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, August 5, 2024 | **3:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

3:00 PM Meeting called to order on August 5, 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	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Mary Diana Pouli	Town of Amherst	Exec. Dir. of Youth & Recreation Departments	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	
Mark S. Berke	Town of Amherst	Building Commissioner	Present	
Robert McCarthy	Town of Amherst	Director of Human Resources	Present	

V. MINUTES APPROVAL

1. Monday, July 22, 2024

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

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 (6)

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 (2)

9. Board of Assessment Review

Membership is full.

10. **Board of Electrician Examiners**
    Membership is full.
11. **Board of Ethics**
    Membership is full.
12. **Board of Plumbing and Drainage Examiners**
    Membership is full.
13. **Design Advisory Board**
14. **Employee Suggestion Program Merit Award Board**
    Membership is full.
15. **Employee Suggestion Review Committee**
16. **Energy Conservation Citizens Advisory Committee (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 (2)**
21. **Library Board of Trustees (2)**
22. **Minority / Woman Owned Business (4)**
23. **Open Government Advisory Board (8)**
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**

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 3:00 PM.

The following speakers addressed the Town Board:
Andrea Morgante, 253 Woodshire Ct - Amherst Government Financial Advisory Board
Tom Weisbeck, 48 Drawbridge Ct - streetlights and Costco
Dan Rider, 38 Garden Pkwy - Police enforcement on speeding
Dennis Hoban, 216 California Dr - property tax increase and Royal Parkway project
Tom Frank, Main St - Resolution 2024-660
Bob Drdul, 92 Chateau Ter - Police presence around Park School
Don Smith, 201 N Long St - Amherst Government Financial Advisory Board
Jane Cox, 4584 Harlem Rd - Amherst Government Financial Advisory Board

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 3:24 PM.

XI. CONSENT AGENDA

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

B. TOWN CLERK:

1. Resolution 2024-649

Authorization to Use T-Account Funds

The Town Clerk's Office respectfully requests approval to spend $13,061.25 (plus shipping) from the Town Clerk's Preservation Fund (T3064 4002). These funds will be used to purchase 135 Vital Statistics Binders from Government Forms & Supplies.

8/5/2024
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 2024-650

Fireworks Display - Park Country Club

Request for fireworks permit on August 24, 2024 at approx. 9:30 PM at Park Country Club, 4949 Sheridan Dr. with the following conditions:

1. That the spectators, parking areas and dwellings be 240 feet from the fireworks discharge location for vertical mortars. (max. 4 inch shells)
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the approved shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event. Submitted shooters are Nick Leo, Justin Hoellig, and Mark Mongeon.
5. Display shall follow NFPA 1123-2018 & IFC 2020.
6. Crowds over 1000 people require a crowd managers as per the International Fire Code.
7. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

8/5/2024
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

3. Resolution 2024-651

New Firefighter for Main-Transit Fire Department

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

Nathan Knolhoff
157 McKinley Dr
Williamsville, NY 14221

8/5/2024
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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2024-652

Parks Pavilions Roof Replacement Change Order CRS #4981

We are requesting that the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $858.00.

During construction it was found that the wooden roof deck had become rotten due to previous water damage. The contractor replaced the damaged roof deck with new materials.

As per above, the project above shall increase funding required from the project associated with account KP2311.4972. The remaining funds in the account are adequate to cover this expense.

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

Thank you for considering this request.

8/5/2024
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

E. CENTRAL ALARM:

1. Resolution 2024-653

Purchase of Chair through OGS Contract PC70286 CRS #4976

Request the Supervisor sign an agreement with Eaton Office Supply for the purchase of an office chair through New York State OGS contract #PC70286.

8/5/2024
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 2024-654

Millington Lockwood Agreement CRS #4977

Request the Supervisor sign an agreement with Millington Lockwood for the purchase of an office chair through New York State OGS contract #PC70241.

8/5/2024
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

F. COMPTROLLER:

1. Resolution 2024-655

Budget Transfers and Amendments

For August 5, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 07/31/2024
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:***

BUDGET AMENDMENTS - 2024

INCREASE: ***INCREASE:***

A7253.03826 Ice Rink - Grant Revenue $50,400 A7253.4000 Contractual $50,400
To setup budget for CRS# 4965 Energy Efficient Lighting Systems - National Grid for lighting upgrade at the Ice Rink Facility.

N2323.02785 CDBG & VG- PI $23,604.00 N2323.4000 Contractual $23,604.00
N2325.02785 CDBG Admin- PI $5,901.00 N2325.1000 Personal Svc $5,481.65
N2325.8030 FICA $419.35
To recognize Community Development program income from 224 Hedstrom, Amherst.

N1042.05002 Amh Home- Health Ins. Contr $2,966.16 N1042.8050 Health Insurance $2,966.16
To recognize 2nd Qtr. 2024 employee health insurance contributions.

N2341.02785 AMH 1st Time Homebuyer- PI $5,895.00 N2341.4000 Contractual $5,895.00
N2354.02785 HOME Admin- PI $655.00 N2354.4003 10% Admin $655.00
To recognize Community Development program income from 4765 Chestnut Ridge, Amherst.

N2323.02785 CDBG & VG- PI $7,333.48 N2323.4000 Contractual $7,333.48
N2325.02785 CDBG Admin- PI $1,833.37 N2325.1000 Personal Svc $1,703.08
N2325.8030 FICA $130.29
To recognize Community Development program income from 107 Noel, Amherst.

N2341.02785 AMH 1st Time Homebuyer- PI $4,068.97 N2341.4000 Contractual $4,068.97
N2354.02785 HOME Admin- PI $452.11 N2354.4003 10% Admin $452.11
To recognize Community Development program income from 107 Noel, Amherst.

N2340.02785 AMH HOME- PI $7,813.36 N2340.4000 Contractual $7,813.36
N2354.02785 HOME Admin- PI $868.15 N2354.4003 10% Admin $868.15
To recognize Community Development program income from 190 Hillcrest, Amherst

N2344.02785 Cheek Housing- PI $9,497.19 N2344.4000 Contractual $9,497.19
N2349.02785 Cheek Admin- PI $1,055.24 N2349.4003 10% Admin $1,055.24
To recognize Community Development program income from 146 N. Transithill, Cheektowaga.

A3132.04389 Tactical Team Grant - Fed. Grant $75,000 A3132.2600 Other Equipment $52,517.75
A3132.4040 Travel $9,407.25
A3132.4120 Training $13,075.00
To setup Dept. of Homeland Security & Emergency Services Tactical Team Grant budget, pending CRS# 4949 approval.

A1112.04389 Criminal Justice Drug Court Grant $30,000 A1112.2100 Furniture, Desks, Chairs $2,000
A1112.4010 Office Supplies $10,000
A1112.4040 Travel $9,500
A1112.4120 Training $8,500
To setup Criminal Justice Drug Court Grant budget, pending CRS# 4899 approval.

KP2415.03089 ACP Splash Pad - State Aid $250,000 KP2415.4972 Construction $250,000
To setup up State Grant from Office of Parks, Recreation and Historic Preservation for splash pