SANDED	HARD SURFACE	EA	$ 17.78	22.16%	$		13.84
140PM	COLORED CAULK-SMOOTH	HARD SURFACE	EA	$ 17.78	22.16%	$		13.84
P151V	CORONADO 13"	HARD SURFACE	EA	$ 1.61	21.58%	$		1.26
P152V	CORONADO 3" X 13" BULLNOSE	HARD SURFACE	EA	$ 3.43	21.90%	$		2.68
138PM	DURA NON-SANDED GROUT	HARD SURFACE	EA	$ 25.60	22.17%	$		19.93
102PM	DURA SANDED GROUT	HARD SURFACE	EA	$ 26.06	22.16%	$		20.29
P165V	EAST HAMPTON 12" X 24"	HARD SURFACE	EA	$ 2.75	22.27%	$		2.14
P166V	EAST HAMPTON 13"	HARD SURFACE	EA	$ 2.41	22.28%	$		1.88
P163V	EAST HAMPTON 2" MOSAIC	HARD SURFACE	EA	$ 12.70	22.15%	$		9.89
P164V	EAST HAMPTON 3" X 13" BULLNOSE	HARD SURFACE	EA	$ 3.68	22.28%	$		2.86
P218V	ESSENTIAL CHEVRON GLASS MOSAIC	HARD SURFACE	EA	$ 21.58	22.20%	$		16.79
P220V	ESSENTIAL LANTERN GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	$ 28.98	22.19%	$		22.55
P221V	ESSENTIAL PENNY ROUND GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	$ 26.41	22.20%	$		20.55
P222V	ESSENTIAL PETAL GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	$ 27.43	22.20%	$		21.34
P223V	ESSENTIAL STACKED GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	$ 15.53	22.22%	$		12.08
P224V	ESSENTIAL SUBWAY GLASS MOSAIC 12" X 12"	HARD SURFACE	EA	$ 17.08	22.19%	$		13.29
130PM	FABRIC BASE ROLL 8" X 90'	HARD SURFACE	ROLL	$ 49.80	22.16%	$		38.76
131PM	FRACTURE GUARD	HARD SURFACE	3.5 GAL PAIL	$ 176.05	22.16%	$		137.04
149PM	FRACTURE GUARD FD	HARD SURFACE	3.5 GAL PAIL	$ 190.18	22.16%	$		148.04
P237V	FULCRUM 13" X 13" HEX	HARD SURFACE	EA	$ 19.46	22.09%	$		15.16
P235V	FULCRUM BULLNOSE 3X13	HARD SURFACE	EA	$ 3.88	22.42%	$		3.01
P236V	FULCRUM MOSAIC 13" X 13"	HARD SURFACE	EA	$ 14.34	22.25%	$		11.15
128PM	HYDRO GUARD	HARD SURFACE	1 GAL PAIL	$ 90.55	22.16%	$		70.49
107PM	HYDRO GUARD	HARD SURFACE	3.5 GAL PAIL	$ 221.89	22.16%	$		172.71
P193V	ILLUSION GLASS HEXAGON MOSAIC	HARD SURFACE	EA	$ 22.78	22.17%	$		17.73
137PM	INTEGRA COLOR GROUT	HARD SURFACE	EA	$ 30.53	22.17%	$		23.76
141PM	PRO EPOXY PARTS A & B	HARD SURFACE	1 GAL PAIL	$ 87.63	22.17%	$		68.20
P077V	SILK WALNUT 3" X 24" BULLNOSE	HARD SURFACE	EA	$ 8.41	22.14%	$		6.55
P078V	SILK WALNUT MOSAIC	HARD SURFACE	EA	$ 14.00	22.14%	$		10.90
P033V	SPLENDID 2" MOSAIC	HARD SURFACE	EA	$ 29.39	22.16%	$		22.88
P185V	SPLENDID 3" X 12" MATTE	HARD SURFACE	EA	$ 14.54	22.20%	$		11.31
P031V	SPLENDID 3" X 12" POLISHED	HARD SURFACE	EA	$ 6.43	22.24%	$		5.00
P189V	SPLENDID BASKETWEAVE MOSAIC PLSH	HARD SURFACE	EA	$ 48.96	22.16%	$		38.11

P130V	TRECKWOOD 3" X 24" BULLNOSE	HARD SURFACE	EA	$ 8.25	22.12%	$ 6.43
P131V	TRECKWOOD MOSAIC	HARD SURFACE	EA	$ 14.15	22.19%	$ 11.01
132PM	UNDERLAYMENT C	HARD SURFACE	EA	$ 46.65	22.17%	$ 36.31
135PM	UNDERLAYMENT SLU	HARD SURFACE	EA	$ 59.99	22.15%	$ 46.70
P021V	URBAN EASE 1" MOSAIC	HARD SURFACE	EA	$ 6.15	22.15%	$ 4.79
P024V	URBAN EASE 2" MOSAIC	HARD SURFACE	EA	$ 4.49	22.28%	$ 3.49
P015V	URBAN EASE 3" X 6" BN	HARD SURFACE	EA	$ 2.64	22.35%	$ 2.05
P018V	URBAN EASE 4" X 16" BULLNOSE	HARD SURFACE	EA	$ 6.53	22.22%	$ 5.08
P019V	URBAN EASE MATTE/BLACK DOT BASKETWEAVE	HARD SURFACE	EA	$ 7.38	22.09%	$ 5.75
P029V	URBAN EASE MATTE/BLACK DOT PINWHEEL	HARD SURFACE	EA	$ 6.33	22.13%	$ 4.93
PHILADELPHIA COMMERCIAL						
BROADLOOM						

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
54840	A FRESH START CLASSICBAC®	BROADLOOM	SY	$ 25.84	22.95%	$ 19.91
54851	ANTIQUE CHARM STALOK®	BROADLOOM	SY	$ 39.59	26.44%	$ 29.13
Q8005	ARTISTIC IMPRES	BROADLOOM	SY	$ 70.22	40.30%	$ 41.92
J0064	BAYTOWNE III 30 CLASSICBAC®	BROADLOOM	SY	$ 24.33	25.54%	$ 18.11
J0065	BAYTOWNE III 36 CLASSICBAC®	BROADLOOM	SY	$ 31.54	31.40%	$ 21.64
54807	BE OPEN STALOK®	BROADLOOM	SY	$ 34.10	41.35%	$ 20.00
54808	BE PRESENT STALOK®	BROADLOOM	SY	$ 34.10	41.35%	$ 20.00
54809	BE REAL STALOK®	BROADLOOM	SY	$ 34.10	41.35%	$ 20.00
54692	BEACON II DUROGEN RUBBER	BROADLOOM	SY	$ 25.65	42.58%	$ 14.73
54600	BOX SUITE CLASSICBAC®	BROADLOOM	SY	$ 66.47	37.97%	$ 41.23
J0102	BROADCAST STALOK®	BROADLOOM	SY	$ 37.09	38.45%	$ 22.83
54508	CAMOUFLAGE CLASSICBAC®	BROADLOOM	SY	$ 47.07	44.11%	$ 26.31
54706	CANNONBORO CLASSICBAC®	BROADLOOM	SY	$ 30.89	42.64%	$ 17.72
54280	CAPITAL III CLASSICBAC®	BROADLOOM	SY	$ 24.89	24.52%	$ 18.78
J0112	CHANGE IN ATTITUDE STALOK®	BROADLOOM	SY	$ 33.36	30.42%	$ 23.22
54509	CHEETAH CLASSICBAC®	BROADLOOM	SY	$ 47.07	44.11%	$ 26.31
54852	CLASSIC TRADITION STALOK® MB	BROADLOOM	SY	$ 39.59	26.44%	$ 29.13
54584	COLOR ACCENT STALOK® (BORDERS & ACCENTS ONLY)	BROADLOOM	SY	$ 50.29	54.12%	$ 23.08
54693	COMMONS II DUROGEN RUBBER	BROADLOOM	SY	$ 32.88	38.65%	$ 20.17
54988	CONFETTO CLASSICBAC®	BROADLOOM	SY	$ 14.53	18.69%	$ 11.81
59655	COUNTRY HOUSE	BROADLOOM	SY	$ 53.68	29.97%	$ 37.59
J0181	CUTAWAY CLASSICBAC®	BROADLOOM	SY	$ 30.13	42.36%	$ 17.36
54823	DATELINE TODAY STALOK®	BROADLOOM	SY	$ 36.09	43.51%	$ 20.39
J0182	DIAGRAM CLASSICBAC®	BROADLOOM	SY	$ 30.13	42.36%	$ 17.36
54613	DINE OUT CLASSICBAC®	BROADLOOM	SY	$ 66.98	38.72%	$ 41.05
54921	ELEMENTAL CLASSICBAC®	BROADLOOM	SY	$ 17.81	37.72%	$ 11.09
Q0421	ELEMENTS CLASSICBAC®	BROADLOOM	SY	$ 49.06	31.23%	$ 33.74
54255	EMPHATIC 30 II CLASSICBAC®	BROADLOOM	SY	$ 24.33	25.54%	$ 18.11
54922	ENGRAIN CLASSICBAC®	BROADLOOM	SY	$ 17.81	37.72%	$ 11.09
54615	EXPECTED GUEST CLASSICBAC®	BROADLOOM	SY	$ 64.48	36.34%	$ 41.05
54530	EYES ON YOU CLASSICBAC®	BROADLOOM	SY	$ 58.76	43.28%	$ 33.33
54907	FACT CLASSICBAC®	BROADLOOM	SY	$ 17.43	38.14%	$ 10.78
54831	FAIR SHAKE STALOK®	BROADLOOM	SY	$ 25.89	37.88%	$ 16.08
54533	FEATHER TAIL CLASSICBAC®	BROADLOOM	SY	$ 58.01	42.55%	$ 33.33
54950	FORMAT CLASSICBAC®	BROADLOOM	SY	$ 21.94	29.98%	$ 15.36
54745	FRANCHISE II 26 STALOK®	BROADLOOM	SY	$ 25.89	22.34%	$ 20.10

54744	FRANCHISE II 28 STALOK®		BROADLOOM	SY	$	28.13	23.92%	$	21.40
54210	FRANCHISE STALOK®		BROADLOOM	SY	$	25.89	22.34%	$	20.10
54985	FREE PRESS CLASSICBAC®		BROADLOOM	SY	$	14.53	18.69%	$	11.81
54908	FUNCTION CLASSICBAC®		BROADLOOM	SY	$	17.43	38.14%	$	10.78
J0060	FUNCTIONAL CLASSICBAC®		BROADLOOM	SY	$	30.13	31.99%	$	20.49
54644	FUTURE GENERATIONS CLASSICBAC®		BROADLOOM	SY	$	38.09	36.43%	$	24.22
54507	GIRAFFE CLASSICBAC®		BROADLOOM	SY	$	47.07	44.11%	$	26.31
54504	GROMMETS CLASSICBAC®		BROADLOOM	SY	$	47.30	44.38%	$	26.31
54514	HIDEAWAYS CLASSICBAC®		BROADLOOM	SY	$	71.44	43.03%	$	40.70
54417	HOT CIRCUIT STALOK®		BROADLOOM	SY	$	41.07	42.50%	$	23.61
54502	HOT SPOT CLASSICBAC®		BROADLOOM	SY	$	47.30	44.38%	$	26.31
54836	IDLE TIME CLASSICBAC®		BROADLOOM	SY	$	21.21	25.23%	$	15.86
54578	IN HARMONY STALOK®		BROADLOOM	SY	$	37.09	36.80%	$	23.44
54603	IN-CROWD CLASSICBAC®		BROADLOOM	SY	$	60.24	31.56%	$	41.23
54534	INS AND OUTS CLASSICBAC®		BROADLOOM	SY	$	58.25	42.78%	$	33.33
54495	JOKERS WILD CLASSICBAC®		BROADLOOM	SY	$	57.02	43.08%	$	32.45
59656	JUSTIFY		BROADLOOM	SY	$	48.69	29.99%	$	34.09
54838	KICKING BACK CLASSICBAC®		BROADLOOM	SY	$	24.94	23.32%	$	19.13
54098	LATEST TREND CLASSICBAC®		BROADLOOM	SY	$	49.06	31.23%	$	33.74
54266	LEGEND FALLS CLASSICBAC®		BROADLOOM	SY	$	52.78	42.30%	$	30.45
54735	LIVE CLASSICBAC®		BROADLOOM	SY	$	36.35	35.79%	$	23.34
54704	LORING WOODS CLASSICBAC®		BROADLOOM	SY	$	31.11	43.06%	$	17.72
54532	LOWLAND CLASSICBAC®		BROADLOOM	SY	$	58.76	43.28%	$	33.33
54604	MAKE THE SCENE CLASSICBAC®		BROADLOOM	SY	$	67.47	47.38%	$	35.50
54516	MASTERS CLASSICBAC®		BROADLOOM	SY	$	71.22	42.84%	$	40.70
54411	METRO LIFE CLASSICBAC®		BROADLOOM	SY	$	36.35	35.79%	$	23.34
234MC	METROWALL II UNITARY		BROADLOOM	SY	$	32.63	22.07%	$	25.43
54207	MODERN TRADITIONS STALOK®		BROADLOOM	SY	$	40.08	43.49%	$	22.65
54839	MOOD BOOSTER CLASSICBAC®		BROADLOOM	SY	$	25.46	23.11%	$	19.58
54593	MULTIPLICITY CLASSICBAC®		BROADLOOM	SY	$	22.16	39.08%	$	13.50
54531	NATURES CRAFT CLASSICBAC®		BROADLOOM	SY	$	58.50	43.03%	$	33.33
54793	NEW BASICS CLASSICBAC®		BROADLOOM	SY	$	24.40	40.29%	$	14.57
54705	NEW BAY CLASSICBAC®		BROADLOOM	SY	$	29.13	39.17%	$	17.72
54794	NEW STATEMENT CLASSICBAC®		BROADLOOM	SY	$	24.40	40.29%	$	14.57
54795	NEW TRADE CLASSICBAC®		BROADLOOM	SY	$	22.16	39.08%	$	13.50
54792	NEW WORKS CLASSICBAC®		BROADLOOM	SY	$	24.40	40.29%	$	14.57
J0069	NO LIMITS STALOK®		BROADLOOM	SY	$	34.35	34.90%	$	22.36
54777	OGEE CLASSICBAC®		BROADLOOM	SY	$	30.13	40.63%	$	17.89
54802	ON SITE CLASSICBAC®		BROADLOOM	SY	$	24.89	44.38%	$	13.84
54803	ON TARGET CLASSICBAC®		BROADLOOM	SY	$	24.89	43.52%	$	14.06
54801	ON THE MOVE CLASSICBAC®		BROADLOOM	SY	$	24.89	35.43%	$	16.07
54510	PRIMUS CLASSICBAC®		BROADLOOM	SY	$	59.75	37.89%	$	37.11
54933	PROFUSION 20 CLASSICBAC®		BROADLOOM	SY	$	13.49	48.19%	$	6.99
54934	PROFUSION CLASSICBAC®		BROADLOOM	SY	$	11.80	51.06%	$	5.77
54983	PROSPECT CLASSICBAC®		BROADLOOM	SY	$	14.40	18.75%	$	11.70
54923	REFINE CLASSICBAC®		BROADLOOM	SY	$	17.81	37.72%	$	11.09
J0124	RELAY CLASSICBAC®		BROADLOOM	SY	$	33.36	35.93%	$	21.38
54760	REMIX CLASSICBAC®		BROADLOOM	SY	$	30.13	40.63%	$	17.89
54761	RESTYLE CLASSICBAC®		BROADLOOM	SY	$	30.13	40.63%	$	17.89
54762	REVAMP CLASSICBAC®		BROADLOOM	SY	$	30.13	40.63%	$	17.89
59657	ROADSTER		BROADLOOM	SY	$	52.85	29.99%	$	37.00

54043	ROUSING REVIEW CLASSICBAC®	BROADLOOM	SY	$ 43.83	44.75%	$ 24.22
54452	RUSH DELIVERY CLASSICBAC®	BROADLOOM	SY	$ 24.15	30.26%	$ 16.84
54028	SABLE ISLAND CLASSICBAC®	BROADLOOM	SY	$ 39.08	43.01%	$ 22.27
54721	SCOREBOARD II 26 CLASSICBAC®	BROADLOOM	SY	$ 23.15	34.81%	$ 15.09
54677	SCOREBOARD II 26 STALOK®	BROADLOOM	SY	$ 24.66	35.94%	$ 15.80
54675	SCOREBOARD II 28 CLASSICBAC®	BROADLOOM	SY	$ 24.89	36.53%	$ 15.80
54676	SCOREBOARD II 28 STALOK®	BROADLOOM	SY	$ 26.40	37.54%	$ 16.49
54707	SCOTTISH PLAID II CLASSICBAC®	BROADLOOM	SY	$ 31.11	43.06%	$ 17.72
54837	SIDE TRACK CLASSICBAC®	BROADLOOM	SY	$ 22.63	24.43%	$ 17.10
54984	SMALL WONDER CLASSICBAC®	BROADLOOM	SY	$ 14.53	18.69%	$ 11.81
54288	SOUND ADVICE BL CLASSICBAC®	BROADLOOM	SY	$ 24.15	30.26%	$ 16.84
54450	SPEAK EASY CLASSICBAC®	BROADLOOM	SY	$ 32.63	35.25%	$ 21.13
54446	SPEAK FREELY CLASSICBAC®	BROADLOOM	SY	$ 33.36	32.49%	$ 22.52
54445	SPEAK OUT CLASSICBAC®	BROADLOOM	SY	$ 33.36	33.24%	$ 22.27
54451	SPEAK UP CLASSICBAC®	BROADLOOM	SY	$ 24.33	25.54%	$ 18.11
54602	SPOT LIGHT CLASSICBAC®	BROADLOOM	SY	$ 41.83	35.78%	$ 26.86
54832	SQUARE DEAL STALOK®	BROADLOOM	SY	$ 25.89	37.88%	$ 16.08
54694	SUCCESSION II PERFORMANCE RUBBER BACKING	BROADLOOM	SY	$ 55.03	41.34%	$ 32.28
54518	SUITE RETREAT CLASSICBAC®	BROADLOOM	SY	$ 71.22	42.84%	$ 40.70
54494	TA DA CLASSICBAC®	BROADLOOM	SY	$ 57.26	43.32%	$ 32.45
54708	TICKER TAPE II CLASSICBAC®	BROADLOOM	SY	$ 31.11	43.06%	$ 17.72
54579	UNISON STALOK®	BROADLOOM	SY	$ 37.09	36.52%	$ 23.55
54850	VINTAGE WEAVE STALOK® MB	BROADLOOM	SY	$ 39.59	26.44%	$ 29.13
54496	WONDERMENT CLASSICBAC®	BROADLOOM	SY	$ 57.51	43.27%	$ 32.63
54505	ZEBRA CLASSICBAC®	BROADLOOM	SY	$ 46.81	43.80%	$ 26.31
54778	ZEST CLASSICBAC®	BROADLOOM	SY	$ 30.13	40.63%	$ 17.89
54535	ZESTY ZEBRA CLASSICBAC®	BROADLOOM	SY	$ 47.30	44.38%	$ 26.31
54779	ZING CLASSICBAC®	BROADLOOM	SY	$ 29.86	40.11%	$ 17.89

TILE

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
54474	AD-LIB ECOWORX® TILE	TILE	SY	$ 49.34	27.36%	$ 35.84
54588	AMAZE ECOWORX® TILE	TILE	SY	$ 54.03	32.51%	$ 36.47
54848	ARID 18" X 36" ECOWORX® TILE	TILE	SY	$ 55.74	33.99%	$ 36.80
54847	BASIN 9" X 36" ECOWORX® TILE	TILE	SY	$ 55.74	33.99%	$ 36.80
54898	BLOCK BY BLOCK ECOWORX® TILE	TILE	SY	$ 48.65	39.69%	$ 29.34
54480	CAPITAL III 20 OZ ECOWORX® TILE	TILE	SY	$ 41.85	34.41%	$ 27.45
54806	CARBON COPY ECOWORX® TILE	TILE	SY	$ 38.38	27.33%	$ 27.89
J0115	CHAIN REACTION ECOWORX® TILE	TILE	SY	$ 54.51	28.46%	$ 39.00
J0111	CHANG IN ATTITUDE ECOWORX® TILE	TILE	SY	$ 53.28	21.31%	$ 41.93
54459	CHATTERBOX ECOWORX® TILE	TILE	SY	$ 43.02	18.86%	$ 34.91
54870	CHISELED STRATAWORX® TILE	TILE	SY	$ 35.20	28.60%	$ 25.14
54925	CIPHER ECOWORX® TILE	TILE	SY	$ 31.89	20.97%	$ 25.20
54786	COLOR ACCENTS 18" X 36" ECOWORX® TILE	TILE	SY	$ 66.00	26.82%	$ 48.30
54986	COLOR FIELDS REWORX	TILE	SF	$ 6.29	30.00%	$ 4.40
54974	CONVERSION STRATAWORX® TILE	TILE	SY	$ 26.23	21.94%	$ 20.48
54784	CORRUGATED ECOWORX® TILE	TILE	SY	$ 54.51	26.39%	$ 40.13
54871	CRACKLED STRATAWORX® TILE	TILE	SY	$ 35.20	28.60%	$ 25.14
54841	CRAZY SMART ECOWORX® TILE	TILE	SY	$ 52.81	31.98%	$ 35.92
54940	CURIOUS WONDER ECOWORX® TILE	TILE	SY	$ 32.27	18.77%	$ 26.21
54904	DECLARE STRATAWORX® TILE	TILE	SY	$ 32.51	36.70%	$ 20.58

54987	DESERT DUNES REWORX	TILE	SF	$	6.29	30.00%	$	4.40
54906	DOCUMENT STRATAWORX® TILE	TILE	SY	$	32.51	36.70%	$	20.58
54857	DYNAMO STRATAWORX® TILE	TILE	SY	$	38.63	44.07%	$	21.60
54926	ENCODE ECOWORX® TILE	TILE	SY	$	32.14	20.90%	$	25.43
54927	ENCRYPT ECOWORX® TILE	TILE	SY	$	31.89	20.97%	$	25.20
54757	ENLIGHTEN ECOWORX® TILE	TILE	SY	$	59.90	33.01%	$	40.13
54944	EXPRESSIONIST ECOWORX® TILE	TILE	SY	$	32.79	20.74%	$	25.99
54948	FORMA ECOWORX® TILE	TILE	SY	$	29.55	30.00%	$	20.68
54520	FUSE ECOWORX® TILE	TILE	SY	$	50.60	27.35%	$	36.76
54844	GENIUS STRATAWORX® TILE	TILE	SY	$	32.51	35.93%	$	20.83
54874	HARMONY ECOWORX® TILE	TILE	SY	$	62.58	37.57%	$	39.07
54500	HIGH VOLTAGE ECOWORX® TILE	TILE	SY	$	61.60	33.65%	$	40.88
54895	HIPSTER STRATAWORX® TILE	TILE	SY	$	35.20	36.89%	$	22.22
54491	HOOK UP ECOWORX® TILE	TILE	SY	$	40.83	16.48%	$	34.10
J0187	IMMERSE ECOWORX® TILE	TILE	SY	$	48.90	26.03%	$	36.17
54979	INTERFUSE ECOWORX® TILE	TILE	SY	$	39.47	19.34%	$	31.84
54980	INTERLACE ECOWORX® TILE	TILE	SY	$	39.47	19.34%	$	31.84
54981	INTERMINGLE ECOWORX® TILE	TILE	SY	$	39.47	19.34%	$	31.84
J0135	INTERMIX ECOWORX® TILE	TILE	SY	$	49.34	27.36%	$	35.84
54913	KNOT IT 18" X 36" ECOWORX® TILE	TILE	SY	$	54.27	25.00%	$	40.70
54833	LAYERS 9" X 36" ECOWORX® TILE	TILE	SY	$	56.77	32.15%	$	38.52
54899	LINE BY LINE ECOWORX® TILE	TILE	SY	$	49.55	40.78%	$	29.34
54734	LUCKY BREAK ECOWORX® TILE	TILE	SY	$	41.58	28.75%	$	29.63
54977	MASK ECOWORX® TILE	TILE	SY	$	25.97	22.90%	$	20.03
54781	MATERIAL EFFECTS ECOWORX® TILE	TILE	SY	$	47.07	33.39%	$	31.35
54875	MEDLEY ECOWORX® TILE	TILE	SY	$	63.74	38.71%	$	39.07
54978	MEND ECOWORX® TILE	TILE	SY	$	25.97	22.90%	$	20.03
54458	MESH WEAVE ECOWORX® TILE	TILE	SY	$	62.74	31.95%	$	42.69
54945	MODERNIST ECOWORX® TILE	TILE	SY	$	32.79	20.74%	$	25.99
54815	MULTIPLICITY 18" X 36" ECOWORX® TILE	TILE	SY	$	49.30	27.59%	$	35.69
54594	MULTIPLICITY ECOWORX® TILE	TILE	SY	$	46.56	28.22%	$	33.42
54589	MYSTIFY ECOWORX® TILE	TILE	SY	$	55.03	33.74%	$	36.47
J0108	NO LIMITS ECOWORX® TILE	TILE	SY	$	47.07	18.76%	$	38.24
54896	OFF BEAT STRATAWORX® TILE	TILE	SY	$	35.86	38.05%	$	22.22
54924	PRACTICAL ECOWORX® TILE	TILE	SY	$	36.10	26.38%	$	26.58
54931	PROFUSION STRATAWORX® TILE	TILE	SY	$	22.19	36.87%	$	14.01
J0136	QUICK CHANGE ECOWORX® TILE	TILE	SY	$	50.25	30.98%	$	34.68
54943	RADIATE ECOWORX® TILE	TILE	SY	$	32.79	20.74%	$	25.99
54961	RARE ESSENCE ECOWORX® TILE	TILE	SY	$	25.71	17.31%	$	21.26
54843	RAW BEAUTY ECOWORX® TILE	TILE	SY	$	53.78	33.21%	$	35.92
54758	REVEAL ECOWORX® TILE	TILE	SY	$	61.00	34.22%	$	40.13
54876	RHYTHM ECOWORX® TILE	TILE	SY	$	63.74	38.71%	$	39.07
54834	RIDGES 18" X 36" ECOWORX® TILE	TILE	SY	$	56.77	32.15%	$	38.52
54949	SEMBLANCE ECOWORX® TILE	TILE	SY	$	29.55	30.00%	$	20.68
54811	SHIFTING GEARS ECOWORX® TILE	TILE	SY	$	47.67	36.04%	$	30.49
54488	SOUND ADVICE ECOWORX® TILE	TILE	SY	$	46.20	17.24%	$	38.24
54902	STELLAR ECOWORX® TILE	TILE	SY	$	46.44	25.01%	$	34.83
54860	STEP RIGHT IN ECOWORX® TILE	TILE	SY	$	74.56	23.84%	$	56.78
54810	STRAIGHT SHIFT ECOWORX® TILE	TILE	SY	$	47.67	36.04%	$	30.49
54914	STRING IT 18" X 36" ECOWORX® TILE	TILE	SY	$	54.27	25.00%	$	40.70
54695	SUCCESSION ECOWORX® TILE	TILE	SY	$	69.67	41.17%	$	40.99

54440	SWIZZLE ECOWORX® TILE	TILE	SY	$ 47.18	20.26%	$ 37.63
J0126	SYNC UP ECOWORX® TILE	TILE	SY	$ 53.28	24.29%	$ 40.34
54849	TIDEWATER 18" X 36" ECOWORX® TILE	TILE	SY	$ 55.74	33.99%	$ 36.80
54748	TRAVERSE ECOWORX® TILE	TILE	SY	$ 84.08	26.26%	$ 62.00
54749	TREAD ON ME ECOWORX® TILE	TILE	SY	$ 84.08	26.26%	$ 62.00
54521	UNITARY ECOWORX® TILE	TILE	SY	$ 50.60	27.22%	$ 36.83
54994	UNITED FORCE STRATAWORX® TILE	TILE	SY	$ 26.23	21.94%	$ 20.48
54475	UNSCRIPTED ECOWORX® TILE	TILE	SY	$ 49.34	29.71%	$ 34.68
54903	VISIONARY ECOWORX® TILE	TILE	SY	$ 46.44	25.01%	$ 34.83
54915	WEAVE IT 18" X 36" ECOWORX® TILE	TILE	SY	$ 54.27	25.00%	$ 40.70
54897	WILDSTYLE STRATAWORX® TILE	TILE	SY	$ 35.20	36.89%	$ 22.22
54492	WIRED ECOWORX® TILE	TILE	SY	$ 40.83	21.79%	$ 31.93
54756	WONDER ECOWORX® TILE	TILE	SY	$ 59.90	33.01%	$ 40.13
54796	ZING ECOWORX® TILE	TILE	SY	$ 47.18	29.55%	$ 33.24

PERFORMANCE TURF

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
54712	ADRENALINE 5MM	BROADLOOM	SY	$ 85.15	33.87%	$ 56.31
54653	ADRENALINE UNITARY	BROADLOOM	SY	$ 58.50	35.24%	$ 37.89
54731	FREE TIME 5MM	BROADLOOM	SY	$ 80.66	33.45%	$ 53.68
54732	FREE TIME UNITARY	BROADLOOM	SY	$ 51.28	30.89%	$ 35.44
54716	INTENSIFY UNITARY	BROADLOOM	SY	$ 49.30	38.45%	$ 30.34
54743	LAUNCH UNITARY	BROADLOOM	SY	$ 42.32	42.78%	$ 24.22

RESILIENT

Style Number	Style Name	Type	UOM	Retail Price	% Discount	State of NY - Not to Exceed
5598V	ALCHEMIST	RESILIENT	SF	$ 9.31	29.91%	$ 6.52
5606V	ARDENT	RESILIENT	SF	$ 7.39	30.00%	$ 5.17
5401V	BOSK	RESILIENT	SF	$ 3.58	39.25%	$ 2.18
5402V	BOSK PRO 4"	RESILIENT	SF	$ 9.02	48.11%	$ 4.68
5413V	BOSK PRO 6"	RESILIENT	SF	$ 9.02	48.11%	$ 4.68
5441V	BURNISHED	RESILIENT	SF	$ 6.65	23.25%	$ 5.10
5609V	CODEX	RESILIENT	SF	$ 4.13	18.56%	$ 3.36
5039V	COLOR SCOPE 20	RESILIENT	SF	$ 3.80	19.08%	$ 3.08
5040V	COLOR SCOPE 30	RESILIENT	SF	$ 4.79	22.95%	$ 3.69
5041V	COLOR SCOPE 5	RESILIENT	SF	$ 5.49	17.06%	$ 4.55
5042V	COLOR SCOPE INLE	RESILIENT	SF	$ 5.11	17.39%	$ 4.23
5423V	CONNECTION 4"	RESILIENT	SF	$ 5.96	43.79%	$ 3.35
5424V	CONNECTION 6"	RESILIENT	SF	$ 5.96	43.79%	$ 3.35
5655V	CROSS CUT	RESILIENT	SF	$ 5.27	17.24%	$ 4.36
5400V	FRESCO	RESILIENT	SF	$ 5.39	13.08%	$ 4.68
5524V	IN THE GRAIN II 12	RESILIENT	SF	$ 4.13	45.52%	$ 2.25
5525V	IN THE GRAIN II 20	RESILIENT	SF	$ 6.88	56.69%	$ 2.98
5536V	IN THE GRAIN II 30	RESILIENT	SF	$ 6.38	42.99%	$ 3.64
5603V	IN THE GRAIN II 5MM	RESILIENT	SF	$ 5.84	22.27%	$ 4.54
5661V	INDWELL 12	RESILIENT	SF	$ 2.44	22.73%	$ 1.89
5662V	INDWELL 20	RESILIENT	SF	$ 2.66	21.91%	$ 2.08
5660V	INDWELL 8	RESILIENT	SF	$ 2.23	23.72%	$ 1.70
5668V	INDWELL LL	RESILIENT	SF	$ 3.83	19.03%	$ 3.10
5664V	INDWELL SPC	RESILIENT	SF	$ 4.11	18.58%	$ 3.35

5443V	IT'S A SNAP		RESILIENT	SF	$ 10.70	50.21%	$ 5.33		
5665V	METALSMITH		RESILIENT	SF	$ 4.40	18.18%	$ 3.60		
5471V	ORGANIC STRUCTURE		RESILIENT	SY	$ 61.00	32.98%	$ 40.88		
5425V	PERSONALITY		RESILIENT	SF	$ 4.06	35.85%	$ 2.60		
5599V	PHILOSOPHER'S TREE		RESILIENT	SF	$ 9.31	29.91%	$ 6.52		
5036V	PURVIEW 2.5		RESILIENT	SF	$ 4.81	22.22%	$ 3.74		
5037V	PURVIEW 5.0		RESILIENT	SF	$ 5.34	17.18%	$ 4.43		
5667V	REWILD		RESILIENT	SF	$ 4.27	18.35%	$ 3.49		
5610V	SILVA VALLEY 12		RESILIENT	SF	$ 4.88	30.07%	$ 3.41		
5611V	SILVA VALLEY 20		RESILIENT	SF	$ 5.48	30.08%	$ 3.83		
5612V	SILVA VALLEY 5.0		RESILIENT	SF	$ 10.08	29.99%	$ 7.06		
5404V	SOLACE WR 180'		RESILIENT	SY	$ 90.05	36.48%	$ 57.20		
5470V	SOLID STRUCTURE		RESILIENT	SY	$ 64.38	36.41%	$ 40.94		
5534V	SUSTAIN 12		RESILIENT	SF	$ 4.13	45.52%	$ 2.25		
5535V	SUSTAIN 20		RESILIENT	SF	$ 6.88	56.69%	$ 2.98		
5666V	TECTON		RESILIENT	SF	$ 4.56	17.99%	$ 3.74		
5617V	ZENITH		RESILIENT	SF	$ 11.23	28.54%	$ 8.02		
ADHESIVE & SUNDRIES									
Style Number	**Style Name**		**Type**	**UOM**	**Retail Price**	**% Discount**	**State of NY - Not to Exceed**		
D3800	3800 - UNIVERSAL INDOOR/OUTDOOR ADHESIVE		ADHESIVE BROADLOOM	4 GAL PAIL	$ 90.68	22.17%	$ 70.58		
4000R	4000 - BROADLOOM SEAM SEALER		ADHESIVE BROADLOOM	EA	$ 20.29	22.18%	$ 15.79		
9150R	4151 PRESSURE SENSITIVE UNIVERSAL ADHESIVE		ADHESIVE BROADLOOM	4 GAL PAIL	$ 335.00	22.16%	$ 260.75		
5000R	LOKWORX+ CARPET TILE ADHESIVE		ADHESIVE TILE	4 GAL PAIL	$ 130.00	14.21%	$ 111.53		
D5001	LOKWORX+ CARPET TILE ADHESIVE		ADHESIVE TILE	1 GAL PAIL	$ 40.00	13.88%	$ 34.45		
D8300	8300 - BROADLOOM MOISTURE IMPERVIOUS SEAM SEALER		ADHESIVE BROADLOOM	EA	$ 14.39	22.15%	$ 11.20		
D9000	9000 - BARRIER COAT		ADHESIVE BROADLOOM	2.5 GAL PAIL	$ 361.66	22.16%	$ 281.51		
D9050	9050 - FLOOR PRIMER		ADHESIVE BROADLOOM	4 GAL PAIL	$ 90.00	13.11%	$ 78.20		
9100W	ADVANCE SKIM COAT REPAIR PATCH/FEATHER FINISH		HARD SURFACE	EA	$ 25.00	13.60%	$ 21.60		
AVPH	ADVANTAGE SYSTEM		ADHESIVE BROADLOOM	ROLL	$ 582.63	15.40%	$ 492.90		
5017V	CARPET REDUCER 5/16"		HARD SURFACE	BOX	$ 146.25	39.26%	$ 88.84		
LOK4D	CARPET TILE - LOKDOTS ADHESIVE		ADHESIVE TILE	EA	$ 320.46	23.00%	$ 246.75		
5018V	COVE TUBE ADHESIVE		ADHESIVE RESILIENT	BOX	$ 95.71	13.66%	$ 82.64		
G3600	ECOFLORSEPT		ADHESIVE BROADLOOM	4 GAL PAIL	$ 98.57	15.32%	$ 83.48		
232MM	FINISHWORX ECOWALL BASE 4" COVE LENGTH		ADHESIVE RESILIENT	BOX	$ 139.30	22.16%	$ 108.43		
233MM	FINISHWORX ECOWALL BASE 4" COVE ROLL		ADHESIVE RESILIENT	BOX	$ 139.30	22.16%	$ 108.43		
223MM	FINISHWORX WALL BASE 4" COVE LENGTH		ADHESIVE RESILIENT	BOX	$ 139.30	22.16%	$ 108.43		
227MM	FINISHWORX WALL BASE 4" COVE LENGTH VINYL		ADHESIVE RESILIENT	BOX	$ 111.09	22.16%	$ 86.48		
224MM	FINISHWORX WALL BASE 4" COVE ROLL		ADHESIVE RESILIENT	BOX	$ 139.30	22.16%	$ 108.43		
228MM	FINISHWORX WALL BASE 4" COVE ROLL VINYL		ADHESIVE RESILIENT	BOX	$ 149.89	22.17%	$ 116.66		
225MM	FINISHWORX WALL BASE 4" STRAIGHT LENGTH		ADHESIVE RESILIENT	BOX	$ 139.30	22.16%	$ 108.43		
226MM	FINISHWORX WALL BASE 4" STRAIGHT ROLL		ADHESIVE RESILIENT	BOX	$ 139.30	22.16%	$ 108.43		
229MM	FINISHWORX WALL BASE 6" COVE LENGTH		ADHESIVE RESILIENT	BOX	$ 190.44	22.16%	$ 148.24		
230MM	FINISHWORX WALL BASE 6" COVE ROLL		ADHESIVE RESILIENT	BOX	$ 190.44	22.16%	$ 148.24		
231MM	FINISHWORX WALL BASE 6" COVE ROLL		ADHESIVE RESILIENT	BOX	$ 190.44	22.16%	$ 148.24		
158MM	FUSION PRIMER/EPOXY CONSOLIDATION TREATMENT		HARD SURFACE	BOX	$ 180.00	13.42%	$ 155.84		
5430V	GROUNDWORKS		HARD SURFACE	ROLL	$ 93.75	9.01%	$ 85.30		
5000V	GROUNDWORKS JUMBO		RESILIENT	ROLL	$ 602.83	25.83%	$ 447.14		
5428V	HUSH II		CUSHION BROADLOOM	EA	$ 399.85	27.21%	$ 291.06		
01LDR	LOKDOTS ADHESIVE DOT SLEEVE		ADHESIVE TILE	EA	$ 295.71	13.44%	$ 255.98		
01LDA	LOKDOTS APPLICATOR		ADHESIVE TILE	EA	$ 122.86	13.41%	$ 106.39		

LWRX1	LOKWORX TD	ADHESIVE TILE	BOX	$ 372.49	31.89%	$ 253.69
3600R	LOKWORX ECOWORX BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM	4 GAL PAIL	$ 98.57	15.32%	$ 83.48
1000R	LOKWORX+ BROADLOOM ADHESIVE 4 GAL	ADHESIVE BROADLOOM	4 GAL PAIL	$ 65.71	14.19%	$ 56.39
9125R	MOISTURETEK	ADHESIVE BROADLOOM	EA	$ 1,263.57	19.43%	$ 1,018.04
205MM	MRP MOISTURE RESISTANT PRIMER	HARD SURFACE	UNIT	$ 1,207.39	22.16%	$ 939.81
5012V	PINLESS METAL TRACK	RESILIENT	BOX	$ 136.73	39.68%	$ 82.48
5036R	PS ANTIMICROBIAL	ADHESIVE TILE	EA	$ 141.97	8.83%	$ 129.44
5022V	QUARTER ROUND PROFILE	HARD SURFACE	BOX	$ 240.00	30.72%	$ 166.28
5016V	RESILIENT CARPET REDUCER	HARD SURFACE	BOX	$ 108.59	20.25%	$ 86.60
5406V	S150-95 RH - RESILIENT SPRAY	ADHESIVE RESILIENT	EA	$ 55.71	14.50%	$ 47.64
04Y25	SHAW 1500	RESILIENT	5 GAL PAIL	$ 100.45	22.16%	$ 78.19
5003V	SHAW 200	RESILIENT	1 GAL PAIL	$ 64.70	12.06%	$ 56.90
5004V	SHAW 200 - RESILIENT	ADHESIVE RESILIENT	4 GAL PAIL	$ 156.67	3.40%	$ 151.34
PHGAS	SHAW PURE GAS DEODORIZER FAST USE 250 SF ROOM	HARD SURFACE	BOX	$ 1,053.60	22.16%	$ 820.10
PHKIT	SHAW PURE INITIAL STARTER KIT	HARD SURFACE	BOX	$ 1,247.16	22.16%	$ 970.76
PH1GC	SHAW PURE LIQUID DEODORIZER 1 GALLON CONTAINER	HARD SURFACE	BOX	$ 33.42	22.18%	$ 26.01
PHL1G	SHAW PURE LIQUID DEODORIZER 1 GALLON PACKET	HARD SURFACE	BOX	$ 592.99	22.16%	$ 461.58
PH32S	SHAW PURE LIQUID DEODORIZER 32 OZ BLACK SPRAY BOTTLE (3)	HARD SURFACE	BOX	$ 42.50	22.15%	$ 33.09
PH5GC	SHAW PURE LIQUID DEODORIZER 5 GALLON CONTAINER	HARD SURFACE	BOX	$ 120.88	22.16%	$ 94.09
PHL5G	SHAW PURE LIQUID DEODORIZER 5 GALLON PACKET	HARD SURFACE	BOX	$ 911.77	22.16%	$ 709.71
PH50S	SHAW PURE TEST STRIPS LAMOTTE CIO2 (50 COUNT)	HARD SURFACE	BOX	$ 78.95	22.16%	$ 61.45
PHDEO	SHAW PURE V DEODORIZATION KIT - SMALL	HARD SURFACE	BOX	$ 329.24	22.16%	$ 256.27
PHDIS	SHAW PURE V DISINFECTION KIT - SMALL	HARD SURFACE	BOX	$ 298.47	22.16%	$ 232.32
PH1QT	SHAW PURE V LIQUID DISENFECTANT/DEODORIZER 1 QT PACKET	HARD SURFACE	BOX	$ 419.90	22.16%	$ 326.85
5405V	SHAW S150 SPRAY ADHESIVE	ADHESIVE RESILIENT	EA	$ 68.55	22.78%	$ 52.94
5013V	SNAP-DOWN T-MOLDING 1-1/8"	HARD SURFACE	BOX	$ 125.33	39.18%	$ 76.23
5014V	SNAP-DOWN T-MOLDING 2"	HARD SURFACE	BOX	$ 146.70	39.52%	$ 88.72
5015V	TILE-CARPET REDUCER 1/8"	HARD SURFACE	BOX	$ 98.05	20.28%	$ 78.16
D7303	TURF SEAMING TAPE	BROADLOOM	EA	$ 197.32	29.54%	$ 139.02
D7302	TURF SEAMING TAPE ADHESIVE	BROADLOOM	EA	$ 177.56	29.54%	$ 125.11
5432V	VS-60 MBX VERS/KOVARA 60 (ROLLS)5'X144' LONG ROLLS	CUSHION TILE	ROLL	$ 3,337.75	15.65%	$ 2,815.31
5431V	VS-95 VERS/KOVARA 95 (ROLLS)5'X144' LONG ROLLS	CUSHION TILE	ROLL	$ 1,201.55	18.17%	$ 983.20
5434V	VSM MBX VERS/KOVARA 2.5" TAPE (ROLLS) 2.5" X 180' ROLLS	CUSHION TILE	ROLL	$ 104.29	14.63%	$ 89.03
5433V	VSM VERS/KOVARA 2" TAPE (ROLLS) 2" X 180' ROLLS	CUSHION TILE	ROLL	$ 92.86	14.90%	$ 79.03
5435V	VSM VERS/KOVARA 4" DS TAPE (ROLLS) 4" X 100' ROLLS	CUSHION TILE	ROLL	$ 107.14	14.58%	$ 91.53
5019V	WALL BASE ADHESIVE	ADHESIVE RESILIENT	1 GAL PAIL	$ 32.86	14.17%	$ 28.20

NSF 140 Products are offered through Sourcewell for State of New York only.

% Discount is based on material only price

Application of the MositureShield Solution System must be performed by a trained and approved flooring contractor. All requirements of Shaw's 10-year Moisture Limited Warranty must be met and approved by a Shaw representative, including registration of the warranty with Shaw.

1Cradle to Cradle - Certified by McDonough Braungart Design Chemistry as safe, healthy and ecologically sound using closed loop design. www.mbdc.com.

2Green Label Plus - Certified by the Carpet and Rug Institute for low-VOC emissions and healthy indoor air quality. www.carpet-rug.org.

3NSF-140 - Certified by NSF International to define sustainable carpet, establishing performance requirements for public health and the environment. www.nsf.org.

Estimated Labor Rates by Region: Pricing effective for 12 months from award date.

SERVICE DESCRIPTION	UOM	Region 5 (NY) PW/Union Rates
Carpet Demolition (standard)	SY	$ 7.02

Carpet Demolition (double stick installation)	SY	$ 13.75
Carpet Disposal	SY	$ 3.47
Broadloom Carpet Installation (no pattern)	SY	$ 15.51
Broadloom Carpet Installation (with pattern match)	SY	$ 18.26
Carpet Tile Installation	SY	$ 13.19
Carpet Border Work	LF	$ 4.84
4" Vinyl Base Installation (excludes materials)	LF	$ 3.61
4 1/2" Vinyl Base Installation (excludes materials)	LF	$ 4.06
6" Vinyl Base Installation (excludes materials)	LF	$ 4.51
VCT Installation (no pattern; excludes materials)	SF	$ 3.24
Transition Installation (excludes materials)	LF	$ 5.95
Minor Floor Preparation (excludes materials)	HR	$ 102.85
Furniture Removal and Replacement	HR	$ 102.85
Furniture Lift and Carpet Removal	SY	$ 38.96
LVT/VCT Demolition (standard)	SF	$ 2.34
LVT/VCT Disposal	SF	$ 2.29
**Rubber Stair Tread, 1 Piece Unit	PC	$ 96.91
Stair Tread Installation	LF	$ 37.24
Stair Tread Demolition	LF	$ 8.25
18"X18" Rubber Landing Tile Install	SF	$ 11.61
Sheet Vinyl Demolition (standard)	SY	$ 11.46
Sheet Vinyl Disposal	SY	$ 3.25
Skimcoat - Labor & Material (LVT requires two skimcoats)	SF	$ 3.03
Ceramic/Porcelain Install (excludes material)	SF	$ 11.83
LVT Installation (no pattern; excludes materials)	SF	$ 6.01
Sheet Vinyl Installation (no weld; cove; pattern; excludes materials)	SY	$ 45.12
Sheet Vinyl- Heat Weld	LF	$ 10.96
Sheet Vinyl - Flash Cove	LF	$ 21.29
Sheet Vinyl - Corners	EA	$ 20.63
Furnish and install 1/4" Plywood Underlayment	SF	$ 5.56
Furnish and Install 4" Base	LF	$ 4.05
Furnish and Install 4 1/2" Base	LF	$ 4.71
Furnish and Install 6" Base	LF	$ 5.37
Carpet Binding	LF	$ 3.30
Furnish and Install 6" Carpet Base	LF	$ 4.99
Removal and disposal of cove base	LF	$ 0.78
Carpet Reclamation & Recycling	SY	$ 3.42
Adhesive Removal	SF	$ 1.98
Install Floor Primer	SF	$ 1.00
Moisture Mitigation (bead blast, primer, moisture mitigation & leveler)	SF	$ 9.44
Self leveling up to 1/4"	SF	$ 4.55
Bead Blast/Grind Floor	SF	$ 4.16
Moisture Testing (quantity varies based on job size)	EA	$ 200.00
Supplemental Benefits	HR	$ 25.00

All labor pricing listed for regular time rates are "Not to Exceed." Overtime rates will apply for night/Saturday work at 1.5x regular time rates & Sunday/holiday at 2.0x regular time rates

***** Assumes stairs/ floors are concrete and ready to receive.***

***** Stair tread pricing based on average - size of tread to be determined before pricing can be finalized.***

****Excludes all adhesives, demo and disposal of existing finishes, extensive floor prep, union rates, and any stair nosing.***

****Supplemental Benefits to be utilized if prevailing wage rates exceed the labor rates listed above.***

Standard	Variation	*Price per SQ Yard (USD)
Broadloom		
Classicbac®	Ultraloc®	$2.82
Classicbac®	Ultraloc® MB	$1.78
Classicbac®	Ultraloc® MP	$6.52
Classicbac®	Ultraloc® MPC	$7.78
Classicbac®	Classicbac® PC	$7.05
Ultraloc®	Ultraloc® MB	$1.05
Ultraloc®	Ultraloc® MP	$6.80
Ultraloc®	Ultraloc® MPC	$7.49
Ultraloc®	Classicbac® PC	$6.18
Ultraloc® MB	Ultraloc® MP	$4.97
Ultraloc® MB	Ultraloc® MPC	$7.00
Ultraloc® MB	Classicbac® PC	$5.95
Ultraloc® MP	Ultraloc® MPC	$3.40
Ultraloc® MP	Classicbac® PC	$1.46
Classicbac® PC	Ultraloc® MPC	$1.86
Tile		
StrataWorx®	EcoWorx®	$1.95
StrataWorx®	EcoLogix®	$6.95
StrataWorx®	EcoWorx® ES	$3.93
StrataWorx®	EcoLogix® ES	$8.93
EcoWorx®	EcoLogix®	$5.00
EcoWorx®	EcoWorx® ES	$2.60
EcoWorx®	EcoLogix® ES	$6.98
EcoLogix®	EcoLogix® ES	$1.98

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 28689 **RESOLUTION 2024-223** **ADOPTED**

Emergency Purchase Revision Revise Previous Emergency Purchase 2023-853

Emergency Gas Line Replacement for This Portion of the Building was Estimated at $49,400- But the Actual Value of the Work was $65,128.00. Gas lines were found leaky upon pressure testing. National Fuel was forced to shut down gas service to the entire building until this work was completed.

3/11/2024
Consent

FINANCIAL IMPACT:

KP1924.4792

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 28715 **RESOLUTION 2024-224** **ADOPTED**

Budget Transfers and Amendments

For March 11, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 03/06/2024
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 - 2024

FROM:	***TO:***
N2240.4000 HOME Housing Rehab $.40	N2254.4003 HOME Admin $.40
Requested per department.	

BUDGET AMENDMENTS - 2023

INCREASE:	***INCREASE:***
N1042.05002 Amh Home- Health Ins. Contr $3,842.16	N1042.8050 Health Insurance $3,842.16
To recognize 3rd and 4th Qtr. 2023 employee health insurance contributions.	
A3649.04589 ARPA- Federal Aid $28,984.50	A3649.2150 Bldg Improv & Equip $28,984.50
To recognize P.O. #2300496 and #2300496A.	

3/11/2024
Consent

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 28716 **RESOLUTION 2024-225** **ADOPTED**

Check Signing 2024

BE IT RESOLVED that the Comptroller will counter sign all checks with the Supervisor, and that the Director of Finance will sign when the Comptroller or Supervisor is unavailable, and

BE IT FURTHER RESOLVED that the Supervisor and Comptroller be authorized to use facsimile signatures for signing checks, and

BE IT FURTHER RESOLVED that this resolution replaces Resolution 2024-12.

3/11/2024
Consent

FINANCIAL IMPACT:

N/A

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 28680 **RESOLUTION 2024-226** **ADOPTED**

Extend Bid #2022022 Town Wide Plumbing (Original CRS #3343/CRS #4642)

WHEREAS, Willett Builders, Inc. has agreed to extend the contract for Bid #2022002 Town Wide Plumbing, with a rate increase that corresponds to the increase in prevailing wage rates, as per the terms of the original bid; and

WHEREAS, the Contract Compliance and Administration Dept. recommends extending the contract according to those terms;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Willett Builders for the period March 27, 2024 through March 26, 2026; and

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

3/11/2024
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Jacqualine Berger
Shawn Lavin
Michael Szukala

Extension Agreement

Willett Builders, Inc. agrees to extend the current contract with the Town of Amherst for Bid #2022002 (Original CRS/CMS ID #3343/3117) for Town-Wide Plumbing.

This contract will be extended for a two-year term from March 27, 2024 to March 26, 2026.

The following adjustment(s) have been made to the hourly rates due to the change in prevailing wage (prevailing wage at contract inception vs current rate) rates and will be in affect beginning on March 27, 2024:

Title:	Hourly Rate:
Master Plumber	$ 129.53
Master Plumber Overtime Rate	$ 161.91
Master Plumber - Holiday Rate	$ 188.90
Journeyman Plumber	$ 118.73
Journeyman Plumber - Overtime Rate	$ 140.32
Journeyman Plumber - Holiday Rate	$ 161.91
Licensed Sewer Contractor	$ 129.53
Licensed Sewer Contractor - Overtime Rate	$ 161.91
Licensed Sewer Contractor - Holiday Rate	$ 188.90
Journeyman Sewerman	$ 118.73
Journeyman Sewerman - Overtime Rate	$ 140.32
Journeyman Sewerman - Holiday Rate	$ 172.71
Operator	$ 183.64
Operator – Overtime Rate	$ 236.11
Operator – Holiday Rate	$ 262.34

SIGNED:

Willett Builders, Inc.
Vendor

DATED 2/8/2024

Brian J. Kulpa, Supervisor
Town of Amherst
DATED

Attachment: Willett Signed Extension Agreement (RES-2024-226 : Extend Bid #2022022 Town Wide Plumbing (Original CRS #3343/CRS #4642))

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 28692 **RESOLUTION 2024-227** **ADOPTED**

Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651

WHEREAS, the lease of twelve (12) golf carts through Club Car was authorized on April 17, 2023 by Town Board resolution 2023-344; and

WHEREAS, an additional agreement with the leasing company is required for the lease of this equipment, in addition to the agreement with Club Car;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Lease Agreement with DLL Finance LLC for the lease of twelve (12) golf carts for the 2024-2026 seasons (18 payments); and

BE IT FURTHER RESOLVED, that approval is subject to successful completion of the Town's Contract Routing System due to the need to receive the golf carts prior to the 2024 golf season; and

BE IT FURTHER RESOLVED, that the terms of the attached lease agreement are subject to review and approval by the town Attorney.

3/11/2024
Consent

FINANCIAL IMPACT:

A7250-4110: $12,947.04 in 2024, $12,947.04 in 2025, $12,947.04 in 2026.

Cost will be part of Audubon Golf LLC operations and incorporated into the monthly financial statements from Troon/Indigo.

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

dLL financial solutions partner

2/5/2024

TOWN OF AMHERST, NEW YORK
5583 MAIN ST
WILLIAMSVILLE, NY 14221-5488

I have enclosed the Lease documentation for the equipment being supplied by CLUB CAR ALLEGHENIES. After having the documents signed, please fax or email them back to me at 515-334-7897 or golf@dllgroup.com.

Please have an **Authorized Signor** (*CFO, COO, Mayor, Commissioner, Executive Director, Council President, City/County Manager, City/County Administrator*) sign and date the following:

- **Lease Agreement**
- **Exhibit A – Equipment Description**
- **Maintenance Agreement**
- **Property Tax Acknowledgment**
- **Authorization Agreement for Automatic Withdrawals (ACH) (OPTIONAL)**
- **Delivery and Acceptance Certificate**
  - May be completed via fax, if equipment has not been delivered at time of document signing
- **Agreement to Provide Physical Damage Insurance**
- **Sales Tax Exemption/Resale Certificate (and/or Tax Information Publication form for Florida lessees)**

If you have any questions, please feel free to contact me at 1-800-873-2474. Thank you for your business.

Sincerely,

MICHAEL PASTIRIK
Account Manager – Golf, Turf & Recreational Products

Attachment: DOC030524-03052024092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

LEASE AGREEMENT (Golf Equipment – Municipal Entities)

Lessee's Budget Year Ends in the Month of:	Lease Agreement Number: FA-383209

TO OUR VALUED CUSTOMER: This Lease Agreement (this "Lease") has been written in "Plain English." The words "You" and "Your" are used in this Lease to mean the Les identified below. The words "We," "Us" and "Our" are used in this Lease to mean the Lessor who is DLL Finance LLC, 8001 Birchwood Court, P.O. Box 2000, Johnston, IA 50 and any of our affiliates, subsidiaries, successors and assigns.

LESSEE	Full Legal Name: TOWN OF AMHERST, NEW YORK			
	Mailing Address 5583 MAIN ST	City WILLIAMSVILLE	State NY	Zip 14221-5488

SUPPLIER	Name: Address: Phone:	CLUB CAR ALLEHENIES 2400 ANSYS DRIVE, CANONSBURG, PA 15317

TERM AND LEASE PAYMENT SCHEDULE

You agree to the following terms:

TERM

The Initial Term ("Term") shall be 31 months from the Commencement Date.	**Commencing on:** ☒ 04/01/2024 OR ☐ the 1st day of the month immediately following Borrower's signature on th Delivery and Acceptance Certificate and Lender's receipt thereof (the "Commencement Date").

PAYMENT

The aggregate sum due under this Lease includes lease payments and other amounts required to be paid under this Lease (each payment shall be referred to as a "Payment" and collectively as "the Payments") and shall be payable as follows:

The lease payment shall be as follows (the "Lease Payment"):

The first scheduled payment will be due on: ☒ 05/01/2024 OR ☐ the Commencement Date.

Each payment thereafter will be due:

☐ on the 1st day of the month or ☒ as indicated below.

Number of Payments: 18	Payment Amount: $2,157.84	Payment Frequency: ☐ Monthly ☐ Quarterly; or On the following day(s) THE 1ST DAYS OF EACH MONTH AS FOLLOWS: MAY JUNE JULY AUGUST SEPTEMBER AND OCTOBER
Use tax per Payment (estimated): 0.00	**Total Payment Amount with Sales/ Use Taxes (estimated):** $2,157.84	
Security Deposit:		

TAXES

Sales/use tax has been estimated above to provide an approximation of the taxes and total Payment amount. The actual sales and use tax may vary and may be, depending on state law, collected at the time this Lease is entered into or added to each Payment on the terms of this Lease. **Property tax will be billed annually and is due on invoice.** If the use tax payment box above is empty or indicates $0, we anticipate receiving a valid exemption certificate. If such certificate is not received, Sales or use tax may be billed to you and/or added to the Payments.

PAYMENTS. You agree to make all Payments due under this Lease to Us at P.O. Box 14535, Des Moines, IA 50306 or at such other address as We may designate from time time. Your Payments shall constitute a current expense and do not constitute a mandatory payment obligation of You in any fiscal year beyond Your current fiscal year. Yo obligations hereunder shall not be construed to be a debt in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation indebtedness by You, nor shall anything contained herein constitute a pledge of Your general credit, tax revenues, funds, or moneys.
INSURANCE & TAXES. You are required to provide and maintain insurance related to the Equipment (defined below) and other items described in this Lease and to pay a property, use, sales, excise, and other taxes related to this Lease or any Equipment and to pay all license and registration fees assessed against this Lease or any Equipment. Y agree to furnish Us with satisfactory evidence of Your tax exemption.
DELINQUENT PAYMENTS AND RETURNED CHECK CHARGE. Each Payment past due more than 10 days shall be subject to a late charge accrued at a rate equal to 1.75% p month from the due date until paid or $1, whichever is greater, but in no event shall any late charge exceed the maximum amount allowed by law. If any check or payment is returne or rejected for insufficient funds or any other reason, You shall pay to Us a fee of $25.00 or such other amount established by Us from time to time not to exceed the maximu amount permitted under applicable law. In Our discretion, such amount shall be paid on demand or added to the next Payment and You agree to pay such increased Payme amount.

TERMS AND CONDITIONS

1. Lease. We agree to lease to You and you agree to lease from Us, the equipment listed on the Equipment Schedule attached hereto and incorporated herein by reference, including all replacement parts, repairs, additions and accessories (the "Equipment") on the terms and conditions of this Lease and all exhibits, schedules and amendments hereto.
2. Term. Provided this Lease has been accepted and executed by both parties, this Lease shall become effective upon the Commencement Date and shall remain effective for an original term (the "Original Term") ending at the end of Your budget year in effect on the Commencement Date and shall be continued by You for additional one-year terms (each, a "Renewal Term") coinciding with Your budget year up to the total number of months indicated above as the Full Lease Term; *provided, however,* that at the end of the Original Term and at the end of each Renewal Term, You shall be deemed to have continued this Lease for the next Renewal Term unless You shall have terminated t Lease pursuant to Section 3. Payments under this Lease shall be due as set forth on Payment Schedule until the balance of the Payments and any additional Payments expenses chargeable to You are paid in full. Payment amounts and other amou required to be paid under this Lease shall be referred to in this lease as "Payment Unless otherwise indicated in the Payment schedule provided above, the first Paym under this Lease is due when this Lease is signed by You and the remaining Payme will be due on the first day of each subsequent month through the expiration of the Ter You agree to pay Us the amount of all search fees, filing fees and administration fees specified in this Lease at the time this Lease is executed and, in any event, upon demand by Us, and to reimburse Us for the amount of all search and fil connection with this Lease upon demand by Us. EXCEPT AS

Attachment: DOC030524-03052024092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

3, THIS LEASE IS NON-CANCELABLE AND YOUR OBLIGATION TO PAY IN FULL THE PAYMENTS AND ANY OTHER AMOUNT DUE HEREUNDER IS ABSOLUTE, IRREVOCABLE AND UNCONDITIONAL AND IS NOT SUBJECT TO AND SHALL NOT BE AFFECTED BY ANY ABATEMENT, SET-OFF, DISPUTE, CLAIM, COUNTERCLAIM, DEDUCTION, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST ANY SUPPLIER, DEALER, VENDOR OR MANUFACTURER OF THE EQUIPMENT OR ANY OTHER PARTY FOR ANY REASON WHATSOEVER, ALL OF WHICH YOU HEREBY EXPRESSLY WAIVE AS AGAINST US. YOU AGREE NOT TO ASSERT AGAINST US ANY CLAIMS OR DEFENSES YOU MAY HAVE WITH RESPECT TO ANY EQUIPMENT. In no case shall We be liable for any special, incidental or consequential damages based upon any legal theory, including, but not limited to, loss of profits, loss of use of the Equipment, the claims of third parties or damage to the Equipment.

3. Non-Appropriation of Funds. Notwithstanding anything to the contrary contained herein, You warrant that You have funds available to pay all Payments that are to be paid hereunder through the end of Your current appropriation period. If Your legislative body or other funding authority does not appropriate funds for Payments for any subsequent appropriation period and You do not otherwise have funds available to lawfully pay the Payments (a "Non Appropriation Event"), You may, subject to the conditions herein and upon prior written notice to Us (the "Non-Appropriation Notice"), effective the later of (a) 60 days after such Non-Appropriation Notice, or (b) the end of Your then-current appropriation period (the "Non-Appropriation Date"), terminate this Lease and be released of Your obligation to make all Payments coming due after the Non-Appropriation Date. As a condition to exercising its rights under this Section, You shall (a) provide with the Non-Appropriation Notice a sworn affidavit of a responsible official that a Non-Appropriation Event has occurred and that You have attempted to obtain funding, in good faith, from all available funding sources, but those efforts have failed to obtain funding for the Payments, (b) return the Equipment on or before the Non-Appropriation Date to Us or a location designated by Us, in the condition required by, and in accordance with the return provisions of, this Lease, at Your expense, and (c) pay Us all sums payable to Us under this Lease up to the Non-Appropriation Date. In the event of any Non-Appropriation Event, We shall retain all sums paid hereunder or under the Lease, including the security deposit, if any, specified in this Lease. Termination pursuant to this Section shall not constitute a Default under this Lease; provided that the Parties agree that this Section is not intended to permit You to terminate this Lease at will or for convenience.

4. Delivery and Acceptance; DISCLAIMER OF WARRANTIES. You agree to accept each item of Equipment in its as-is condition when delivered and, if requested by Us, to execute the Delivery and Acceptance Certificate supplied by Us as evidence thereof. **YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY, EITHER EXPRESS OR IMPLIED WITH RESPECT TO ANY EQUIPMENT, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** You also agree that neither the manufacturer nor the supplier of the Equipment is an agent of Ours. If the Equipment is covered by a manufacturer's warranty, such warranty shall be extended to You if automatically assignable. You agree that there shall be no abatement of any Payment obligation because of unavailability of the Equipment during periods of its warranted or non-warranted repair. You agree to hold Us harmless from specific performance of this Lease and from damages, if, for any reason, the supplier, manufacturer, vendor or any other party fails to deliver, or delays in delivery of, the Equipment so ordered or if the Equipment is unsatisfactory for any reason whatsoever. You agree that any delay in delivery of or defect in the Equipment shall not affect the validity of this Lease or the obligation to make Payments hereunder. Your execution of a Delivery and Acceptance Certificate in the form attached hereto shall conclusively establish that the Equipment covered thereby is acceptable to You for all purposes of this Lease.

5. Use, Maintenance and Return of Equipment. You agree that all Equipment is to be used for commercial purposes and that the Equipment will not be moved outside of the contiguous forty-eight states of the United States and to notify Us of each change in the place where the Equipment is located or used not more than twenty (20) days following each change in location. You further agree as follows: (a) to operate the Equipment in a careful manner; (b) to maintain the Equipment in good repair and repair any damage thereto; (c) restrict the Equipment's use to experienced and competent operators employed by You; (d) to use the Equipment only in the conduct of Your business; (e) properly house and store the Equipment when not in use; (f) not to rent or sub-lease the Equipment without Our prior written consent except as described in Section 17; (g) to not allow any lien, encumbrance or security interest (other than as created pursuant to this Lease, if any) attach to any Equipment; (h) to comply with all laws and regulations relating to the possession, operation and use of the Equipment; and (i) to pay all license and registration fees and all sales, use, excise, property and all other federal, state and local taxes assessable against this Lease and/or any Equipment, including without limitation, its use or operation and to reimburse Us, upon demand, as additional rent, the amount of any such taxes or costs paid by Us. Upon the expiration or termination of the Lease, You agree to make the Equipment available for pick up by Us at Your cost and expense and in the same condition as when delivered, ordinary wear and tear excepted, free of any lien, encumbrance or security interest claimed by any person. You will not in any event subject the Equipment to any abrasive, corrosive or abnormal working conditions or any environmentally hazardous substance (under any applicable federal, state or local law, rule or regulation) without Our prior written consent. You shall notify Us of any change in the state of Your location (as such term is defined in the Uniform Commercial Code) not more than twenty (20) days following each change. In addition to all other amounts payable hereunder, You hereby agree to pay to Us, upon demand, all charges for the late return of any Equipment, all charges incurred by Us to repair any excessive wear and tear to any Equipment (including but not limited to repair or replacement of engine, drive train, glass, metal work and trim, rips, tears, tires in an unsafe condition and any other unsafe or abnormal condition of the Equipment), plus an amount equal to the Rate Per Excess Hour multiplied by any units of use of any Equipment in excess of the Hours of Use During Lease Term shown on the Lease. You agree to be responsible for and to pay the entire cost of all necessary maintenance and repair of the Equipment. In maintaining and repairing any Equipment, You shall conform to the recommended practices and procedures of the manufacturer of the Equipment, and shall not, without Our approval, effect any modification or alteration of or to any Equipment. You shall comply with any mandatory or recommended product recalls issued by the manufacturer. All replacement parts and improvements incorporated into any Equipment shall become Our property. Should this Lease be termina
expiration of the Term, the applicable Hours of Use During Lease Term will be prorated by multiplying this unit total by the actual lease term in months divided by the Term in months and the Rate Per Excess Hour will apply to all units of use in excess of t
prorated unit total. We may, at any reasonable time, access the premises where
Equipment is located so that We may inspect the Equipment's existence, locati
installation, condition and/or maintenance.

6. Risk of Use, Damage and Destruction. You assume all risk arising from
possession and operation of the Equipment and agree to defend and indemnify Us a
hold Us harmless from all claims, demands, damages and losses, including reasona
attorneys' fees and expenses, arising therefrom. In the event of the theft, destruction
other total loss with respect to any item of Equipment (each item of Equipment singula
referred to herein as the "machine") during the Term or any extension thereof, You sh
provide Us prompt written notice. In the event of damage thereto from any cause wh
in Our judgment cannot be economically repaired, or in the event of the loss of
machine, its theft, or removal from Your possession by the operation of law or otherwi
then, but only with respect to that machine, this Lease shall terminate and You sh
immediately pay to Us, only with respect to that machine, the sum of all past due a
future Payments for the then-current Term and interest thereon, Taxes, fees and charg
to be made but not yet due under the terms of this Lease for the then-current Term, p
the residual value associated with such machine, all as indicated in Our books a
records. In the event the Lease covers two or more items of equipment, the Paym
allocation shall be based on the pro-rata relationship of the Minimum Equipm
Insurance Amount Required, as shown in this Lease, to the total Payments.
Payments due under this Lease on the remaining items of equipment following su
termination shall be reduced by the unpaid balance of the Payments allocable to the
piece of equipment as set forth above. The amount of any insurance proceeds recei
by Us because of such destruction or event, and the amount received by Us upon
disposition of the machine should it be recovered, shall be deducted (i) first, from
residual value of such machine as indicated in Our books and records (the "Resid
Value"), and (ii) second, from the Payments, any excess amount over the Resid
Value. In the event of damage to any machine, which damage in Our judgment can
economically repaired, then this Lease shall not be terminated with respect to
machine, but rather the machine shall be restored to its original condition by You, at Y
expense. We shall apply the amount of any insurance proceeds received by Us becau
of such damage first to the repair of the machine and any excess amount of insura
proceeds shall be credited to the Payments.

7. Insurance. You shall purchase and maintain, at Your expense: (a) standard all
type property damage insurance (covering theft, destruction and/or damage) for
Equipment's full replacement value and in no event less than the Minimum Equipm
Insurance Amount Required (as indicated on the Equipment Schedule) with a maxim
deductible equal to the greater of $500.00 or five percent (5.0%) of the adjusted loss;
liability insurance in an amount of at least one million dollars ($1,000,000) (five mil
dollars ($5,000,000) if the Equipment or any single machine is deemed a "motor vehi
under applicable law in the state where You are located) that protects You and
against the risk of personal injury and physical damage (to property other than
Equipment itself) arising out of or resulting from or because of the operation of
Equipment; and (c) workers' compensation coverage as required by the laws of the s
in which You are located. All insurance required herein must be in a form and from
insurer satisfactory to Us and You shall keep such insurance in effect during the
Lease Term. Evidence of all such insurance shall be provided to Us and such insura
shall provide Us with 10 days advance notice of modification or cancellation and na
Us as loss payee. If such insurance is modified, cancelled or allowed to lapse, We r
(but shall not be obligated to) purchase or otherwise provide such insurance from
insurer of Our choice, which may be an affiliate of Ours. The costs, limits, ter
conditions and coverage of such replacement insurance, if any, may vary from
previous coverage. We may add the costs of acquiring and maintaining such insura
and Our fees for Our services in placing and maintaining such insurance (collecti
"Insurance Charge") to the Payments and You agree to pay such amount, together
interest thereon at a rate per month of 1.75% from the date such insurance
purchased or provided by Us until paid. You agree that such Insurance Charge
additional amounts and the interest thereon shall, as specified by Us, either be paid
demand or be added to the Payments and You promise to pay the resulting increas
the Payments and agree that We may make a profit. We shall have no responsibilit
You for the cost or appropriateness of the premium for any insurance,
creditworthiness of any insurance company, the rebate or refund of any insura
premium to which You may be entitled or any other matter relating to any insurance e
if any insurance was provided through a group policy arranged by Us. Nothing in
Lease will create an insurance relationship of any type between Us and/or any perso
party. **Insurance coverage for personal liability or physical damage caused to property of others is not provided.**

8. UCC Filings; Article 2A Provisions; Finance Lease Status. We are the owne
and will hold title to the Equipment under this Lease. Although the Equipment
become attached to real estate, it is and will remain personal property and will
become a fixture. If this Lease is deemed to be a security agreement, You grant
security interest in the Equipment, whether categorized as inventory, goods or otherw
under the Uniform Commercial Code ("UCC"), as collateral to secure payment of a
Your present and future obligations owed to Us including without limitation,
Payments and We shall be entitled to all rights of a secured party under the applic
UCC with respect thereto. You authorize Us to prepare and file against You a finan
statement describing the Equipment. You hereby authorize, ratify and approve
financing statement covering Equipment filed by Us on or prior to the date hereof.
parties intend this Lease to be a true lease and the filing of a financing statement
not be construed as evidence to the contrary. You agree Article 2A- Leases of the
applies to this Lease, and this Lease will be considered a "Finance Lease" as that ter
defined in Article 2A. By signing this Lease, You acknowledge and agree that
Supplier identified in the Lease is the supplier (as that term if defined in Article 2A o
UCC) of the Equipment and that You Have been informed that You are entitled to
promises and warranties provided by the manufacturer, dealer, vendor or other pe
supplying the Equipment in connection with the contract by which We acquired the
Equipment (the "Supply Contract") and that You may contact the manufacturer, supplier,
dealer or vendor of the Equipment for a description of any ri
may be entitled to under the Supply Contract. With respe

Attachment: DOC030524-03052024092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY UCC ARTICLE 2A, including without limitation, Section 2A-508 through 2A-522 of the UCC. You also represent that all trade-in property is free and clear of all security interests, liens and encumbrances.

9. Assignment / Sub-Lease. You may not assign this Lease or any of Your rights hereunder, nor may You sell, transfer, sublease, rent or lend any Equipment or permit it to be used by anyone other than Your employees without Our prior written consent except as described in section 18. We may assign this Lease without notice or consent and the assignee shall succeed to all of Our rights. Any such assignee shall have all of Our rights, remedies, powers and privileges under this Lease, but shall have none of Our obligations.

10. Default. Each of the following is a "Default" under this Lease: (a) You fail to pay any Payment or any other payment obligation when due under this Lease; (b) You do not perform any of Your other obligations under this Lease or in any other agreement with Us or with any of Our affiliates; (c) any representation or warranty made by You proves to be incorrect in any material respect when made; (d) You become insolvent, or are generally unable to pay Your debts when due, You dissolve or are dissolved, or You assign Your assets for the benefit of Your creditors, You seek appointment of a receiver, custodian or other similar official for You or for Your assets, or You commence or have commenced against You any action for relief under any bankruptcy, insolvency or reorganization laws; (e) You sell all or substantially all of Your assets or property, (f) You shall or shall attempt to abandon, remove, sell, encumber, rent or sublet any item of Equipment except as described in section 18; (g) You shall suffer a material adverse change in Your financial condition or operations; (h) You shall cause or suffer to exist any sale or transfer of any interest which would result in a change in majority ownership of You; (i) You shall amalgamate, merge or consolidate with another entity without Our consent; (j) any guarantor of Your obligations under this Lease dies, does not perform such guarantor's obligations under the guaranty, or becomes subject to one of the events listed in clause (d), (e), (f), (g), (h) or (i) above; or (k) any letter of credit required under this Lease is breached, canceled, accelerated, terminated or not renewed for any reason.

11. Remedies. In the event of a Default or an event which, with the passage of time, would constitute a Default hereunder, We may, at Our option: (a) cancel or terminate this Lease or any or all other agreements that We have entered into with You; (b) declare the entire unpaid balance of all Payments immediately due and payable without notice or demand and require You to immediately pay Us, as compensation for loss of Our bargain and not as a penalty, a sum equal to (i) all past due and future Payments and interest thereon for the then-current Term, (ii) Taxes, fees and charges to be made but not yet due under the terms of this Lease for the then-current Term, and (iii) the Residual Value of the Equipment; (c) require You to deliver the Equipment to Us; (d) peacefully repossess the Equipment without court order and You will not make any claims against Us or our agents for damages or trespass or any other reason; (e) appoint a receiver/manager; (f) charge You interest on all monies due to Us at the rate of 1.75% per month from the due date thereof until paid but in no event more than the maximum rate permitted by law; (g) advise any or all account parties and any of Your renters, lessees and borrowers of the Equipment to make all rental, lease and loan payments to Us and/or direct them to return the Equipment to Us upon the expiration of the rental, lease or loan term; and (h) exercise any other right or remedy available at law or in equity. **You agree to pay all of Our costs and expenses, including, without limitation, reasonable attorney's fees and expenses and collection agency fees and expenses, of enforcing Our rights against You, for the recovery or repossession of Equipment and in the collection of Your obligations to Us under this Lease.** If We take possession of any Equipment, We may sell, re-lease or otherwise dispose of it with or without notice, at a public or private sale, on Your premises or elsewhere and apply the net proceeds (after We have deducted all costs related to the sale or disposition of the Equipment) (i) first, to the Residual Value; (ii) second, to Payments, Taxes, fees and charges that would have become due in the course of the Full Lease Term; and (iii) to the amounts that You owe Us. You agree that if notice of sale is required by law to be given, 10 days' notice shall constitute reasonable notice. You will remain responsible for any amounts that remain due after We have applied such net proceeds. If You fail to deliver the Equipment upon demand by Us or fail to return the Equipment in a timely manner, as determined by Us, upon the termination or expiration of this Lease or upon Default and We do not recover the Equipment, then You shall be additionally liable to Us for the fair market value of the Equipment at the time of termination or expiration of this Lease or at the time of Default, whichever is earlier. The remedies provided by this Lease in favor of Us shall not be deemed exclusive, but shall be cumulative and in addition to all other remedies in Our favor existing at law or equity or by statute or otherwise, and may be enforced concurrently or separately. No failure or delay on Our part in exercising any right or remedy shall operate as a waiver thereof or modify the terms of this Lease. A waiver of default shall not be a waiver of any other or subsequent default. Our recovery hereunder shall not exceed the maximum recovery permitted by law.

12. Renewal. Unless this Lease is earlier terminated pursuant to Section 3, You must give Us at least 60 (but not more than 180 unless waived by Us in Our sole discretion) days written notice before the end of the Full Lease Term that You will return the Equipment to Us. Until You give Us such written notice: **(a) the Lease will automatically renew on a month-to-month basis (each a "Renewal Month Term") until You provide Us 60 days prior written notice that You will return the Equipment to Us (in which case the Lease will renew for two additional Renewal Month Terms)**, each Renewal Month Term will commence immediately upon the expiration of the then current term and (b) the terms of the Lease, including without limitation the amount of the Payment, will continue to apply and (c) Your security deposit, if any, will continue to be held to secure Your performance during the Renewal Month Term.

13. Indemnification. You are responsible for any losses, damages, penalties, claims, suits and actions, including, without limitation, court costs and attorney's fees and expenses, (collectively "Claims"), whether based on a theory of strict liability or otherwise caused by or related to (a) the manufacture, installation, ownership, operation, use, lease, possession or delivery of the Equipment, (b) any defects in the Equipment or (c) this Lease (and any supplements and amendments hereof). To the maximum extent permitted by applicable law, You agree to reimburse Us for and, if We request, to defend Us against any Claims. This indemnification will continue even after the termination of this Lease or full payment of all obligations owed by You hereunder.

14. Representations, Warranties and Covenants. You represent, warrant and covenant as follows: (a) You are a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the state in which You are located; (b) You are authorized under the constitution and laws of said sta
this Lease and the transaction contemplated hereby and to perform all of Your obligations hereunder; (c) You have been duly authorized to execute and deliver this Lease by proper action and approval of Your governing body at a meeting duly called, regul convened and attended throughout by requisite majority of the members thereof o other appropriate official approval; (d) this Lease constitutes Your legal, valid and bin obligation enforceable in accordance with its terms, except to the extent limited applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' ri generally; (e) no event or condition that constitutes, or with the giving of notice or lapse of time or both would constitute, a Default exists at the Commencement Date You have in accordance with the requirements of lawfully budgeted and appropri sufficient funds for the current fiscal year to make the Payments scheduled to come during the Original Term and to meet Your other obligations for the Original Term such funds have not been extended for other purposes; (g) You will do or cause to done all things necessary to preserve and keep in full force and effect Your existence a corporate and body politic; (h) You have complied with such public bid requirements as may be applicable to this Lease and Your acquisition of the Equipm hereunder; (i) there is no action suit, proceeding inquiry or investigation, at law o equity, before or by any court, public board or body, pending or threatened agains affecting You or this Lease, nor to the best of Your knowledge is there any b therefore wherein an unfavorable decision ruling or finding would materially adver affect the transactions contemplated by this Lease or any other document, agreemen certificate which is used or contemplated for use in the consummation of the transacti contemplated by this Lease or materially adversely affect Your financial condition properties; (j) You have obtained all authorizations, consents and approvals governmental bodies or agencies required in connection with the execution and deliv of this Lease or in connection with the performance of Your obligations hereunder; (k) entering into and performance of this Lease or any other document or agreem contemplated hereby to which the You are or are to be a party will not violate judgment, order, law or regulation applicable to You or result in any breach of, constitute a default under, or result in the creation of any lien, charge, security interes other encumbrance on any of Your assets or the Equipment pursuant to any indent mortgage, deed of trust, bank loan or credit agreement or other instrument to which are a party or by which You or Your assets maybe be bound, except as herein provic (l) the Equipment described in this Lease is essential to Your function or to the servi You provide to Your citizens, You have an immediate need for, and expect to m immediate use of, substantially all of the Equipment, which need is not temporar expected to diminish in the foreseeable future and the Equipment will be used by only for the purpose of performing one or more of Your governmental or proprie functions consistent with the permissible scope of Your authority and will not be use the trade or business of any other entity or person; (m) You have never failed appropriate or otherwise make available funds sufficient to pay rental or other payme coming due under any lease purchase, installment sale or other similar agreement. Y representations, warranties and covenants shall survive beyond the Full Lease Term the termination of this Lease.

15. Choice of Law and Jurisdiction; Waiver of Jury Trial. The law of the state Your address shown on the front page hereof shall govern all matters relating to Lease. This Lease shall not be enforceable by You until signed by Us in our Johns Iowa offices. **To the extent permitted by applicable law, You also waive Your ri to a trial by jury.**

16. Waivers. You acknowledge receipt of an executed copy of this Lease. Wh permitted by law, You waive Your right to receive a copy of any financing statem financing change statement, verification statement or other similar instrument filed issued at any time in respect of this Lease or any amendment hereof. To the ext permitted by law, You, being fully aware of the rights and benefits afforded to You statute, hereby waive the benefits of all provisions of any applicable statute, includi without limitation, any statute relating to leases, conditional sales, or regulatory cre and of any regulations made thereunder in any and all states of the United States, wh would, in any manner, affect, restrict or limit Our rights hereunder. You also waive assign to Us the right of any statutory exemption from execution or otherwise and furt waive any rights to demand security for costs in the event of litigation.

17. TAX TREATMENTS AND INDEMNIFICATION. Unless otherwise provided, Lease is entered into on the assumption that We are the owner of the Equipment income tax purposes and are entitled to certain federal and state tax benefits available an owner of the equipment (collectively "Tax Benefits"), including without limitati accelerated cost recovery deductions and deductions for interest incurred by the Les to finance the purchase of the Equipment, available under the Internal Revenue Code 1986, as amended (the "Code"). You represent, warrant, and covenant to Us that (a) Equipment will be used for a governmental or proprietary purpose; (b) You are a exempt entity (as defined in Section 168(h) of the Code); (c) You will use all Equipm solely within the United States; and (d) You will take no position inconsistent with assumption that We are the owner of the Equipment for any tax purposes. You and contemplate that the Equipment will be exempt from all Taxes. If, however, because any of Your acts or omissions or any party acting through You, or the breach inaccuracy of any representation, warranty or covenant made by You, We reasona determine that we cannot claim, are not allowed to claim, or that we may lose or m recapture any or all of the Tax Benefits otherwise available with respect to the Equipm subject to any Lease (a "Tax Loss"), then You will, promptly upon demand, pay to Us amount sufficient to provide Us the same after-tax rate of return and aggregate after- cash flow through the end of the term of such Lease then in effect that We would h realized but for such Tax Loss.

You will be responsible for as and when due and shall indemnify and hold Us harml from and against all present and future taxes and other governmental charges, includi without limitation, those for sales, use, leasing and stamp taxes, license and registra fees, and amounts in lieu of such taxes and charges plus any penalties or interest on of the above, (all of the foregoing are collectively the "Taxes"), imposed, levied up assessed in connection with, or as a result of the purchase, ownership, delivery, leasi possession or use of the Equipment, or based upon or measured by the Payments receipts with respect to this Lease. If You do not pay any of the Taxes, We have the ri ..., but not the obligation, to pay them on Your behalf. You will not, however, be obligated to pay any taxes on or measured by Our net income. You authorize Us to add to the amount of each Payment any Taxes that may be imposed on or measu
do not have to contest any Taxes, fines or penalties. We will

Attachment: DOC030524-03052024092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

use or other Tax returns as required by law under this Lease. In such case, You will pay to Us on demand, as an additional Payment, the amount of the personal property tax We are required to pay. You agree to reimburse Us with the next Payment for any Taxes We pay, plus a fee to Us for collecting and administering any Taxes and remitting them to the appropriate authorities on which we may make a profit and interest thereon at the highest legal rate allowed, from the date due until fully paid. If You do not pay this reimbursement with the next Payment You agree to pay Us interest on those amounts at the highest legal rate allowed from the due date until paid in full. **We make no recommendation, representation or warranty as to the treatment of this Lease for tax or accounting purposes.** You acknowledge that You have consulted with Your tax and accounting advisors concerning the appropriate tax and accounting treatment of this Lease and have not relied on advice from Us; and You hold Us harmless for any adverse consequences resulting from Your tax and accounting treatment of this Lease.

18. Golf Cars. If the Equipment includes golf cars, with respect to the golf cars only, notwithstanding the limitations in Section 5, 9 and 10 You may rent the golf cars on a daily or per-round basis to Your patrons, in the ordinary course of Your business. To the extent You complete an exemption certificate relative to personal property taxes on the golf cars, You agree to indemnify Us from and against any Claims related to the failure to pay personal property taxes based on such representation and You agree that you are responsible for remitting any and all required sales, use or other tax required as a result of the rental of the golf cars to patrons.

19. Financial and Credit Information; Communication Methods. You authorize Us to obtain credit bureau reports and make other credit inquiries that We determine are necessary and agree that without further notice We may use or request additional credit bureau reports to update Our information so long as You have any outstanding indebtedness or obligations owed to Us. You further agree to provide Us, promptly after request therefor by Us, such income statements, balance sheets and other financial statements and information and such federal and state income tax returns concerning You that We determine are necessary. Providing Your email address and/or telephone number in Your credit application or otherwise is Your acknowledgment that We may retain Your email address and/or telephone number for further communication with You. You agree to allow Us to conduct business with You using email or by calling You, regardless of the purpose of Our communication, which may include, without limitation, collections and notices under Your agreements with Us. We reserve the right to use the method of communication We deem best in interacting with You.

20. Facsimile. This Lease may be executed by a party and transmitted by facsimile or electronic mail. You agree that a copy of this Lease bearing Your signature which was transmitted by facsimile or printed from an electronic file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document. You further agree not to object to the admissibility of such copy into evidence under the business records to the hearsay rule or the best evidence rule or otherwise and expressly waive any right to do so. The original or a facsimile or electronic copy of this Lease which bears both a signature of Us and You and Our original signature shall be deemed the execution original of this Lease for the purposes of taking possession of this Lease for all other purposes.

21. Miscellaneous. You agree the terms and conditions contained in this Lease constitute the final agreement between You and Us and is the exclusive expression of our agreement regarding the lease of the Equipment. All earlier and contemporaneous negotiations and agreements between You and Us on the matters contained herein are expressly merged into and superseded by this Lease. Any modification or addition to the terms of this Lease must be in a written agreement identified as an a[illegible] signed by Us. **You agree, however, We are authorized, without notice to You, to insert in this Lease and/or the Equipment Schedule any serial number, model numbers and/or make of any item of Equipment, correct any errors in such informat reflected in this Lease and/or the Equipment Schedule and correct any other pat errors or omissions in the description of any item of Equipment reflected in Equipment Schedule, to supply information missing from this Lease or the Equipm Schedule and to correct any obvious errors in this Lease or in the Equipm Schedule.** Without limiting the foregoing, You agree we may insert the date and Num of this Lease after Your execution of the Lease. If We delay or fail to enforce any of t rights under this Lease, We will still be entitled to enforce those rights at a later time a such rights shall not be waived. Any waiver by Us of any breach or default will constitute a waiver by Us of any additional or subsequent breach of default nor shall it a waiver of any of Our rights. Any waiver of a remedy, term or condition or change to terms and conditions of this Lease must be in writing and signed by Us. All notices sh be given in writing by the party sending the notice and shall be effective when deposited in the U.S. mail, with first class postage prepaid, or (b) sent by overni courier of national reputation, in either case, addressed to the party receiving the not at the address shown on the front of this Lease (or to any other address specified by t party in writing). All of Our rights and indemnities will survive the termination of Lease. Our rights, privileges and indemnities, to the extent they are fairly attributable events or conditions occurring or existing during the Term of this Lease, shall survive a be enforceable by Us and Our successors and assignees. Payments received may applied at Our discretion to obligations hereunder or to any other indebtedness owed You to Us despite directions, if any, appearing on the remittance or communicated to otherwise, and to late charges first and then to the amount owing. It is the express int of the parties not to violate any applicable usury laws or to exceed the maximum amo of time price differential or interest, as applicable, permitted to be charged or collected applicable law, and any such excess payment will be applied to Payments in inve order of maturity, and any remaining excess will be refunded to You. If You do perform any or all of Your obligations under this Lease, We have the right, but not obligation, to take any action or pay any amounts We believe are necessary to prot Our interest. You agree to reimburse Us immediately upon Our demand for any su amounts We pay. In the event any provision of this Lease shall be determined by a co of competent jurisdiction to be invalid, illegal, or unenforceable, the parties hereto ag such provision shall be ineffective and the remaining provisions of this Lease shall rem in full force if the essential provisions of this Lease for each party remain valid, legal, a enforceable. Any provision of this Lease which is, for any reason, unenforceable in jurisdiction shall, as to such jurisdiction, be ineffective to the extent of su unenforceability without invalidating the remaining provisions hereof. This Lease a Equipment Schedule shall be binding upon and inure to the benefit of the parties a their permitted successors and assigns. You shall promptly execute and deliver to such further documents and take such further action as We may request to m effectively carry out the intent and purpose of this Lease and the Equipment Sched Words importing the singular include the plural and vice versa and words impor gender include all genders. If more than one lessee has signed this Lease, each of Y agree Your liability is joint and several. Restrictive or similar endorsements contained or provided in connection with any Payment You make shall not be binding on Us. T is of the essence under this Lease.

BY SIGNING THIS AGREEMENT: (I) YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS ON EACH PAGE OF T AGREEMENT (II) YOU AGREE THAT THIS IS A NET LEASE, THAT YOU CANNOT TERMINATE OR CANCEL, THAT YOU HAVE AN UNCONDITIONAL OBLIGATION TO MA ALL PAYMENTS DUE, AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE ANY SUCH PAYMENTS FOR ANY REASON, INCLUDING, WITHOUT LIMITATI FUNDAMENTAL BREACH, (III) YOU WARRANT THAT THE PERSON SIGNING THIS LEASE FOR YOU HAS THE AUTHORITY TO DO SO, (IV) YOU CONFIRM THAT YOU HA DECIDED TO ENTER INTO THIS LEASE RATHER THAN PURCHASE THE EQUIPMENT FOR THE TOTAL PURCHASE PRICE AND (V) YOU AGREE THAT THIS LEASE WILL GOVERNED BY THE LAWS OF THE STATE OF YOUR ADDRESS ON THE FRONT PAGE HEREOF AND YOU EXPRESSLY WAIVE ANY RIGHTS TO A TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Lease effective as of the date set forth on the first page of this Lease.

LESSEE SIGNATURE	TOWN OF AMHERST, NEW YORK Lessee Authorized Signature Print Name Title Date	LESSOR SIGNATURE	**DLL Finance LLC,** At: 8001 Birchwood Court, Johnston, IA 50131 Authorized Signature Print Name & Title Date

Attachment: DOC030524-030524092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

Equipment Schedule

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	NEW	CLUB CAR TEMPOG GAS GOLF CAR (QTY 12)		$66,720.00	N/A	N/A	N/A

Note: Although the Equipment listed above may be described as "New", that description does not mean it was necessarily manufactured in the current year.

I have reviewed and acknowledge and agree that the Equipment description above is accurate and complete.

LESSEE SIGNATURE			
	TOWN OF AMHERST, NEW YORK		
	Lessee		
	Authorized Signature		
	Print Name	Title	Date

Attachment: DOC030524-03052024092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

Delivery and Acceptance Certificate

	New/ Used	Make and Model of Equipment	Serial Number	Minimum Equipment Insurance Amount Required	Hours at delivery	Hours during Lease Term	Rate per Excess Hour
	NEW	CLUB CAR TEMPOG GAS GOLF CAR (QTY 12)		$66,720.00	N/A	N/A	N/A

The undersigned hereby certifies that Lessee has leased all items described in (the "Equipment") pursuant to the Lease Agreement between DLL Finance LLC ("Lessor") and the Lessee identified below and in the Lease Agreement No. FA-383209 (the "Lease") and further certifies that:

(i) the Equipment has been delivered to and has been received by Lessee;
(ii) all installation or other work necessary prior to the use thereof has been completed;
(iii) all Equipment has been examined by Lessee, is in good operating order and condition, and is in all respects satisfactory to Lessee;
(iv) the Equipment is accepted by Lessee for all purposes under the Lease Agreement and the Lease.

LESSEE SIGNATURE	TOWN OF AMHERST, NEW YORK
	Lessee
	Authorized Signature
	Print Name Title Date

Attachment: DOC030524-03052024092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

MAINTENANCE AGREEMENT (Golf Cars)

Lease Case ID:	FA-383209	Lessor: DLL FINANCE LLC
Lessee:	TOWN OF AMHERST, NEW YORK	
Date:	02/05/2024	

This Maintenance Agreement (the "Agreement") relates to all Equipment, as defined in the Lease agreement between Lessee and DLL FINANCE LLC as fu identified above (the "Lease Agreement") and each Lease entered into pursuant to the Lease Agreement. All capitalized terms shall have the meanings ascrib them in the Lease Agreement. Lessee agrees as follows with respect to each item of Equipment which is required to be returned:

1. **RETURN OF EQUIPMENT.** Notwithstanding anything to the contrary contained in the Lease Agreement and/or the Lease and in addition to the terms conditions contained therein and herein, Lessee shall, at Lessee's sole cost and expense, return all, but not less than all, of the Equipment described in Lease to Lessor, or its designee immediately upon the expiration of the Term of the Lease pursuant to the terms and conditions contained in the Lease and respect to each item of Equipment, as applicable, the following must be true:

   (A) All safety equipment must be in place and meet applicable federal, state and other governmental standards.
   (B) All windscreens, covers and guards must be in place with no sheet metal, plastic, or cowling damage.
   (C) All parts, pieces, components and optional equipment must be present, installed and operational. All accessories that accompanied the units and/or subject to the Lease, including without limitation battery chargers, GPS equipment, diagnostic and tuning equipment shall be returned in proper order. U request of Lessor, all maintenance records and manuals related to the Equipment shall be provided by Lessee to Lessor.
   (D) All motors shall operate smoothly without overheating and shall have good bearings and bushings.
   (E) All electronic controls shall operate per manufacturer's specifications. Controls which bypass normal operations shall be repaired at Lessee's expense.
   (F) All electrical systems shall be able to provide electrical output as specified by the manufacturer.
   (G) All batteries shall be in good, safe operating condition with no dead cells or cracked cases. Batteries should hold a charge and provide adequate pow operate the equipment.
   (H) All Equipment shall have serviceable brakes and tires (retaining proper air pressure, and without repair patches) and the wheels shall not be dented and/or l
   (I) All oil and grease seals must contain lubrication in the manufacturers designed reservoir.
   (J) All Equipment must have a relatively clean appearance.
   (K) All Equipment shall be free from excessive wear necessitating major component repair or replacement caused by lack of recommended maintenanc detailed in customer operating/maintenance manual furnished with each item of equipment.
   (L) All Equipment shall be free from structural damages and/or bent frames.
   (M) All Equipment attachments, if any, must be in good condition.

2. **RETURN PERFORMANCE.** Each item of Equipment must be able to complete the following tests:

   (A) Operate normally in forward and reverse directions through all the speed ranges or gears.
   (B) Steer normally both right and left in both forward and reverse.
   (C) Have all functions and controls work in normal manner.
   (D) Be able to stop with its service brakes in a safe distance in both forward and reverse.
   (E) Operates without leaking any fluids.
   (F) Perform its designed functions in a satisfactory manner.

   Notwithstanding the above, if the total cost of the repairs for all items of Equipment subject to a Lease is less than $100, Lessor will not bill Lessee.

3 **REPAIRS / REQUIRED PURCHASE.** If, in the Lessor's sole judgment, any item of Equipment is damaged or does not meet the standards set forth above, Lessee fails to discharge its obligations set forth above with regard to any item of Equipment, Lessee shall pay to Lessor, immediately upon demand, at Less election, (a) the amount which Lessor determines will be necessary to return the Equipment to its required condition and/or to replace missing, damaged or i performing items or equipment, or (b) Payments due and to become due under the terms of the Lease, Taxes, fees and charges due and to become due u the terms of the Lease, plus the residual value as indicated in Lessor's books and records associated with such item of Equipment.

4. **MISCELLANEOUS.** Lessee agrees that a copy of this Agreement bearing a signature of Lessee which was transmitted by facsimile or printed from an electr file shall be admissible in any legal proceeding as evidence of its contents and its execution by the parties in the same manner as an original document.

LESSEE				LESSOR			
TOWN OF AMHERST, NEW YORK				Accepted by DLL FINANCE LLC in Johnston, Iowa			
Signature				Signature			
Print Name	Title	Date		Print Name	Title		

Attachment: DOC030524-03052024092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

DLL FINANCE LLC
CUSTOMER AGREEMENT TO PROVIDE PHYSICAL DAMAGE INSURANCE

Date: 04/01/2024

Customer's Name TOWN OF AMHERST, NEW YORK

Address 5583 MAIN ST City WILLIAMSVILLE State NY ZIP 14221-5488

RE: Agreement dated 04/01/2024 with DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300

as Assignee, Lender, or Lessor (the "Lender").

I have entered into the above agreement under which I am responsible for providing insurance against ALL RISKS of direct physical loss or damage for the actual cash value of the equipment listed in the Agreement set forth above, subject to common exclusions such as damage caused by corrosion, rust, mechanical or electrical breakdown, etc. The minimum amount of coverage required by Lender is $66,720.00.

EQUIPMENT

Make	Model	Description	Serial Number
CLUB CAR	TEMPOG	GAS GOLF CAR (QTY 12)	

I affirm that I will be providing my own physical damage insurance coverage through the BELOW LISTED INSURANCE AGENT.

TO DEBTOR'S INSURANCE AGENT

I hereby instruct you to add DLL FINANCE LLC as a payee through a Lender's Loss Payable Clause or similar clause which provides that any acts of the Customer will not void the policy as to the Loss Payee.

To my existing policy number _____ with _____
which now provides the coverage required.

Lender must be given written notice within 30 days of any cancellation or non-renewal. It is also understood and agreed that a breach of the insuring conditions by the customer, or any other person, shall not invalidate the insurance to Lender.

PLEASE FORWARD A COPY OF THE POLICY, ENDORSEMENT, OR CERTIFICATE EVIDENCING COVERAGE TO DLL FINANCE LLC, P.O. BOX 3000, JOHNSTON, IA 50131-0300. FAX (515) 334-5831, CALL (800) 863-3660 OR EMAIL DSMinsurance@DLLgroup.com.

PLEASE ATTACH A COPY OF THIS NOTICE TO THE PROOF OF INSURANCE.

ACKNOWLEDGEMENT OF CUSTOMER: I acknowledge that copies of this document sent to Lender are for informational purposes only. I am responsible for notifying my agent of my obligation to obtain physical damage insurance.

I understand I am responsible for insurance coverage for personal liability or property damage caused to others.

PLEASE BE SURE TO COMPLETE THE INFORMATION BELOW

Insurance Agency/Agent's Name

Agent's E-Mail Address

Mailing Address / PO Box

Agent's Phone Number Agent's Fax Number

City State Zip Code

Attachment: DOC030524-03052024092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

LEASE AGREEMENT SUPPLEMENT –
PROPERTY TAX ACKNOWLEDGEMENT

Name of Lessee:	TOWN OF AMHERST, NEW YORK	(the **"Lessee"**)
Date of Lease Agreement:	02/05/2024	(the **"Lease"**)

In order to induce DLL Finance LLC ("Lessor") to enter into the Lease pursuant to which the Equipment will be leased to Lessee, the undersigned represents the following:

- The Lessee acknowledges and understands that Lessor will file all personal property tax returns and Lessee shall reimburse Lessor for property taxes related to the Equipment.
- Property taxes will be billed annually to Lessee and are due on invoice. Lessee acknowledges that property taxes may be billed to Lessee after the Term of the Lease.
- If Lessee does not pay property taxes, Lessor has the right, but not the obligation, to pay them on Lessee's behalf and add to the amount of such taxes to the Lease Payments.

All capitalized terms not otherwise defined herein shall have the same meanings as in the Agreement. Lessee agrees that Lessor's emphasis of the provisions of the Agreement contained herein are for the convenience of the Lessee and shall not minimize or waive any remaining provisions of the Agreement, all of which remain in full force and effect. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Payments are entitled to rely on this acknowledgement. Lessee's facsimile signature shall be considered binding as an original.

Dated this _____ day of _____ , 2024.

LESSEE SIGNATURE	TOWN OF AMHERST, NEW YORK
	Lessee
	Authorized Signature
	Print Name Title Date

Attachment: DOC030524-03052024092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

NEW YORK STATE

Department of Taxation and Finance

New York State and Local Sales and Use Tax

Resale Certificate

ST-12C
(6/1

Name of seller			Name of purchaser		
DLL FINANCE LLC			TOWN OF AMHERST NEW YORK		
Street address			Street address		
P.O. BOX 2000			5583 MAIN STREET		
City	State	ZIP code	City	State	ZIP code
JOHNSTON	IA	50131	WILLIAMSVILLE	NY	14221

Mark an X in the appropriate box: ☐ Single-use certificate ☒ Blanket certificate
Temporary vendors must issue a single-use certificate.

To the purchaser:
You may not use this certificate to purchase items or services that are not for resale. If you purchase tangible personal property or services for resale, but use or consume the tangible personal property or services yourself in New York State, you must report and pay the unpaid tax directly to New York State. Any misuse of this certificate will result in tax liabilities and substantial penalty and interest.

Purchaser information – *please type or print*

I am engaged in the business of MUNICIPALITY and principally sell MUNICIPAL ACTIVITIES

(Contractors may not use this certificate to purchase materials and supplies.)

Part 1 – To be completed by registered New York State sales tax vendors

I certify that I am:

☒ a New York State vendor (including a hotel operator or a dues or admissions recipient), show vendor or entertainment vendor. My valid *Certificate of Authority* number is >

☐ a New York State temporary vendor. My valid *Certificate of Authority* number is _____ and expires on _____

I am purchasing:

☒ **A.** Tangible personal property (other than motor fuel or diesel motor fuel)
- for resale in its present form or for resale as a physical component part of tangible personal property;
- for use in performing taxable services where the property will become a physical component part of the property upon which tl services will be performed, or the property will actually be transferred to the purchaser of the taxable service in conjunction with tl performance of the service; or

☐ **B.** A service for resale, including the servicing of tangible personal property held for sale.

☐ **C.** Restaurant-type food, heated food, or heated drink for resale.

Part 2 – To be completed by non-New York State purchasers

I certify that I am not registered nor am I required to be registered as a New York State sales tax vendor. I am registered to collect sales tax or value added tax (VAT) in the following state/jurisdiction _____ and ha been issued the following registration number _____ (If sales tax or VAT registration is nc required and a registration number is not issued by your home jurisdiction, indicate the location of your business and write ***not applicable*** the line requesting the registration number.)

I am purchasing:

☐ **D.** Tangible personal property (other than motor fuel or diesel motor fuel) for resale, and it is being delivered directly by the seller to r customer or to an unaffiliated fulfillment services provider in New York State.

☐ **E.** Tangible personal property for resale that will be resold from a business located outside New York State.

Certification: I certify that the above statements are true, complete, and correct, and that no material information has been omitted. I make the statements and issue this exemption certificate with the knowledge that this document provides evidence that state and local sales or use tax do not apply to a transaction or transactions for which I tendered this document and that willfully issuing this document with the intent to eva any such tax may constitute a felony or other crime under New York State Law, punishable by a substantial fine and a possible jail sentenc I understand that this document is required to be filed with, and delivered to, the vendor as agent for the Tax Department for the purposes Tax Law section 1838 and is deemed a document required to be filed with the Tax Department for the purpose of prosecution of offenses. I al understand that the Tax Department is authorized to investigate the validity of tax exclusions or exemptions claimed and the accuracy of a information entered on this document.

Type or print name and title of owner, partner, or authorized person of purchaser	
>	
Signature of owner, partner, or authorized person of purchaser	Date prepared
>	>

Substantial penalties will result from misuse of this certificate

Attachment: DOC030524-03052024092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

Instructions

New: Effective June 1, 2018, use box C in Part 1 to purchase restaurant-type food or drink for resale. For more information, see TSB-M-18(1)S, *Summary of Sales and Use Tax Changes Enacted in the 2018-2019 Budget Bill.*

Form ST-120, *Resale Certificate*, is a sales tax exemption certificate.

This certificate is only for use by a purchaser who:

A – is registered as a New York State sales tax vendor and has a valid *Certificate of Authority* issued by the Tax Department and is making purchases of tangible personal property (other than motor fuel or diesel motor fuel) or services that will be resold or transferred to the purchaser's customers, **or**

B – is not required to be registered with the New York State Tax Department;

– is registered with another state, the District of Columbia, a province of Canada, or other country, or is located in a state, province, or country which does not require sellers to register for sales tax or VAT purposes; and

– is purchasing items for resale that will be either:

1) delivered by the seller to the purchaser's customer or to an unaffiliated fulfillment service provider located in New York State, or

2) delivered to the purchaser in New York State, but resold from a business located outside the state.

Note: For purposes of 1) above, delivery by the seller includes delivery in the seller's own vehicle or by common carrier, regardless of who arranges for the transportation.

Non-New York State purchasers: registration requirements

If, among other things, a purchaser has any place of business or salespeople in New York State, or owns or leases tangible personal property in the State, the purchaser is required to be registered for New York State sales tax.

A business must register (unless the business can rebut the statutory presumption as described in TSB-M-08(3.1)S, *Additional Information on How Sellers May Rebut the New Presumption Applicable to the Definition of Sales Tax Vendor as Described in TSB-M-08(3)S*) for New York State sales tax if the business enters into agreements with residents of New York State under which the residents receive consideration for referring potential customers to the business by links on a Web site or otherwise, and the value of the sales in New York State made by the business through those agreements totals more than $10,000 in the preceding four sales tax quarters. See TSB-M-08(3)S, *New Presumption Applicable to Definition of Sales Tax Vendor,* and TSB-M-08(3.1)S.

Also see TSB-M-09(3)S, *Definition of a Sales Tax Vendor is Expanded to Include Out-of-State Sellers with Related Businesses in New York State,* for information on sales tax registration requirements for out-of-state businesses with New York affiliates.

A purchaser who is not otherwise required to be registered for New York State sales tax may purchase fulfillment services from an **unaffiliated** New York fulfillment service provider and have its tangible personal property located on the premises of the provider without being required to be registered for sales tax in New York State.

If you need help determining if you are required to register because you engage in activity in New York State, contact the department (see *Need help?).*

If you meet the registration requirements and engage in business activities in New York State without possessing a valid *Certificate of Authority,* you will be subject to penalty of up to $500 for the first day on which you make a sale or purchase, and up to $200 for each additional day, up to a maximum of $10,000.

Limitations on use

Contractors **cannot** use this certificate. They must either:

- issue Form ST-120.1, *Contractor Exempt Purchase Certificate*, if the tangible personal property being purchased qualifies for exemption as specified by the certificate, or
- issue Form AU-297, *Direct Payment Permit*, or
- pay sales tax at the time of purchase.

Contractors are entitled to a refund or credit of sales tax paid on materials used in repairing, servicing or maintaining real property, if the materials are transferred to the purchaser of the taxable service in conjunction with the performance of the service. For additional information, see Publication 862, *Sales and Use Tax Classifications of Capital Improvements and Repairs t Real Property.*

To the Purchaser

Enter all the information requested on the front of this form.

You may mark an ***X*** in the *Blanket certificate* box to cover all purchases of the same general type of property or service purchased for resale. If you c not mark an ***X*** in the *Blanket certificate* box, the certificate will be deemed a *Single-use certificate.* Temporary vendors may not issue a blanket certifica A *temporary vendor* is a vendor (other than a show or entertainment vendc who, in no more than two consecutive quarters in any 12-month period, makes sales of tangible personal property or services that are subject to t

This certificate does not exempt prepaid sales tax on cigarettes. This certificate may not be used to purchase motor fuel or diesel motor fuel.

Misuse of this certificate

Misuse of this exemption certificate may subject you to serious civil and criminal sanctions in addition to the payment of any tax and interest due. These include:

- A penalty equal to 100% of the tax due;
- A $50 penalty for each fraudulent exemption certificate issued;
- Criminal felony prosecution, punishable by a substantial fine and a possible jail sentence; and
- Revocation of your *Certificate of Authority*, if you are required to be registered as a vendor. See TSB-M-09(17)S, *Amendments that Encourage Compliance with the Tax Law and Enhance the Tax Department's Enforcement Ability*, for more information.

To the Seller

If you are a New York State registered vendor and accept an exemption document, you will be protected from liability for the tax, if the certificate is vali

The certificate will be considered valid if it was:

- accepted in good faith;
- in the vendor's possession within 90 days of the transaction; and
- properly completed (all required entries were made).

A certificate is accepted in good faith when a seller has no knowledge that the exemption certificate is false or is fraudulently given, and reasonable ordinary due care is exercised in the acceptance of the certificate.

You must get a properly completed exemption certificate from your custom no later than 90 days after the delivery of the property or the performance of the service. When you receive a certificate after the 90 days, both you and the purchaser are subject to the burden of proving that the sale was exempt, and additional documentation may be required. An exemption certificate received on time that is not properly completed will be considere satisfactory if the deficiency is corrected within a reasonable period. You must also maintain a method of associating an invoice (or other source document) for an exempt sale made to a customer with the exemption certificate you have on file from that customer.

Invalid exemption certificates – Sales transactions which are not supporte by valid exemption certificates are deemed to be taxable retail sales. The burden of proof that the tax was not required to be collected is upon the selle

Retention of exemption certificates - You must keep this certificate fo at least three years after the due date of the return to which it relates, or the date the return was filed, if later.

Need help?

Visit our website at ***www.tax.ny.gov***

- get information and manage your taxes online
- check for new online services and features

Telephone assistance

Sales Tax Information Center:	518-485-2889
To order forms and publications:	518-457-5431
Text Telephone (TTY) or TDD equipment users	D New York Relay Service

Attachment: DOC030524-030524092500 (RES-2024-227 : Lease Agreement with DLL Finance LLC for (12) Golf Carts - CRS #4651)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Economic Development
Initiated by: **Emily Melski**
Co-Sponsored by:

DOC ID: 28710 **RESOLUTION 2024-228** **ADOPTED**

Authorization to Accept Grant Funds from the Office of Parks, Recreation and Historic Preservation

RESOLVED, that the Town of Amherst applied for financial assistance from the New York State Office of Parks, Recreation and Historic Preservation ("OPRHP") under the **Title 9 of the Environmental Protection Act of 1993** for the purpose of funding the development of a Splash Pad at Amherst Central Park;

RESOLVED, that the Town of Amherst is authorized and directed to accept these grant funds in an amount not to exceed $250,000 for the project described in the grant application;

RESOLVED, that the Town of Amherst is authorized and directed to agree to the terms and conditions of the State of New York Contract for Grants ("Contract") with OPRHP for such development of a Splash Pad at Amherst Central Park;

RESOLVED, that the Town of Amherst is authorized and directed to agree to the terms and conditions of any required deed of easement granted to OPRHP that affects title to real property owned by the municipality and improved by the grant funds, which may be a duly recorded public access covenant, conservation easement, and/or preservation covenant; and

NOW THEREFORE BE IT RESOLVED, that the governing body of the municipality delegates signing authority to execute the Contract and any amendments thereto, any required deed of easement, and any other certifications to the individuals who hold the following elected or appointed municipal office and employment position titles: Supervisor and Coordinator of Federal and State Aid Programs.

3/11/2024
Consent

FINANCIAL IMPACT:

$250,000 grant award

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Economic Development
Initiated by: **Megan Winnert**
Co-Sponsored by:

DOC ID: 28718 **RESOLUTION 2024-229** **ADOPTED**

Authorization to Sign Grant Agreement with Office of Children and Family Services CRS #4625

Requesting the Town Board to authorize the Supervisor to sign a contract with New York State Office of Children and Family Services to receive grant funds for the Amherst Summer Camp Program- In State Transport, CRS #4625.

3/11/2024
Consent

FINANCIAL IMPACT:

$25,000 grant award

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

Office of Children and Family Services

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): NYS Office of Children and Family Services 52 Washington Street Rensselaer, NY 12144	BUSINESS UNIT/DEPT. ID: CFS01 / 3400000 CONTRACT NUMBER: TM11224 AWARD NUMBER: LA3938 CONTRACT TYPE: ☑ Fixed Term Agreement
CONTRACTOR SFS PAYEE NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☑ New ☐ Renewal ☐ Amendment
CONTRACTOR DEPARTMENT OF STATE INCORPORATED NAME: Amherst, Town of	PROJECT NAME: Amherst Summer Camp Program- In State Transport
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 16-6002157 DUNS Number (if applicable): 030212336	AGENCY IDENTIFIER: CFDA NUMBER (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 Main Street Williamsville, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address 5583 Main Street Williamsville, NY 14221 CONTRACT MAILING ADDRESS: ☑ Check if same as primary mailing address 5583 Main Street Williamsville, NY 14221	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality, Code: ☐ Tribal Nation ☐ Individual ☐ Not-for-Profit Charities Registration Number: Exemption Status/Code: ☐ Sectarian Entity

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

STATE OF NEW YORK MASTER CONTRACT FOR GRANTS FACE PAGE

CURRENT CONTRACT TERM:

From: 04/01/2023 To: 03/31/2024

CURRENT CONTRACT PERIOD:

From: 04/01/2023 To: 03/31/2024

AMENDED TERM:

From: To:

AMENDED PERIOD:

From: To:

CONTRACT FUNDING AMOUNT (*Multi-year* - enter total projected amount of the contract; *Fixed Term/Simplified Renewal* - enter current period amount):

CURRENT: 25,000.00

AMENDED:

FUNDING SOURCE(S)

☑ State

FOR MULTI-YEAR AGREEMENTS ONLY - CONTRACT PERIOD AND FUNDING AMOUNT:
(Out years represent projected funding amounts)

#	CURRENT PERIOD	CURRENT AMOUNT	AMENDED PERIOD	AMENDED AMOUNT
1	See Attachment B Summary			
2				
3				
4				
5				

ATTACHMENTS PART OF THIS AGREEMENT:

Attachment A: A-1 Program Specific Terms and Conditions

Attachment B: B-1 Expenditure Based Budget

Attachment C: Workplan

Attachment D: Payment and Reporting Schedule

Attachment MWBE

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

IN WITNESS THEREOF, the parties hereto have executed or approved this Master Contract on the dates below their signatures.

CONTRACTOR:

AMHERST TOWN OF

By:_____

Printed Name

Title: Supervisor

Date:_____

STATE AGENCY:

Office of Children and Family Services

By:_____

Printed Name

Title:_____

Date:_____

STATE OF NEW YORK

County of_____

On the ___ day of _____, ____, before me personally appeared_____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Master Contract.

(Notary)_____

ATTORNEY GENERAL'S SIGNATURE

_____

Printed Name

Title:_____

Date:_____

STATE COMPTROLLER'S SIGNATURE

_____

Printed Name

Title:_____

Date:_____

Contract Number: # TM11224

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

STATE OF NEW YORK
MASTER CONTRACT FOR GRANTS

This State of New York Master Contract for Grants (Master Contract) is hereby made by and between the State of New York acting by and through the applicable State Agency (State) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects 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 the terms of the Master Contract;

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. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Master Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Master Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Master Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Master Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Master Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

***Budget Changes*:** An amendment 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 portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Attachment D (Payment and Reporting Schedule).

C. Order of Precedence:

In the event of a conflict among (i) the terms of the Master Contract (including any and all attachments and amendments) or (ii) between the terms of the Master Contract and the original request for proposal, the program application or other attachment that was completed and executed by the Contractor in connection with the Master Contract, the order of precedence is as follows:

1. Standard Terms and Conditions
2. Modifications to the Face Page
3. Modifications to Attachment A-2[1], Attachment B, Attachment C and Attachment D
4. The Face Page
5. Attachment A-2[2], Attachment B, Attachment C and Attachment D
6. Modification to Attachment A-1
7. Attachment A-1
8. Other attachments, including, but not limited to, the request for proposal or program application

D. Funding: Funding for the term of the Master Contract shall not exceed the amount specified as "Contract Funding Amount" 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 Master Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

E. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Master Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Master Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

F. Modifications: To modify the Attachments or Face Page, the parties mutually agree to record, in writing, the terms of such modification and to revise or complete the Face Page and all the

[1] To the extent that the modifications to Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the modifications to Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

[2] To the extent that the terms of Attachment A-2 are required by Federal requirements and conflict with other provisions of the Master Contract, the Federal requirements of Attachment A-2 shall supersede all other provisions of this Master Contract. See Section I(V).

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

appropriate attachments in conjunction therewith. In addition, to the extent that such modification meets the criteria set forth in Section I.B herein, it shall be subject to the approval of the AG and OSC before it shall become valid, effective and binding upon the State. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Master Contract.

G. Governing Law: The Master Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

H. Severability: Any provision of the Master 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 Master Contract shall attempt in good faith to reform the Master 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.

I. Interpretation: The headings in the Master 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 Master 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.

J. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

   a) by certified or registered United States mail, return receipt requested;

   b) by facsimile transmission;

   c) by personal delivery;

   d) by expedited delivery service; or

   e) by e-mail.

2. Notices to the State shall be addressed to the Program Office designated in Attachment A-1 (Program Specific Terms and Conditions).

3. Notices to the Contractor shall be addressed to the Contractor's designee as designated in Attachment A-1 (Program Specific Terms and Conditions).

4. Any such 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.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United States as their address for purpose of receiving notice under the Master Contract by giving fifteen (15) calendar days prior written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

K. 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. The Contractor shall have thirty (30) calendar days after service hereunder is complete in which to respond.

L. 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 the Master Contract up to any amounts due and owing to the State with regard to the Master Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Master 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 OSC.

M. Indemnification: The Contractor shall be solely responsible and answerable in damages for any and all accidents 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 Master 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 Master Contract.

N. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Master 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 shall be considered to be 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 State Agency and with the concurrence of OSC, where the original contract was subject to OSC'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 the merged 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 the Master Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

O. 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 Master 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 any of 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 any of the State of New York, the State Agency, or any county, or other local government entity.

P. No Arbitration: Disputes involving the Master 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.

Q. Secular Purpose: Services performed pursuant to the Master Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

R. Partisan Political Activity and Lobbying: Funds provided pursuant to the Master 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.

S. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its 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 it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.[3]

T. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and 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.

U. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

V. Federally Funded Grants and Requirements Mandated by Federal Laws: All of the Specific Federal requirements that are applicable to the Master Contract are identified in Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto. To the extent

[3]As of October 9, 2012, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Louisiana, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

that the Master Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Master 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 Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws) hereto.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Master Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. *General Renewal*: The Master Contract may consist of successive periods on the same terms and conditions, as specified within the Master 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 Master Contract.

2. *Renewal Notice to Not-for-Profit Contractors*:

a) Pursuant to State Finance Law §179-t, if the Master 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 Master Contract no later than ninety (90) calendar days prior to the end of the term of the Master 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 Master Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Master 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 Master 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 Master Contract as required in this Section and State Finance Law §179-t, the Master 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 Master Contract.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

C. Termination:

1. *Grounds*:

a) Mutual Consent: The Master Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Master 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 Master Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Master Contract.

c) Non-Responsibility: In accordance with the provisions of Sections IV(N)(6) and (7) herein, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Master Contract at the Contractor's expense, complete the 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 Master 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 entering into the Master Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Master Contract, the Master Contract may be terminated or reduced at the State Agency's discretion, provided that no such 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 Master 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 Master 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: The State may terminate or suspend its performance under the Master Contract immediately upon the occurrence of a "force majeure." For purposes of the Master Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. *Notice of Termination*:

a) Service of notice: Written notice of termination shall be sent by:

(i) personal messenger service; or

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

(ii) certified mail, return receipt requested and first class mail.

b) Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

(i) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

(ii) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

3. ***Effect of Notice and Termination on State's Payment Obligations*:**

a) Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b) The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Master Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Master Contract after its termination date.

4. *Effect of Termination Based on Misuse or Conversion of State or Federal Property*:

Where the Master 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 Master 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 Master Contract; or

c) an appropriate combination of clauses (a) and (b) of Section II(C)(4) 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 particulars 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

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

as the State issues a formal written notice authorizing a resumption of performance under the Master Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

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. Contractor obligations or expenditures that precede the start date of the Master Contract shall not be reimbursed.

3. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Attachment D (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

5. If travel expenses are an approved expenditure under the Master 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.

6. Timeliness of advance payments or other claims for reimbursement, 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.

7. 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 Master Contract shall be governed by Article 11-B of the State Finance Law.

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B. Advance Payment and Recoupment:

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), this Section and the provisions of Attachment D (Payment and Reporting Schedule).

2. Initial advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page. Subsequent advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the dates specified in Attachment D (Payment and Reporting Schedule).

3. 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. For simplified renewals, the payment schedule (Attachment D) will be modified as part of the renewal process.

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Attachment D (Payment and Reporting Schedule) and Section III(C) herein 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.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Master Contract in accordance with this Section and the applicable claiming schedule in Attachment D (Payment and Reporting Schedule).

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 applicable Attachment B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) 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. Requirement (ii) does not apply to grants funded pursuant to a Community Projects Fund appropriation.

2. Consistent with the selected reimbursement claiming schedule in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a) Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

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The Contractor shall submit to the State Agency quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

b) Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

c) Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Attachment C (Work Plan).

The Contractor shall submit to the State Agency biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to the State Agency in accordance with the procedures set forth in Section III(A)(3) herein.

d) Milestone/Performance Reimbursement:[4] Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Attachment D (Payment and Reporting Schedule). The State Agency shall make milestone payments subject to the Contractor's satisfactory performance.

e) Fee for Service Reimbursement:[5] Payment shall be limited to only those fees specifically agreed upon in the Master Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f) Rate Based Reimbursement:[6] Payment shall be limited to rate(s) established in the Master Contract. Payment may be requested no more frequently than monthly.

g) Scheduled Reimbursement:[7] The State Agency shall generate vouchers at the frequencies and amounts as set forth in Attachment D (Payment and Reporting Schedule), and service

[4] A milestone/ performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Master Contract effort.

[5] Fee for Service is a rate established by the Contractor for a service or services rendered.

[6] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[7] Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-annually). While these payments are related to the particular services and outcomes defined in the Master Contract, they are not dependent upon particular services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

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reports shall be used to determine funding levels appropriate to the next annual contract period.

h) Interim Reimbursement: The State Agency shall generate vouchers on an interim basis and at the amounts requested by the Contractor as set forth in Attachment D (Payment and Reporting Schedule).

i) Fifth Quarter Payments:[8] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall use a written directive for fifth quarter financing. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

3. The Contractor shall also submit supporting fiscal documentation for the expenses claimed.

4. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Master Contract as security for the faithful completion of services or work, as applicable, under the Master Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Master 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.

5. The State shall not be liable for payments on the Master 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.

6. All vouchers submitted by the Contractor pursuant to the Master Contract shall be submitted to the State Agency 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.

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Master 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.

D. Identifying Information and Privacy Notification:

[8] Fifth Quarter Payments occurs where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

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1. Every voucher or New York State Claim for Payment submitted to a State Agency by the Contractor, 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 Contractor's Vendor Identification Number assigned by the Statewide Financial System, and any or all of the following identification numbers: (i) the Contractor's Federal employer identification number, (ii) the Contractor's Federal social security number, and/or (iii) DUNS number. Failure to include such identification number or numbers may delay payment by the State to the Contractor. Where the Contractor does not have such number or numbers, the Contractor, on its voucher or Claim for Payment, must provide the reason or reasons for why the Contractor does not have such number or numbers.

2. 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 principle 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. The personal information is requested by the purchasing unit of the State Agency contracting to purchase the goods or services or lease the real or personal property covered by the Master Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

1. In the event that the Contractor must make a refund to the State for Master Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in Attachment A-1 (Program Specific Terms and Conditions). The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Designated Refund Office at the address specified in Attachment A-1 (Program Specific Terms and Conditions).

2. If at the end or termination of the Master Contract, there remains any unexpended balance of the monies advanced under the Master Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Master Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Master Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

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1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Attachment D (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Master Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Attachment D (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a) If the Expenditure Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with one or more of the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

(i) *Narrative/Qualitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Attachment C (Work Plan). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

(ii) *Statistical/Quantitative Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

(iii) *Expenditure Report*: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Attachment D (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

(iv) *Final Report*: The Contractor shall submit a final report as required by the Master Contract, not later than the time period listed in Attachment D (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

(v) *Consolidated Fiscal Report* (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Attachment D (Payment and Reporting Schedule).

b) If the Performance-Based Reports option is indicated in Attachment D (Payment and Reporting Schedule), the Contractor shall provide the State Agency with the following reports as required by the following provisions and Attachment D (Payment and Reporting Schedule) as applicable:

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(i) *Progress Report*: The Contractor shall provide the State Agency with a written progress report using the forms and formats as provided by the State Agency, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Attachment C (Work Plan). Progress reports shall be submitted in a format prescribed in the Master Contract.

(ii) *Final Progress Report*: Final scheduled payment is due during the time period set forth in Attachment D (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Attachment D (Payment and Reporting Schedule). The State Agency shall complete its audit and notify the Contractor of the results no later than the date set forth in Attachment D (Payment and Reporting Schedule). Payment shall be adjusted by the State Agency to reflect only those services/expenditures that were made in accordance with the Master Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Attachment D (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Attachment D (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Master Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Attachment D (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Master Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Master Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the Contractor; or other matters of a similarly serious nature.

IV. 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

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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 benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Master 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 Master Contract and/or any subcontract entered into under the Master 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 Master 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 Master Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Master 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 Master 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 Master Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Master Contract, and (3) that nothing contained in the subcontract, nor under the Master 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, prior to executing a subcontract, 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. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

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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 the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting Schedule) and Section III. 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 Master Contract for any activity other than those provided for under the Master 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 Master Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Master Contract.

D. Property:

1. 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.

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.

b) If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Master Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Master Contract.

c) 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.

d) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Master 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.

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e) A rental charge to the Master Contract for a piece of Property owned by the Contractor shall not be allowed.

f) 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 Master 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.

g) 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 Master 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 Master Contract:

a) For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

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 Master Contract shall be governed by the terms and conditions of Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

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 Master Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Master Contract, and for a period of six years from the later of the date of (i) the Master Contract and (ii) the most recent renewal of the Master Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Master Contract. Such Records may include, but not be limited to, original books of entry

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(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.

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, 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 Master 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. *Cost Allocation*:

a) For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of OMB Circulars A-87, A-122, and/or A-21. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

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b) For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. ***Federal Funds*:** For records and audit provisions governing Federal funds, please see Attachment A-2 (Federally Funded Grants and Requirements Mandated by Federal Laws).

F. Confidentiality: The Contractor agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Master Contract, or any other information, data or records marked as, or reasonably deemed, confidential by the State (Confidential Information) only for the limited purposes of the Master Contract and in conformity with applicable provisions of State and Federal law. The Contractor (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

1. 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 any document or forum. Publicity regarding this project may not be released without prior written approval from the State.

2. Any publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Master Contract may not be published, presented or announced without prior 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 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 Master Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Master 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; 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 Master Contract (but are not deliverable under the Master Contract), provided that the Contractor first

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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 IV(G)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Master Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by the State Agency and the results of such testing must be satisfactory to the State Agency before web content shall be considered a qualified deliverable under the Master Contract or procurement.

I. Non-Discrimination Requirements: Pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), 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. 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 the Master Contract shall be performed within the State of New York, the 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 the Master Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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 the Master Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Master Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State 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 State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State 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

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$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 Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor 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;

3. The Contractor shall 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, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, 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 shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

5. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of subclauses 1 – 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Master Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State 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 State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall 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.

K. 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

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women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Master Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Master Contract, the Contractor certifies the following:

a) The Contractor has made reasonable efforts to encourage the participation of 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 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 the Master Contract and agrees to cooperate with the State in these efforts.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Master Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Master 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. 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.

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:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

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3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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 Master Contract.

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Master Contract. The Contractor further covenants and represents that as of the date of execution of the Master Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be made within five (5) business days following the Contractor becoming aware of such event, investigation, or audit. Such report may be considered by the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Master Contract:

a) to require updates or clarifications to the Questionnaire upon written request;

b) to inquire about information included in or required information omitted from the Questionnaire;

c) to require the Contractor to provide such information to the State within a reasonable timeframe; and

d) to require as a condition precedent to entering into the Master Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e) to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Master Contract, the Contractor agrees

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to comply with any such additional conditions that have been made a part of the Master Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Master Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall 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 the Master Contract.

6. 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 Master Contract based on:

a) any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b) the State's discovery of any material information which pertains to the Contractor's responsibility.

7. 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.

O. 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 Master Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Master Contract.

P. Consultant Disclosure Law:[9] 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.

Q. 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 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

[9] Not applicable to not-for-profit entities.

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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 condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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ATTACHMENT A-1

AGENCY-SPECIFIC TERMS AND CONDITIONS FOR ALL NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES (OCFS) CONTRACTS

(04/20/2021)

The words "Agreement" and "Contract" are used interchangeably throughout this Appendix and refer back to the Master Contract.

1. STAFF

It is the policy of OCFS to encourage the employment of qualified applicants for, or recipients of, public assistance by both public organizations and private enterprises who are under contractual agreement to OCFS for the provision of goods and services. Contractor will be expected to make best efforts in this area.

For the purposes of this section "Staff" includes employees, owners, directors, subsidiaries, affiliates, partners, agents and subcontractors of the Contractor working under this Agreement.

a. The Contractor shall be fully responsible for performance of work by its Staff working under this Agreement.

b. OCFS reserves the right to require;
- The Contractor to identify, in writing, the Staff who will be responsible for performing the work to be done under this CONTRACT,
- Prior written approval of OCFS for a Staff change or substitution, and
- The Contractor's submission of the Staff resume and proof of any required licensure to OCFS for review and pre-approval. OCFS may refuse to approve any Staff based on its review of such individual's professional capacity and licensure to perform the required services.

c. The Contractor specifically represents and agrees that its Staff has and shall possess the required education, licensure, experience, knowledge, and character necessary to qualify its Staff for the particular duties to be performed pursuant to this Agreement, including having the necessary integrity and professional capacity to meet OCFS's reasonable expectations.

d. Whenever the Contractor becomes aware that any of its Staff who are providing services under the Agreement no longer possess the necessary education, experience, knowledge, and professional capacity including required professional licensure and/or have unsatisfactory performance evaluations and/or engage in employee misconduct and/or violate employment practices and policies, the Contractor shall immediately notify OCFS.

e. OCFS reserves the right to require the Contractor to remove any of its Staff from work under the Agreement, if, in OCFS's discretion, such individual is not performing in accordance with this Agreement, for any other reasonable work-related cause, or any of the reasons listed under 1.d above.

f. Upon written notice from OCFS regarding any of the issues identified under c. d. and/or e. above, Contractor shall promptly investigate such claim. Contractor must reply in writing to OCFS within ten (10) days of the receipt of OCFS's notice specifying a course of action or remedy for OCFS review and approval. If OCFS and the Contractor cannot reach an agreed upon course of action or remedy, OCFS reserves the right to remove the individual from performing work under the contract and require replacement of the staff member or may, in its discretion, terminate the contract for cause. Following the Contractor or OCFS's removal of Staff, where applicable, OCFS will follow agency procedures to restrict or remove access of the Staff from OCFS's premises and information resources. OCFS will also remove the Staff member's right to provide services under the agreement at an OCFS contractor's facilities.

g. The Federal Immigration Reform and Control Act, as amended (8 USC § 1324a et al.), obligates employers, such as the Contractor and its subcontractors, to verify that its employees are legally entitled to work in the United States. In order to confirm that the employees are legally entitled to work in the United States, OCFS reserves the right to request documentation attesting to the legal entitlement to work in the United States of any Contractor or subcontractor employee assigned work under this Agreement. OCFS does not provide sponsorship. The Contractor warrants to OCFS that all of its Staff who perform work under the Agreement are legally authorized to work in the United States. The Contractor is responsible for ensuring that all of its Staff retain the authorization to legally work in the United States throughout the term of the Agreement.

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2. GENERAL TERMS AND CONDITIONS

a. The Contractor agrees to comply in all respects with the provisions of this CONTRACT and the attachments thereto. The Contractor specifically agrees to perform services according to the objectives, tasks, work plan and staffing plan contained in the ATTACHMENTS. Any modifications to the tasks or workplan contained in Attachment C must be mutually agreed to by both parties in writing before the additional or modified tasks or workplan shall commence.

b. In providing these services, the Contractor hereby agrees to be responsible for designing and operating these services, and otherwise performing, so as to maximize Federal financial participation to OCFS under the Federal Social Security Act, where applicable.

c. If funds from this CONTRACT will be used to pay any costs associated with the provision of legal services of any sort, the following shall apply:

- Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, The Capitol, Albany, New York 12224.

- The Contractor shall provide to OCFS in a format provided by OCFS such additional information concerning the provision of legal services as OCFS shall require.

d. OCFS will designate a Contract Manager who shall have authority relating to the technical services and operational functions of this CONTRACT and activities completed or contemplated thereunder. The Contract Manager and those individuals designated by him/her in writing shall have the prerogative to make announced or unannounced on-site visits to the project. Project reports and issues of interpretation or direction relating to this CONTRACT shall be directed to the Contract Manager.

e. If additional funds become available for the same purpose as described in the original procurement, OCFS reserves the right to modify the CONTRACT to provide additional funding to the Contractor for provision of additional mutually agreed upon services and/or to extend the provision of services under the CONTRACT. This additional funding can be provided within an existing period, or in conjunction with a change in the original term. Any changes in the amount or changes in period and amount are subject to the approval of OCFS and the Office of the State Comptroller (OSC).

f. Contractor may not submit claims in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the Master Contract for any one year of the contract without the written permission of OCFS.

OCFS reserves the right to deny claims submitted by the Contractor in an amount in excess of funds lawfully available for payment of amounts due to the Contractor under the Master Contract for any one year of the contract.

Contractor acknowledges and agrees that allowable claims submitted by the Contractor under the Master Contract are subject to the continued availability of funding, and Contractor acknowledges and agrees that it may not be reimbursed by OCFS or the State of New York for claims if funds for payment of amounts due to the Contractor under the Master Contract have become unavailable. In that instance, Contractor acknowledges and agrees that the Contractor will have no cause of action against OCFS or the State of New York based on the failure to pay such claims.

For purposes of this section the term “funds lawfully available for payment” includes but is not limited to grants, annual appropriations and allocations available pursuant to State or federal law.

g. All organizations that receive Federal and/or New York State financial assistance under social service programs are prohibited from discriminating against beneficiaries or prospective beneficiaries of the social service programs on the basis of religion or religious belief. Accordingly, organizations, in providing services supported in whole or in part with Federal and/or New York State financial assistance, and in their outreach activities related to such services, are not allowed to discriminate against current or prospective program beneficiaries on the basis of religion, a religious belief, a refusal to hold a religious belief, or a refusal to attend or participate in a religious practice.

Organizations that engage in explicitly religious activities (including activities that involve overt religious content such as worship, religious instruction, or proselytization) must perform such activities and offer such services outside of programs that are supported with direct Federal and/or New York State financial assistance

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(including through prime awards or sub-awards), separately in time or location from any such programs or services supported with direct Federal and/or New York State financial assistance, and participation in any such explicitly religious activities must be voluntary for the beneficiaries of the social service program supported with such Federal and/or New York State financial assistance.

h. The Contractor ensures that the grounds, structures, buildings and furnishings at the program site(s) used under this CONTRACT are maintained in good repair and free from any danger to health or safety and that any building or structure used for program services complies with all applicable zoning, building, health, sanitary, and fire codes.

3. CONFIDENTIALITY AND PROTECTION OF HUMAN SUBJECTS

a. The Contractor agrees to safeguard the confidentiality of financial and client information relating to individuals and their families who may receive services in the course of this project. The Contractor shall maintain the confidentiality of all such financial and client information with regard to services provided under this CONTRACT in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the Contractor, its agents or representatives shall be cause for immediate termination of this CONTRACT.

b. Contractor agrees to retain all non-public information obtained from OCFS as confidential and agrees not to release or discuss any of such information unless contractor has obtained the prior consent of OCFS, or is otherwise forced, compelled, or required to disclose this information by operation of law or applicable government authority. Contractor shall promptly notify OCFS of any disclosure made by contractor and/or any request of contractor to disclose, by operation of law, or applicable government authority, such confidential information. In addition, all information and knowledge concerning youth in OCFS custody, which Contractor may obtain from OCFS shall be kept strictly confidential. Contractor shall comply with all applicable statutory and regulatory confidential provisions, including but not limited to sections 372, 422, and 444 of the Social Services Law; section 501-c of the Executive Law; Article 27-F of the Public Health Law; 9 NYCRR 164.7 and 168.7 and 18 NYCRR 357.3, 423.7, 431.7 and 432.7.

c. Any contactor who will provide goods and/or services to a residential facility or program operated by OCFS agrees to require all of its employees and volunteers who will have the potential for regular and substantial contact with youth in the care or custody of OCFS to sign the Confidentiality Non-Disclosure Agreement and Contractor Employee and Volunteer Background Certification before any such employees and volunteers are permitted access to youth in the care or custody of OCFS and/or any financial and/or client identifiable information concerning such youth. Additionally, OCFS will require a database check of the Staff Exclusion List (SEL) maintained by the Justice Center for People with Special Needs (Justice Center) and of the Statewide Central Register of Child Abuse and Maltreatment (SCR) of each employee and volunteer of the contractor who has the potential for regular and substantial contact with children in the care or custody of OCFS. Any other contractor whose employees and volunteers will have access to financial and/or client identifiable information concerning youth in the care or custody of OCFS agrees to require all such employees and volunteers to sign the Confidentiality Non-Disclosure Agreement before any such employees and volunteers are permitted access to any financial and/or client identifiable information concerning such youth.

4. PUBLICATIONS AND COPYRIGHTS

a. OCFS and the State of New York expressly reserve the right to a royalty-free, non-exclusive and irrevocable license to reproduce, publish, distribute or otherwise use, in perpetuity, any and all copyrighted or copyrightable material resulting from this CONTRACT or activity supported by this CONTRACT. All publications by the Contractor covered by this CONTRACT shall expressly acknowledge OCFS's right to such license.

b. All of the license rights so reserved to OCFS and the State of New York under this paragraph are equally reserved to the United States Department of Health and Human Services and subject to the provisions on copyrights contained in 45 CFR 92 if the CONTRACT is federally funded.

c. The Contractor agrees that at the completion of any scientific or statistical study, report or analysis prepared pursuant to this CONTRACT, it will provide to OCFS at no additional cost a copy of any and all data supporting the scientific or statistical study, report or analysis, together with the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis. The Contractor agrees and acknowledges the right of OCFS, subject to applicable confidentiality restrictions, to release the name(s) and business address(es) of the principal(s) producing the scientific or statistical study, report or analysis, together with a copy of the scientific or statistical study, report or analysis and all data supporting the scientific or statistical study, report or analysis.

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5. PATENTS AND INVENTIONS

The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this CONTRACT, or with monies supplied pursuant to this CONTRACT, shall be promptly and fully reported to OCFS. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall be made pursuant to all applicable law and regulations.

6. TERMINATION

To the extent permitted by law, this CONTRACT shall be deemed in the sole discretion of OCFS terminated immediately upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligation by OCFS to the Contractor.

7. FISCAL SANCTION

In accordance with the OCFS Fiscal Sanction policy, Contractors may be placed on fiscal sanction when OCFS identifies any of the following issues:

- The Contractor has received an Advance, overpayment or other funds under this or another CONTRACT that has not been refunded to OCFS within the established timeframe;
- An OCFS, OSC, or other audit identifies significant fiscal irregularities and/or that funds are due to OCFS;
- The Contractor has not provided satisfactory services as required under the terms of this CONTRACT;
- The Contractor has not provided fiscal or program reports as required under the terms of this CONTRACT;
- A local, State or federal prosecutorial or investigative agency identifies possible criminal activity, or significant fiscal or programmatic irregularities on the part of the Contractor;
- The Contractor is not in compliance with State or federal statutes or regulations, or applicable OCFS guidelines, policies and/or procedures; or
- Unsafe physical conditions exist at a program site operated by the Contractor and funded under this CONTRACT with OCFS.

Once the Contractor has been placed on Fiscal Sanction, payments on all open contracts and any new awards, amendments or CONTRACT renewals will not be processed until the issues have been satisfactorily resolved. The Contractor will be notified in advance of any proposed Fiscal Sanction and will be provided a timeframe within which the issues must be resolved in order to avoid a Fiscal Sanction. Issues that are not resolved within the timeframe established by OCFS may be referred to the Attorney General (AG) for collection or legal action. If a CONTRACT is referred to the AG a collection fee will be added to the amount owed. In addition, interest will be due on any amount not paid in accordance with the timeframes established by the AG. The contractor will remain on Fiscal Sanction until the amount owed, including any collection fee and interest, is paid.

8. REFUNDS

In the event that the contractor must make a refund to the OCFS for contract related activities (repayment of an advance, an audit disallowance, or for any other reason), payment must be made in the form of a check or money order payable to “New York State Office of Children and Family Services”. The contractor must include with the payment a brief explanation of why the refund is being made and reference the contract number. Refund payments must be submitted to:

New York State Office of Children and Family Services
Attention: Contract Cash Receipts
Bureau of Contract Management
Capital View Office Park
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

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9. PROCUREMENT LOBBYING LAW

The Contractor will comply with all New York State and OCFS procedures relative to the permissible contacts and disclosure of contacts as required by State Finance Law Sections 139-j and 139-k and OCFS procedures and will affirmatively certify that all information provided pursuant to those provisions is complete, true and accurate. This certification is included in the Offerer's Certification and Affirmation of Understanding and CONTRACT pursuant to State Finance Law Sections 139-j and 139-k.

OCFS reserves the right to terminate this CONTRACT if the Offerer's Certification filed by the Contractor in accordance with the New York State Finance Law Section 139-k was intentionally false or intentionally incomplete. Upon such a determination by the OCFS, OCFS may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this CONTRACT. Nothing herein shall preclude or otherwise limit OCFS's right to terminate this contact as otherwise set forth in the applicable provisions of this CONTRACT.

10. REQUIRED REPORTS – CONTRACTS FOR CONSULTING SERVICES

If consulting services (including services for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services) are provided, the Contractor must submit on or before May 15th of each year for the annual period ending March 31st, Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report. This form must report information for all employees who provided services under the CONTRACT whether employed by the Contractor or a subcontractor. This form will be available for public inspection and copying under the Freedom of Information Law with any individual employee names and social security numbers redacted.

Contractors can obtain this form from their Contract Manager or through the Internet at the following site:
http://www.osc.state.ny.us/agencies/forms/ac3272s.doc

The Contractor must submit a completed Form AC-3272-S New York State Consultant Services – Contractor's Annual Employment Report to each of the following addresses:

New York State Office of Children and Family Services
Bureau of Contract Management
52 Washington Street, South Building, Room 202
Rensselaer, New York 12144

New York State Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, New York 12236
Attn: Consultant Reporting

New York State Department of Civil Service
Empire State Plaza
Building 1, 19th Floor
Albany, New York 12239

11. IRAN DIVESTMENT ACT

By entering into this CONTRACT, Contractor certifies 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" list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such 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 the CONTRACT will be required to certify that it is not on the Prohibited Entities List before OCFS may approve a request for Assignment of CONTRACT.

During the term of the CONTRACT, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS 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

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

OCFS shall take such action as may be appropriate and provided for by law, rule, or CONTRACT, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

OCFS reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the CONTRACT, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

12. ADDITIONAL ASSURANCES

a. Expectation of Insured: The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit corporation or entity other than a self-insured municipal corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an appropriate amount. The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this CONTRACT to obtain and maintain a general policy of liability insurance in an appropriate amount.

b. Notwithstanding the provisions of Article 14 of this CONTRACT, to the extent the contractor provides health care and treatment or professional consultation to residents of facilities operated by OCFS, in conformance with Executive Law §522 the provisions of paragraphs A, B and C of Article 14 (Article 14 A., B. and C.) shall not apply. In such cases, the provisions of Public Officers Law §17, to the extent provided by Executive Law §522, shall apply instead.

13. EXECUTIVE ORDER NUMBER 38

Executive Order Number 38 sets Limits on State-Funded Administrative Costs & Executive Compensation. Contracts, payment requests and reporting must comply with the regulations promulgated pursuant to this Executive Order. The Order can be found at the following website address:
http://executiveorder38.ny.gov/

LEGAL NOTICE: Based upon the April 8, 2014 decision in Agencies for Children's Therapy Services, Inc. v. New York State Department of Health, et al. ("ACTS"), covered providers conducting business in Nassau County need not file Executive Order 38 disclosures. For purposes of this notice, "conducting business" means having a place of business within Nassau County, providing program services or administrative services involving the use or receipt of State funds or State-authorized payments within Nassau County, or otherwise conducting business within Nassau County in relation to which executive compensation is paid. Please note that the ACTS decision is under appeal. Those affected by the ACTS' decision should periodically check the EO 38 website for updates regarding any changes to this notice.

14. MINORITY AND WOMEN-OWNED BUSINESS (M/WBE)

Pursuant to New York State Executive Law Article 15-A, OCFS recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified Minority and Women-Owned Business Enterprises (M/WBE) and Equal Employment Opportunities (EEO) for minority group members and women in the performance of OCFS contracts. Accordingly, information regarding OCFS' target goals for M/WBE participation in contracting activities as well as guidelines for Prime Contractor responsibilities pursuant to this law are outlined in the Attachment MWBE entitled "Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures". Included in this document are links to the forms and instructions required as a part of this program.

15. SERVICE-DISABLED VETERAN-OWNED BUSINESS (SDVOB)

The Service-Disabled Veteran-Owned Business Act, signed into law by Governor Andrew M. Cuomo on May 12, 2014, allows eligible Veteran business owners to become certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB) in order to increase the participation of such businesses in New York State's contracting opportunities. The SDVOB Act, which is codified under Article 17-B of the Executive Law, acknowledges that SDVOBs strongly contribute to the economies of the State and the nation. Therefore, and consistent with its Master Goal Plan, OCFS strongly encourages vendors who contract with OCFS to consider the utilization of certified SDVOBs, that are responsible and responsive, for at least six percent (6%) of discretionary non-personnel service spending in the fulfillment of the requirements of their contracts with OCFS. Such partnering may include utilizing certified SDVOBs as subcontractors, suppliers, protégés, or in other supporting roles to the maximum extent practical, and consistent with the legal requirements of the State Finance Law and the Executive Law. Certified SDVOBs may be readily identified through the directory of certified businesses at: https://ogs.ny.gov/Veterans/

For additional information relating to the use of certified SDVOBs in contract performance, and participation by SDVOBs with respect to State Contracts through Set Asides, please refer to the following:

- Use of Service-Disabled Veteran-Owned Business Enterprises in Contract Performance

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

- Participation by Service-Disabled Veterans with Respect to State Contracts Through Set Asides
- https://ogs.ny.gov/Veterans/

Please note that bidders/proposers must continue to utilize M/WBEs, as discussed above in paragraph 14, consistent with current State law.

16. OUTSIDE COUNSEL

Opinions prepared by consultant law firms construing the statutes or Constitution of the State of New York do not constitute the view of the State unless the prior written approval of the New York State Office of the Attorney General is obtained. Requests for said approval shall be submitted to the Solicitor General, Division of the Appeals and Opinions Bureau, Department of Law, and Contract Approval Unit, Civil Recoveries Bureau, NYS Department of Law, The Capitol, Albany, NY 12224.

17. EXECUTIVE ORDER NUMBER 177

Executive Order Number 177, signed on February 3, 2018, by Governor Andrew M. Cuomo directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The Contractor must provide the EO 177 Certification statement found at the following website address: **OCFS-2647**, *EO 177 Certification* prior to any contract award or renewal of any contract by OCFS. By signing this agreement, contactor certifies that it is in compliance with these provisions.

18. FEDERAL FUND ADVANCE REQUEST

Requests for advance payments on federally funded contracts must be made in accordance with 2 CFR Part 200, and in particular with 2 CFR section 200.305 and other applicable laws, rules and regulations. Requests for advance payments on federally funded contracts must be made, in writing, on the Federal Fund Advance Request form (OCFS-3900), pursuant to the process established by OCFS. OCFS will review and a determination will be made upon the contractor's submission of all required information. OCFS will recoup advance payments on federally funded contracts by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the third quarter of the contract period and in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and in accordance with the Federal Fund Advance Request Form (OCFS-3900). In the event a request for an advance payment on a federally funded contract is made in or later than the second quarter of the contract period, and such request is approved by OCFS, OCFS will recoup such advance payment by crediting subsequent claims, so that the advance payment is recouped in full as soon as administratively feasible and in no event later than the fourth quarter of the contract period in accordance with 2 CFR Part 200 and any other applicable laws, rules and regulations and the Federal Fund Advance Request Form (OCFS-3900).

19. SPENDING ADJUSTMENTS

OCFS recognizes that actual costs incurred under the contract may be different from the projected costs in the approved contract budget. Upon the contractor's determination that expenditures are going to deviate from the approved contract budget, a written request for an adjustment to the spending of the approved contract budget must be submitted.

A budget spending adjustment request must be in writing and completed and approved by OCFS prior to the effective date of the adjustment to allow for the processing of any claims related to costs exceeding the current approved budget categories for the contract your organization's project. Any spending related to a budget spending adjustment that is not submitted and approved prior to the effective date may result in the non-reimbursement of associated expenses.

All budget spending adjustments will be subject to review by the OCFS Contract Compliance Unit to determine compliance with mandatory NYS MWBE requirements as stated in the Contract. Any spending adjustment that alters discretionary spending under the Contract may result in changes to your MWBE Spending Goal.

OCFS will not approve any budget spending adjustment during the final year of the Contract that appear to have the intent of spending down unexpended funds on equipment or other items that are not directly related to use in the current contract period/term.

While there are occasions where it is necessary, OCFS discourages budget spending adjustments in the final quarter of the Contract.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

20. STATE FINANCE LAW §139-l

New York State Finance Law §139-l, effective January 1, 2019, requires, in relevant part, that "[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] '[b]y submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law. The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-l and https://www.ny.gov/combating-sexual-harassment-workplace/employers#top. By signing this agreement, contactor certifies that it is in compliance with these provisions.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

Attachment B-1

Expenditure Based Budget

For each Expense Category funded by this contract, include the following: a list of the items for each Expense Category **(include computations where applicable)** and a brief explanation of each item as it relates to the project.

EXPENSE CATEGORY (Enter Explanation and Computation on appropriate line)	ENTER AMOUNTS CHARGED TO CONTRACT	TOTAL AMOUNT
Personnel Expenses (Name & Title) Include computation		
	Subtotal	$0
Fringe Benefits & Payroll Taxes		$0
Equipment & Supplies - Itemized and include computation		
	Subtotal	$0
Contractual and/or Consultants - Itemized and include computation		
Bus Transportation- WNY Bus Co. (Student Transport) Round Trip 7 sites 20+ field trips		
62 July Trips at about $261.69 per trip	$16,225	
33 August Trips at about $265.90 per trip	$8,775	
	Subtotal	$25,000
Other Expenses (Travel, utilities, postage, etc.) Include computations for each item of expense		
	Subtotal	$0
	Total Contract Amount	$25,000

Contract Number: # TM11224

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ATTACHMENT C – WORK PLAN

PROJECT TITLE: Amherst Summer Camp Program- In State Transport

WORK PLAN DETAIL:

Provide an overview of the project including goals, tasks, desired outcomes and performance measures:

The Town of Amherst offers summer camp at seven different locations for youth ages 5-15. Campers participate in weekly field trips to town pools and town/ state parks. Transportation is an important aspect of the camp as it is free for the kids and get to and from the 20 plus field trip locations. Buses provided round trip transportation for 465 campers. Summer camp runs from June to August for a total of 39 days of camp and 95 total bus trips.

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ATTACHMENT C – WORK PLAN
DETAIL

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
1: Provide round trip transportation for campers, ages 5 to 15, for planned summer camp field trips from June to August, 2023		a. Coordinate transportation for campers to and from several locations and schedule field trips for a total of 39 days of summer camp	i. Transported a total of 465 campers
			ii. Campers were bused from 7 camp locations to 20 or more field trip sites
			iii. 95 total bus trips were taken
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement

OBJECTIVE	BUDGET CATEGORY/ DELIVERABLE (if applicable)	TASKS	PERFORMANCE MEASURES
2:		a.	i.
			ii.
			iii.
		b.	i.
			ii.
			iii.
		c.	i.
			ii.
			iii.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement

Summary of Organizational Information

Address: (Include Street, City, State, Zip Code)	Mailing	Payment	Site	Agency Record
5583 Main Street Williamsville, NY 14221	✔	✔		✔
1615 Amherst Manor Drive Williamsville, NY 14221			✔	

Contact Person(s):

Key Contacts	Name	Address	Telephone & E-Mail Address **	Authorized to Sign Contracts	Authorized to Sign Vouchers
Board Chairperson				☐	☐
Chief Administrative Officer[1]	Brian Kulpa	5583 Main St. Williamsville, NY 14221	bkulpa@amherst.ny.us	✔	☐
Contract Contact	Megan Winnert	5583 Main St. Williamsville, NY 14221	mwinnert@amherst.ny.us	☐	✔
Chief Fiscal Officer				☐	☐

****An E-mail address is required. If you do not have a personal e-mail address, please supply your Organization's shared e-mail address.**

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

[1] The Chief Administrative Officer is defined as the person who is responsible for the contractor's overall ac
eg. Executive Director, County Executive, or Agency Commissioner

OCFS-4555 (Rev. 04/2016)

New York State
Office of Children and Family Services

Non-Discrimination/Non-Sectarian Compliance

Agency Name

		Yes	No
a.	According to the Certificate of Incorporation, are the organization's purposes sectarian? (For example, is the organization a corporation organized under the religious corporation law or a corporation which has a corporate purpose to serve a particular religious group or to promote the doctrine of a particular religion in general?)	☐	☑
b.	Are any of the proposed services in your project sectarian in nature?	☐	☑
c.	Does the organization have as its goal the furthering of any sectarian purpose?	☐	☑
d.	Are the services to be provided by sectarian staff? (e.g. Clergy)	☐	☑
e.	Are services being delivered in a building owned by a sectarian organization?	☐	☑
f.	Are services direct educational services in connection with a school?	☐	☑
g.	Will the proposed services be provided on the basis of race, religion, color, national origin or sex?	☐	☑

h. What is the target population of the organization?

Youth ages 5 to 15 years old

i. What will the organization do if individuals who are not part of your target population ask for services?

Recommend a different organization in the area that may be more suitable for the individual and their age group.

j. Will the organization serve, either through direct services or referrals, all who request assistance? ☑ Yes ☐ No

If the answer(s) to any of the questions a-e, or g, are "yes", then justify why you should be funded below.

ORGANIZATION INFORMATION

For statistical purposes, check yes or no for each of the following items as it relates to your organization.

Non-Profit Organization	Yes ☐	No ☑		Women-Owned Business	Yes ☐	No ☑	
Minority Business	Yes ☐	No ☑		Municipality	Yes ☑	No ☐	
Small Business	Yes ☐	No ☑		Service-Disabled Veteran-Owned Business	Yes ☐	No ☑	

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

OCFS-2647 (06/2018)

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

EO 177 CERTIFICATION

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

In accordance with Executive Order No. 177, Contractor hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Contractor: **Amherst Town of**

Signed By: _____

Name: Brian Kulpa

Title: Supervisor

Date: _____, 20__

Contract Number: # TM11224

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

OCFS-4552 (Rev. 10/2016) FRONT

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

BOARD OF DIRECTORS PROFILE

Must be completed, **signed** by the board chairperson or designee, and included in application.
See instructions on page 2 of this form.

AGENCY NAME: _____

Name, address, and email	Current occupation and current employer	Position on the board
1.		
2.		
3.		
4.		
5.		
6.		
7.		

The number of directors constituting the entire board must not be less than three. OCFS advises a manageable number of board directors to assure maximum working effectiveness. Of this number, OCFS recommends board composition to include individuals with experience in, or access to, legal matters, financial management, real estate knowledge, and administrative capability and "consumer" representation.

Date _____ **Board of Directors Chairperson (or designee must sign here)** _____

Contract Number: # TM11224

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

NEW YORK STATE
OFFICE OF CHILDREN AND FAMILY SERVICES

Board of Directors Profile
Not-For-Profit Organizations

INSTRUCTIONS FOR BOARD OF DIRECTORS PROFILE FORM

The *Board of Directors Profile* form (OCFS-4552), must be completed. This includes name, address, email, current occupation and employer, position on the board and board chairperson's signature and date (or the signature of the board chairperson's designee).

The outlined points noted below must be followed with regard to the board of directors for not-for-profit organizations.

- **For the purposes of this Request for Proposal, the number of members on the board of directors must not be less than three (3)**.
- Be sure ALL columns are filled in for each board member; list both occupation and employer for each board member. If one or more board members are retired or otherwise not employed (e.g., a community volunteer, or homemaker), please note that status in the second column as well as their previous or current occupation. If the board member is self-employed, the name and nature of their business must be included.
- Where the corporation is licensed by OCFS to operate residential facilities for victims of domestic violence, no board member (including non-voting, ex-officio members) of the corporation may be a paid employee of the applicant organization. This provision is non-waivable, and applies even if the contract in question is for an activity other than the operation of a residential facility for victims of domestic violence. If the *Board of Directors Profile* submitted lists a paid employee as a member of the board, the contract cannot be approved until that individual is removed from the *Board of Directors Profile*.
- No paid employee of a corporation requiring OCFS approval to incorporate may sit on the agency's Board, **except that the CEO of a voluntary authorized agency may be a non-voting member of the board.** There is no waiver available for this scenario. If the *Board of Directors Profile* for a voluntary authorized agency lists a paid employee other than the CEO as a member of the board, the contract cannot be approved until that individual is removed from the *Board of Directors Profile*. If the *Board of Directors Profile* for a voluntary authorized agency lists a CEO as a member of the board, and does not specify that the CEO is a non-voting board member, the contract cannot be approved until the status of the CEO as a non-voting Board member is specified in the *Board of Directors Profile*.
- Board members must avoid transactions involving the applicant organization in which they personally benefit or which create the appearance that they could personally benefit. Board members who are employed by government organizations must avoid situations in which they could use their official position or capacity for the benefit of the applicant organization or which create the appearance that they could use their official position or capacity for the benefit of the applicant organization. As such, OCFS will examine situations where social services district or other county employees serve as members on a corporation's board. OCFS will determine whether a conflict of interest or appearance of impropriety exists and how, if at all, it can be rectified such that the individual can remain a board member.
- For any board member employed by the local social services district or other county government agency whose board of directors service presents a potential conflict of interest or appearance of impropriety, a letter must be submitted with this application from the county ethics board, county attorney or other appropriate local entity, stating that their service on the board does not constitute a conflict or otherwise violate applicable ethics provisions. OCFS will review the information submitted and advise the applicant organization accordingly. OCFS may request additional information in instances in which the potential for a conflict of interest or appearance of impropriety arises.
- You can attach a board listing using a different form, as long as you use the OCFS form as your first page, enter "See attached list" under number 1, and enter your agency name, date, and board chairperson's signature on the OCFS form.
- If you attach a board listing using a different form, make sure all the required information on the OCFS form is conveyed on the attached form.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

Contract Number: # TM11224

Key Personnel Profile (must relate to Budget)

Name and Title	Job Duties	Name and Title of Supervisor

Contract Number: #TM11224

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

ATTACHMENT D
PAYMENT AND REPORTING SCHEDULE

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

I. PAYMENT PROVISIONS

In full consideration of contract services to be performed the State Agency agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Advance Payment, Initial Payment and Recoupment Language (if applicable):

1. The State Agency will make an advance payment to the Contractor, during the initial period, in the amount of up to forty percent (40 %) the budget as set forth in the most recently approved applicable Attachment B form (Budget).

2. The State Agency will make an initial payment to the Contractor in the amount of _____ percent (____%) of the annual budget as set forth in the most recently approved applicable Attached B form (Budget). This payment will be no later than _____ days from the beginning of the budget period.

3. Scheduled advance payments shall be due in accordance with an approved payment schedule as follows:

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

   Period: _____ Amount: _____ Due Date: _____

4. Recoupment of any advance payment(s) or initial payment(s) shall be recovered by crediting (100 %) of subsequent claims and such claims will be reduced until the advance is fully recovered within the contract period.

B. Interim and/or Final Claims for Reimbursement

Claiming Schedule (*select applicable frequency*):

☐ Quarterly Reimbursement
Due date _____

☐ Monthly Reimbursement
Due date _____

☐ Biannual Reimbursement
Due date _____

☐ Fee for Service Reimbursement
Due date _____

☐ Rate Based Reimbursement
Due date _____

☐ Fifth Quarter Reimbursement
Due date _____

☐ Milestone/Performance Reimbursement
Due date/Frequency _____

☑ Scheduled Reimbursement
Due date/Frequency no later than 30 days after the end of the contract term/single claim

☐ Interim Reimbursement as Requested by Contractor _____

II. REPORTING PROVISIONS

A. Expenditure-Based Reports (*select the applicable report type*):

☐ Narrative/Qualitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of the Master Contract

☐ Statistical/Quantitative Report

The Contractor will submit, on a quarterly basis, not later than _____ days from the end of the quarter, the report described in Section III(G)(2)(a)(ii) of the Master Contract.

☐ Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III(G)(2)(a)(iii) of the Master Contract.

☑ Final Report

The Contractor will submit the final report as described in Section III(G)(2)(a)(iv) of the Master Contract, no later than 30 days after the end of the contract period.

☐ Consolidated Fiscal Report (CFR)[1]

The Contractor will submit the CFR on an annual basis, in accordance with the time frames designated in the CFR manual. For New York City contractors, the due date shall be May 1

[1] The Consolidated Fiscal Reporting System is a standardized electronic reporting method accepted by Office of Alcoholism & Substance Services, Office of Mental Health, Office of Persons with Developmental Disabilities and the State Education Department, 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.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Progress-Based Reports

1. Progress Reports

The Contractor shall provide the report described in Section III(G)(2)(b)(i) of the Master Contract in accordance with the forms and in the format provided by the State Agency, summarizing the work performed during the contract period (see Table 1 below for the annual schedule).

2. Final Progress Report

Final scheduled payment will not be due until _____ days after completion of agency's audit of the final expenditures report/documentation showing total grant expenses submitted by vendor with its final invoice. Deadline for submission of the final report is _____. The agency shall complete its audit and notify vendor of the results no later than _____. The Contractor shall submit the report not later than _____days from the end of the contract.

C. Other Reports

The Contractor shall provide reports in accordance with the form, content and schedule as set forth in Table 1.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

TABLE I – REPORTING SCHEDULE

PROGRESS REPORT #	PERIOD COVERED	DUE DATE
Project Report and Final Expenditure Claim	Full Term of Contract	30 Days from Contract Term End Date

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

Attachment MWBE

Participation by Minority and Women-Owned Business Enterprises: Requirements and Procedures

Revised January 2018

I. General Provisions

A. The Office of Children and Family Services ("OCFS") is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") 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 OCFS, to fully comply and cooperate with OCFS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for New York State-certified minority and women-owned business enterprises ("MWBEs"). The 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") and other applicable federal, state, and 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, assessment of liquidated damages pursuant to Section VII of this Attachment and such other remedies are available to OCFS pursuant to the Contract and applicable law.

II. Contract Goals

A. For purposes of this Contract, OCFS hereby establishes an overall goal of **0%** for MWBE participation, **0%** for New York State-certified minority-owned business enterprise ("MBE") participation and **0%** for New York State-certified women-owned business enterprise ("WBE") participation (collectively, "MWBE Contract Goals") based on the current availability of MBEs and WBEs.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: https://ny.newnycontracts.com.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Contractor's outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by OCFS with MWBEs; and,
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

III. Equal Employment Opportunity ("EEO")

OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.

B. In performing the Contract, the Contractor shall:

1. Ensure that each contractor and subcontractor performing work on the Contract 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.

2. The Contractor shall submit an EEO policy statement to OCFS within seventy-two (72) hours after the date of the notice by OCFS to award the Contract to the Contractor.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

3. If the Contractor, or any of its subcontractors, does not have an existing EEO policy statement, OCFS may require the Contractor or subcontractor to adopt a model statement (see Form – OCFS-3460 – MWBE – Equal Employment Opportunity Policy Statement).

4. The Contractor's EEO policy statement shall include the following 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 4 and Paragraph "E" of this Section III, 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. OCFS-4629 – Project Staffing Plan Form

This section applies to OCFS contracts with a total value in excess of $250,000 only.

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. The Contractor shall complete the staffing plan form and submit it as part of their bid or proposal or within a reasonable time, as directed by OCFS. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

D. OCFS-2171 – Workforce Utilization Report Form

This section applies to non-grant contracts only.

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by OCFS on a quarterly basis during the term of the Contract. The completed Workforce Utilization Report must be submitted via email to eeo@ocfs.ny.gov no later than 10 days following the end of each quarter during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.
3. Pursuant to Executive Order #162, contractors and subcontractors are also required to report the gross wages paid to each of their employees for the work performed by such employees on the contract on a quarterly basis.

E. The Contractor shall comply with the provisions of the Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and its 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.

IV. MWBE Utilization Plan

OCFS-4361 – MWBE Utilization Plan Form

A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by OCFS, through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to OCFS, either prior to, or at the time of, the execution of the contract.

B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.

C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OCFS shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

V. Waivers

A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through a non-electronic method provided by OCFS (OCFS-4442 – MWBE Request for Waiver Form). Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, OCFS shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

B. If OCFS, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, OCFS 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.

VI. Quarterly MWBE Contractor Compliance Report

OCFS-4441 – MWBE Quarterly Report Form

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to OCFS by the 10th day following the end of each quarter during the term of the Contract. Completed forms should be sent via email to mwbeinfo@ocfs.ny.gov. **Please do not upload MWBE forms to the Contract Management System (CMS).**

VII. Liquidated Damages - MWBE Participation

A. Where OCFS determines that the Contractor is not in compliance with the requirements of this Attachment and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to OCFS liquidated damages.

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 OCFS, the Contractor shall

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

pay such liquidated damages to OCFS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

Consultant Agreement

(Complete ONLY if award is used to pay Consultant Expenses)

I, _____, agree to provide the services described below on a consultant basis to _____ _____. It is understood that as a consultant, no taxes or fringe benefits of any kind are being withheld by the agency names above.

Description of Service (attach work plan if appropriate):

Date(s) of Service:

Cost of Service and Payment Schedule:

Hours Per Session	Frequency of Payment	Number of Sessions		Rate of Pay	Total Amount
			x		

Term of This Agreement:

_____ _____

_____ _____

(Consultant Signature) **(Date)**

_____

(Printed Name)

_____ _____

(Agency Signature) **(Date)**

_____

(Printed Name)

TM11224

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

REQUIRED ATTACHMENTS (Checklist)

Please take a moment to review and check to see that all contract related items on this page are included as part of your **complete** application package.

Required for all contracts:

☒ **New York State Vendor Prequalification/Vendor Integrity Questionnaire**: All vendors with grant awards **exceeding** $5,000 must prequalify online in the Statewide Financial System (SFS) to contract with the State of New York. Registration forms and instructions are available at https://grantsmanagement.ny.gov/register- your-organization-sfs. Questions regarding Prequalification should be emailed to grantsreform@its.ny.gov.

☐ Vendors with grant awards $5,000 and below, who are not Prequalified in SFS, must submit a completed Vendor Integrity Questionnaire (VIQ)with their application. VIQ forms are available at: https://grantsmanagement.ny.gov/system/files/documents/2018/09/vendor-integrity-questionnaire.pdf

☒ **New York State Vendor ID –** All vendors doing business with NYS are **required** to be registered with the NYS Vendor Management System. For information on managing vendor records or obtaining a NYS Vendor ID visit the NYS Office of the State Comptroller's website at http://www.osc.state.ny.us/vendors.For information on the Statewide Financial System, visit: www.sfs.ny.gov.

☒ **Proof of Workers' Compensation Coverage:** The Workers' Compensation Board requires that a business seeking to enter into a state contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contractor must submit ONE of the following forms as proof of appropriate workers' compensation insurance coverage:

- **Form C-105.2 –** *Certificate of Workers' Compensation Insurance* issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12 –** *Certificate of Workers' Compensation Self-Insurance*; or **Form GSI-105.2** *Certificate of Participation in Workers' Compensation Group Self-Insurance*; or
- **CE-200 –** *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.*

☒ **Proof of Disability Benefits Coverage:** Workers' Compensation Law requires that a business seeking to enter into a State contract must submit appropriate proof of disability coverage to the State contracting entity issuing the contract. For each new contractor or contract renewal, the contractor must submit ONE of the following forms as proof of appropriate coverage:

- **Form DB-120.1** - *Certificate of Disability Benefits Insurance*; or
- **Form DB-155** - *Certificate of Disability Benefits Self-Insurance*; or
- **CE-200 –** *Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.*

For additional information regarding workers' compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: http://www.wcb.ny.gov/content/main/Employers/Ip_permits-licenses-contracts.jsp

☐ **Charities Registration –** Application, registration and registration exemption forms can be found at: www.charitiesnys.com. Questions regarding these forms can be directed to the NYS Office of the Attorney General's charities bureau at 212-416-8401.

☐ **Photocopy of Certificate of Incorporation, and ALL Amendments to the Certificate**:

☐ Uploaded to Document Vault in Grants Gateway **OR**

☐ Submit a hardcopy to OCFS

☐ **Organizational Chart –** show the project to be funded with this award within the context of your entire Agency.

Awards $5,000 or Less: Submit hardcopy of organizational chart with application.
Awards Exceeding $5,000: Upload a current chart to the Document Vault in Grants Management System **OR** submit a hard copy with the contract application.

☐ **Disclosure & Accountability Certifications** The Certification must be signed and notarized. Please mail original document to OCFS with the contract application.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

Required, as applicable (check all that are attached)**:**

☐ Three (3) price quotes (telephone/advertisements) for individual equipment costing **$1,000-$5,000** and a statement indicating which vendor has been selected. Municipalities must follow their Procurement Guidelines.

☐ Three (3) written price quotes/bids for individual equipment costing **in excess of $5,000**, and a statement indicating which vendor has been selected. If bids are not available at the time you are submitting the application, they must be submitted before requesting payment. Municipalities must follow their Procurement Guidelines.

☒ Photocopy of signed contract(s) or rental lease(s).

☐ License (day care, after-school, professional, etc.)

☐ Consultant Agreement(s), signed and dated by both the consultant and contractor.

☐ A Vendor Responsibility Questionnaire is **required for all contracts $100,000 and over**. The Vendor Responsibility Questionnaire can be filed online with the NYS Office of the State Comptroller (OSC) through theNew York State VendRep System or a completed paper copy questionnaire can be submitted. Information on how to enroll and use the VendRep System can be found at https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire. Paper copies of the questionnaire can be found on theOSC web site at: https://www.osc.state.ny.us/state-vendors/vendrep/vendor-responsibility-forms.

All required items should be submitted as one package, including the completed application package and all required attachments indicated above.

Attachment: OCFS Grant Application Agreement (RES-2024-229 : Authorization to Sign Grant Agreement with Office of Children and Family

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 28648 A **RESOLUTION 2024-230** **ADOPTED**

Travel Approval - Signal Shop - Highway Department

Please approve the attendance 0f two (2) employees from the Highway Department - Signal Division to attend the IMSA (International Municipal Signal Association) Class Traffic Signal Field Technician Level III certification course from March 18, 2024 to March 20, 2024 in Bordentown, New Jersey. These classes are necessary for the safety of our employees and to remain compliant with Federal and State guidelines and have certified personnel on staff. The cost is $2,711.83 to be charged to A3310 : 4040. Thank you!

3/11/2024
Consent

FINANCIAL IMPACT:

A3310 : 4040

$2,711.83

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

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

Francina J. Spoth
Town Clerk

Meeting: 02/26/24 07:00 PM
Department: Highway
Initiated by: **Steven E. Floss**
Co-Sponsored by:

DOC ID: 28648 **RESOLUTION (ID # 28648)**

Travel Approval - Signal Shop - Highway Department

Please approve the attendance 0f two (2) employees from the Highway Department - Signal Division to attend the IMSA (International Municipal Signal Association) Class Traffic Signal Field Technician Level III certification course from March 18, 2024 to March 20, 2024 in Bordentown, New Jersey. These classes are necessary for the safety of our employees and to remain compliant with Federal and State guidelines and have certified personnel on staff. The cost is $2,711.83 to be charged to A3310 : 4040. Thank you!

FINANCIAL IMPACT:

A3310 : 4040

$2,711.83

Attachment: signal school.2024-02202024122541 (RES-2024-230 : Travel Approval - Signal Shop - Highway Department)

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
Vincent Paterno	8743	HWY	716 631-7117

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3.18.24	3.20.24	Bordentown N.J.	IMSA * Traffic Signal School Field Tech III

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67 890	596.30		
Tolls	100.00		
Parking	50.00		
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:	See other		
# nights @ $			
Meals:			
IRS Per Diem Per Day: $69.00	69.00	A3310	
1st & Last Day of Travel @ 75% $51.75	103.50	.4040	
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	558.00		
Other			
Subtotal	1476.80		N/A
Contingency - 10% of subtotal or $200	147.68		N/A
TOTAL	1624.48		

Request Approved By:

Department Head Signature

2.20.24

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: signal school.2024-02202024122541 (RES-2024-230 : Travel Approval - Signal Shop - Highway Department)

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
Nicholas Spaeth	7072	HWY	716 631-7117

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
3.18.24	3.20.24	Bordentown N.J.	IMSA * Traffic Signal School Field Tech III

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67	See other		
Tolls	"		
Parking	"		
Local Transportation (bus/taxi)	—		
Plane/Rail/Bus	—		
Lodging:			
# nights 2 @ $ 129.00	258.00		
Meals:		A3310	
IRS Per Diem Per Day:	69.00	.4040	
1st & Last Day of Travel @ 75%	103.50		
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	558.00		
Other			
Subtotal	988.50 -		N/A
Contingency - 10% of subtotal or $200	98.85 -		N/A
TOTAL	1087.35 -		

Request Approved By:

Stephen E Fish

Department Head Signature

2.20.24

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

Attachment: signal school.2024-02202024122541 (RES-2024-230 : Travel Approval - Signal Shop - Highway Department)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28677 **RESOLUTION 2024-231** **ADOPTED**

Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine Company (Original CRS #2557/CRS #4641)

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback the County of Monroe contract with CORFU MACHINE COMPANY, INC, 1977 Genesee Street, Corfu, New York 14036 to provide services and repairs of hydraulic cylinders.

The Monroe County and Corfu Machine Company Bid Reference #0206-21 for repair of Hydraulic Cylinders. Contract term extension is 4/1/21 through 3/31/2025.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #4641) and the approval of the Town Attorney.

3/11/2024
Consent

FINANCIAL IMPACT:

Town Wide

Various

TBD

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

AGREEMENT EXTENSION

Let this document stand as an Agreement Extension between CORFU MACHINE CO., INC.
And the Town of Amherst permitting the Town of Amherst to PIGGYBACK in the purchase of :

MONROE COUNTY CONTRACT
CONTRACT REFERENCE # 0206-21 (7700000052)
4/1/2021 through 3/31/2025
1977 GENESEE STREET
CORFU, NEW YORK 14036

TO PROVIDE REPAIRS OF HYDRAULIC CYCLINDERS

from CORFU MACHINE COMPANY, INC. under THE MONROE COUNTY AGREEMENT
BID REFERENCE #0206-21 for the period from 4/1/2021 TO 3/31/2025.

Agreed to and Accepted by:

CORFU MACHINE COMPANY, INC.

By: _____
Signature

Timothy L Johnson
Print Name

Vice President
Title

Date: 02/26/2024

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC022724-02272024074310 (RES-2024-231 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

CONTRACT DATA SHEET

Monroe County Division of Purchasing
200 County Office Building, Rochester NY 14614

TITLE:	**REPAIR OF HYDRAULIC CYLINDERS**
CONTRACT #:	0206-21 (7700000052)
CONTRACT DATES:	4/1/2021 – 3/31/2025
BUYER:	**Phil DiFrancesco**
PHONE:	585-753-1130
FAX:	585-324-4278
VENDOR(S):	Corfu Machine Co., Inc. 1977 Genesee Street Corfu, NY 14036 Phone: 585-599-4691 Fax: 585-599-4695

Attachment: DOC022724-02272024074310 (RES-2024-231 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

TERMS AND CONDITIONS

BID ITEM: **REPAIR OF HYDRAULIC CYLINDERS**

FOR: **Fleet Maintenance Department**

PURCHASING CONTACT: **Phil DiFrancesco, 585-753-1130; pdifrancesco@monroecounty.gov**

The Buyer, identified below, is the sole point of contact regarding this Bid from the date of issuance until the bids are opened and the results made public.

Phil DiFrancesco
Monroe County Division of Purchasing
200 County Office Building
39 West Main Street
Rochester, NY 14614

Email: pdifrancesco@monroecounty.gov

All requests for bid clarification must be submitted in writing to the Buyer referenced above and received no later noon (12:00 PM Eastern Standard Time) on **Friday, March 5, 2021.**

All questions will be answered and documented in writing as an Addendum to the Bid. These will be sent out to all Bidders who received the original Bid no later than **Monday, March 9, 2021.**

DUPLICATE COPIES: **PLEASE SUBMIT YOUR BID IN DUPLICATE; THE ORIGINAL AND ONE (1) COPY.**

BID INFORMATION: At the time of bid, the bidder shall supply detailed specifications covering the item(s) contained herein and shall clearly indicate any areas in which item or items offered do not fully comply with the specifications contained herein.

SUBMITTAL OF FORMAL PROPOSAL: Bid proposal must be legible and submitted in the original form, bearing an original signature. **EMAILS AND FACSIMILES ARE NOT ACCEPTABLE.**

All bidders must submit proof that they have obtained the required **Workers' Compensation** and **Disability Benefits Insurance** coverage or **PROOF** that they are exempt. **(Visit www.wcb.ny.gov for forms.)**

Attachment: DOC022724-022720240743 10 (RES-2024-231 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

SPECIFICATION ALTERATIONS: Specifications will be construed to be complete and be considered the entire description of the goods or services upon which Monroe County is now seeking bids. **Only formal written addenda can materially alter this set of specifications.** No verbal statement made by a Monroe County employee or anyone else is binding nor shall such statement be considered an official part of this public bid proposal.

QUANTITIES: The quantities listed are the estimated annual requirements and should not be construed to represent either maximum or minimum quantities to be ordered during the contract term.

BRAND REFERENCE: References to a manufacturer's product by brand name or number are done solely to establish the minimum quality and performance characteristics required. Bidders may submit bids on alternates, but must attach two (2) copies of manufacturer specifications for any alternate at the time of the bid. Further, the bidder must demonstrate that the alternate proposed has a sufficient operating track record to show the equipment will perform per the specified brand. The acceptance of a bidder's alternate rests solely with Monroe County.

QUALIFIED BIDDER: Each bidder must be prepared to present satisfactory proof of his capacity and ability to perform this contract. Such proof may include, but is not limited to an inspection of the bidder's facilities and equipment, financial statements, references and performance of similar contracts. **The Purchasing Manager reserves the right to reject any bid where the bidder cannot satisfy the County as to their ability to perform.** Monroe County reserves the right to reject any and all bids if the Monroe County Purchasing Manager deems said action to be in the best interests of Monroe County.

METHOD OF AWARD: Monroe County intends to award the bid to the lowest responsive and responsible bidder, based on the **TOTAL. Bidder must bid on all items in order to be considered. The County reserves the right to reject any and all bids** if the Purchasing Manager deems said action to be in the best interest of the County.

CONTRACT TERM: Contract will start with the date of the contract award and run through **March 31, 2022**, with the option to renew the contract up to four (4) additional twelve (12) month periods with the mutual consent of both parties.

PRICE CHANGES: Price changes may be proposed by either party no later than forty-five (45) days prior to contract extension, based upon manufacturer price changes which must be supported with documentation. Should price changes not be acceptable to both parties, the contract will not be extended. Prices may change only at the time of extension.

MINIMUM ORDER: No minimum order is specified for this contract. Agencies must be able to order as needed. **Political subdivisions and others authorized by law may participate in this contract**.

Attachment: DOC022724-022720240743 10 (RES-2024-231 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

DELIVERY/ RESPONSE TIME:

All deliveries to be F.O.B. Destination as specified by a Purchase Order. The Contractor will be responsible for picking up the unit to be repaired and for delivering it when the work is completed at no additional charge to the ordering department. (Location: 145 Paul Road, Rochester, NY 14624)

The contractor will be required to pick up the unit(s) to be repaired within **twenty-four (24) hours** of receiving a call from authorized County personnel and to perform the services specified herein in a period **not to exceed five (5) business days,** after receipt of the unit(s). The Contractor must make every effort to repair a unit within twenty-four (24) hours of receipt of the unit, if an emergency situation exists for Monroe County.

IF THIS DELIVERY TIME IS NOT ACCEPTABLE, THE BIDDER MUST STATE AN ALTERNATE DELIVERY TIME IN BID PROPOSAL. Monroe County reserves the right to reject a bid if the alternate delivery time is not acceptable.

Also, Monroe County reserves the right to terminate the contract in the event the specified delivery time is not met, once delivery time is agreed upon.

DEFINITION OF TIME:

All pick-ups and deliveries covered under this contract are expected to be performed during regular business hours, Monday through Friday, 8:00 AM - 3:00 PM.

SECURITIES AND INSURANCE:

Any Certificates of Insurance, Bonds or other forms of security required by this bid are to be submitted to the Purchasing Manager no later than ten (10) normal business days following the date of notification of award. Documents must be received by the close of business, 5:00 pm on that day.

PURCHASE ORDER ISSUANCE:

Delivery of services may be directed by the receipt of a Purchase Order only. **Items that are not part of this bid will not be paid for by Monroe County.** As to all purchase orders issued by Monroe County, exceptions may only be authorized, in writing, by the Purchasing Manager or her authorized agent prior to delivery.

BILLING PROCEDURE:

All invoices for items sold any authorized agency as a result of this contract must be billed in the following manner: Purchase Order #, Quantity, Description of Item Purchased, BP#, Item #, Extension and Total. **ALL INVOICES MUST BE MARKED WITH THE PURCHASE ORDER NUMBER. INVOICES WITHOUT THIS INFORMATION WILL NOT BE PROCESSED FOR PAYMENT.**

WARRANTY/ GUARANTEE:

All warranties by manufacturer shall apply. Bidder shall, as part of its proposal, furnish its warranty/guarantee for all goods/services to be furnished hereunder. As a minimum, Bidder shall warrant all goods for a period of one (1) year from date of acceptance. Bidder shall be obligated to repair or replace all defects in material or workmanship, which are discovered or exist during said period. All labor, parts and transportation shall be at Bidder's expense.

Attachment: DOC022724-022720240743l0 (RES-2024-231 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

UNCONTEMPLATED PURCHASES: Monroe County reserves the right to request separate bids for such quantities of items on this contract that may be best procured via separate public bid offering and to otherwise act in furthering its own best interests.

SUBCONTRACT: The Contractor shall not subcontract any work without first obtaining the written consent of the Monroe County Purchasing Manager.

RELATED ITEMS: The County reserves the right to add miscellaneous related items to this contract during the contract term upon agreement by both parties as to the price. Approval must be given in writing by the Purchasing Manager or her Designee.

REPORT OF PURCHASE: The Contractor must, upon request, provide the County Purchasing Manager with detailed information showing how much of each item was delivered to any and all agencies under this contract. This includes deliveries to not only the County but any other municipality or agency which orders from this contract.

Attachment: DOC022724-02272024074310 (RES-2024-231 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

OTHER AGENCIES:

The Contractor(s) **must** honor the prices, terms and conditions of this contract with political subdivisions or districts located in whole or in part within Monroe County. In addition, the contractor **may**, but is not required to, extend the prices, terms and conditions of this contract to any political subdivision or district located in New York State. Usage of this contract by any of these other political subdivisions or districts will have to be coordinated between that subdivision or district and the contractor. Orders placed against this contract between any subdivision or district will be contracts solely between the Contractor(s) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the Contractor(s) and any third party.

WAGE RATES:

Contractor agrees to comply with the provisions of the New York State Labor Law relating to the payment of prevailing wage rates to the extent that such rules may be applicable to the Contractor. Wage rates may be obtained at www.labor.state.ny.us.

INDEMNIFICATION:

The Contractor agrees to defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, arising from any act, omission or negligence of the Contractor, its agents and employees or arising from any breach or default by the Contractor under this Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

EQUAL PAY CERTIFICATION:

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

Attachment: DOC022724-022720240743l0 (RES-2024-231 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

BP206-21
REPAIR OF HYDRAULIC CYLINDERS

TECHNICAL SPECIFICATIONS

1. Contractor must have the in-house ability to repair/rebuild telescopic type cylinders up to 10" diameter.

2. Contractor must have the in-house ability to repair/rebuild various types of hydraulic pumps, motors, and valves, bench test and supply department with failure analysis diagnostic.

3. Contractor must maintain machining accuracy to within .001 (one one-thousandth) of one inch.

4. Contractor must have the ability to perform cylinder honing.

5. Contractor will provide one (1) year full parts and labor warranty.

6. Contractor must provide heavy-duty and/or OEM parts.

7. Contractor must maintain an adequate stock of parts and materials to service this contract.

Attachment: DOC022724-02272024074310 (RES-2024-231 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

BP206-21
REPAIR OF HYDRAULIC CYLINDERS

PRICE SHEET

ITEM	DESCRIPTION	UNIT PRICE
1.	LABOR RATE FOR REPAIRS	$ 68.00/HR.
2.	MATERIALS PRICES AT DISCOUNT OF 35% OR MULTIPLIER OF .65	

Attachment: DOC022724-02272024074310 (RES-2024-231 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

MONROE COUNTY PURCHASING
Vendor Performance Survey

Contract Title: _____

Contract Number: _____

Vendor: _____

Please rank the vendor performing the contract specified on a scale from "1" to "10" with "1' being poor, "5" average and "10" excellent. Please include any additional comments or suggestions in the space provided below. Monroe County Purchasing appreciates your input.

	Poor				Average					Excellent
	1	2	3	4	5	6	7	8	9	10
Item(s) supplied met specifications										
Product provided value (taking into account price, quality, etc.)										
Timeliness of delivery										
Completeness and accuracy of order										
Ability to contact representatives of vendor when needed? (If unavailable was call back prompt?)										
Invoices received promptly and accurately										
Recommendations received from the vendor (i.e. product information, cost saving strategies, ideas for better use of resources, etc.)										

Survey Completed by:

Name: _____

Title: _____

Agency: _____

Telephone: _____ Fax: _____

E-mail: _____

Please submit this survey to Monroe County Purchasing.

Attachment: DOC022724-022720240743l0 (RES-2024-231 : Authorize Supervisor to Sign Contract Extension to Piggyback for Corfu Machine

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28730 **RESOLUTION 2024-232** **ADOPTED**

Public Safety Dispatcher/Police Department

Please appoint a Public Safety Dispatcher to the Police Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 12, 2024 at an annual salary of $49,206, Grade 13, Step A for Madison Finkney.

Contingent upon completing all pre-employment requirements and Erie County Civil Service Rules and Regulations.

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28729 **RESOLUTION 2024-233** **ADOPTED**

Principal Clerk Typist/Police Department

Please appoint a principal Clerk Typist to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an annual salary of $46,326, Grade 7, Step E for Pamela Thurston.

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

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28682 **RESOLUTION 2024-234** **ADOPTED**

Senior Laboratory Technician (Environmental Chemistry)/Eng.-Plant #16

Please appoint a Senior Laboratory Technician (Environmental Chemistry) to the Engineering Department -Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an annual salary of $57,713, Grade 12, Step E for James Rickus.

This is a promotion for an employee currently serving as a Laboratory Technician (Environmental Chemistry).

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28683 **RESOLUTION 2024-235** **ADOPTED**

Senior Laboratory Technician (Environmental Chemistry)/Eng.-Plant #16

Please appoint a Senior Laboratory Technician (Environmental Chemistry) to the Engineering Department -Plant #16. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an annual salary of $52,850, Grade 12, Step C for Deanna Winkowski.

This is a promotion for an employee currently serving as a Laboratory Technician (Environmental Chemistry).

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28684 **RESOLUTION 2024-236** **ADOPTED**

Messenger/Youth & Recreation Department

Please appoint a Messenger to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an hourly rate of $15.24, Step A for Ann Boyle.

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28685 **RESOLUTION 2024-237** **WITHDRAWN**

Laborer/Youth & Recreation Department

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an hourly rate of $17.40 ph, Step A.

Replacing an employee who was separated from service.

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28686 **RESOLUTION 2024-238** **ADOPTED**

Food Service Manager/Senior Services

Please appoint a Food Service Manager to the Senior Services Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an annual salary of $49,943, Grade 12, Step B for Jamie Sullivan.

Replacing an employee who retired.

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28707 **RESOLUTION 2024-239** **ADOPTED**

Detective/Police Department

Please appoint a Detective to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an annual salary of $100,741 Bret Seifert.

This appointment fills a vacancy from a retirement and is a promotion for an employee serving as Police Officer.

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28708 **RESOLUTION 2024-240** **ADOPTED**

Nutrition Site Coordinator - PT/Senior Services

Please appoint a Nutrition Site Coordinator - PT to the Senior Services Department. Effective March 12, 2024 at an hourly rate of $18.10, Step 3 for Christin Estrada. Pending Jurisdictional Classification.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28709 **RESOLUTION 2024-241** **ADOPTED**

Wastewater Treatment Plant Operator -Trainee/Eng.-Plant #16

Please reappoint a Wastewater Treatment Plant Operator -Trainee to the Engineering Department-Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 12, 2024 at an hourly rate of $24.26, Grade IV, Step 1 for Daniel Berke.

This is a reappointment of the employee currently serving Provisionally.

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28719 **RESOLUTION 2024-242** **ADOPTED**

Leave of Absence Without Pay-Police Department

Please authorize a Leave of Absence Without Pay for Military Duty, to Jacob Wixom, Police Officer in the Police Department. Effective May 18, 2024 through September 30, 2025.

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28724 **RESOLUTION 2024-243** **ADOPTED**

Laborer/Building Maintenance-Facilities

Please appoint a Laborer to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an hourly rate of $17.40, Grade 3, Step A for Samuel Lunetta.

Contingent upon completing all pre-employment requirements.

Replacing an employee who was promoted due to a Retirement.

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 28726 **RESOLUTION 2024-244** **ADOPTED**

Maintenance Worker/Building Maintenance/Facilities

Please appoint a Maintenance Worker to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 12, 2024 at an hourly rate of $25.04, Grade 4, Step I for Jason Cassiol.

This is a promotion for an employee who is transferring from another department currently serving as a Laborer. Filling a position due to a transfer of an employee to another department.

3/11/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by:

DOC ID: 28628 **RESOLUTION 2024-245** **ADOPTED**

Comtec of WNY CRS #4588

Please authorize the Supervisor to sign an agreement with Comtec of WNY Inc. This agreement is for regular and emergency rates should there be a fiber optic cable service disruption. This agreement will expire on March 20, 2025.

Contract 4588 has successfully completed the Contract Routing System approval process.

3/11/2024
Consent

FINANCIAL IMPACT:

A1681-4110 on an as needed basis

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

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

February 1, 2024

Town of Amherst
5583 Main Street
Williamsville, NY 14221

The following is our list of regular and emergency response rates and out-of scope services. This includes our crews to mobilize to site and provide emergency or other out-of-scope services to repair or replace damaged fiber optic cable, conduit, innerduct, or other associated equipment/material. Pricing will be valid from March 21, 2024 and will expire on March 20, 2025

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

Note: Materials will be billed at cost plus 15%

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

Client: Town of Amherst	Comtec of WNY Inc.
(Signed)	(Signed) James W. Edwards Jr.
(Printed Name)	(Printed Name) James W Edwards Jr.
(Title)	(Title) Vice President
(Date)	(Date) 2/1/2024

Attachment: comtec (RES-2024-245 : Comtec of WNY Statement of Work, CRS #4588)

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.

Attachment: comtec (RES-2024-245 : Comtec of WNY Statement of Work, CRS #4588)

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

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

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

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

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

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

Attachment: comtec (RES-2024-245 : Comtec of WNY Statement of Work, CRS #4588)

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:

Comtec of WNY Inc.
Print Name of Company

By: James W. Edwards Jr.
Signature

James W Edwards Jr.
Printed name

Date: 2/1/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: comtec (RES-2024-245 : Comtec of WNY Statement of Work, CRS #4588)

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Comtec of WNY Inc.

Signature: James W. Edwards

Print Name: James W. Edwards Jr.

Title: Vice President

Date: 01-31-24

Sworn To Before Me This

31st Day of January, 20 24

Notary Public

JENNIFER E. LUCE
Notary Public, State of New York
Qualified in Niagara County
Reg. No. 01LU6185206
My Commission Expires April 14, 2024

Revised 4.2017

Attachment: comtec (RES-2024-245 : Comtec of WNY Statement of Work, CRS #4588)

COMTOFW-01 CZAC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/23/2023

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
Walsh Duffield Companies, Inc.
801 Main St.
Buffalo, NY 14203

CONTACT NAME: Carolyn M. Zaccour, AAI, ACSR
PHONE (A/C, No, Ext): (585) 267-8743 FAX (A/C, No):
E-MAIL ADDRESS: czaccour@walshduffield.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Selective Insurance Co. of NY	13730
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		S 2231549	11/1/2023	11/1/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		S 2231549	11/1/2023	11/1/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE			S 2231549	11/1/2023	11/1/2024	AGGREGATE	$ 5,000,000
	DED. X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Property			S 2231549	11/1/2023	11/1/2024	Bldg/Cnts	2,443,168

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cert. Holder is named as additional insured on a primary and non-contributory basis under general liability as required by written contract and additional insured under auto liability as required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Edward F. Walsh, Jr.

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ACORD 25 (2016/03)

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Attachment: comtec (RES-2024-245 : Comtec of WNY Statement of Work, CRS #4588)

NEW YORK STATE | Workers' Compensation Board

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

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

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

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

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

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

161367912

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

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

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

LNY645018001

3c. Policy effective period

10-01-2023 to 09-30-2024

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 09-05-2023 By *Elizabeth Tello*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

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

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number Name and Title

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

Attachment: comtec (RES-2024-245 : Comtec of WNY Statement of Work, CRS #4588)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Comtec of WNY Inc 6310 South Transit Road Lockport, NY 14094 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-625-8807 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 161367912
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville, NY 14221	3a. Name of Insurance Carrier Security National Insurance Company 3b. Policy Number of Entity Listed in Box "1a" SWC1384079R 3c. Policy effective period 04/01/2023 to 04/01/2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

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

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

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

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

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

Approved by: _____ 04/03/2023
(Signature) (Date)

Title: Regional Director

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-314-2000

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

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

Attachment: comtec (RES-2024-245 : Comtec of WNY Statement of Work, CRS #4588)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 28694 **RESOLUTION 2024-246** **ADOPTED**

Request to Use Additional Trust and Agency Funds - Account T4011

In February the Town Board authorized $750 in Trust and Agency funds for the purchase of assistive audio equipment (Resolution 2024-162).

At this time we respectfully request approval to spend an additional $1000 for backup equipment for Council Chambers audio visual equipment.

As of March 5, 2024 the account balance was $78,440.55.

3/11/2024
Consent

FINANCIAL IMPACT:

$1000 from Account T4011-4002

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28721 **RESOLUTION 2024-247** **ADOPTED**

To Authorize the Town Supervisor to Enter into a Subrecipient Agreement with the Town of Cheektowaga for the Management of Activities Funded through the HOME Investment Partnership Program CRS #4636

WHEREAS, the Town of Amherst acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Subrecipient Agreements with the other member towns to include a more precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Subrecipient Agreement with the Town of Cheektowaga for the 2024-25 Community Development program year.

3/11/2024
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:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Amherst

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

Brian J. Kulp
Supervisor
Daniel C. Howard, P
Planning Direc
Daniel J. Ulatowsk :P
Assistant Planning I :or

March 5, 2024

Agenda of March 11, 2024

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

Subject: Subrecipient Agreement with the Town of Cheektowaga HOME Investment Partnership Program for 2024-25 Program Year

Honorable Board Members:

The Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium in order for the three towns to qualify for direct funding under the HOME Investment Partnership (HOME) Program. In this capacity, the Town is responsible for administrative oversight in the management of the HOME grant.

The U.S. Department of Housing & Urban Development requires that the Town execute formal "Sub recipient Agreements" with each of the other towns in order to delegate responsibilities for the day-to-day management of the HOME program activities to the individual towns.

Attached for your consideration is a resolution authorizing the Town Supervisor to sign a Subrecipient Agreement with the Town of Cheektowaga.

Sincerely,

Daniel J. Ulatowski, AICP
Assistant Planning Director

Att.

X:\Community Development\New Structure\ACT CONSORTIUM\HOME Consortium Agreement\3twn Subrecipient Agreemt\2024-25\TB_Subrecipient_ltr _ Cheektowaga_2024.docx

Attachment: tb letter-cheek-03062024104356 (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

SUBRECIPIENT AGREEMENT
BETWEEN THE TOWN OF AMHERST AND THE TOWN OF CHEEKTOWAGA FOR THE USE OF HOME FUNDS

THIS AGREEMENT, entered into as of the _____ day of _____, 2024, between the Town of Amherst, a municipal corporation of the State of New York acting as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium, having an office located at 5583 Main Street, Williamsville, New York 14221, (hereinafter referred to as the "Consortium"), and the Town of Cheektowaga, a municipal corporation of the State of New York, having an office located at 3301 Broadway, Cheektowaga, New York 14227 (hereinafter referred to as "the Subrecipient").

WITNESSETH

WHEREAS, the Consortium receives an Entitlement HOME Investment Partnership Grant (herein referred to as the Grant) from the Department of Housing and Urban Development (herein referred to as HUD) for use in the Towns of Amherst, Cheektowaga and Tonawanda, and

WHEREAS, rules and regulations of HUD which govern the Grant require the lead community to contract with any other entities managing activities utilizing HOME funds, and

WHEREAS, the Subrecipient has adequate capacity to administer housing and community development activities within its jurisdiction,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. EXHIBITS INCORPORATED.
The following exhibits are attached to this Agreement and made a part hereof.

   a. Exhibit "A" - Subrecipient Responsibilities
   b. Exhibit "B" - Budget & Schedule
   c. Exhibit "C" - Certificate of Insurance (Sub-recipient)
   d. Contract Addendum

2. Time of Performance: The services of the Subrecipient shall begin April 1, 2024 and end March 31, 2025, or upon reporting as completed in the HUD IDIS of any activities undertaken by the Subrecipient under this contract.

3. Compensation for Services: The Consortium shall verify that it has HOME funds available to cover the anticipated costs of acquisition/rehabilitation/construction associated with any project included in the Annual Plan submitted to the U.S. Department of Housing and Urban Development covering the use of HOME and Community Development Block Grant funds. The Consortium will pay the Subrecipient for approved costs accrued in carrying out the acquisition, rehabilitation and reconstruction of properties selected by the Subrecipient for inclusion in this project.

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

4. Method of Payment: The Subrecipient will complete a Town of Amherst Voucher for payment of approved costs accrued in carrying out the acquisition, rehabilitation and reconstruction of properties selected by the Subrecipient for inclusion in this project.

5. Termination of Contract for Cause: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Subrecipient under this Agreement, shall, at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

6. Termination for Convenience of Consortium: The Consortium may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in this Agreement, shall at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. Remedies for Non-Compliance: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium shall thereupon have the right to impose one or any combination of the following remedies for non-compliance: (1) Temporarily withholding cash payments pending correction of the deficiency; (2) Disallowing all or part of the cost of the activity or action not in compliance; (3) Wholly or partly suspending or terminating the current award; (4) Withholding further awards; and (5) Taking other remedies that may be legally available.

8. Equal Employment Opportunity: The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. The Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Subrecipient shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Consortium may reasonably require for purposes of demonstrating compliance with this Section 8.

The Subrecipient agrees to comply with such rules, regulations, or guidelines as the Consortium may issue to implement these requirements.

9. Interest of Members: No officer, member, or employee of the Subrecipient, and no member of the governing body of the Consortium who exercises any functions or responsibilities in the review or approval of the undertaking of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association (other than the Subrecipient) in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect.

10. Assignability: The Subrecipient shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Consortium thereto: Provided however, that claims for money due or to become due to the Subrecipient from the Consortium under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Consortium.

11. Interest of the Subrecipient. The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

12. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Consortium requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Consortium, except as may be required by law or by order of a court or governmental agency with appropriate jurisdiction.

13. Officials Not to Benefit: No members of or Delegates to the Congress of the United States of America or Consortium officials or employees engaged in the administration of the

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

Grant shall be admitted to any share in the Project or part thereof or to any benefit to arise here from.

14. Conflict of Interest: No person who is an employee, agent, consultant, officer or elected official or appointed official of the Consortium or the Subrecipient who exercises or have exercised any functions or responsibilities with respect to activities assisted with HOME or Community Development Block Grant (CDBG) funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME or CDBG-assisted activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

15. Publication, Reproduction, and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Consortium shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

16. Audits and Inspections: At any time during normal business hours and as often as the Consortium may deem necessary, there shall be made available to the Consortium for examination all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient will permit the Consortium to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this Agreement. The Consortium shall commission an audit of the HOME award to be performed either on an annual or fiscal year basis as is appropriate in accordance with 24 CFR parts 44 and 45, as applicable.

17. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by the Subrecipient, or if the Subrecipient is a firm, partnership, or corporation, upon refusal of a person who is a member, partner, director, or officer of the Subrecipient when called before a Grand Jury to testify concerning any transaction or contract with the State, or any political subdivision, public authority, any public department, agency, or official thereof, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, the Subrecipient, and such other person, shall be disqualified after such refusal from selling to or submitting bids to or receiving awards from or entering into any contracts with the Consortium for goods, work or services for a period of five (5) years and this Agreement at the option of the Consortium may be cancelled or terminated without incurring any penalty or damages on account of such cancellation or termination, provided, however, that any monies owing hereunder for goods delivered or work done prior to such cancellation or termination shall be paid.

18. Program Income: Program income, if any, received by the Subrecipient will be returned to the Consortium. Proceeds from the sale of the houses shall be returned to the Consortium.

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

19. Reversion of Assets: Upon the expiration of the Agreement the Subrecipient agrees to transfer to the Consortium any HOME funds on hand at the time of expiration and any accounts receivable attributed to the use of HOME funds.

20. Private Contractors: The Subrecipient agrees that in the event it contracts with private contractors for any project or part of the project undertaken pursuant to this Agreement, it will observe the Laws of New York and Federal Government requirements as detailed in 24 CFR 92.504 and 92.505 of the HOME Regulations and applicable CDBG regulations regarding the letting of private contracts.

21. Federal and State Requirements: The Subrecipient agrees to abide by all present and future applicable New York State and Federal Government requirements in carrying out the activity described in Exhibit "A" attached hereto and made a part hereof. The Subrecipient will comply with federal Uniform Administrative Requirements referenced at 24 CFR 92.505, including OMB Circular A-122 and the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13-to-84.16, 84.21, 84.22, 84.26, 84.28, 84.30, 84.31, 84.34-to-84.37, 84.40-to- 84.48, 84.51, 84.60-to-84.62, 84.72, and 84.73.

22. Other Federal Program Requirements: The Subrecipient will carry out the activity in compliance with all federal laws described in subpart F of 24 CFR part 92 and 24 CFR part 570, as applicable.

23. Affordability: Projects assisted with HOME funds must meet the affordability requirements of federal regulations at 24 CFR 92.254 and must require repayment of the funds if the project does not meet the affordability requirements for the time period specified in said regulations. Contracts of sale for any properties utilizing HOME funds to an income-eligible homebuyer must set forth the recapture requirements to be imposed on the subject property pursuant to 24 CFR 92.254(a)(5)(ii).

24. Property Standards. The subject property must meet the property standards set forth in 24 CFR 92.251 and the lead-based paint requirements of 92.355.

25. Requests for Disbursement of Funds: The Subrecipient may not request disbursement of funds under the Agreement until funds are needed for payment of eligible costs. The amount of each request must be limited to the actual amount needed.

26. Hold Harmless and Indemnification: To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless the Consortium and its officers, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Subrecipient, any contractor or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Consortium or any of their officers, agents or employees by an employee of the Subrecipient, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

The Subrecipient agrees that in the event it contracts with private contractors for work which is funded in part or in whole pursuant to this Agreement, the Subrecipient must have an agreement from the private contractor or subcontractor to obtain contractual and General Liability insurance coverage insuring the Subrecipient and the Consortium.

Such insurance coverage shall be in full force and effect by the beginning date of any project work and continue in full force until the project work is complete, or until the release of the private contractor by the Subrecipient.

The Subrecipient has elected to become a self-insurer for liabilities formerly covered by policies of Automobile, General, Police, Public Officials and Excess Umbrella insurance. In lieu of a Certificate of Insurance, the Consortium will accept this self-insurance as evidence of the Subrecipient's intent to pay its legal obligations for meritorious Automobile, General, Police and other uninsured liability claims made against it and the Consortium to the extent provided in the Subrecipient's agreement with the Consortium. Payments for such claims are guaranteed by the full faith and credit of the Subrecipient or its districts, as applicable, and will be paid out of budgeted funds or from funded loss reserves or from the proceeds of bonds the Subrecipient is permitted to issue for the payment of claims.

The Subrecipient agrees to render to the Consortium a Certificates of Self-Insurance within a maximum of ten (10) days after project work activity begins.

27. Records and Reports: The Subrecipient agrees to begin work within a reasonable time after execution of the Agreement. It further agrees to maintain complete records pertaining to carrying out the activities, including those pertaining to costs, marketing and applicants, income determination, contracts, compliance with federal requirements and regulations and other information required by the Consortium in order to assist the Consortium in meeting its record keeping requirements.

28. Appropriations under the Act: This Agreement shall be valid only to the extent that the Federal Government appropriates monies for the project under the HOME and CDBG Programs.

Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

the amount stipulated in the 2024 Annual Action Plan as approved by the Amherst Town Board on February 5, 2024.

29. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement except that Exhibit "A" may be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for the Subrecipient's projects by notification in writing to the Consortium accompanied by a copy of a resolution approved by the Subrecipient' Board at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in conformity with applicable federal requirements.

30. Notice and Communication: Any notice, request or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent registered or certified mail, return receipt requested, to the recipient at the address designated for such party in the Agreement or to such other address as such recipient may have last designated by notice similarly given.

31. Obligations of the Subrecipient With Respect to Certain Third Party Relationships: The Subrecipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. The Subrecipient shall, by contractual requirement, covenant, or other binding commitment, assure the compliance on the part of any contractor, subcontractor, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Consortium necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Consortium's and the Town of Amherst's assurances and certifications pursuant to the HOME and Community Development Block Grant Programs.

32. This Agreement shall be null and void in the event of, and on a proportionate basis to, the withdrawal of funds by HUD for the Project. This Agreement shall be executory only to the extent that funds are made available to the Consortium pursuant to the HOME Investment Partnership Act as applied for by the Consortium for purposes of this Agreement.

33. Anti-Lobbying: To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

34. The Subrecipient will include the Section 3 Compliance in contracts funded with HOME or CDBG funds that require the Section 3 Compliance.

SECTION "3" COMPLIANCE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which amended Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. If Section 3 hiring is to be completed specifically for this contract the contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's hiring commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and locations of the person (s) taking applications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. Copies of such notices will be provided to the Town.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on this day and year first above written.

TOWN OF CHEEKTOWAGA

By: _____
Brian Nowak, Supervisor, Town of Cheektowaga

AMHERST HOME CONSORTIUM

By: _____
Brian J. Kulpa, Supervisor, Town of Amherst

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 22nd day of February, 2024, before me personally Brian Nowak, to me known, who, being by me duly sworn, did depose and say that he resides in Cheektowaga, New York , that he/she is the Town Supervisor of the Town of Cheektowaga, the municipal corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his name thereto by like order.

_____
Notary Public

CAROLE DRISCOLL
NOTARY PUBLIC STATE OF NEW YOR
QUALIFIED IN ERIE COUNTY
My Commission Expires May 2, 20

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 2024, before me personally came Brian J. Kulpa, to me known, who, being by me duly sworn, did depose and say that he/she resides in Amherst, New York that he/she is the Town Supervisor for the Town of Amherst, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he signed his name thereto by like order.

_____
Notary Public

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

EXHIBIT "A"

Project Description & Subrecipient Responsibilities

All HOME-Funded Projects

Subrecipient responsibilities:

- Enter appropriate project set-up and completion information in IDIS.
- Maintain file documentation of required HUD procedures.

Cheektowaga HOME Housing Rehabilitation

Provision of low interest or deferred-payment loans to income-eligible homeowners for necessary housing repairs; HOME program income will supplement 2019 funding.

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide credit counseling where applicable for financially challenged applicants
- prepare work write-ups for work necessary to correct code violations
- inspect assisted properties for applicable building code standards
- check Debarment List for contractor
- prepare vouchers for payment of contractor
- prepare contracts and agreements
- prepare and record liens and notes/mortgages for complete activity

Cheektowaga HOME Rental Subsidy

Creation of a HOME Rental Subsidy Program to provide a long-term deferred 0% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.

Subrecipient responsibilities:

- request new affordable rental development proposals
- review development proposals against funding criteria
- complete preliminary underwriting reviews
- issue notice to reserve funding to eligible proposals
- complete final underwriting reviews
- conduct NEPA Review
- issue loan commitment letter(s)
- ensure application of relevant HOME regulations
- prepare and oversee loan agreements, notes/mortgages, and deed restrictions
- authorize vouchers for payment
- conduct annual affordability monitoring review of HOME subsidized units

Cheektowaga HOME Acquisition/Rehabilitation CHDO

Acquisition of vacant and/or foreclosed property for rehabilitation/new construction and resale to eligible first-time homebuyer; The Town of Cheektowaga enters into a separate Subrecipient Agreement with the CHDO, University District Community Development Association, Inc. (UCDA) or another CHDO to-be-determined, for purchase and rehabilitation of single-family homes for resale to eligible first-time homebuyers in the Town of Cheektowaga.

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

Subrecipient responsibilities:

- advertise the program
- screen all Homebuyer applicants for eligibility
- assist CHDO in preparation of work write-ups for rehabilitation
- inspect assisted properties for applicable building code standards
- ensure application of relevant HOME regulations
- check Debarment List for contractor
- authorize vouchers for payment of contractor
- oversee contracts and agreements
- prepare and record liens and notes/mortgages for complete activity

Cheektowaga First Time Homebuyer Program
Provision of closing cost assistance to income-eligible first-time homebuyers through 0% deferred loans.

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide suitable counseling for first time homebuyers
- inspect any properties proposed for assistance for Housing Quality Standards (consistent with HUD Section 8 Program requirements)
- prepare appropriate paperwork for estimating closing cost assistance at closing, including any lien agreements or mortgages.

Cheektowaga HOME Administration
HOME funds for the Administration of the HOME program in Cheektowaga for staff hours charged to HOME activities will be available through 10% of FY 2024 HOME Program Income returned from previous HOME activities.

Subrecipient responsibilities:

- maintain timesheets for staff hours charged to HOME activities
- submit timesheets with invoices for HOME administration charges

The Towns of Amherst, Cheektowaga and Tonawanda, as participants in the Amherst HOME Consortium, do certify that the FY 2024 HOME Investment Partnerships Grant funds will be fully committed to qualified HOME projects/activities within 24 months of the HUD award date as per HUD Regulation 24 CFR 92.500(d), which outlines the commitment, Community Housing Development Organization (CHDO) reservation and expenditure requirements for HOME Program funds.

Fifteen days prior to the HOME 24 month compliance deadline, any remaining uncommitted funds will be re-allocated to a viable HOME activity within the Consortium as determined by the Lead Town of the Consortium.

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

EXHIBIT "B"

BUDGET & SCHEDULE

BUDGET

HOME Housing Rehabilitation
Loans for eligible single unit homeowners.

No reimbursement to be provided to the subrecipient

HOME Rental Subsidy
Loans to developers of new affordable rental housing developments for seniors;

No reimbursement to be provided to the subrecipient

HOME Acquisition/Rehabilitation/New Construction Program CHDO
Acquisition and rehabilitation/new construction of deteriorated single unit structures for resale to eligible first-time homebuyers;

No reimbursement to be provided to the subrecipient

First Time Homebuyer Assistance
HOME funds to assist first time homebuyers.

No reimbursement to be provided to the subrecipient

HOME Administration
HOME funds allocated for staff hours charged to HOME activities;

10% HOME PI funds allocated to subrecipient

SCHEDULE

HOME Housing Rehabilitation

Task: Advertise, screen applicants, process for eligible assistance, inspect properties, prepare work write-ups, review bids, prepare contracts/agreements, inspect properties for applicable building code standards.
Target Completion Date: March 31, 2025

HOME Rental Subsidy

Task: Establish Town's program policies and procedures and manage RFP process, selection of eligible developments, conduct underwriting and environmental reviews, execute loan agreements with affordability period and required deed restrictions, conduct annual affordability monitoring.
Target Completion Date: March 31, 2025

HOME Acquisition/Rehabilitation/New Construction Program CHDO

Task: Acquire vacant, deteriorated property for the express purpose of rehabilitation and resale to eligible first-time homebuyer; advertise, screen applicants, process for eligible

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

assistance, inspect properties, prepare work write-ups, review bids, prepare contracts/agreements, inspect properties for applicable building code standards.
Target Completion Date: March 31, 2025

First Time Homebuyer Assistance

Task: Advertise, screen applicants, process for eligible assistance, inspect properties for Housing Quality Standards.
Target Completion Date: March 31, 2025

HOME Administration

Task: Maintain and submit timesheets for hours or expenses charged to HOME activities;
Target Completion Date: April 1, 2024-Dec 31, 2024; Jan 1, 2025-Mar 31, 2025.

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EXHIBIT "C"
CERTIFICATE OF SELF-INSURANCE

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

Consultant Minor Exposure Addendum to Contract

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

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

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

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

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

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

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

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

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

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

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

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

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

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

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

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:

Town of Cheektowaga
Print Name of Company

By: _____
Signature

Brian Nowak, Supervisor
Printed name

Date: 2/22/2024

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
Signature

Brian J. Kulpa, Supervisor
Printed Name

Date: _____

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

The Town of Cheektowaga

CHEEKTOWAGA TOWN HALL
3301 BROADWAY
CHEEKTOWAGA, NEW YORK 14227
(716) 686-3457
FAX (716) 686-3997

TOWN ATTORNEY

February 20, 2024

Town of Amherst
5583 Main Street
Amherst, New York 14221

RE: 2024 Subrecipient Agreement Between the Town of Amherst and the Town of Cheektowaga for the Use of HOME Funds

Dear Sir/Madam:

Be advised that, on March 24, 1980, the Town of Cheektowaga elected to self-insure and pay compensation benefits to its employees in accordance with the Workers Compensation law of the State of New York. A copy of the letter from the N.Y.S. Workers Compensation Board accepting the Town as a self-insured employer is attached. Payments for such benefits are guaranteed by the full faith and credit of the Town and will be paid out of the budgeted funds or from funded loss reserves or from Excess Workers compensation insurance. Please also find attached a copy of a Certificate of Attestation of Exemption with regard to disability benefits insurance coverage.

This notice will certify that the Town of Cheektowaga has elected to become a self-insurer for liabilities formerly covered by policies of Automobile, General, Police, Public Officials and Excess Umbrella Liability insurance. A copy of the Town Board resolutions effecting self-insurance are available upon request.

In lieu of a Certificate of Insurance, please accept this notice as evidence of the Town's intent to pay its legal obligations for meritorious Automobile, General, Police and other uninsured liability claims made against it and the **TOWN OF AMHERST, NEW YORK** to the extent provided in the Town's Agreement with you.

Payments for such claims are guaranteed by the full faith and credit of the Town or its districts, as applicable, and will be paid out of budgeted funds or from funded loss reserves or from the proceeds of bonds the Town is permitted to issue for the payment of claims. I trust the above will satisfy your insurance requirements. If you have any questions, please feel free to contact me at you convenience.

Very truly yours,

TOWN OF CHEEKTOWAGA
DEPARTMENT OF LAW

JOHN M. DUDZIAK
TOWN ATTORNEY

JMD/mas

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

NEW YORK STATE | Workers' Compensation Board

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate wi not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address):	Business Applying For: Contract with Government Agency
Town of Cheektowaga 3301 Broadway St Cheektowaga, NY 14227-1088 PHONE: 716-686-3457 FEIN: XXXXX2209	From: County of Erie

Workers' Compensation Exemption Statement:

The applicant is NOT applying for a workers' compensation certificate of attestation of exemption and will show a separate certificate of NYS workers' compensation insurance coverage.

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The applicant is a political subdivision that is legally exempt from providing statutory disability and/or paid family leave benefits coverage.

I, Anthony J. Vesona, am the Secretary with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm tha I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE | **Signature:** Anthony J. Vesona | **Date:** FEBRUARY 20, 2024

Exemption Certificate Number
2024-011391

Received
February 20, 2024
NYS Workers' Compensation Board

CE-200 01/2018

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

NEW YORK STATE | Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

EXECUTIVE DIRECTOR
STEVEN M. SCOTTI

NOTICE OF COMPLIANCE
AS SELF INSURER UNDER THE NEW YORK STATE
WORKERS' COMPENSATION LAW

Name: Cheektowaga, Town of

WCB #: W811509

Tax ID #: 16-6002209

Qual Date: 3/30/1980

The above-named employer has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.

Status Confirmed By
Lauren Montgomery
WC Examiner
1/2/2024

Attachment: cheektowaga agreement (RES-2024-247 : Subrecipient Agreement with the Town of Cheektowaga CRS #4636)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 28722 **RESOLUTION 2024-248** **ADOPTED**

To Authorize the Town Supervisor to Enter into a Subrecipient Agreement with the Town of Tonawanda for the Management of Activities Funded through the HOME Investment Partnership Program CRS #4657

WHEREAS, the Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium; and

WHEREAS, the U.S. Department of Housing and Urban Development requires that the Town execute annual Subrecipient Agreements with the other member towns to include a precise description of the allocation of responsibilities for managing projects utilizing HOME funds;

NOW, THEREFORE, BE IT RESOLVED, that subject to the satisfactory completion of the contract routing process, the Town Board of the Town of Amherst authorizes the Supervisor to enter into a Subrecipient Agreement with the Town of Tonawanda for the 2024-25 Community Development program year.

3/11/2024

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:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Amherst

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

Brian J. Kulp
Supervisor
Daniel C. Howard,
Planning Direc
Daniel J. Ulatowski
Assistant Planning I

March 5, 2024

Agenda of March 11, 2024

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

Subject: Subrecipient Agreement with the Town of Tonawanda HOME Investment Partnership Program for 2024-25 Program Year

Honorable Board Members:

The Town acts as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium in order for the three towns to qualify for direct funding under the HOME Investment Partnership (HOME) Program. In this capacity, the Town is responsible for administrative oversight in the management of the HOME grant.

The U.S. Department of Housing & Urban Development requires that the Town execute formal "Subrecipient Agreements" with each of the other towns in order to delegate responsibilities for the day-to-day management of the HOME program activities to the individual towns.

Attached for your consideration is a resolution authorizing the Town Supervisor to sign a Subrecipient Agreement with the Town of Tonawanda.

Sincerely,

Daniel J. Ulatowski, AICP
Assistant Planning Director

X:\Community Development\New Structure\ACT CONSORTIUM\HOME Consortium Agreement\3twn Subrecipient Agreemt\2024-25\TB_Subrecipient_ ltr _ Tonawanda_2024.docx

Attachment: signed tb letter-ton.-3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

SUBRECIPIENT AGREEMENT

BETWEEN THE TOWN OF AMHERST AND THE TOWN OF TONAWANDA FOR THE USE OF HOME FUNDS

THIS AGREEMENT, entered into as of the _____day of _____, 2024, between the Town of Amherst, a municipal corporation of the State of New York acting as lead community for the Amherst-Cheektowaga-Tonawanda HOME Consortium, having an office located at 5583 Main Street, Williamsville, New York 14221, (hereinafter referred to as the "Consortium"), and the Town of Tonawanda, a municipal corporation of the State of New York, having an office located at 2919 Delaware Avenue, Kenmore, New York 14217 (hereinafter referred to as "the Subrecipient").

WITNESSETH

WHEREAS, the Consortium receives an Entitlement HOME Investment Partnership Grant (herein referred to as the Grant) from the Department of Housing and Urban Development (herein referred to as HUD) for use in the Towns of Amherst, Cheektowaga and Tonawanda; and,

WHEREAS, rules and regulations of HUD which govern the Grant require the lead community to contract with any other entities managing activities utilizing HOME funds; and,

WHEREAS, the Subrecipient has adequate capacity to administer housing and community development activities within its jurisdiction.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. EXHIBITS INCORPORATED.
   The following exhibits are attached to this Agreement and made a part hereof.
   a. Exhibit "A" - Subrecipient Responsibilities
   b. Exhibit "B" - Budget & Schedule
   c. Exhibit "C" - Certificate of Self-Insurance (Sub-recipient)
   d. Contract Addendum

2. Time of Performance: The services of the Subrecipient shall begin April 1, 2024 and end March 31, 2025, or until any activities undertaken by the Subrecipient under this contract are reported in the HUD IDIS as completed.

3. Compensation for Services: The Consortium shall verify that it has HOME funds available to cover the anticipated costs associated with any project included in the Annual Plan submitted to the U.S. Department of Housing and Urban Development covering the use of HOME funds. This Subrecipient Agreement provides no monetary compensation to the Subrecipient for activities it undertakes to advance any HOME funded projects within its jurisdiction.

4. Method of Payment: All payments for HOME-funded activities within the Subrecipient's jurisdiction will be made to the Consortium's Community Housing Development Organization (CHDO), or New Opportunities Community Housing Development Corp. and will be covered under a separate contract with that agency by the Consortium.

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

5. Termination of Contract for Cause: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Subrecipient under this Agreement, shall, at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

6. Termination for Convenience of Consortium: The Consortium may terminate this Agreement at any time by giving written notice to the Subrecipient of such termination and specifying the effective date of such termination, at least thirty (30) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials as described in this Agreement, shall at the option of the Consortium, become its property and the Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. Remedies for Non-Compliance: If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Subrecipient shall violate any of the covenants, agreements, or stipulations of this Agreement, the Consortium shall thereupon have the right to impose one or any combination of the following remedies for non-compliance: (1) Temporarily withholding cash payments pending correction of the deficiency; (2) Disallowing all or part of the cost of the activity or action not in compliance; (3) Wholly or partly suspending or terminating the current award; (4) Withholding further awards; and (5) Taking other remedies that may be legally available.

8. Equal Employment Opportunity: The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. The Subrecipient shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include, but not be limited to the following: employment, upgrading, demotions or transfers, recruitment advertising; layoffs or terminations; rates of pay or other forms of compensation; selection for training including apprenticeship; and participation in recreational and educational activities.

The Subrecipient agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this non-discrimination clause. The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap, familial status, national origin or because he or she is a disabled veteran or veteran of the

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Vietnam era. The Subrecipient will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions will be binding upon each subcontractor provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Subrecipient shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the Consortium may reasonably require for purposes of demonstrating compliance with this Section 8.

The Subrecipient agrees to comply with such rules, regulations, or guidelines as the Consortium may issue to implement these requirements.

9. Interest of Members: No officer, member, or employee of the Subrecipient, and no member of the governing body of the Consortium who exercises any functions or responsibilities in the review or approval of the undertaking of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association (other than the Subrecipient) in which he is, directly or indirectly interested or has any personal or pecuniary interest, direct or indirect.

10. Assignability: The Subrecipient shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Consortium thereto: Provided however, that claims for money due or to become due to the Subrecipient from the Consortium under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Consortium.

11. Interest of the Subrecipient. The Subrecipient covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. The Subrecipient further covenants that in the performance of this Agreement no person having any such interest shall be employed.

12. Findings Confidential: Any reports, information, data, etc., given to or prepared or assembled by the Subrecipient under this Agreement which the Consortium requests to be kept confidential shall not be made available to any individual or organization by the Subrecipient without the prior written approval of the Consortium, except as may be required by law or by order of a court or governmental agency with appropriate jurisdiction.

13. Officials Not to Benefit: No members of or Delegates to the Congress of the United States of America or Consortium officials or employees engaged in the administration of the Grant shall be admitted to any share in the Project or part thereof or to any benefit to arise here from.

14. Conflict of Interest: No person who is an employee, agent, consultant, officer or elected official or appointed official of the Consortium or the Subrecipient who exercises or have exercised any functions or responsibilities with respect to activities assisted with HOME or Community Development Block Grant (CDBG) funds or who is in a position to participate in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME or CDBG-assisted

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

15. Publication, Reproduction, and Use of Material: No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Consortium shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement.

16. Audits and Inspections: At any time during normal business hours and as often as the Consortium may deem necessary, there shall be made available to the Consortium for examination all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient will permit the Consortium to audit, examine and make excerpts of transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel conditions of employment and other data relating to all matters covered by this Agreement. The Consortium shall commission an audit of the HOME award to be performed either on an annual or fiscal year basis as is appropriate in accordance with 24 CFR parts 44 and 45, as applicable.

17. Refusal to Testify, Grounds for Cancellation, Disqualification: Upon refusal by the Subrecipient, or if the Subrecipient is a firm, partnership, or corporation, upon refusal of a person who is a member, partner, director, or officer of the Subrecipient when called before a Grand Jury to testify concerning any transaction or contract with the State, or any political subdivision, public authority, any public department, agency, or official thereof, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, the Subrecipient, and such other person, shall be disqualified after such refusal from selling to or submitting bids to or receiving awards from or entering into any contracts with the Consortium for goods, work or services for a period of five (5) years and this Agreement at the option of the Consortium may be cancelled or terminated without incurring any penalty or damages on account of such cancellation or termination, provided, however, that any monies owing hereunder for goods delivered or work done prior to such cancellation or termination shall be paid.

18. Program Income: Program income, if any, received by the Subrecipient will be returned to the Consortium. Proceeds from the sale of the houses shall be returned to the Consortium.

19. Reversion of Assets: Upon the expiration of the Agreement the Subrecipient agrees to transfer to the Consortium any HOME funds on hand at the time of expiration and any accounts receivable attributed to the use of HOME funds.

20. Private Contractors: The Subrecipient agrees that in the event it contracts with private contractors for any project or part of the project undertaken pursuant to this Agreement, it will observe the Laws of New York and Federal Government requirements as detailed in 24 CFR 92.504 and 92.505 of the HOME Regulations and applicable CDBG regulations regarding the letting of private contracts.

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21. Federal and State Requirements: The Subrecipient agrees to abide by all present and future applicable New York State and Federal Government requirements in carrying out the activity described in Exhibit "A" attached hereto and made a part hereof. The Subrecipient will comply with federal Uniform Administrative Requirements referenced at 24 CFR 92.505, including OMB Circular A-122 and the following requirements of 24 CFR Part 84: 84.2, 84.5, 84.13-to-84.16, 84.21, 84.22, 84.26, 84.28, 84.30, 84.31, 84.34-to-84.37, 84.40-to- 84.48, 84.51, 84.60-to-84.62, 84.72, and 84.73.

22. Other Federal Program Requirements: The Subrecipient will carry out the activity in compliance with all federal laws described in subpart F of 24 CFR part 92 and 24 CFR part 570, as applicable.

23. Affordability: Projects assisted with HOME funds must meet the affordability requirements of federal regulations at 24 CFR 92.254 and must require repayment of the funds if the project does not meet the affordability requirements for the time period specified in said regulations. Contracts of sale for any properties utilizing HOME funds to an income-eligible homebuyer must set forth the recapture requirements to be imposed on the subject property pursuant to 24 CFR 92.254(a)(5)(ii).

24. Property Standards. The subject property must meet the property standards set forth in 24 CFR 92.251 and the lead-based paint requirements of 92.355.

25. Requests for Disbursement of Funds: The Subrecipient may not request disbursement of any HOME funds under this Subrecipient Agreement.

26. Hold Harmless and Indemnification: To the fullest extent permitted by law, the Subrecipient shall defend, indemnify, and hold harmless the Consortium and its officers, agents and employees from and against all claims, damages, losses and expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claims, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Subrecipient, any contractor or subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Consortium or any of their officers, agents or employees by an employee of the Subrecipient, any contractor or subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the foregoing indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation acts, disability benefit acts or other employee benefit acts.

The Subrecipient agrees that in the event it contracts with private contractors for work which is funded in part or in whole pursuant to this Agreement, the Subrecipient must have an agreement from the private contractor or subcontractor to obtain contractual and General Liability insurance coverage insuring the Subrecipient and the Consortium.

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Such insurance coverage shall be in full force and effect by the beginning date of any project work and continue in full force until the project work is complete, or until the release of the private contractor by the Subrecipient.

The Subrecipient has elected to become a self-insurer for liabilities formerly covered by policies of Automobile, General, Police, Public Officials and Excess Umbrella insurance. In lieu of a Certificate of Insurance, the Consortium will accept this self-insurance as evidence of the Subrecipient's intent to pay its legal obligations for meritorious Automobile, General, Police and other uninsured liability claims made against it and the Consortium to the extent provided in the Subrecipient's agreement with the Consortium. Payments for such claims are guaranteed by the full faith and credit of the Subrecipient or its districts, as applicable, and will be paid out of budgeted funds or from funded loss reserves or from the proceeds of bonds the Subrecipient is permitted to issue for the payment of claims.

The Subrecipient agrees to render to the Consortium Certificates of Self-Insurance within a maximum of ten (10) days after project work activity begins.

27. Records and Reports: The Subrecipient agrees to begin work within a reasonable time after execution of the Agreement. It further agrees to maintain complete records pertaining to carrying out the activities, including those pertaining to costs, marketing and applicants, income determination, contracts, compliance with federal requirements and regulations and other information required by the Consortium in order to assist the Consortium in meeting its record keeping requirements.

28. Appropriations under the Act: This Agreement shall be valid only to the extent that the Federal Government appropriates monies for the project under the HOME and CDBG Programs.

Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2024 Annual Action Plan as approved by the Amherst Town Board on February 5, 2024.

29. Amendment: This contract may be amended only by written instruments executed by the parties to this Agreement except that Exhibit "A" may be amended to add, delete and/or modify projects and project budgets within the amount of funding allocated for the Subrecipient's projects by notification in writing to the Consortium accompanied by a copy of a resolution approved by the Subrecipient' Board at a duly called meeting authorizing such additions, deletions and/or modifications. Such amendment shall be in conformity with applicable federal requirements.

30. Notice and Communication: Any notice, request or other communication required or permitted to be given hereunder shall be in writing and delivered personally or sent registered or certified mail, return receipt requested, to the recipient at the address designated for such party in the Agreement or to such other address as such recipient may have last designated by notice similarly given.

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

31. Obligations of the Subrecipient With Respect to Certain Third Party Relationships: The Subrecipient shall remain fully obligated under the provisions of this Agreement not withstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. The Subrecipient shall, by contractual requirement, covenant, or other binding commitment, assure the compliance on the part of any contractor, subcontractor, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Consortium necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Consortium's and the Town of Amherst's assurances and certifications pursuant to the HOME and Community Development Block Grant Programs.

32. This Agreement shall be null and void in the event of, and on a proportionate basis to, the withdrawal of funds by HUD for the Project. This Agreement shall be executory only to the extent that funds are made available to the Consortium pursuant to the HOME Investment Partnership Act as applied for by the Consortium for purposes of this Agreement.

33. Anti-Lobbying: To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

34. The Subrecipient will include the Section 3 Compliance in contracts funded with HOME or CDBG funds that require the Section 3 Compliance.

SECTION "3" COMPLIANCE

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance of HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which amended Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

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C. If Section 3 hiring is to be completed specifically for this contract the contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's hiring commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and locations of the person (s) taking applications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. Copies of such notices will be provided to the Town.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

E. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

F. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

TOWN OF TONAWANDA

By: Gina Santa Maria
Joseph H. Emminger, Supervisor, Town of Tonawanda
Gina Santa Maria, Deputy Supervisor

AMHERST HOME CONSORTIUM

By: _____
Brian J. Kulpa, Supervisor, Town of Amherst

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this 27 day of February, 2024, before me personally ~~Joseph H. Emminger~~ GINA SANTA MARIA, DEPUTY SUPERVIS, to me known, who, being by me duly sworn, did depose and say that he/she resides in Tonawanda, New York , that he/she is the Town Supervisor of the Town of Tonawanda, the municipal corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his/her name thereto by like order.

VINCENT C. LAUGHLIN
No. 01LA6421904
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 09/13/2025

Notary Public

MUNICIPAL ACKNOWLEDGMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On this _____ day of _____, 2024, before me personally came Brian J. Kulpa, to me known, who, being by me duly sworn, did depose and say that he/she resides in Amherst, New York that he/she is the Town Supervisor for the Town of Amherst, the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board; that he/she signed his/her name thereto by like order.

_____
Notary Public

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

EXHIBIT "A"

Project Description & Subrecipient Responsibilities

All HOME-Funded Projects

Subrecipient responsibilities:

- Enter appropriate project set-up and completion information in IDIS
- Maintain file documentation of required HUD procedures

Acquisition/New Construction/Rehabilitation Program

Acquisition of single-family home which is for sale on the open market or foreclosed using prior year program income and FY 2024 HOME funds. The home will be constructed on Town owned vacant land and sold to income-eligible first-time homebuyers.

Subrecipient responsibilities:

- The Town of Tonawanda enters into a separate Subrecipient Agreement with a developer or CHDO, for new construction or rehabilitation of a single-family home for first-time homebuyers in the Town of Tonawanda.
- advertise the program
- screen all Homebuyer applicants for eligibility
- provide suitable counseling for first time homebuyer applicants
- inspect properties for applicable building code standards
- ensure application of relevant HOME regulations
- oversee contracts and agreements
- provide and record liens and notes/mortgages

Town-wide-First-Time Homebuyer Program

Provision of closing cost assistance to income-eligible first-time homebuyers through 0% deferred loans;

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide suitable counseling for first time homebuyer applicants
- inspect properties for applicable building code standards
- ensure application of relevant HOME regulations

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

Town-wide Residential Rehabilitation-Single Unit Program

Provision of deferred-payment loans to income-eligible homeowners.
HOME program income will supplement FY 2024 HOME funds.

Subrecipient responsibilities:

- advertise the program
- screen all applicants for eligibility
- provide credit counseling where applicable for financially challenged applicants
- prepare work write-ups for work necessary to correct code violations
- inspect properties for applicable building code standards
- ensure application of relevant HOME regulations

Tonawanda HOME Rental Subsidy

Creation of a HOME Rental Subsidy Program to provide a long-term deferred 1% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.

Subrecipient responsibilities:

- request new affordable rental development proposals
- review development proposals against funding criteria
- complete preliminary underwriting reviews
- issue notice to reserve funding to eligible proposals
- complete final underwriting reviews
- conduct NEPA Review
- issue loan commitment letter(s)
- ensure application of relevant HOME regulations
- prepare and oversee loan agreements, notes/mortgages, and deed restrictions
- authorize vouchers for payment
- conduct annual affordability monitoring review of HOME subsidized units
- Tonawanda HOME Administration

HOME funds allocated to the Administration of the HOME program in Tonawanda for staff hours charged to HOME activities will be available through 10% of the FY 2023 HOME Program Income returned from previous HOME activities.

Subrecipient responsibilities:

- maintain timesheets for staff hours charged to HOME activities
- submit timesheets with invoices for HOME administration charges

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

The Towns of Amherst, Cheektowaga and Tonawanda, as participants in the Amherst HOME Consortium, do certify that the FY 2024 HOME Investment Partnerships Grant funds will be fully committed to qualified HOME projects/activities within 24 months of the HUD award date as per HUD Regulation 24 CFR 92.500(d), which outlines the commitment, Community Housing Development Organization (CHDO) reservation and expenditure requirements for HOME Program funds.

Fifteen days prior to the HOME 24 month compliance deadline, any remaining uncommitted funds will be re-allocated to a viable HOME activity within the Consortium as determined by the Lead Town of the Consortium.

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

EXHIBIT "B"
BUDGET & SCHEDULE

BUDGET

(A) **Acquisition-New Construction-Rehabilitation– First-Time Homebuyer Program:**
HOME funding for new construction of single-unit housing for purchasers in the first-time homebuyer program.
No reimbursement to be provided to subrecipient.

(B) **Townwide – First-Time Homebuyer Program Existing Homes:**
HOME funding for closing costs assistance for purchasers of existing single-unit housing through the first-time homebuyer activity.
No reimbursement to be provided to subrecipient.

(C) **Residential Rehabilitation – Single Unit:**
HOME funding for rehabilitation of owner-occupied single-unit housing.
No reimbursement to be provided to subrecipient.

(D) **Tonawanda HOME Program Administration**
HOME funds allocated for staff hours charged to HOME activities
10% PI allocated to subrecipient

(E) **Tonawanda HOME Rental Subsidy**
Creation of a HOME Rental Subsidy Program to provide a long-term deferred 1% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.
No reimbursement to be provided to subrecipient.

SCHEDULE

Residential Rehabilitation – Single Unit:

Task:
- Screen applicants for program and income eligibility;
- Preparation of specifications, mitigate lead based paint, and inspect properties to ensure compliance with appropriate building codes.

Target Completion Date: March 31, 2025

First-Time Homebuyer Program:

Task: Screen applicants for program and income eligibility for closing costs assistance, ensure the home is in compliance with appropriate building codes and no lead paint hazards present.
Target Completion Date: March 31, 2025

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

Tonawanda HOME Rental Subsidy

Task:

- Creation of a HOME Rental Subsidy Program to provide a long-term deferred 1% loan towards the construction of new affordable rental housing developments serving LMI seniors, disabled, special populations.

Target Completion Date: March 31, 2025

Acquisition-New Construction-Rehabilitation–First-Time Homebuyer Program:

Task:

- Acquire or secure property (if available) for the express purpose of new construction for resale to eligible first time homebuyer;
- Screen applicants for program and income eligibility;
- Preparation of specifications, mitigate lead based paint, and inspect properties to ensure compliance with appropriate building codes.

Target Completion Date: March 31, 2025

Tonawanda HOME Program Administration

Task: Maintain timesheets for staff hours charged to HOME activities.
Target Completion Date: April 1, 2024-Dec 31, 2024; Jan 1, 2025-March 31, 2025

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

EXHIBIT "C"
CERTIFICATE OF SELF-INSURANCE

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

Office of the Clerk
Marguerite Greco

TOWN OF TONAWANDA

Self-Insurance Notice

This Notice will certify that, due to the unavailability or excessive cost of certain insurances as of September 15, 1985, the Town of Tonawanda has elected to become a self-insurer for liabilities formerly covered under policies of Automobile, Comprehensive General, Police Professional Liability and Workman's Compensation insurance.

In lieu of a Certificate of Insurance, please accept this Notice as evidence of the Town's intent to pay its legal obligations for meritorious Automobile, General, Police Professional Liability and Workman's Compensation claims made against it.

Payments for loss will be guaranteed by the full faith and credit of the Town or its districts, as applicable, and will be paid out of current budgeted funds or, if insufficient, from funded loss reserves or from the proceeds of Bonds which current laws permit the Town to issue to pay claims against it.

Marguerite Greco

Marguerite Greco, Town Clerk
Town of Tonawanda

January 1, 2024 Through December 31, 2024

2919 Delaware Ave., Municipal Building Room 14, Kenmore, New York 14217-2308
Phone: (716) 877-8800 • Fax (716) 877-0578 • Internet: http://www.tonawanda.ny.us/townclerk

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

Consultant Minor Exposure Addendum to Contract

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

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:

Town of Tonawanda
Print Name of Company

By: Gina SantaMaria
Signature

Joseph H. Emminger, Supervisor
Printed name Gina SantaMaria Deputy Supervisor

Date: 2/26/24

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
Signature

Brian J. Kulpa, Supervisor
Printed name

Date: _____

Attachment: Tonawanda_agreement_3.11.24 (RES-2024-248 : Subrecipient Agreement with the Town of Tonawanda CRS #4657)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 28688 **RESOLUTION 2024-249** **ADOPTED**

Contract Amendment Psychological Testing for Police Officers (Original CRS #4032/CRS #4587) University Psychiatric Practice, Inc.

TOWN BOARD AGENDA ITEM: MARCH 11, 2024

TO: **Town Board**

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

RE: **Contract Amendment**
Psychological Testing for Police Officers
(Original CRS #4032/CRS #4587)
University Psychiatric Practice, Inc.

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract amendment between the Town of Amherst (Police) and University Psychiatric Practice, Inc. with regard to the above-entitled matter. The original contract (CRS #4032) was approved on May 8, 2023 (TB Resolution #2023-450). This contract amendment allows for a two year time extension of the original contract. This contract amendment has successfully completed the Contract Routing System.

Thank you.

SPC:msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: March 11, 2024)**

3/11/2024
Consent

FINANCIAL IMPACT:

A 3120 .4090: TBD

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

Attachment: Signed Amherst Police Department and UPP 1st Amendment 2024 Final (RES-2024-249 : Contract Amendment: Psychological

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") to the Independent Contractor Agreement by and between **TOWN OF AMHERST**, a municipal corporation, 5583 Main Street, Williamsville, NY 14221 through the **AMHERST POLICE DEPARTMENT**, with administrative offices located at 500 John James Audubon Parkway, Amherst, NY 14228 and **UNIVERSITY PSYCHIATRIC PRACTICE, INC.,** a New York university faculty practice corporation with offices at 462 Grider Street, Buffalo, New York 14215 ("UPP"), is made as of May 1, 2024 ("First Amendment Effective Date").

WHEREAS, the parties have previously entered into the Independent Contractor Agreement dated May 10, 2023 (the "Agreement"), pursuant to which UPP furnishes psychological evaluations for police officer candidates; and

WHEREAS, the parties wish to amend the Agreement to reflect the changes as set forth below;

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

1. Section 2; TERM, is replaced with the following language: "This Agreement shall be effective for a term of two (2) years commencing on May 1, 2024, unless otherwise terminated as set forth herein."

2. Except as otherwise set forth in this First Amendment, the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed by their duly authorized representatives as of the date first above written.

Town of Amherst

By: _____
Brian Kulpa
Town Supervisor

Date: _____

University Psychiatric Practice

By: _____
Beth Smith, MD
Interim President

Date: 2/13/2024

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28695 **RESOLUTION 2024-250** **ADOPTED**

Gorman Rupp Pump Parts Siewert Equipment, LLC CRS - 4645

The Engineering Department WPCF is seeking approval to order pump parts to repair Gorman Rupp pumps within our plant and throughout the Town of Amherst in our lift stations. Gorman Rupp original equipment manufactured parts are available through a "Sole Source" provider, which is Siewert Equipment, LLC.

The WPCF is requesting that the Town Board authorize the Supervisor to sign an agreement to procure the require parts listed on Siewert Equipment quote QTRoch07234, Dated 02/23/2024 at the cost of $29,915.30 plus freight.

The WPCF would also ask the Town Board for a waiver from insurance requirements, as Siewert Equipment would utilize a third party delivery service.

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

Funds will be available in G9916-4929 & 2600

Thank you for considering this request.

3/11/2024
Consent

FINANCIAL IMPACT:

G9916-4929 & 2600, ~ $29,915.30 plus freight

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

AGREEMENT

Let this document stand as an Agreement between Siewert Equipment, LLC and the Town of Amherst permitting the Town of Amherst to purchase the Gorman Rupp pump parts listed on the attached quote QTRoch07234, dated 2/23/2024. The term of this contract will be from date of Town Board approval by the Town of Amherst through May 23, 2024.

Agreed to and Accepted by:

Siewert Equipment, LLC.

By: _____
Signature

Brian Ellsworth
Printed name

Parts Manager
Title

Date: 2/27/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Siewert Sole Source Procurement (RES-2024-250 : Gorman Rupp Pump Parts)

SIEWERT EQUIPMENT
A Division Of
CUMMINS-WAGNER
100% Employee Owned

QUOTATION

Quote No. QTRoch07234
Attention: Tom Dean
Order Date 02/23/2024

Siewert Equipment
175 Akron Street
Rochester NY 14609
United States

Phone: (585) 482-9640
FAX: (585) 482-4149

Ship To:
TOWN OF AMHERST WATER POLLUTION CONTROL FACILITY
455 Tonawanda Creek Rd
Amherst NY 14228-1297
United States

Bill To:
TOWN OF AMHERST WATER POLLUTION CONTROL FACILITY
455 Tonawanda Creek Rd
Amherst NY 14228-1297
United States

Customer	Quoted By	Sales Rep
201077 TOWN OF AMHERST WWTP#16	Brian Ellsworth	Craig Moore
Payment Terms	**Instructions**	**VIA**
Net 30		

Thank you, for allowing Siewert Equipment to provide you with the following information for your Gorman Rupp pump stations.

LN	Item	Description	Quantity	Unit Price	Ext. Price
1	44163-261	ROTATING ELEMENT T4A3SB *Elements are in stock at Siewert or factory stock at Gorman Rupp	4	4,525.95	18,103.80
2	44163-263	ROTATING ELEMENT T6A3SB *Non stock at factory. Estimated 3-4 week leadtime.	2	5,905.75	11,811.50
3	Description	Elements will need to be shipped via truck. If ordered please let us know if there is a preference of how they are shipped. ***THIS IS NOT AN INVOICE*** ADDITIONAL CHARGES MAY APPLY			

SUBTOTAL	29,915.30
TAX	0.00
SHIPPING	0.00
ORDER TOTAL	$ 29,915.30

The prices are firm for 30 days from the date of this quotation. Standard Credit Terms are Net 30 days from date of invoice with approved credit. Invoices not paid within this period are subject to a 1¼ % monthly service charge. Freight terms are F.O.B. Factory, Prepay and Add. Does not include any applicable local or state taxes. Order is subjected to a 3% processing fee if paying via credit card. Price quoted does not apply to credit card payments. Please request a revised quote if you need the option to pay by credit card.

Quoted prices are subject to change based on market conditions until a PO is accepted.
Cummins-Wagner terms and conditions applicable to th s document are found on our website at www.cummins-wagner.com

Attachment: Siewert Sole Source Procurement (RES-2024-250 : Gorman Rupp Pump Parts)

GORMAN-RUPP PUMPS

January 3, 2024

To: Whom It May Concern

Subject: Distributor for Municipal Engineered Systems Water and Wastewater Market

The Gorman-Rupp Company is a world leader in the production of pumps and engineered equipment for diversified markets. Our marketing strategy has been to establish a network of factory authorized distributorships trained to apply equipment unique to specific hydraulic applications. Some examples of these are construction, petroleum, industrial, water and wastewater. Our distributors are specialists and very knowledgeable within their defined market area and dedicated to helping you select and maintain the proper equipment for your application.

Please be advised Siewert Equipment is the sole authorized distributor for Municipal Water and Wastewater Pumps, Lift Stations and parts for the territory defined below:

New York: The following counties in the State of New York: Albany, Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Columbia, Cortland, Delaware, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Otsego, Putnam, Rensselaer, Rockland, Saint Lawrence, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, and Yates.

Siewert Equipment is responsible for supplying all Gorman-Rupp pumps and Gorman-Rupp parts used in municipal water and wastewater lift stations or treatment plants, including individual units installed in municipal collection systems.

Siewert Equipment
175 Akron Street
Rochester, NY 14609
Telephone: 585.482.9640

This letter is valid from this date forward until such time Gorman-Rupp identifies a new Municipal distributor for your location, if the need arises. All previous letters you may have been provided are superseded by this letter.

We thank you for your interest in Gorman-Rupp products and look forward to working with you in any upcoming projects.

Vincent Baldasare
Sales Manager – Engineered Systems

VB: dd

Attachment: Siewert Sole Source Procurement (RES-2024-250 : Gorman Rupp Pump Parts)

Addendum to Contract VENDOR NOT ON SITE

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. 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.

5. 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.

Attachment: Siewert Sole Source Procurement (RES-2024-250 : Gorman Rupp Pump Parts)

6. 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.

7. 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.

8. 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.

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:

Siewert Equipment
Print Name of Company

By: _____
Signature

Brian Ellsworth
Printed name

Date: 2/27/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Siewert Sole Source Procurement (RES-2024-250 : Gorman Rupp Pump Parts)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Siewert Equipment

Signature: [signature]

Print Name: Brian Ellsworth

Title: Parts Manager

Date: 2/27/24

Revised 8 2023

Attachment: Siewert Sole Source Procurement (RES-2024-250 : Gorman Rupp Pump Parts)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28696 **RESOLUTION 2024-251** **ADOPTED**

TOA Bid 2023046 Calcium Nitrate, Bid Extension Thatcher Company of New York, Inc. (Original CRS #4413/CRS #4640)

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with Thatcher Company of New York, Inc. The terms and conditions within Town of Amherst Bid 2023046 Calcium Nitrate will remain the same. The term of this contract extension will run from June 06, 2024 and run through December 05, 2024.

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

Funds for this request are available in G9916-4800

Thank you for considering this request.

3/11/2024
Consent

FINANCIAL IMPACT:

G9916-4800

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

AGREEMENT

Let this document stand as an Agreement between Thatcher Company of New York, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with Thatcher Company of New York, Inc. for an additional six months. Both parties mutually agree that the terms and conditions specified in the executed contract, TOA Bid 2023046 Calcium Nitrate would remain the same. The term of this contract extension will be from June 6, 2024 through December 06, 2024 and effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
Thatcher Company of New York, Inc.

By: _____
Signature

Michael T. Mitchell
Printed name

President
Title

Date: February 12, 2024

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: TOA Bid 2023046 Calcium Nitrate, Bid Extension (RES-2024-251 : TOA Bid 2023046 Calcium Nitrate, Bid Extension (Original CRS

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28697 **RESOLUTION 2024-252** **ADOPTED**

WPCF – OSHA Safety Training Classes Dival Safety Equipment, Inc. CRS - 4608

The Engineering Department-Water Pollution Control Facility Division is currently seeking Town Board approval to authorize the Supervisor to sign the attached agreement with Dival Safety Equipment, Inc. This would be for the training services listed on the attached quote dated January 30, 2024 with a cost of $8,225.00. This contract will be valid from date of Town Board Approval by the Town of Amherst through September 30, 2024.

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

Funds for this request are available in G9916-4850/4870

Thank you for considering this request.

3/11/2024
Consent

FINANCIAL IMPACT:

G9916-4850/4870

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

AGREEMENT

Let this document stand as an Agreement between Dival Safety Equipment, Inc. and the Town of Amherst permitting the Town of Amherst to procure the OSHA required trainings certifications listed on the attached quote dated January 30, 2024. The term of this contract will be effective the date of Town Board approval by the Town of Amherst through September 30, 2024.

Agreed to and Accepted by:
DIVAL SAFETY EQUIPMENT, INC.

By: Judy A Trent
Signature

Judy A Trent
Printed name

Corporate Safety + Training Mgr.
Title

2-16-24
Date

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

_____
Date

Attachment: WPCF Dival SafetyTraining Classes (RES-2024-252 : WPCF – OSHA Safety Training Classes)

Devoted to the safety of your employees and committed to the bottom line of our partners

DiVAL for Life

January 30, 2024

Valid Through: 09/30/24

Daric Will
Town of Amherst Engineering
Acct: 01-10330
1100 North Forest Road
Williamsville, New York 14221

QUOTE FOR SERVICES

ST040 **Arc Flash Awareness** **$ 275.00 per class**

Arc Flash Training Class - AWARENESS level. Class length: 1 hr. Class size maximum: 30 students. To be performed at client's location in Amherst, NY, M-F, 7a-5p. Class days and times outside those listed may incur an additional fee.

ST020 **Basic Electrical Safety** **$ 275.00 per class**

Electrical Safety Training class - AWARENESS Level. Class length: Apx. 1 hr. Class size maximum: 30 students. To be performed at client's location in Amherst, NY. M-F, 7a-5p. Class days and times outside those listed may incur an additional fee.

ST007 **Lockout / Tagout Safety Training Class** **$ 275.00 per class**

Lockout/Tagout (LOTO) Authorized/Affected/Other Safety training class. OSHA1910.147. Class length: Apx. 1 hr. Does NOT include testing on specific lockout/tagout procedure(s) (If service is desired, additional fee and time apply, please call for pricing).To be held at the client's location in Amherst, NY. M-F, 7a-5p. Class days and times outside those listed may incur an additional fee.

OSHA10- **OSHA 10 hour course for (Construction or General Industry)** **$ 2,450.00 per class**

OSHA 10 hr for XXX Training class. To be performed over Two (2) Days at client's location in Amherst, NY. M-F, 7a-5p . Days and times outside those listed may incur an additional fee. Class size limit: 30 students. Includes all course materials. Students will receive OSHA card after successful completion of the course.

OSHA30- **OSHA 30 hour course for (Construction or General Industry)** **$ 4,950.00 per class**

OSHA 30 hr for XXX Training class. To be performed over Four (4) Days at the client's location in Amherst, NY. M-F, 7a-5p . Days and times outside those listed may incur an additional fee. Class size limit: 40 students. Includes all course materials. Students will receive OSHA card after the successful completion of course.

Attachment: WPCF Dival SafetyTraining Classes (RES-2024-252 : WPCF – OSHA Safety Training Classes)

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: WPCF Dival SafetyTraining Classes (RES-2024-252 : WPCF – OSHA Safety Training Classes)

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: WPCF Dival SafetyTraining Classes (RES-2024-252 : WPCF – OSHA Safety Training Classes)

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:

Dival Safety Equipment
Print Name of Company

By: Judy A. Trent
Signature

Judy A. Trent
Printed name

Date: 2-16-24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: WPCF Dival SafetyTraining Classes (RES-2024-252 : WPCF – OSHA Safety Training Classes)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Dival Safety Equipment

Signature: Judy A. Treat

Print Name: Judy A. Treat

Title: Corporate Safety + Training Mgr

Date: 2-16-24

Revised 8.2023

Attachment: WPCF Dival SafetyTraining Classes (RES-2024-252 : WPCF – OSHA Safety Training Classes)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 03/20/2023

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
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Zurich American Ins Co	16535
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Dival Safety Equipment, Inc.
1721 Niagara Street
Buffalo NY 14207 USA

COVERAGES **CERTIFICATE NUMBER: 570098383739** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		GLO202811803	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $500,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP 2028119-03	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION			BE033093681 SIR applies per policy terms & conditions	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE SIR	$5,000,000 $5,000,000 $10,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC202811703	04/01/2023	04/01/2024	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)
The Town of Amherst is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. Workers Compensation includes owners.

CERTIFICATE HOLDER
Town of Amherst
5583 Main Street
Williamsville NY 14221 USA

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
Aon Risk Services Central Inc.

Holder Identifier :
Certificate No : 570098383739

Attachment: WPCF Dival SafetyTraining Classes (RES-2024-252 : WPCF – OSHA Safety Training Classes)

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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)	1b. Business Telephone Number of Insured
DiVal Safety Equipment, Inc. 1721 Niagara Street Buffalo, NY 14207 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	716-874-9060 1c. NYS Unemployment Insurance Employer Registration Number of Insured 8520664-1 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1104585
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street, Williamsville, NY 14221.	3a. Name of Insurance Carrier Zurich American Ins Co 3b. Policy Number of Entity Listed in Box "1a" WC202811703 3c. Policy effective period 04/01/2023 to 04/01/2024 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 cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than the 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 the licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

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: Tracy Williams
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Tracy Williams 5/25/2023
(Signature) (Date)

Title: Strategic Account Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 312-381-1893

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: WPCF Dival SafetyTraining Classes (RES-2024-252 : WPCF – OSHA Safety Training Classes)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
DIVAL SAFETY EQUIPMENT INC.
ATTN: KRISTINA PAGLINO
1721 NIAGARA STREET
BUFFALO, NY 14207

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-874-9060

1c. Federal Employer Identification Number of Insured or Social Security Number
161104585

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

Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL531427

3c. Policy effective period
04/01/2023 to 03/31/2024

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 04/2/23 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her 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 (10-17)

DB-120.1 (10-17)

Attachment: WPCF Dival SafetyTraining Classes (RES-2024-252 : WPCF – OSHA Safety Training Classes)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28698 **RESOLUTION 2024-253** **ADOPTED**

WPCF Laboratory Calibration Services Precision Scale & Balance CRS - 4639

The Engineering Department, WPCF division is required to have periodic inspections, calibrations, and services performed to our laboratory scales and balances. We would like to enter into a term agreement to provide these services.

The WPCF is requesting that the Town Board authorize the Supervisor to sign an agreement with Precision Scale & Balance to provide the services as described in their attached quote, dated January 23, 2024. The term of this contract will be from date of Town Board approval by the Town of Amherst through December 31, 2025 and will not exceed $5,000.00.

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

Funds will be available in G9916-4860.

Thank you for considering this request.

3/11/2024
Consent

FINANCIAL IMPACT:

G9916-4860

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

AGREEMENT

Let this document stand as an Agreement between Precision Scale & Balance, and the Town of Amherst permitting the Town of Amherst to secure the services as stated on the attached Precision Scale & Balance quote JD45415 dated January 23, 2024. The term of this contract will be from date of TB Approval by the Town of Amherst through December 31, 2025.

Agreed to and Accepted by:

Precision Scale & Balance

By: Jonathan DeMers
Signature

Jonathan DeMers
Printed name

V.P.
Title

Date: 2/20/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

PRECISION SCALE & BALANCE

Empire Scale Corporation
d/b/a Precision Scale & Balance
140 Rotech Drive, Lancaster, NY 14086
Phone: (716) 759-4866
Fax: (716) 759-3931

QUOTATION

Quote Date: January 23, 2024
Page: 1

Quoted To:

TOWN OF AMHERST
ATTN: BILL MOORE
455 TONAWANDA CREEK ROAD
AMHERST, NY 14228

Customer ID	Good Thru	Payment Terms	Quote Number
AMHERS	12/31/25	Net 30 Days	JD46415

We are pleased to offer the following quotation for your consideration:

Qty	Item	Description	Unit Price	Extension
		- QUOTE FOR 2024 & 2025 CALENDAR YEAR CALIBRATION SERVICES - * EQUIPMENT LISTED DIRECTLY BELOW TO BE CALIBRATED ONSITE IN AUGUST (ALL EQUIPMENT MUST BE CALIBRATED DURING A SINGLE VISIT FOR QUOTED PRICES TO APPLY) *		
1.00	SVC-AUTOCLAVE	INSPECTION AND CALIBRATION OF AUTOCLAVE; ONE CALIBRATION CYCLE RUN (UP TO 30 MINUTES) MONITORING CHAMBER TEMP AND PRESSURE. CUSTOMER ASSET: MARKETFORGE MDL# STM-ED (S/N 104692-12RR-2141)	335.00	335.00
1.00	SVC-SPEC	CLEANING AND CALIBRATION OF SPECTROPHOTOMETER CUSTOMER ASSET: THERMO GENESYS 40 (S/N 9A2A198002)	295.00	295.00
3.00	SVC-BAL1	INSPECTION, CLEANING & CALIBRATION OF BALANCES METTLER MDL# ME204 (S/N B948667240) METTLER MDL# AG204 (S/N 1115203952) METTLER MDL# ME1002TE/00 (S/N B948667241)	95.00	285.00
1.00	SVC-MOISTUREBALAN	INSPECTION, CLEANING, AND CALIBRATION OF MOISTURE ANALYZER BALANCE	155.00	155.00

Any Statements of Conformity and Pass/Fail status will be indicated on the calibration report, with the associated decision rule, for each measurement applied.

Thank you for allowing us the opportunity to quote your needs.
We look forward to receiving your valued order.

Please e-mail orders to orders@scaleandbalance.com

For All Your Measurement Needs,
Precision Scale & Balance

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

PRECISION SCALE & BALANCE

Empire Scale Corporation
d/b/a Precision Scale & Balance
140 Rotech Drive, Lancaster, NY 14086
Phone: (716) 759-4866
Fax: (716) 759-3931

QUOTATION

Quote Date: January 23, 2024

Quoted To:
TOWN OF AMHERST ATTN: BILL MOORE 455 TONAWANDA CREEK ROAD AMHERST, NY 14228

Customer ID	Good Thru	Payment Terms	Quote Number
AMHERS	12/31/25	Net 30 Days	JD46415

We are pleased to offer the following quotation for your consideration:

Qty	Item	Description	Unit Price	Extension
		CUSTOMER ASSET: SARTORIUS MDL# MA35M S/N 0027107684 * EQUIPMENT LISTED DIRECTLY BELOW TO BE CALIBRATED AT PSB LAB *		
1.00	SVC-THERMdlg	ONE POINT CALIBRATION OF DIGITAL THERMOMETER CUSTOMER ASSET: CONTROL COMPANY MDL# 15-081-102 S/N 210308288 * TESTED AT 380°C *	115.00	115.00
1.00	SVC-WTSET	CALIBRATION OF WEIGHT SET CUSTOMER ASSET: 3PC WEIGHT SET THAT INCLUDES 500mg, 1g & 100g WEIGHTS S/N A162	110.00	110.00
1.00	SVC-WT2	NIST TRACEABLE CALIBRATION OF WEIGHTS, >5g TO 100g (>1/4oz TO 5oz), INCLUDES NIST TRACEABLE CERTIFICATE WITH DATA CUSTOMER ASSET: 30G ASTM CLASS 1 WEIGHT - NIST TRACEABLE CERTIFICATES INCLUDED -	38.00	38.00

Any Statements of Conformity and Pass/Fail status will be indicated on the calibration report, with the associated decision rule, for each measurement applied.

Thank you for allowing us the opportunity to quote your needs.
We look forward to receiving your valued order.

Please e-mail orders to orders@scaleandbalance.com

For All Your Measurement Needs,
Precision Scale & Balance

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

PRECISION SCALE & BALANCE

Empire Scale Corporation
d/b/a Precision Scale & Balance
140 Rotech Drive, Lancaster, NY 14086
Phone: (716) 759-4866
Fax: (716) 759-3931

QUOTATION

Quote Date: January 23, 2024
Page: 3

Quoted To:

TOWN OF AMHERST
ATTN: BILL MOORE
455 TONAWANDA CREEK ROAD
AMHERST, NY 14228

Customer ID	Good Thru	Payment Terms	Quote Number
AMHERS	12/31/25	Net 30 Days	JD48415

We are pleased to offer the following quotation for your consideration:

Qty	Item	Description	Unit Price	Extension
4.00	SVC-WGHTRENT	RENTAL OF CALIBRATION WEIGHT FOR THE DURATION OF TIME THAT CUSTOMER WEIGHTS ARE WITH PS&B FOR CALIBRATION WEIGHTS INCLUDE: 500MG, 1G, 30G AND 100G ASTM CLASS 1	28.00	112.00
1.00	SVC-ANNUAL	SERVICE FREQUENCY FOR ABOVE LISTED ITEM/S - ANNUAL. IF YOU REQUIRE A SERVICE CYCLE DIFFERENT THAN LISTED PLEASE NOTIFY US.		
1.00	SVC-WTFAIL	WEIGHTS THAT FAIL CALIBRATION WILL BE RETURNED WITH A FAILED CALIBRATION REPORT & CALIBRATION CHARGES WILL APPLY.		
1.00	FRT-MAY APPLY	SHIPPING/DELIVERY CHARGES MAY APPLY - SHIP BEST WAY (FOB SHIPPING POINT) wmoore@amherst.ny.us 716-691-9771		

Any Statements of Conformity and Pass/Fail status will be indicated on the calibration report, with the associated decision rule, for each measurement applied.

Thank you for allowing us the opportunity to quote your needs.
We look forward to receiving your valued order.

Please e-mail orders to orders@scaleandbalance.com

For All Your Measurement Needs,
Precision Scale & Balance

Subtotal	1,445.00
Sales Tax	
TOTAL	1,445.00

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

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

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

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

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

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

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

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

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:

Empire Scale Corp.
Print Name of Company

By: Jonathan DeMeis
Signature

Jonathan DeMeis
Printed name

Date: 2/20/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

EXHIBIT "I"

IRAN DIVESTMENT ACT CERTIFICATION

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

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

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

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

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

Company Name: Empire Scale Corp.

Signature: Jonathan DeMaio

Print Name: Jonathan DeMaio

Title: V.P.

Date: 2/20/24

Revised 8 2023

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

EMPISCA-02 LKONTER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2023

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 Walsh Duffield Companies, Inc. 801 Main St. Buffalo, NY 14203	CONTACT NAME: Leslie A. Konter, CIC PHONE (A/C, No, Ext): (716) 362-7309 FAX (A/C, No): (716) 847-1360 E-MAIL ADDRESS: lkonter@walshduffield.com
INSURED Empire Scale Corp dba Precision Scale & Balance dba Niagara Scientific Product 140 Rotech Drive Lancaster, NY 14086	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Charter Oak Fire Ins. Co. — 25615 INSURER B : Travelers Indemnity Company — 25658 INSURER C : Travelers Ind. Co. of Connecticut — 25682 INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	6304F072057	1/1/2024	1/1/2025	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	X	X	BA9N222230	1/1/2024	1/1/2025	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 $ 10,000			CUP9J650292	1/1/2024	1/1/2025	EACH OCCURRENCE AGGREGATE	$ 6,000,000 $ 6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	UB9H898566	1/1/2024	1/1/2025	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)
Certificate holder is an additional insured under general liability (premises/ongoing operations and products/completed operation) on a primary, non-contributory basis and as an additional insured on automobile, if required by written signed contract, per forms listed below, to the extent provided therein. Waiver of subrogation applies to General Liability, Auto and Workers Compensation, if required by written signed contract. Per Forms:

General Liability

CGD2460419- Blanket Additional Insured- inc. completed operations if req by contract
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main st. Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Edward F. Walsh Jr.

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Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

AGENCY CUSTOMER ID: EMPISCA-02 LKONTER

LOC #: 0

ACORD

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Walsh Duffield Companies, Inc.	Empire Scale Corp dba Precision Scale & Balance dba Niagara Scientific Product 140 Rotech Drive Lancaster, NY 14086
POLICY NUMBER SEE PAGE 1	
CARRIER: SEE PAGE 1 — NAIC CODE: SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
CGD4580219 - Xtend endorsement for Manufacturers and Wholesalers
CGT1000219 - GL Coverage form (PNC)

Auto liability

CAT9600215- Business Auto Coverage Extension Form, NY
CAT4370216- Blanket Additional Insured

Umbrella Liability

EU00010716 - Excess Follow-Form and Umbrella Liability Insurance

Workers Compensation

WC000313- Waiver of our Rights to Recover from Others

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Empire Scale Corp dba Precision Scale & Balance **140 Rotech Drive** **Lancaster, NY 14086** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	**(716) 759-4866** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-1363228
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 Ind. Co. of Connecticut** 3b. Policy Number of Entity Listed in Box "1a" **UB9H898566** 3c. Policy effective period 1/1/2024 to 1/1/2025 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

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

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

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

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

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F Walsh Jr. 1/22/2024
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

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: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

Workers' Compensation Law

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

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

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

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

NEW YORK STATE | Workers' Compensation Board

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

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

1a. Legal Name & Address of Insured (use street address only)
EMPIRE SCALE CORPORATION
DBA: PRECISION SCALE & BALANCE
140 ROTECH DRIVE
LANCASTER, NY 14086

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
7167594866

1c. Federal Employer Identification Number of Insured or Social Security Number
16-1363228

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
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
R76855-000

3c. Policy Effective Period
1/1/2015 to 2/18/2025

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 2/20/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate)to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: WPCF Laboratory Calibration Services (RES-2024-253 : WPCF Laboratory Calibration Services)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 28723 **RESOLUTION 2024-254** **ADOPTED**

Purchase of 1-Year Subscription for Mitchell1 ProDemand Online Service Manual CRS No. 4605

We respectfully request the Town Board to approve payment to Mitchell1 in order to renew our online subscription of Automotive Service/Repair Manuals for vehicle maintenance and repairs. The online subscription provides important software-driven diagnostic tools for the Engineering Department. The total amount for the 1-year subscription is $2,640.00.

We are also requesting an insurance waiver as this is for an online-only subscription and Mitchell1 will not have access to Town network. Funding will be available from the Sewer Maintenance account G 9000 - 4240.

This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

3/11/2024
Consent

FINANCIAL IMPACT:

G 9000 - 4240

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

A Snap-on Company

Mitchell1

MITCHELL1
25029 NETWORK PLACE
CHICAGO, IL 60673-1250

INVOICE

FED ID #: 33-0734307

BILL
TOWN OF AMHERST
SHAWN KILROY
1100 N FOREST RD
WILLIAMSVILLE NY 14221-3225

SHIP
TOWN OF AMHERST
SHAWN KILROY
1100 N FOREST RD
WILLIAMSVILLE NY 14221-3225

We report our credit information to experian

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

INVOICE NUMBER	DATE	BILL TO ACCOUNT NO.	CORP NO.	PAGE
30400735	01-09-24	921821		1
PURCHASE ORDER NUMBER	**TERMS**	**SHIP TO ACCOUNT NO.**	**SHIP VIA**	
	PROFORMA	921821		

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE GOOD FOR 30 DAYS THANK YOU FOR YOUR ORDER.		
1	TECHPDOWKSGV	PRODEMAND/MTR ONLY COMBO GOVT SUB	2640.00	2640.00
			SUB TOTAL	2640.00
			SALES TAX	0.00
			SHIPPING	0.00
			THANK YOU ***Please Pay This Amount***	2640.00

For Payments Only:

MITCHELL1
25029 NETWORK PLACE
CHICAGO, IL 60673-1250

Please remove at perforation and return with your payment. Thank you

INVOICE

SORRY, WE CANNOT ACCEPT POST-DATED CHEC

SEE OTHER SIDE FOR ADDRESS TO SEND:
CORRESPONDENCE/ADDRESS/SUBSCRIPTION CHANGES

682177 T0382

INVOICE NO.	DATE	TERMS	PURCHASE ORDER NO.	INVOICE AMT	AMT
30400735	01-09-24	PROFORMA		2640.00	

BILL TO ACCOUNT NO. - 921821

BILL TO
TOWN OF AMHERST
SHAWN KILROY
1100 N FOREST RD
WILLIAMSVILLE NY 14221-3225

SHIP TO ACCOUNT NO. - 921821

SHIP TO
TOWN OF AMHERST
SHAWN KILROY
1100 N FOREST RD
WILLIAMSVILLE NY 14221-3225

Attachment: Mitchell 1 Invoice (RES-2024-254 : Purchase of 1-Year Subscription)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28674 **RESOLUTION 2024-255** **ADOPTED**

Youth Leadership Development Program - CRS #4593

Authorize the Supervisor to sign an Agreement between the Town of Amherst (Youth & Recreation Department) and the Amherst Youth Foundation, Inc. for a Youth Leadership Development Program.

3/11/2024
Consent

FINANCIAL IMPACT:

A7145.4110; $62,155.00

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

TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT

AGREEMENT dated this _____ day of _____, 20____, by and between the Town of Amherst, New York, a municipal corporation with offices in Amherst, New York, and the *Amherst Youth Foundation, Inc.* with offices at 5005 Sheridan Drive, Williamsville, NY 14221.

WITNESSETH

WHEREAS, the *Amherst Youth Foundation, Inc.* presently conducts Youth Services and

WHEREAS, the *Amherst Youth Foundation, Inc.* in cooperation with the Town of Amherst Youth & Recreation Department is desirous of operating a Youth Developmental Youth Service Project, and

WHEREAS, the town is a municipality eligible to receive reimbursement from the State of New York for sponsoring a Youth Service Project.

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The Town will sponsor a Youth Service Project and pay to the *Amherst Youth Foundation, Inc.* a sum not to exceed *$62,155.00* annually for the operation of a Youth Developmental Youth Service Project and its facilities.

2. The amount paid by the Town in accordance with Paragraph 1 constitutes the Town's full obligation with regard to the agreement and all consequences arising therefrom, except that the Town shall be entitled to State Aid and reimbursement as sponsor of the project.

Attachment: Amherst Youth Foundation Youth Leadership 2024 (RES-2024-255 : Youth Leadership Development Program - CRS #4593)

3. The *Amherst Youth Foundation,, Inc.* agrees to operate a Youth Developmental Youth Service Project from *1 January 2024* to *31 December 2024* at the *Amherst Youth Foundation, Inc.* facilities, Amherst, New York.

4. The *Amherst Youth Foundation, Inc.* agrees to carry out the terms of this agreement in accordance with rules and regulations of the New York State Office of Children and Family Services and the Division for Youth Act, and that the project will be operated in compliance with all the laws of and the constitution of the State of New York.

5. The *Amherst Youth Foundation, Inc.* agrees to hire as its own employees any personnel required in conjunction with the operation of the Youth Developmental Youth Service Project.

6. The program will not discriminate against any applicant on the basis of color, national origin, disability, sex, or religion and will abide by all rules and regulations concerning discrimination and equal opportunity.

7. Except with regulation to duties normally accepted and imposed upon the *Amherst Youth Foundation, Inc.*, this agreement shall constitute the full and complete obligation of the parties thereto.

8. This agreement is contingent upon review and approval by the New York State Office of Children and Families of the Annual Project Application as amended thereto.

9. The Office of Children and Families and the Town of Amherst may specifically request return of any equipment purchased pursuant to this Agreement. At the

Attachment: Amherst Youth Foundation Youth Leadership 2024 (RES-2024-255 : Youth Leadership Development Program - CRS #4593)

direction of the Office of Children and Family Services and the Town of Amherst, Contractor may retain custody of such equipment, provided it is continued to be used to benefit youth service programs.

10. Claims for expenditures made by the project should be submitted no later than 90 days past the end of the quarter in which they were incurred.

TOWN OF AMHERST
by

_____
Supervisor

AMHERST YOUTH FOUNDATION, INC.
by

_____
President
Title

Attachment: Amherst Youth Foundation Youth Leadership 2024 (RES-2024-255 : Youth Leadership Development Program - CRS #4593)

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: Amherst Youth Foundation

Signature: John E Chusy III

Print Name: John E Chusy III

Title: President

Date: 2/6/2024

Sworn To Before Me This

6 Day of February, 2024

Robin L. Erwin

Notary Public

ROBIN L. ERWIN
No. 01ER6415670
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 3/22/25

Revised 4.2017

Attachment: Amherst Youth Foundation Youth Leadership 2024 (RES-2024-255 : Youth Leadership Development Program - CRS #4593)

ACORD

AMHER-4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/28/2023

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
Houck - Seward Agency
1940 Eggert Road
Amherst, NY 14226
Charles J Seward
716-835-2525

CONTACT NAME: Houck-Seward Agency
PHONE (A/C, No, Ext): 716-835-2525 FAX (A/C, No): 716-835-7808
E-MAIL ADDRESS: diane@fhsgroup.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Amherst Youth Foundation Inc.
5005 Sheridan Dr
Williamsville, NY 14221

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,0
	CLAIMS-MADE [X] OCCUR	Y		PHPK2521123	03/22/2023	03/22/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,0
							MED EXP (Any one person)	$ 5,0
							PERSONAL & ADV INJURY	$ 1,000,0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,0
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 3,000,0
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

Town of Amherst is Additional Insured per form CG20 11 04 13.
Town of Amherst is Primary and Non-Contributory per form PI-GL-005 (07/12)

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Charles J. Seward

ACORD 25 (2016/03)

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Attachment: Amherst Youth Foundation Youth Leadership 2024 (RES-2024-255 : Youth Leadership Development Program - CRS #4593)

POLICY NUMBER: PHPK2521123

COMMERCIAL GENERAL LIABILITY
CG 20 11 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 5005 Sheridan Dr Williamsville, NY 14221-4549
Name Of Person(s) Or Organization(s) (Additional Insured): Town of Amherst
Additional Premium: $ Included
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

Attachment: Amherst Youth Foundation Youth Leadership 2024 (RES-2024-255 : Youth Leadership Development Program - CRS #4593)

PI-GL-005 (07/12)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Effective Date: 03/22/2020

Name of Person or Organization (Additional Insured):

Town of Amherst

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of or relating to your negligence in the performance of "your work" for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or "occurrence" we cover for this Additional Insured.

The Additional Insured's limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Attachment: Amherst Youth Foundation Youth Leadership 2024 (RES-2024-255 : Youth Leadership Development Program - CRS #4593)

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)
AMHERST YOUTH FOUNDATION INC
5005 SHERIDAN DR
WILLIAMSVILLE, NY 14221

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured
716-633-6773

1c. Federal Employer Identification Number of Insured or Social Security Number
161206430

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
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL579812

3c. Policy effective period
01/01/2024 to 12/31/2024

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

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

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

Date Signed 1/26/2024 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Amherst Youth Foundation Youth Leadership 2024 (RES-2024-255 : Youth Leadership Development Program - CRS #4593)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Amherst Youth Foundation Youth Leadership 2024 (RES-2024-255 : Youth Leadership Development Program - CRS #4593)

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 161206430
HOUCK-SEWARD AGENCY
1940 EGGERT RD
AMHERST NY 14226

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
AMHERST YOUTH FOUNDATION INC 5005 SHERIDAN DR WILLIAMSVILLE NY 14221	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B1415 485-0	110307	03/22/2023 TO 03/22/2024	3/28/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1415 485-0, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 561033229

U-26.3

Attachment: Amherst Youth Foundation Youth Leadership 2024 (RES-2024-255 : Youth Leadership Development Program - CRS #4593)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28676 **RESOLUTION 2024-256** **ADOPTED**

Northtown Center Water Treatment (MIS) - CRS #4594

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and MIS of America for chemical treatment of the water towers at the Northtown Center at Amherst.

3/11/2024
Consent

FINANCIAL IMPACT:

A 7253.4110: $4,424.25 (2024); $1,474.75 (2025)

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

M.I.S. of America, Inc.
Expect the Best

January 12th, 2024

Northtown Ice Center
1615 Amherst Manor Drive
Williamsville, NY 14221

Attn: Eric Guzdek, Brian Bush

Thank you for allowing Tom Walling, with M.I.S. of America, to have surveyed your cooling tower systems. As a result of his survey, we would like to make the following comments and recommendations:

COOLING TOWERS

The three main water treatment concerns with cooling towers are scaling, corrosion, and biological growth.

Scaling will reduce heat transfer and block water flow, reducing efficiency and increasing operating costs. Even a small deposit on the fill or in the heat exchangers can increase energy consumption by 10% or more. In addition, reduced flow and suspended minerals in the water can cause unnecessary wear and tear on pumps and seals.

Corrosion will damage piping, pumps, and other equipment. In addition, the corrosion byproducts can block piping and reduce flow. This can cause expensive downtime, loss of efficiency, and leaks in the system.

Biological growth will reduce flow and damage equipment. Fouling in the tower fill, chillers, and condensers will reduce efficiency and heat transfer by 10% or more, as well. Corrosive enzymes produced by bacteria, fungus, and algae can cause pitting and leaks. In addition, some organisms, such as Legionella Bacteria, can pose a potential health hazard.

We have selected a program to help control further accumulation and organic growth, scaling, and corrosion.

PRODUCTS

We have selected formulations to provide a complete water treatment program for your cooling towers. This will include control of scaling, corrosion, pitting, and biological fouling. As part of our service, we will work with your staff to help implement a Legionella Management Program which will help control bacteria growth while also complying with industry due diligence standards, as well as the NYS DOH Regulation and ASHRAE188-2015.

AS5632 is a liquid cooling tower scale and corrosion inhibitor. It is a concentrated single product that is designed for medium-hardness water and uses the latest polymer technology from a variety of chemical manufacturers. It is an environmentally friendly product, as it does not contain chromate, heavy metals, molybdate, nitrites, or zinc compounds.

4391 Walden Avenue • Phone: 716-681-3758 Alt. Phone: 800-688-3758 • Fax: 716-681-3979 • Website: www.misofamerica.com

We are a Service Connected Veteran Owned Business

Attachment: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

M.I.S. of America, Inc.
Expect the Best

Justeq07 is an oxidizing biocide. It is a proprietary blend of chlorine and bromine and is effective over a larger pH range than other oxidizing biocides. It meets compliance for DOH regulations for use as a disinfectant and decontaminant and, as such, can be used to both prevent and treat Legionella growth. In addition, as an effective bactericide, it is part of our **Legionella Management Program.**

Bellacide 355 is a non-oxidizing biocide plus a dispersant all-in-one. It is the "Swiss Army Knife" of cooling water treatment. It keeps suspended material, both organic and inorganic, in solution, preventing them from adhering to heat transfer surfaces and non-heat transfer surfaces alike. This allows scale/corrosion inhibitors and biocides to be more effective, resulting in a cleaner system and the need for less chemical to achieve the same results. It is also a broad-spectrum biocide to which bacteria cannot develop resistance. As a biodispersant and non-oxidizing biocide, it is also part of your **Legionella Management Program.**

SERVICE

While the chemical treatment is an important part of the contract, service and troubleshooting are equally important. With regular testing and troubleshooting, many of the problems with the treatment program can be addressed before they become larger, more costly incidents.

Your service rep, **Tom Walling,** will provide monthly, on-site testing of the towers. He will provide a copy of the test report and review it with on-site personnel to help identify where changes can be made.

His knowledge of water treatment systems, biology, chemistry, equipment, and the latest industry and state regulations and standards will help you identify places to help improve the efficiency of your towers.

In addition, our laboratory in Lancaster, NY is available for sample analysis and backup testing.

NYS DEC PESTICIDE REPORTING

As part of our service, we will report all of the pesticides used annually in each tower on your behalf.

4391 Walden Avenue • Phone: 716-681-3758 Alt. Phone: 800-688-3758 • Fax: 716-681-3979 • Website: www.misofamerica.com

We are a Service Connected Veteran Owned Business

Attachment: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

M.I.S. of America, Inc.
Expect the Best

CONTRACT

Our water treatment program will provide monthly service, testing, delivery of chemicals, treatment of two 163-ton cooling tower with an annual makeup of approximately 1,200,000 gallons of water, each with a 400-gallon system volume, and all DEC pesticide reporting for each cooling tower.

The total annual cost for this contract will be: $5,899.00 per year.

This pricing includes chemicals to treat the tower systems April 1st, 2024 through March 31st, 2025, delivery of chemicals to your dock, monthly on-site testing of cooling towers, and DEC pesticide reporting for both towers.

This contract may be invoiced for all in one lump sum, quarterly, or monthly. Please specify how you would like to be invoiced:

Monthly_____ Quarterly_____ One Lump Sum _____

We look forward to working with you.

DEBORAH E. SCHMIDT #01SC6055267
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 02/20/ 2027
Deborah E. Schmidt

Sincerely,

Jerry L. Meyer Jr. CWT
President
M.I.S. of America, Inc.

Approved:
~~Northtown Ice Center~~
Town of Amherst

Signature: _____ Date: _____

Print: _____ PO#: _____

Title: _____

Start Date: April 1st, 2024 End Date: March 31st, 2025

Attachment: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

Attachment: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

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

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

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

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

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

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

Attachment: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

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:

MIS of America Inc.
Print Name of Company

By: _____
Signature

Terry Myer
Printed name

Date: 1/12/24

DEBORAH E. SCHMIDT #01SC6055267
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 02/20/2027

Deborah E. Schmidt

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

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: MIS of America

Signature:

Print Name: Jerry Meyer Jr

Title: President

Date: 1/12/24

DEBORAH E. SCHMIDT #01SC6055267
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
MY COMMISSION EXPIRES 02/20/2027

Deborah E. Schmidt

Revised 4.2017

Attachment: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/15/2023

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: David Over
Consolidated Insurance Agents, Inc. Weimer Over Agency, Inc. PO Box 267, 10 Franklin Street Lancaster NY 14086-0267	PHONE (A/C, No, Ext): (716) 683-3323 FAX (A/C, No): (716) 683-3358 E-MAIL ADDRESS: dave@weimerover.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
M.I.S. of America, Inc. 4391 Walden Avenue Lancaster NY 14086	INSURER A: Lloyds	
	INSURER B: Merchants Mutual Ins Co	23329
	INSURER C: AmTrust Insurance Co	15954
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL232352740 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liability [X] Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: Pollution Liability	Y	Y	ENC 0005602-01	02/25/2023	02/25/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution/Professional	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CAPI069535	09/15/2022	09/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 10,000
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	ENX 0005603-01	02/25/2023	02/25/2024	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		KWC1317998	03/10/2023	03/10/2024	[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Professional Liability Pollution Liability			ENX 0005603-01	02/25/2023	02/25/2024	Each Occurrence Aggregate	5,000,000 5,000,000

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

MANUFACTURERS REPRESENTATIVE AND DISTRIBUTOR OF HEATING AND COOLING SYSTEMS AND SUPPLIES. THE TOWN OF AMHERST IS NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

CERTIFICATE HOLDER

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE NY 14221

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

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)
M I S OF AMERICA INC
4391 WALDEN AVENUE
LANCASTER, NY 14086

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
7166813758

1c. Federal Employer Identification Number of Insured or Social Security Number
16-1263069

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Williamsville, NY 14221

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
R18575-000

3c. Policy Effective Period
7/1/2017 to 2/6/2025

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 2/8/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate)to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) MIS OF AMERICA INC 4391 WALDEN AVE LANCASTER, NY 14086 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-681-3758 1c. NYS Unemployment Insurance Employer Registration Number of Insured 08118223 1d. Federal Employer Identification Number of Insured or Social Security Number 161263069
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 AmTrust Ins Company of Kansas Inc 3b. Policy Number of Entity Listed in Box "1a" KWC1291636 3c. Policy effective period 03/10/2023 to 03/10/2024 3d. The Proprietor, Partners or Executive Officers are [x] 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: Mary P. Storti
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Mary P Storti — 1/22/2024
(Signature) (Date)

Title: Sr. Operations Manager

Telephone Number of authorized representative or licensed agent of insurance carrier: 877-266-6850

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: MIS of America 2024 contract (RES-2024-256 : Northtown Center Water Treatment (MIS) - CRS #4594)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28703 **RESOLUTION 2024-257** **ADOPTED**

Onsite Coordination (Dana Heights) - CRS #4570

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Parkitects for installation supervision of the Dana Heights playground.

3/11/2024
Consent

FINANCIAL IMPACT:

KP2342.4972: $5,600.00

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

PROPOSAL

Number: AAAQ11753-01
Date: Nov 27, 2023
Project: Dana Heights

parkitects

PO to: PARKITECTS, Inc.
279 Lakefront Blvd.
Buffalo, NY 14202

Remit to: PARKITECTS, Inc.
3411 Delaware Avenue
Buffalo, NY 14217

Sold To	Your Sales Rep	Terms
Town of Amherst Recreation Mary-Diana Pouli *1615 Amherst Manor Drive* *Williamsville, NY 14221* P 716-631-7132 ext: 7532 F E mpouli@amherst.ny.us	Sara Emery P 607-731-7496 ext: F 607-533-4108 E sara@playgroundinfo.com	PRICES ARE VALID FOR 15 DAYS. Terms: 50% Deposit/Net 30 Net 30 Municipal Order Requirements: Completed proposal or P.O. Tax exempt certificate (if applicable) Credit application may be required.

Qty	Item #	Description	Unit Price	Ext. Price
		Dana Heights - Install Services		
1		Community Build Playground Event - On-Site Coordination Fee	$5,600.00	$5,600.00
			Order Total	$5,600.00

Bill To	Ship To	Accepted By
		Delivery Contact Name Phone Number
		Accepted by Customer Date
		Print Name

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

601 7th Street South
Delano, MN 55328
1-888-4FUNLSI (P)
763-972-3815 (F)

March 20, 2023

To Whom It May Concern:

Landscape Structures mission is to enhance children's lives by fostering and creating inspiring play experiences while honoring the environment. We would like to thank you for your interest in Landscape Structures Inc. products.

Since September 1, 1996 Parkitects, Inc. has represented Landscape Structures Inc. as our exclusive representative for Park and Playground Equipment in the state of New York for New York zip codes 12000-14999.

Landscape Structures Inc. will honor any responsibilities under the warranty for products sold by our representatives, if representative fails to perform such service. Our warranty becomes null and void if non-Landscape Structures manufactured products are attached to any Landscape Structures manufactured products.

Sincerely,
LANDSCAPE STRUCTURES INC.

Mike Fingeroth
Regional Sales Manager

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

landscape structures®

This Certificate Approves

Parkitects, Inc.

As having met the high standards necessary to become a

Certified Installer

of equipment manufactured by Landscape Structures Inc.

Calendar Years 2020-2023

Date

Official Validation

Landscape Structures Inc., 601 7th Street South, Delano, MN 55328 USA

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2023

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: Eileen Orzel
Tompkins Insurance Agencies, Inc 118 East Seneca St. PO Box 6486 Ithaca NY 14851	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: eorzel@tompkinsfinancial.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Great American Assurance Compa	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
PARKITECTS, INC
MENEHUNE, LLC
279 Lakefront Boulevard
Buffalo NY 14202

COVERAGES **CERTIFICATE NUMBER:** 23-24 MASTER **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		PL5915465-21	04/29/2023	04/29/2024	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 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PL5915465-21	04/29/2023	04/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XS3289005-03	04/29/2023	04/29/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Re: Dana Heights Park & Willow Ridge Park

Town of Amherst is additional insured per endorsement ESG306 to the extent provide therein.

CERTIFICATE HOLDER

Town of Amherst
1615 Amherst Manor Drive
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

David S. Boyce

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Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

ESG 3206 (Ed. 01/16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIALTY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the Policy wording.

Coverage	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Medical Payments Increased Limits	$20,000	3
Who Is An Insured: Broadened Named Insured	Included	3
Who Is An Insured: Fellow Employee	Included	3
Who Is An Insured: Newly Formed or Acquired Organizations	Included	4
Knowledge of Occurrence, Claim or Suit	Included	4
Unintentional Errors Or Omissions	Included	4
Personal & Advertising Injury Amendment of Discrimination or Humiliation	Included	4
Incidental Malpractice Liability	Included	5
Additional Insured: Owners, Lessees, and Contractors	Included	5
Additional Insured: Vendors	Included	6
Primary and Non-Contributory Extension	Included	8
Damage to Premises Rented to You (Fire, Lightning, and "Explosion")	$500,000	8
Waiver of Subrogation	Included	9
Property Damage - Elevators	Included	9

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

Coverage	Limit of Insurance	Page
Contractual Liability for Railroad Exposures	Included	10
Supplementary Payments: Bail Bonds	$2,500	10
Supplementary Payments: Loss of Earnings	$500	10
Amended Bodily Injury Definition	Included	10

A. Non-Owned Aircraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGES - Coverage A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGES - Coverage A - Bodily Injury and Property Damage Liability**, subparagraph **(2)** of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) less than 55 feet long; and

(b) not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply to watercraft 27 to 55 feet long if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

C. Medical Payments Increased Limits

Unless **Coverage C - Medical Payments,** or the Product-Completed Operations Hazard has been excluded from this Policy, the following applies:

Under paragraph **2. Exclusions** of **SECTION I - COVERAGES, Coverage C - Medical Payments,** exclusion **f. Products-Completed Operations Hazard** is replaced by the following:

f. Product-Completed Operations Hazard

Included within the "products-completed operations hazard."

However, this exclusion does not apply to expenses for dental services.

The Medical Expense Limit in paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $20,000; or

b. the amount shown in the Declarations for Medical Expense Limit

This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**

D. Who Is An Insured: Broadened Named Insured

Under **SECTION II - WHO IS AN INSURED**, the following item **2.e.** is added:

e. Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its Limits of Insurance.

E. Who Is An Insured: Fellow Employee

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business. However, none of these co-"employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectible insurance available to your "employee" or "volunteer worker."

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

F. Who Is An Insured: Newly Formed or Acquired Organizations

Paragraph **3.** of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. coverage under this provision is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

b. coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and

d. records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

G. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Knowledge of any "occurrence", claim, or "suit" by any agent, servant or "employee" of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such "occurrence", claim or "suit" shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership; or

c. an executive officer or insurance manager, if you are a corporation.

H. Unintentional Errors or Omissions

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations:**

If you unintentionally fail to disclose any hazards existing at the inception date of this Policy, we will not deny coverage under this Coverage Form because of such failure.

However, this does not affect our right to collect additional premium, exercise our right of cancellation or non-renewal, or enforce other legal rights based upon a material misrepresentation in response to a specific question in the application for this Policy.

I. Personal and Advertising Injury Amendment of Discrimination or Humiliation

Unless **Coverage B - Personal and Advertising Injury Liability** is excluded from this Policy or does not apply, the following applies:

Under **SECTION V - DEFINITIONS**, paragraph **14. Personal and Advertising Injury**, subparagraph **h.** is added:

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) not done intentionally by or at the direction of;

(a) an insured; or

(b) any "executive officer," director, stockholder, partner or member of the Insured; and

(2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

J. Incidental Malpractice Liability

1. **SECTION II - WHO IS AN INSURED** is amended by deleting item **2.a.(1)(d)** in its entirety and replacing it with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services.

2. Under **SECTION V - DEFINITIONS**, paragraph **3. Bodily Injury** is replaced by the following:

3. **"Bodily injury"** means injury, sickness, disease or "incidental medical malpractice" sustained by a person, including death of a person. "Bodily injury" also means mental anguish, mental injury, or shock if directly resulting from physical injury, sickness, or disease to that person.

3. The following is added to **SECTION V - DEFINITIONS**:

"Incidental medical malpractice" means "bodily injury" arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

K. Additional Insured

1. **Owners, Lessees, or Contractors**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

(1) Any person or organization, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(a.) premises or equipment you own, rent, lease or occupy; or

(b.) your acts or omissions; or

(c.) the acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

However;

(a.) the insurance afforded to such additional insured only applies to the extent permitted by law; and

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

(b.) if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a.) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or

(b.) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

(2) The insurance provided to any additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

(a.) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b.) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or the failure to render any professional services by or for you.

c. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

2. Vendors

a. SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

(1.) Any person or organization (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

(a.) the insurance afforded to such vendor only applies to the extent permitted by law; and

(b.) if coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1.) The insurance afforded the vendor does not apply to:

(a.) "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b.) any express warranty unauthorized by you;

(c.) any physical or chemical change in the product made intentionally by the vendor;

(d.) repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e.) any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f.) demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g.) products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h.) "bodily injury" or "property damage" arising out of the sole negligence of the vendors for its own acts or omission of those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) the exceptions contained in subparagraphs **(d.)** or **(f.)**; or

(ii) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2.) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. With respect to the insurance afforded to these vendors, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the most amount of insurance:

(1.) Required by the contract or agreement; or

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

(2.) Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

3. **Primary and Non-Contributory Extension**

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1.) The Additional Insured is a Named Insured under such other insurance; and

(2.) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following is added to paragraph **b. Excess Insurance:**

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an Additional Insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an Additional Insured on other policies.

L. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

3. The last paragraph of paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, or "explosion," to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE**.

2. Paragraph 6. Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

6. Subject to paragraph **5.** Above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, or "explosion," while rented to you or temporarily

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

occupied by you with the permission of the owner, for all such damage caused by fire, lightning, or "explosion," proximately caused by the same event, whether such damage results from fire, lightning, or "explosion," or any combination of the three, is the higher of **$500,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **4. Other Insurance**, paragraph **b. Excess Insurance item (ii) of the Occurrence Form** and **item (iii) of the Claims-Made Form** where the words, fire insurance, appear they are changed to, insurance for fire, lightning, or "explosion."

4. As regards coverage provided by this provision **L. Damage to Premises Rented to You**, **SECTION V - DEFINITIONS**, paragraph **9. Insured Contract**, subparagraph **a.** is replaced with the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or "explosion," to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract."

5. As regards coverage provided by this provision **L. Damage to Premises Rented to You**, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

   "Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

   "Explosion" does not include any of the following:

   (a) artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;

   (b) rupture or bursting of water pipes;

   (c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or

   (d) rupture or bursting caused by centrifugal force.

M. Waiver of Subrogation

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **8. Transfer or Rights of Recovery Against Others to Us**, the following paragraph is added:

b. If required by a written "insured contract" executed prior to the occurrence or offense, we waive our right of recovery we have against any person or organization named in such "insured contract," because of payments we make for injury or damage arising out of your ongoing operations or "your work" for that person or organization.

N. Property Damage - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, and **(4)** of exclusion **j. Damage to Property** do not apply if such "property damage" results from the use of elevators.

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2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**

   The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

O. Contractual Liability for Railroad Exposures

Under **SECTION V - DEFINITIONS**, paragraph **9. Insured Contract**, subparagraph **f.(1)**, is deleted in its entirety.

P. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.b.** is replaced with:

   b. Up to **$2,500** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.d.** is replaced by the following:

   d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$500** a day because of time off work.

Q. Amended Bodily Injury Definition

Under **SECTION V - DEFINITIONS**, definition **3. Bodily injury** is replaced by the following:

3. **"Bodily injury"** means bodily injury, sickness, or disease sustained by a person, including death of a person. "Bodily injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 161504595
TOMPKINS INSURANCE AGENCIES
INC
90 MAIN ST
BATAVIA NY 14020

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
PARKITECTS INC 279 LAKEFRONT BLVD. BUFFALO NY 14202	TOWN OF AMHERST 1615 AMHERST MANOR DRIVE WILLLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
E1259 873-6	313639	09/01/2023 TO 09/01/2024	2/23/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1259 873-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
RROBERT B FRASIER
PARKITECTS INC
ONE PERSON CORPORATION

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 370606085

U-26.3

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

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)

PARKITECTS INC
138 LUDLOWVILLE ROAD
LANSING, NY 14882

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

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

161504595

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

Town of Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

3b. Policy Number of Entity Listed In Box 1a

LNY809514001

3c. Policy effective period

01-01-2024 to 12-31-2024

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 02-23-2024 By *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

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

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

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

DB-120.1 (12-21)

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 10/30/2023

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 Aon Risk Services Central, Inc. Minneapolis MN Office 5600 West 83rd Street 8200 Tower, Suite 1100 Minneapolis MN 55437 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Landscape Structures, Inc. 601 7th Street South Delano MN 55328 USA	INSURER A: Markel American Ins Co	28932
	INSURER B: Crum & Forster Indemnity Co	31348
	INSURER C: United States Fire Insurance Co.	21113
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 570102492734 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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			MKLM6MMP1000689 GL & Products Liability SIR applies per policy terms & conditions	06/01/2023	06/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $100,000 Excluded $2,000,000 $4,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X Comp Ded $100 X Collision Ded $500			133-754675-4	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			MKLM6MM70000715	06/01/2023	06/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			4087451826	06/01/2023	06/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

Town of Amherst is included as Additional Insured as respects their interest in the operations of Landscape Structures Inc. regarding Dana Park, 79 Shetland Drive, Buffalo NY 14221.

CERTIFICATE HOLDER

Town of Amherst
1615 Amherst Manor Drive
Williamsville NY 14221 USA

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

Aon Risk Services Central, Inc.

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Holder Identifier :

Certificate No : 570102492734

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

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

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

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

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

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

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

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

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:

Parkitects, Inc
Print Name of Company

By: Ben Frasier
Signature

Ben Frasier
Printed name

Date: 2/27/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Parkitects - Dana Heights (RES-2024-257 : Onsite Coordination (Dana Heights) - CRS #4570)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28704 **RESOLUTION 2024-258** **ADOPTED**

Onsite Coordination (Bedford) - CRS #4571

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Parkitects for installation supervision of the Bedford Park/Willow Ridge playground.

3/11/2024
Consent

FINANCIAL IMPACT:

KP2342.4972: $5,600.00

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

PROPOSAL

Number: AAAQ11752-01
Date: Nov 27, 2023
Project: Willow Ridge - Install

parkitects

PO to: PARKITECTS, Inc.
279 Lakefront Blvd.
Buffalo, NY 14202

Remit to: PARKITECTS, Inc.
3411 Delaware Avenue
Buffalo, NY 14217

Sold To	Your Sales Rep	Terms
Town of Amherst Recreation Mary-Diana Pouli *1615 Amherst Manor Drive* *Williamsville, NY 14221* P 716-631-7132 ext: 7532 F E mpouli@amherst.ny.us	Ben Frasier P 716-310-8060 ext: 801 F 607-533-4108 E ben@playgroundinfo.com	PRICES ARE VALID FOR 15 DAYS. Terms: 50% Deposit/Net 30 Net 30 Municipal Order Requirements: Completed proposal or P.O. Tax exempt certificate (if applicable) Credit application may be required.

Qty	Item #	Description	Unit Price	Ext. Price
		Willow Ridge - Install Services		
1		Community Build Playground Event - On-Site Coordination Fee	$5,600.00	$5,600.00
			Order Total	$5,600.00

Bill To	Ship To	Accepted By
		Delivery Contact Name Phone Number
		Accepted by Customer Date
		Print Name

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

landscape structures™

601 7th Street South
Delano, MN 55328
1-888-4FUNLSI (P)
763-972-3815 (F)

March 20, 2023

To Whom It May Concern:

Landscape Structures mission is to enhance children's lives by fostering and creating inspiring play experiences while honoring the environment. We would like to thank you for your interest in Landscape Structures Inc. products.

Since September 1, 1996 Parkitects, Inc. has represented Landscape Structures Inc. as our exclusive representative for Park and Playground Equipment in the state of New York for New York zip codes 12000-14999.

Landscape Structures Inc. will honor any responsibilities under the warranty for products sold by our representatives, if representative fails to perform such service. Our warranty becomes null and void if non-Landscape Structures manufactured products are attached to any Landscape Structures manufactured products.

Sincerely,
LANDSCAPE STRUCTURES INC.

Mike Fingeroth
Regional Sales Manager

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

landscape structures®

This Certificate Approves

Parkitects, Inc.

As having met the high standards necessary to become a

Certified Installer

of equipment manufactured by Landscape Structures Inc.

Calendar Years 2020-2023

Date

Official Validation

Landscape Structures Inc., 601 7th Street South, Delano, MN 55328 USA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/29/2023

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: Eileen Orzel
Tompkins Insurance Agencies, Inc 118 East Seneca St. PO Box 6486 Ithaca NY 14851	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: eorzel@tompkinsfinancial.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Great American Assurance Compa
INSURED PARKITECTS, INC MENEHUNE, LLC 279 Lakefront Boulevard Buffalo NY 14202	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: 23-24 MASTER REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		PL5915465-21	04/29/2023	04/29/2024	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 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PL5915465-21	04/29/2023	04/29/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XS3289005-03	04/29/2023	04/29/2024	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Re: Dana Heights Park & Willow Ridge Park

Town of Amherst is additional insured per endorsement ESG306 to the extent provide therein.

CERTIFICATE HOLDER

Town of Amherst
1615 Amherst Manor Drive
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

David S. Boyce

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Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

ESG 3206 (Ed. 01/16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIALTY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. For complete details on specific coverages, consult the Policy wording.

Coverage	Limit of Insurance	Page
Non-Owned Aircraft	Included	2
Non-Owned Watercraft	Included	2
Medical Payments Increased Limits	$20,000	3
Who Is An Insured: Broadened Named Insured	Included	3
Who Is An Insured: Fellow Employee	Included	3
Who Is An Insured: Newly Formed or Acquired Organizations	Included	4
Knowledge of Occurrence, Claim or Suit	Included	4
Unintentional Errors Or Omissions	Included	4
Personal & Advertising Injury Amendment of Discrimination or Humiliation	Included	4
Incidental Malpractice Liability	Included	5
Additional Insured: Owners, Lessees, and Contractors	Included	5
Additional Insured: Vendors	Included	6
Primary and Non-Contributory Extension	Included	8
Damage to Premises Rented to You (Fire, Lightning, and "Explosion")	$500,000	8
Waiver of Subrogation	Included	9
Property Damage - Elevators	Included	9

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

Coverage	Limit of Insurance	Page
Contractual Liability for Railroad Exposures	Included	10
Supplementary Payments: Bail Bonds	$2,500	10
Supplementary Payments: Loss of Earnings	$500	10
Amended Bodily Injury Definition	Included	10

A. Non-Owned Aircraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGES - Coverage A - Bodily Injury and Property Damage Liability**, exclusion **g. Aircraft, Auto or Watercraft** does not apply to an aircraft provided:

1. it is not owned by any insured;
2. it is hired, chartered or loaned with a trained paid crew;
3. the pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating him or her a commercial or airline pilot; and
4. it is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. Non-Owned Watercraft

Under paragraph **2. Exclusions** of **SECTION I - COVERAGES - Coverage A - Bodily Injury and Property Damage Liability**, subparagraph **(2)** of exclusion **g. Aircraft, Auto or Watercraft** is replaced by the following:

This exclusion does not apply to:

(2) A watercraft you do not own that is:

(a) less than 55 feet long; and

(b) not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply to watercraft 27 to 55 feet long if there is available to the Insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this Policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

C. Medical Payments Increased Limits

Unless **Coverage C - Medical Payments**, or the Product-Completed Operations Hazard has been excluded from this Policy, the following applies:

Under paragraph **2. Exclusions** of **SECTION I - COVERAGES, Coverage C - Medical Payments,** exclusion **f. Products-Completed Operations Hazard** is replaced by the following:

f. Product-Completed Operations Hazard

Included within the "products-completed operations hazard."

However, this exclusion does not apply to expenses for dental services.

The Medical Expense Limit in paragraph **7.** of **SECTION III - LIMITS OF INSURANCE** is replaced by the following Medical Expense Limit:

The Medical Expense Limit provided by this Policy shall be the greater of:

a. $20,000; or

b. the amount shown in the Declarations for Medical Expense Limit

This provision **7.** is subject to all the terms of **SECTION III - LIMITS OF INSURANCE**

D. Who Is An Insured: Broadened Named Insured

Under **SECTION II - WHO IS AN INSURED**, the following item **2.e.** is added:

e. Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of voting stock on the effective date of this Coverage Part. The insurance afforded herein for any subsidiary not named in this Coverage Part as a Named Insured does not apply to injury or damage with respect to which an insured under this Coverage Part is also an insured under another policy or would be an insured under such policy but for its termination or the exhaustion of its Limits of Insurance.

E. Who Is An Insured: Fellow Employee

1. The following is added to paragraph **2.a.(1)** of **SECTION II - WHO IS AN INSURED**

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business. However, none of these co-"employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

Paragraph **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, including the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury," caused in whole or in part by their intoxication by liquor or controlled substances.

This coverage is excess over any other valid and collectible insurance available to your "employee" or "volunteer worker."

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F. Who Is An Insured: Newly Formed or Acquired Organizations

Paragraph **3.** of **SECTION II - WHO IS AN INSURED** is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. coverage under this provision is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and

   b. coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

   c. coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization; and

   d. records and descriptions of operations must be maintained by the first Named Insured.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

G. Knowledge of Occurrence, Claim or Suit

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Knowledge of any "occurrence", claim, or "suit" by any agent, servant or "employee" of the Named Insured does not in itself constitute knowledge by the Insured unless notice of such "occurrence", claim or "suit" shall have been received by:

a. you, if you are an individual;

b. a partner, if you are a partnership; or

c. an executive officer or insurance manager, if you are a corporation.

H. Unintentional Errors or Omissions

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, the following is added to Condition **6. Representations:**

If you unintentionally fail to disclose any hazards existing at the inception date of this Policy, we will not deny coverage under this Coverage Form because of such failure.

However, this does not affect our right to collect additional premium, exercise our right of cancellation or non-renewal, or enforce other legal rights based upon a material misrepresentation in response to a specific question in the application for this Policy.

I. Personal and Advertising Injury Amendment of Discrimination or Humiliation

Unless **Coverage B - Personal and Advertising Injury Liability** is excluded from this Policy or does not apply, the following applies:

Under **SECTION V - DEFINITIONS**, paragraph **14. Personal and Advertising Injury**, subparagraph **h.** is added:

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h. discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) not done intentionally by or at the direction of;

(a) an insured; or

(b) any "executive officer," director, stockholder, partner or member of the Insured; and

(2) not directly or indirectly related to the employment, prospective employment or termination of employment of any person or persons by any insured.

J. Incidental Malpractice Liability

1. **SECTION II - WHO IS AN INSURED** is amended by deleting item **2.a.(1)(d)** in its entirety and replacing it with the following:

(d) Arising out of his or her providing or failing to provide professional health care services. However, this exclusion does not apply to nurses, emergency medical technicians or paramedics who are employed by you to provide medical or paramedical services.

2. Under **SECTION V - DEFINITIONS**, paragraph **3. Bodily Injury** is replaced by the following:

3. **"Bodily Injury"** means injury, sickness, disease or "incidental medical malpractice" sustained by a person, including death of a person. "Bodily injury" also means mental anguish, mental injury, or shock if directly resulting from physical injury, sickness, or disease to that person.

3. The following is added to **SECTION V - DEFINITIONS**:

"Incidental medical malpractice" means "bodily injury" arising out of the negligent rendering or failure to render medical or paramedical services to persons by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services provided you are not engaged in the business or occupation of providing any services referred to in this definition.

K. Additional Insured

1. **Owners, Lessees, or Contractors**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured:

(1) Any person or organization, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(a.) premises or equipment you own, rent, lease or occupy; or

(b.) your acts or omissions; or

(c.) the acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

However;

(a.) the insurance afforded to such additional insured only applies to the extent permitted by law; and

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(b.) If coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

(1) This insurance does not apply to "bodily injury" or "property damage" occurring after:

(a.) all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the location of the covered operations has been completed; or

(b.) that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

(2) The insurance provided to any additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

(a.) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or

(b.) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that Insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering or the failure to render any professional services by or for you.

c. With respect to the insurance afforded to these Additional Insureds, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

(1) Required by the contract or agreement; or

(2) Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

2. Vendors

a. SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:

(1.) Any person or organization (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

However:

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(a.) the insurance afforded to such vendor only applies to the extent permitted by law; and

(b.) if coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

b. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1.) The insurance afforded the vendor does not apply to:

(a.) "bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b.) any express warranty unauthorized by you;

(c.) any physical or chemical change in the product made intentionally by the vendor;

(d.) repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e.) any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f.) demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;

(g.) products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor;

(h.) "bodily injury" or "property damage" arising out of the sole negligence of the vendors for its own acts or omission of those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) the exceptions contained in subparagraphs **(d.)** or **(f.)**; or

(ii) such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2.) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

c. With respect to the insurance afforded to these vendors, the following is added to **SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the most amount of insurance:

(1.) Required by the contract or agreement; or

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(2.) Available under the applicable Limits of Insurance shown in the Declarations;

Whichever is less.

3. Primary and Non-Contributory Extension

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this Policy.

Condition **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

a. The following is added to paragraph **a. Primary Insurance:**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1.) The Additional Insured is a Named Insured under such other insurance; and

(2.) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

b. The following is added to paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an Additional Insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the Additional Insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an Additional Insured on other policies.

L. Damage to Premises Rented to You

If Damage to Premises Rented to You is not otherwise excluded from this Coverage Part:

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability:**

   3. The last paragraph of paragraph **2. Exclusions** is deleted in its entirety and replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage by fire, lightning, or "explosion," to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Limit of Insurance applies to this coverage as described in **SECTION III - LIMITS OF INSURANCE.**

2. Paragraph **6.** Under **SECTION III - LIMITS OF INSURANCE** is deleted in its entirety and replaced by the following:

   6. Subject to paragraph **5.** Above, the most we will pay under **Coverage A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage caused by fire, lightning, or "explosion," while rented to you or temporarily

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occupied by you with the permission of the owner, for all such damage caused by fire, lightning, or "explosion," proximately caused by the same event, whether such damage results from fire, lightning, or "explosion," or any combination of the three, is the higher of **$500,000** or the amount shown in the Declarations for the Damage to Premises Rented to You Limit.

3. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS,** subsection **4. Other Insurance**, paragraph **b. Excess Insurance item (ii) of the Occurrence Form** and **item (iii) of the Claims-Made Form** where the words, fire insurance, appear they are changed to, insurance for fire, lightning, or "explosion."

4. As regards coverage provided by this provision **L. Damage to Premises Rented to You**, **SECTION V - DEFINITIONS**, paragraph **9. Insured Contract**, subparagraph **a.** is replaced with the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, or "explosion," to premises while rented to you or temporarily occupied by you with the permission of the owner is not an "insured contract."

5. As regards coverage provided by this provision **L. Damage to Premises Rented to You**, **SECTION V - DEFINITIONS** is amended by the addition of the following definition:

   "Explosion" means a sudden release of expanding pressure accompanied by a noise, a bursting forth of material and evidence of the scattering of debris to locations further than would have resulted by gravity alone.

   "Explosion" does not include any of the following:

   (a) artificially generated electrical current including electrical arcing, that disturbs electrical devices, appliances or wires;

   (b) rupture or bursting of water pipes;

   (c) explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control; or

   (d) rupture or bursting caused by centrifugal force.

M. Waiver of Subrogation

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, subsection **8. Transfer or Rights of Recovery Against Others to Us**, the following paragraph is added:

b. If required by a written "insured contract" executed prior to the occurrence or offense, we waive our right of recovery we have against any person or organization named in such "insured contract," because of payments we make for injury or damage arising out of your ongoing operations or "your work" for that person or organization.

N. Property Damage - Elevators

1. Under paragraph **2. Exclusions** of **SECTION I - COVERAGE A - Bodily Injury and Property Damage Liability**, subparagraphs **(3)**, and **(4)** of exclusion j. **Damage to Property** do not apply if such "property damage" results from the use of elevators.

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2. The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, Condition **4. Other Insurance**, paragraph **b. Excess Insurance**

   The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

O. Contractual Liability for Railroad Exposures

Under **SECTION V - DEFINITIONS**, paragraph **9. Insured Contract**, subparagraph **f.(1)**, is deleted in its entirety.

P. Supplementary Payments

1. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.b.** is replaced with:

   b. Up to **$2,500** for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. In the **Supplementary Payments - Coverages A and B** provision, paragraph **1.d.** is replaced by the following:

   d. All reasonable expenses incurred by the Insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to **$500** a day because of time off work.

Q. Amended Bodily Injury Definition

Under **SECTION V - DEFINITIONS**, definition **3. Bodily injury** is replaced by the following:

3. **"Bodily injury"** means bodily injury, sickness, or disease sustained by a person, including death of a person. "Bodily injury" also means mental anguish, mental injury, or shock, if directly resulting from physical injury, sickness, or disease to that person.

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NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 161504595
TOMPKINS INSURANCE AGENCIES
INC
90 MAIN ST
BATAVIA NY 14020

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
PARKITECTS INC 279 LAKEFRONT BLVD. BUFFALO NY 14202	TOWN OF AMHERST 1615 AMHERST MANOR DRIVE WILLLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
E1259 873-6	313639	09/01/2023 TO 09/01/2024	2/23/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1259 873-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

PRESIDENT
RROBERT B FRASIER
PARKITECTS INC
ONE PERSON CORPORATION

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 370606085

U-26.3

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

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)

PARKITECTS INC
138 LUDLOWVILLE ROAD
LANSING, NY 14882

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

1b. Business Telephone Number of Insured

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

161504595

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

Town of Amherst
1615 Amherst Manor Drive
Williamsville, NY 14221

3a. Name of Insurance Carrier

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

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

LNY809514001

3c. Policy effective period

01-01-2024 to 12-31-2024

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 02-23-2024 By *Elizabeth Tello*

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

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

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number Name and Title

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

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

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY): 10/30/2023

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
Aon Risk Services Central, Inc.
Minneapolis MN Office
5600 West 83rd Street
8200 Tower, Suite 1100
Minneapolis MN 55437 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Markel American Ins Co	28932
INSURER B:	Crum & Forster Indemnity Co	31348
INSURER C:	United States Fire Insurance Co.	21113
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Landscape Structures, Inc.
601 7th Street South
Delano MN 55328 USA

COVERAGES CERTIFICATE NUMBER: 570102492718 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,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X Contractual Incl. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:			MKLM6MMP1000689 GL & Products Liability SIR applies per policy terms & conditions	06/01/2023	06/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $100,000 Excluded $2,000,000 $4,000,000 $4,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Comp Ded $100 / X Collision Ded $500			133-754675-4	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10,000			MKLM6MM70000715	06/01/2023	06/01/2024	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			4087451826	06/01/2023	06/01/2024	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)

RE: Supply and Install. Town of Amherst is included as Additional Insured for General Liability policy as respects their interest in the operations of Landscape Structures Inc. regarding Willow Ridge Park, 20 Bedford Drive, Amherst NY 14228.

CERTIFICATE HOLDER

Town of Amherst
1615 Amherst Manor Drive
Williamsville NY 14221 USA

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

Aon Risk Services Central, Inc.

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The ACORD name and logo are registered marks of ACORD

Holder Identifier :

Certificate No : 570102492718

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

Addendum to Contract Minor Exposure

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

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

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

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

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

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

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

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

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

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

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

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

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

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

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

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

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:

Parkitects, Inc.
Print Name of Company

By: Ben Frasier
Signature

Ben Frasier
Printed name

Date: 2/27/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: Parkitects - Bedford Park Willow Ridge (RES-2024-258 : Onsite Coordination (Bedford) - CRS #4571)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28712 **RESOLUTION 2024-259** **ADOPTED**

Amendment of Agreement (EC DSS) (Original CRS #4328/CRS #4637)

Authorize the Supervisor to sign an amendment between the Town of Amherst (Youth & Recreation Department) and Erie County (Department of Social Services) to original contract CRS #4328 to include payment for temporary absences.

3/11/2024
Consent

FINANCIAL IMPACT:

Revenue to A 7145.02070: TBD

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

Attachment: Amendment of Agreement - Erie County DSS (RES-2024-259 : Amendment of Agreement (EC DSS) (Original CRS #4328/CRS

AMENDMENT OF AGREEMENT

BY AND BETWEEN THE

ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES

AND

TOWN OF AMHERST YOUTH BOARD

THIS AMENDMENT is made as of the date of the last signature affixed hereto, by and between the County of Erie through the Erie County Department of Social Services, with offices located at 95 Franklin Street, Buffalo, New York 14202, hereinafter called the Department and **Town of Amherst Youth Board** with offices located at **4255 Harlem Rd. Amherst, NY 14226, 5005 Sheridan Dr. Williamsville, NY 14221, 730 Hopkins Rd. Williamsville, NY 14221 & 220 Northpointe Parkway Amherst, NY 14228** hereinafter called the Contractor.

WITNESSETH:

WHEREAS, the parties entered into a contract for the purchase of Day Care Services, contract number **DC 2304**, for the period **09/01/2023** through **08/31/2024**; and

WHEREAS, the Department wishes to amend this agreement to include language added to 18 NYCRR§415.6 (b) (c), relative to child absences and program closures, effective **October 6, 2023**

NOW THEREFORE, the parties hereto in consideration of the above, do mutually agree as follows:

The contract between the Department and the Contractor shall be amended by the addition of the following:

1. **Pursuant to 18 NYCRR§415.6 (b), effective October 6, 2023, the Department shall pay the Contractor for childcare services for children who are temporarily absent from the Contractor.**

    a. **80 absences per child, per provider, per state fiscal year (April 1st-March 31st) regardless of the reason for the temporary absence.**

2. **Effective October 6, 2023, the Department shall allow for reimbursement of up to 20 program closures per state fiscal year if the closure is due to an allowable reason as defined in 18 NYCRR§415.6(c).**

3. All other terms and conditions of said contract shall remain unchanged and in full force.

Attachment: Amendment of Agreement - Erie County DSS (RES-2024-259 : Amendment of Agreement (EC DSS) (Original CRS #4328/CRS

NOW THEREFORE, the parties hereto have signed their name to this Amendment the day and year first above written.

APPROVED AS TO CONTENT

BY: _____

DATE: _____

APPROVED AS TO FORM
ECDSS OFFICE OF COUNSEL

BY: _____

DATE: _____

FOR THE CONTRACTOR: _____
(Signature)

TITLE: _____

STATE OF NEW YORK)
COUNTY OF ERIE)

On this ____ day of _____, 20___, before me personally came _____, to me known, who, being duly sworn, did depose and say that (s)he resides in _____ ; that (s)he is an (the) _____of the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her) his name thereto by like order.

_____
NOTARY PUBLIC

My Commission expires on_____.

FOR THE ERIE COUNTY DEPT. OF SOCIAL SERVICES:

_____
FIRST DEPUTY COMMISSIONER

Date: _____

FOR THE COUNTY OF ERIE:

_____
MARK POLONCARZ / LISA CHIMERA
County Executive / Deputy County Executive

Date: _____

Attachment: Amendment of Agreement - Erie County DSS (RES-2024-259 : Amendment of Agreement (EC DSS) (Original CRS #4328/CRS

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 28713 **RESOLUTION 2024-260** **ADOPTED**

Contract Amendment (RC Systems) - (Original CRS #4504/CRS #4650)

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and RC Systems, Inc., amending original contract CRS #4504 to increase web hosting capacity.

3/11/2024
Consent

FINANCIAL IMPACT:

A 7145.4110: up to $2,700.00

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

Attachment: RC Systems Inc Cloud Hosting Contract (RES-2024-260 : Contract Amendment (RC Systems) - (Original CRS #4504/CRS #4650))

RecPro The Recreation Software Solution

March 1, 2024

Prepared for: **Town of Amherst, NY**
Attn: Mary-Diana Pouli
mpouli@amherst.ny.us

Prepared by: **Dale Geiger, Vice President**
(586) 295-9158
dgeiger@recprosoftware.com
dale.geiger@daysmart.com

Cloud Hosting Environment

We will be utilizing the services of a TIER 3 Data Center that uses N + 1 Architecture. Some additional information about the Data Center:

- Security – Biometric, 24 Hour Surveillance
- Infrastructure with Firewalls, IPS and Antivirus
- Network Layer – Routers and Switches
- Redundant Pipe in and out
- Conditioned Power, N + 1
- Generators, N + 1
- SSAE 16 certified
- 99.982% Guaranteed Uptime (with no more than 1.6 hours of downtime per year)

Our tech support team will now manage all updates, installations and database backups. We will no longer need any assistance from your IT Department or IT Professionals relative to these items.

What is a "Named" User?

The Data Center's pricing structure is based on the unique 'Named' user that will be logging into the Cloud Servers to gain access to your department's ReCPro System. We will be responsible for setting up all of these User Profiles (username & password) on the Cloud Servers. Each staff member from your department that needs access to the ReCPro System will most need their own profile and will be listed as a 'Named' user. It is important to note that each 'Named' user can only be used once at a time, so each staff member will need their own profile.

Once a user has logged into the Cloud Server, they will then need to log into ReCPro separately as this will now be a dual login process (once to the Cloud Server and once to ReCPro).

Cloud Hosting Benefits

- ReCPro Software will now work from any location with an internet connection. You can now use ReCPro from outside your office and network!
- No more software to install or update on your PC as all users will now use ReCPro Software through a web browser (Edge, Chrome, Safari, Firefox, etc.).
- No more servers to manage, update or upgrade as ReCPro Software will now be hosted in the Cloud.

Attachment: RC Systems Inc Cloud Hosting Contract (RES-2024-260 : Contract Amendment (RC Systems) - (Original CRS #4504/CRS #4650))

Cloud Hosting Benefits

- No longer need to rely upon your IT Department or Contracted IT Professionals as our team will manage the Database, the Application and the Website on our cloud servers.
- All Database backups will be performed daily and will now be handled by our team.
- Version updates to ReCPro Software can now be rolled out more quickly and efficiently since our tech support team will no longer need to work with your IT Department or IT Professionals.
- Better performance out of your in-house application especially if you are currently struggling with poor internal network speeds.
- Better performance out of your registration website since the Database and Website will now be hosted at the same location and the website will no longer be slowed by your internal firewall.

Cost / Investment

Description	Fee
Cloud Hosting for 9 users @ $25/User Monthly (1)	$225.00
New Monthly Hosting Total	**$225.00**

(1) This monthly fee will be in addition to your existing RecPro annual support & maintenance fee ($3,575) that renews every June 1st.

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
DOC ID: 28717

COMMUNICATION 2024-17

REFERRED

Notice of Claim: Mary Ann Sole Vs. Town of Amherst

3/11/2024
Referred to Town Attorney

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

February 21, 2024

RECEIVED
FEB 2[illegible] 2024
TOWN ATTORNEY

Mary Ann Sole

Town of Amherst Attorney
5583 Main Street
Williamsville, NY 14221

Attn: Law Dept Attorney:

I am writing to request reimbursement for damages, as a result from potholes in Amherst. The area where I hit the pothol I received a flat tire, it caused the whee alignment to be performed, leaking of the beads, and the tire to be repaired. Plus, 5 hours of parts and labor charged for repair

This happened around the Boulevard Mall Macy's, Dick's sporting Goods store, behin the former Sear's store, The Baby Store, Gabe's Store and M&T Bank. The whole area has potholes and rough roads.

I am asking for reimbursement for thes damages. I can be reached at

sincerely,
Mary Ann Sole
Mary Ann Sole

Enc: see attached documents

Attachment: SoleNOC (COM-2024-17 : Notice of Claim: Mary Ann Sole Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
DOC ID: 28675

COMMUNICATION 2024-18 **REFERRED**

Notice of Claim: Tammy M. Ulrich Vs. Town of Amherst

3/11/2024
Referred to Town Attorney

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

SUPREME COURT :: STATE OF NEW YORK
COUNTY OF ERIE
----------X
TAMMY M. ULRICH

Claimant,

NOTICE OF CLAIM

v.

Index No.:

TOWN OF AMHERST
5583 Main Street
Williamsville, NY 14221

VILLAGE OF WILLIAMSVILLE
5565 Main Street
Williamsville, NY 14221

Respondents.
----------X

PLEASE TAKE NOTICE, that the Claimant, TAMMY ULRICH, (hereinafter "Claimant"), submits this Claim against the Town of Amherst and Village of Williamsville, (hereinafter "Respondents"), and in support of said Claim states the following:

1. The address of Claimant is

2. The Attorneys for Claimant are The Coppola Firm PLLC, David M. Goodman, Esq., *Of Counsel*, 4033 Maple Road, Suite 100, Buffalo, New York 14226.

3. The claim arose on January 25, 2024, at approximately 9:00 p.m., on the west side of Northill Road, near Main Street, in the area of a Telergy utility pole, as depicted in the fifteen (15) photos annexed hereto as **EXHIBIT A**.

4. The claim arose when Claimant stepped into the hole that is depicted in the annexed photographs as she was walking her dog.

Attachment: DOC022324-02232024131323 (COM-2024-18 : Notice of Claim: Tammy M. Ulrich Vs. Town of Amherst)

FEB 23 2024 AM 11:49

5. The incident occurred, in whole or in part, as a result of the negligence, carelessness and/or reckless of Respondent, through their agents, servants, and/or employees, including but not limited to a failure to plow, treat, salt, or otherwise abate a hazardous and dangerous condition existing at the time and location of Claimant's fall and prior thereto.

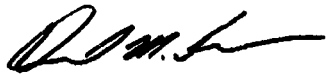
6. That as a result thereof, Claimant has been physically injured including, but not limited to, a fracture to her right ankle.

7. That the incident herein described, and the resultant damages, were caused by the negligence, careless, and reckless of Respondent, by and through their agents, servants, and/or employees, without any comparative fault attributable to Claimant.

WHEREFORE, Claimant requests compensation from Respondents, all along with such other and further relief as may be awarded by the Court, including but not limited to costs and attorney's fees incurred herein, and for such other and further relief as to the Court may seem just and proper.

DATED: Buffalo, New York
February 20, 2024

THE COPPOLA FIRM PLLC



David M. Goodman, Esq.
Attorneys for Claimant
4033 Maple Road, Suite 100
Buffalo, New York 14202
(716) 839-9700
dgoodman@coppolalegal.com

Attachment: DOC022324-02232024131323 (COM-2024-18 : Notice of Claim: Tammy M. Ulrich Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
DOC ID: 28679

COMMUNICATION 2024-19

REFERRED

Notice of Claim: Anthony D'Agostino Vs. Town of Amherst

3/11/2024
Referred to Town Attorney

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

NOTICE OF CLAIM

From:
Anthony D'Agostino

To:
Town of Amherst
5583 Main Street
Williamsville, NY 14221

To whom it may concern,
On 2/20/2024 at 4pm, I , Anthony D'Agostino was driving Southbound on Alberta Dr in the right lane and hit a pothole, which blew out my tire.
Pictures of pothole and tire estimate are included.

FEB 26 2024 PM2:21

Attachment: DOC022724-02272024083316 (COM-2024-19 : Notice of Claim: Anthony D'Agostino Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
DOC ID: 28681

COMMUNICATION 2024-20

REFERRED

Notice of Claim: Jessica M. Petteys Vs. Town of Amherst

3/11/2024
Referred to Town Attorney

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

In the Matter of the Claim of	:	
JESSICA M. PETTEYS	:	
Claimant	:	
	:	
-against-	:	**NOTICE OF CLAIM**
TOWN OF AMHERST	:	
	:	

TOWN OF AMHERST ENGINEERING DEPARTMENT, 1100 N. FOREST RD. WILLIAMSVILLE, NY 14221

PLEASE TAKE NOTICE that JESSICA M. PETTEYS, hereby make(s) claim and demand against the TOWN OF AMHERST and state(s) as follows:

1. Claimant's name and address are: JESSICA M. PETTEYS of

2. The nature of JESSICA M. PETTEYS' claim is for property damage caused by the Amherst Sewage leak into the basement of 35 ROSE CT.

3. This claim arose on JANUARY 26, 2024, at approximately 10:00 AM at 35 ROSE CT. APT 4 AMHERST NY, 14226.

4. On the above listed date my apartment building basement located at 35 ROSE CT was flooded with sewage.

5. On the above listed date, I received an email from my apartment complex, SNYDER PARK VILAGE APARTMENT, stating that the flooding was due to the Town of Amherst Storm Line. Email Attached hereto as **Exhibit 1**.

FEB 27 2024 PM12:0E

Attachment: DOC022724-02272024120901 (COM-2024-20 : Notice of Claim: Jessica M. Petteys Vs. Town of Amherst)

6. I stored my window air-conditioner in my basement storage unit.

7. As a result of the flooding my personal window air-conditioner was saturated in sewage.

8. I was not able to enter my storage unit in the basement for multiple days.

9. Upon, Information and belief, my air conditioner sat in sewage for multiple days. Id.

10. I was able to access my air conditioner on February 1, 2024.

11. When I picked up the air conditioner sewage leaked out of the appliance.

12. The air conditioner no longer functions.

13. The cost of replacing the air conditioner is $174.90. **Exhibit 2**.

14. As a result of the matters described above, JESSICA M. PETTEYS has suffered damages totaling $174.90. Id.

Wherefore, JESSICA M. PETTEYS respectfully requests that the TOWN OF AMHERST allow and pay this this claim for adjustment and payment. Unless the TOWN OF AMHERST adjusts and pays this claim within the time provided by law, JESSICA M. PETTEYS intends to commence an action on this claim.

Attachment: DOC022724-02272024120901 (COM-2024-20 : Notice of Claim: Jessica M. Petteys Vs. Town of Amherst)

Dated: February 21, 2024
Amherst, New York

JESSICA M. PETTEYS
35 Rose Ct.
Buffalo, NY 14226
(518) 932-1628
jessicapetteys@gmail.com

Attachment: DOC022724-02272024120901 (COM-2024-20 : Notice of Claim: Jessica M. Petteys Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
DOC ID: 28691

COMMUNICATION 2024-21 **REFERRED**

Summons and Complaint: Marcus Elliot Jr., an Infant by Marcus Elliot Sr., as Parent and Natural Guardian Vs. Town of Amherst

3/11/2024
Referred to Town Attorney

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

MARCUS ELLIOT JR., an infant, by
MARCUS ELLIOT SR., as Parent and
Natural Guardian,

Plaintiff(s),

vs.

SUMMONS
Index No. _____

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

Defendant.

TO THE ABOVE NAMED DEFENDANT:

YOU ARE HEREBY SUMMONED to answer the attached Complaint in this action and to serve a copy of your answer, upon the attorneys for the plaintiff at the address stated below. If the Complaint is not served with a Summons, to serve a Notice of Appearance on the plaintiffs) attorney within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty days (30) days after completion of service where service is made in any other manner than personal delivery within the State. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

Erie County is the designation as the place of trial. The basis of venue is the residence of the plaintiff(s) who reside(s) in the County of Erie.

DATED: BUFFALO, NEW YORK
February 19, 2024

Yours, etc.,

Marc Shatkin, Esq.
MUSCATO & SHATKIN, LLP
Attorney for Plaintiffs
415 Franklin Street
Buffalo, New York
(716) 842-0550

Attachment: 802557_2024_Marcus_Elliott_jr_v_Town_of_Amherst_SUMMONS___COMPLAINT_1 (COM-2024-21 : Summons and Complaint:

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

MARCUS ELLIOT JR., an infant, by MARCUS ELLIOT SR., as Parent and Natural Guardian,

Plaintiff(s),

vs.

COMPLAINT
Index No. _____

TOWN OF AMHERST

Defendant.

Plaintiff, MARCUS ELLIOT JR., an infant, by MARCUS ELLIOT SR., as Parent and Natural Guardian, by and through his attorneys, Muscato & Shatkin, LLP brings this action against Defendant, TOWN OF AMHERST, and herein states and respectfully alleges as follows:

1. That at all times hereinafter mentioned, Plaintiff MARCUS ELLIOT JR., an infant, by MARCUS ELLIOT SR., as Parent and Natural Guardian, was and still is a resident of the

2. That at all times hereinafter mentioned, Defendant, TOWN OF AMHERST, was and is a municipal corporation incorporated and existing pursuant to the laws of the State of New York and located within the County of Erie, New York.

3. That at all times herein mentioned, Defendant, TOWN OF AMHERST, is and was the owner of Creekwood Park, more fully described as the real property located at or in the vicinity of 370 Sundridge Drive in the Town of Amherst, County of Erie, State of New York, and all appurtenances annexed thereto (hereinafter "Creekwood Park").

4. That pursuant to General Obligations Law §50-e, a Notice of Claim was served upon Defendant, TOWN OF AMHERST, on September 5, 2023, and on November 27, 2023, Defendant, TOWN OF AMHERST, conducted a hearing pursuant to General Obligations Law §50-h.

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5. That Defendant, TOWN OF AMHERST, refused or neglected for more than thirty (30) days since service of the Notice of Claim and up to the commencement of this action to make payment on this claim.

6. Upon information and belief, at all times herein mentioned, Defendant, TOWN OF AMHERST, and/or its servants, agents, employees, licensees, and/or departments, operated, managed, maintained, controlled, supervised, and repaired, Creekwood Park.

7. Upon information and belief, on or about July 8, 2023, it was the duty of Defendant, TOWN OF AMHERST, and/or its servants, agents, employees, licensees, and/or departments, to maintain Creekwood Park in a reasonably safe condition.

8. That on or about July 8, 2023, at approximately 8:00 P.M., Plaintiff, MARCUS ELLIOT JR., was lawfully using Creekwood Park.

9. Upon information and belief, on or about July 8, 2023, there existed a hole, ditch, depression, and/or dangerous and trap-like condition in Creekwood Park; to wit: a hole, ditch, depression and/or dangerous trap-like condition located in the ground next to or near a large drain grate directly behind the baseball field located in Creekwood Park (hereinafter "the Subject Condition").

10. That on or about July 8, 2023, at approximately 8:00 P.M., Plaintiff, MARCUS ELLIOT JR., was caused to trip and fall into the Subject Condition.

11. That as a result of the aforesaid trip and fall, Plaintiff, MARCUS ELLIOT JR., was caused to sustain severe and permanent injuries.

12. Upon information and belief, the Subject Condition was caused and created by Defendant, TOWN OF AMHERST, and/or its servants, agents, employees, licensees, and/or departments.

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13. That the aforementioned occurrence and serious injuries sustained by Plaintiff, MARCUS ELLIOT JR., were caused by the negligence, carelessness, and/or recklessness of Defendant, TOWN OF AMHERST, and its servants, agents, employees, licensees, and/or departments, in the ownership, operation, management, maintenance, and control of Creekwood Park. That at all times herein mentioned, Defendant, TOWN OF AMHERST, is and was the owner and operator of Creekwood Park and its environs, including a basketball court, baseball field, and the surrounding ten acre field.

14. That the aforementioned occurrence and serious injuries sustained by Plaintiff, MARCUS ELLIOT JR., were caused by the aforementioned hole, ditch, depression, and/or dangerous and trap-like condition caused, created, concealed and otherwise neglected by Defendant, TOWN OF AMHERST, and/or its servants, agents, employees, licensees, and/or departments.

15. That no negligence on the part of Plaintiff, MARCUS ELLIOT JR., contributed to the occurrence alleged herein in any manner whatsoever.

16. That because of the negligence, carelessness, and/or recklessness on the part of Defendant, TOWN OF AMHERST, and/or its servants, agents, employees, licensees, and/or departments, in the ownership, operation, management, maintenance, and control of Creekwood Park, and in causing, creating, and/or concealing, the aforementioned hole, ditch, depression, and/or dangerous and trap-like condition, Plaintiff, MARCUS ELLIOT JR., was caused to sustain serious permanent injuries, and to have suffered pain, shock, and mental anguish; that these injuries and their effects will be permanent; that as a result of said injuries, Plaintiff has been caused to incur and will continue to incur expenses for medical care and attention; and, as a further result, Plaintiff was and will continue to be rendered unable to perform Plaintiff's normal activities and

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duties and has sustained a resultant loss therefrom.

17. That because of the aforesaid occurrence, Plaintiff, MARCUS ELLIOT JR., was damaged in an amount that exceeds the jurisdictional limits of all lower courts that otherwise have jurisdiction.

18. That this action falls within one or more exceptions set forth in CPLR §1602.

WHEREFORE, Plaintiff, MARCUS ELLIOT JR., an infant, by MARCUS ELLIOT SR., as Parent and Natural Guardian, respectfully demands judgment against Defendant, TOWN OF AMHERST, in a sum which exceeds the jurisdictional lower limits of all lower courts which would otherwise have jurisdiction, together with costs and disbursements of this action.

DATED: BUFFALO, NEW YORK
February 19, 2024

Yours, etc.,

Marc Shatkin, Esq.
MUSCATO & SHATKIN, LLP
Attorney for Plaintiffs
415 Franklin Street
Buffalo, New York
(716) 842-0550

Attachment: 802557_2024_Marcus_Elliott_jr_v_Town_of_Amherst_SUMMONS___COMPLAINT_1 (COM-2024-21 : Summons and Complaint:

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

Francina J. Spoth
Town Clerk

Meeting: 03/11/24 07:00 PM
Department: Town Clerk
DOC ID: 28678

COMMUNICATION 2024-22

REFERRED

Summons and Complaint: U.S. Bank Trust National Association Vs. Town of Amherst Et Al.

3/11/2024
Referred to Town Attorney

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

15.6.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCAF ACQUISITION TRUST,

Plaintiff,

-against-

JAMES R. SMITH, CHIEF CLERK OF THE CITY COURT OF BUFFALO, KENNETH PIERI ASSIGNED TO COBRA ELITE RECOVERY, ERIE COUNTY PROBATION DEPARTMENT, CREDIT ACCEPTANCE CORPORATION, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, MARIE A. CANNON, COMMISSIONER ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES, TOWN OF AMHERST, CRYSTAL MILLER, MARINER FINANCE, LYNNAISA C, KNIGHT, LVNV FUNDING, "JOHN DOE 1 to JOHN DOE 25"; said names being fictitious, the persons or parties intended being the persons, parties, corporations or entities, if any, having or claiming an interest in or lien upon the mortgaged premises described in the complaint,

Defendants.

----------X

SUMMONS

INDEX NO.:

FILED:

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service or within 30 days after completion of service where service is made in any other manner than by personal delivery within the State. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT

THE OBJECT of the above captioned action is to foreclose a Mortgage in the amount of $46,450.00 recorded in the Erie County Clerk's/City Register's Office on July 31, 2007 in Book: 13363 of Mortgages at Page 6585 covering the premises known as 65 HUETTER AVENUE, BUFFALO, NY 14207. Thereafter, the Mortgage was assigned to HSBC BANK USA, N.A., by

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15.6.a

an Assignment of Mortgage dated August 14, 2008 and recorded with the Erie County Clerk on August 18, 2008, in Book 13416 at Page 5929. The Mortgage was then assigned to FEDERAL NATIONAL MORTGAGE ASSOCIATION, by an Assignment of Mortgage dated November 23, 2015 and recorded with the Erie County Clerk on November 24, 2015, in Book 13746 at Page 5897. The Mortgage was then assigned to NJCC-NYS COMMUNITY RESTORATION FUND, LLC, by an Assignment of Mortgage dated July 26, 2017 and recorded with the Erie County Clerk on July 28, 2017, in Book 13820 at Page 7648. The Mortgage was then assigned to NJCC-NYS ERIE COUNTY COMMUNITY RESTORATION FUND, LLC, by an Assignment of Mortgage dated November 13, 2018 and recorded with the Erie County Clerk on December 5, 2018, in Book 13880 at Page 326. The Mortgage was then assigned to NJCC-NYS ERIE COUNTY COMMUNITY RESTORATION FUND, LLC, by a Corrective Assignment of Mortgage dated April 10, 2019 and recorded with the Erie County Clerk on April 29, 2019, in Book 13894 at Page 2144. The loan was then modified by a Loan Modification Agreement with an effective date of August 1, 2019. The borrower was then approved for a Payment Deferral Agreement as of November 24, 2020. The Mortgage was then assigned to GOLDMAN SACHS MORTGAGE COMPANY, by an Assignment of Mortgage dated April 12, 2023 and recorded with the Erie County Clerk on April 18, 2023, in Book 14088 at Page 323. The Mortgage was further assigned to MCLP ASSET COMPANY, INC., by an Assignment of Mortgage dated July 12, 2023 and recorded with the Erie County Clerk on July 19, 2023, in Book 14097 at Page 4261. The Note was then transferred to Plaintiff and Mortgage to be assigned by an assignment to be recorded.

The relief sought in the within action is a final Judgment of Foreclosure and Sale directing the sale of the premises described above to satisfy the debt secured by the Mortgage described above.

Erie County is designated as the place of trial on the basis of the fact that the real property affected by this action is located wholly within said County.

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Packet Pg. 491

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home.

Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your Property.

Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

Dated: Westbury, New York
February 7, 2024

DRUCKMAN LAW GROUP PLLC

By:_____
Stuart L. Druckman, Esq.
Attorneys for Plaintiff
242 Drexel Avenue
Westbury, NY 11590
(516) 876-0800

WE ARE ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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15.6.a

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

----------X

U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCAF ACQUISITION TRUST,

Plaintiff,

-against-

JAMES R. SMITH, CHIEF CLERK OF THE CITY COURT OF BUFFALO, KENNETH PIERI ASSIGNED TO COBRA ELITE RECOVERY, ERIE COUNTY PROBATION DEPARTMENT, CREDIT ACCEPTANCE CORPORATION, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, MARIE A. CANNON, COMMISSIONER ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES, TOWN OF AMHERST, CRYSTAL MILLER, MARINER FINANCE, LYNNAISA C, KNIGHT, LVNV FUNDING, "JOHN DOE 1 to JOHN DOE 25"; said names being fictitious, the persons or parties intended being the persons, parties, corporations or entities, if any, having or claiming an interest in or lien upon the mortgaged premises described in the complaint,

Defendants.

----------X

COMPLAINT

INDEX NO.:

FILED:

Plaintiff, by its attorneys **DRUCKMAN LAW GROUP PLLC,** complaining of the defendants, alleges:

1. At all times hereinafter mentioned plaintiff was and still is a corporation having an office for the conduct of business at c/o Selene Finance LP, 3501 Olympus Boulevard, 5th Floor, Suite 500, Dallas, TX 75019.

2. On or about July 31, 2007, JAMES R. SMITH duly executed and delivered to HSBC MORTGAGE CORPORATION (USA) a Note whereby he bound himself to pay the sum of $46,450.00 with interest at the Note rate, or if applicable, subject to changes according to the terms of the Note and to pay to the entity entitled to enforce the Note, its successors and assigns, this sum together with the interest due as follows: By payments under the terms of the

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aforementioned Note, until the principal and interest are paid in full.

3. As security for the payment of said Note, JAMES R. SMITH executed, acknowledged and delivered to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HSBC MORTGAGE CORPORATION (USA) a mortgage that was recorded in the Office of the Clerk or Register of Erie County on July 31, 2007 in Book: 13363 of mortgages at page 6585 and the mortgage tax was paid, whereby they mortgaged the hereinafter described real property to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HSBC MORTGAGE CORPORATION (USA).

3A. Thereafter, the Mortgage was assigned to HSBC BANK USA, N.A., by an Assignment of Mortgage dated August 14, 2008 and recorded with the Erie County Clerk on August 18, 2008, in Book 13416 at Page 5929. The Mortgage was then assigned to FEDERAL NATIONAL MORTGAGE ASSOCIATION, by an Assignment of Mortgage dated November 23, 2015 and recorded with the Erie County Clerk on November 24, 2015, in Book 13746 at Page 5897. The Mortgage was then assigned to NJCC-NYS COMMUNITY RESTORATION FUND, LLC, by an Assignment of Mortgage dated July 26, 2017 and recorded with the Erie County Clerk on July 28, 2017, in Book 13820 at Page 7648. The Mortgage was then assigned to NJCC-NYS ERIE COUNTY COMMUNITY RESTORATION FUND, LLC, by an Assignment of Mortgage dated November 13, 2018 and recorded with the Erie County Clerk on December 5, 2018, in Book 13880 at Page 326. The Mortgage was then assigned to NJCC-NYS ERIE COUNTY COMMUNITY RESTORATION FUND, LLC, by a Corrective Assignment of Mortgage dated April 10, 2019 and recorded with the Erie County Clerk on April 29, 2019, in Book 13894 at Page 2144. The loan was then modified by a Loan Modification Agreement with an effective date of August 1, 2019. The borrower was then approved for a Payment Deferral Agreement as of November 24, 2020. The Mortgage was then assigned to GOLDMAN SACHS MORTGAGE COMPANY, by an Assignment of Mortgage dated April 12, 2023 and recorded with the Erie County Clerk on April 18, 2023, in Book 14088 at Page 323. The Mortgage was further assigned to MCLP ASSET COMPANY, INC., by an Assignment of Mortgage dated July 12, 2023 and recorded with the Erie County Clerk on July 19, 2023, in Book 14097 at Page 4261. The Note was then transferred to Plaintiff and Mortgage to be assigned by an assignment to be recorded.

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3B. The Plaintiff is the holder of the subject Note and Mortgage or has been delegated the authority to institute a mortgage foreclosure action by the holder of the subject Note and Mortgage.

3C. Upon information and belief, plaintiff has complied with all of the provisions of section five hundred ninety-five-a of the banking law and any rules and regulations promulgated thereunder, section six-l or six-m of the banking law, and sections thirteen hundred four (90-Day Notice) and thirteen hundred six (Banking Department) of the RPAPL.

3D. Pursuant to CPLR Rule 3408, the above-entitled action is a foreclosure action on a residential Mortgage loan as such term is defined in RPAPL § 1304. Thus, a settlement conference is necessary in this matter.

4. The Mortgage provides that in addition to principal and interest, the mortgagor will deposit with the holder thereof monthly installments for the payment of taxes, water, sewer charges and insurance premiums; and that a late charge may be assessed if any payments are late.

5. The Note provides that in the event borrower fails to make timely payments, the borrower will be in default, and that if the holder has required immediate payment in full, the holder will have the right to be reimbursed for all of its costs and expenses in enforcing the Note including reasonable attorneys' fees.

6. The Mortgage contains the same conditions as the Note in case of default and provides that, at the option of the mortgagee, the unpaid principal balance together with accrued interest and all other amounts due pursuant to the terms of the Note and Mortgage shall become due, and that plaintiff is empowered to sell said real property in one parcel and out of the moneys generated from the sale to pay the amount due for principal, interest, and all other amounts due pursuant to the terms of the Note and Mortgage together with the costs and expenses of this action.

7. The mortgagor has failed to comply with the terms and conditions of said Note and Mortgage and have defaulted by failing to pay $537.45 which became due on July 1, 2021 and by failing to pay the monthly payments which became due thereafter. These amounts remain unpaid and plaintiff has demanded same in accordance with the loan documents, if necessary.

8. There is now due plaintiff the principal amount of $96,542.02 with interest thereon at the rate of 6.000 per cent per annum from June 1, 2021, and deferred principal balance in the amount of $3,571.44, along with all other amounts due pursuant to the terms of the Note and Mortgage, together with the costs and expenses of this action. The plaintiff now declares the entire

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amount due.

9. The defendants and each of them have or claim to have or may have some interest or lien or claim upon the lands and premises covered by said mortgage or some part thereof, but that said interest, lien or claim, if any, have accrued subsequent to such mortgage, and are and each of them is subject and subordinate thereto.

9A. That the Defendants "JOHN DOE 1 to JOHN DOE 25" are joined as party Defendants because they may be tenants/occupants, or may be in possession of the aforementioned premises, or may be corporations, or other entities or persons who claim, or may claim, a lien against the premises.

9B. CHIEF CLERK OF THE CITY COURT OF BUFFALO is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises, including judgment in the original amount of $120.00, recorded on May 1, 2013, in Book 259 at Page 7605; judgment in the original amount of $120.00, recorded on July 31, 2013, in Book 262 at Page 9656; judgment in the original amount of $120.00, recorded on April 13, 2015, in Book 280 at Page 5868, and several other possible judgments against James R. Smith, or persons with same or similar names, which may be liens against the subject premises. A copy of same is annexed hereto marked Exhibit "C".

9C. KENNETH PIERI ASSIGNED TO COBRA ELITE RECOVERY is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises. A copy of same is annexed hereto marked "Exhibit "D".

9D. ERIE COUNTY PROBATION DEPARTMENT is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises, including judgment in the original amount of $180.60, recorded on September 30, 2014, in Book 274 at Page 8956, and several other possible judgments against James R. Smith, or persons with same or similar names, which may be liens against the subject premises. A copy of same is annexed hereto marked Exhibit "E".

9E. CREDIT ACCEPTANCE CORPORATION is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises. A copy of same is annexed hereto marked "Exhibit "F".

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9F. NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises, including State Tax Warrant in the original amount of $2,111.22, recorded on July 12, 2017, in Book 303 at Page 2107, and several other possible judgments against James R. Smith, or persons with same or similar names, which may be liens against the subject premises. A copy of same is annexed hereto marked Exhibit "G".

9G. MARIE A. CANNON, COMMISSIONER ERIE COUNTY DEPARTMENT OF SOCIAL SERVICES is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises, including judgment in the original amount of $825.00, recorded on February 19, 2020, in Cause No. 20802373, and several other possible judgments against James R. Smith, or persons with same or similar names, which may be liens against the subject premises. A copy of same is annexed hereto marked Exhibit "H".

9H. TOWN OF AMHERST is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises, including judgment in the original amount of $150.00, recorded on July 7, 2023, in Control No. 2023115079, and several other possible judgments against James R. Smith, or persons with same or similar names, which may be liens against the subject premises. A copy of same is annexed hereto marked Exhibit "I".

9I. CRYSTAL MILLER is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises. A copy of same is annexed hereto marked "Exhibit "J".

9J. MARINER FINANCE is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises. A copy of same is annexed hereto marked "Exhibit "K".

9K. LYNNAISA C. KNIGHT is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises. A copy of same is annexed hereto marked "Exhibit "L".

9L. LVNV FUNDING is joined as a party defendant for the purpose of cutting off possible judgments, which may be liens against the subject premises. A copy of same is annexed hereto marked "Exhibit "M".

Attachment: DOC022724-022720240828810 (COM-2024-22 : Summons and Complaint: U.S. Bank Trust National Association Vs. Town of Amherst

10. No other action or proceeding at law, in equity or otherwise was completed for the recovery of any part of the principal or interest, secured by said Note and Mortgage.

11. Said premises and the title thereto are subject to any state of facts an accurate survey would show; to all covenants, restrictions, easements, agreements, reservations, and prior liens, if any, of record and to any violations thereof; to the physical condition of any building or structure as of the date of sale hereunder; to building restrictions and zoning ordinances and to any violations of the same.

12. The plaintiff shall not be deemed to have waived, altered, released or changed its demand for payment in full by reason of payment, after the date of the commencement of this action, of any of the defaults mentioned herein; and such demand shall continue and remain effective until the costs and disbursements of this action and any and all future defaults under the Note and Mortgage occurring prior to a discontinuance of this action are fully paid.

13. The premises affected by and described in said mortgage are known as 65 HUETTER AVENUE, BUFFALO, NY 14207 as more fully described in SCHEDULE "A" annexed hereto.

14. Plaintiff has complied with the provisions of the Banking Law § 9-x, if applicable.

WHEREFORE, plaintiff demands judgment:

1. That the defendants herein and all persons claiming under them, subsequent to the commencement of this action and the filing of a notice of pendency, be barred and foreclosed of all estate, right, title, interest, claim, lien and equity of redemption to the said mortgaged real property; except the right of the United States of America and/or its political subdivisions, if it be a party defendant to this action, to redeem as provided for by applicable law.

2. That the said real property may be decreed and ordered to be sold in one parcel according to law, subject to the provisions of paragraph "11" above; that the moneys generated from the sale be disbursed as follows: to the plaintiff the amount due on said Note and Mortgage, with interest as set forth to the time of such payment, together with any amount advanced for taxes, water charges, sewer rent, insurance or to protect the validity of the mortgage or the condition of the property; together with the costs and expenses of such sale; the costs, allowances and disbursements of this action; reasonable attorneys' fees; and all other charges and liens thereon to be paid, with interest from the dates of the respective payments and advances, so far as the amount

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of such moneys properly applicable thereto will pay the same.

3. That the defendant JAMES R. SMITH be adjudged to pay any deficiency, which may remain after applying all of said moneys so applicable thereto, so long as the personal liability for said debt was not discharged in bankruptcy.

4. That during the pendency of this action, a Receiver of rents, issues and profits of the said mortgaged premises be appointed with the usual powers of such Receivers.

5. That the plaintiff be awarded such other, further and different relief in the real property and otherwise as may be just and equitable.

Dated: Westbury, New York
February 7, 2024

DRUCKMAN LAW GROUP PLLC

By:_____
Stuart L. Druckman, Esq.
Attorneys for Plaintiff
242 Drexel Avenue
Westbury, NY 11590
(516) 876-0800

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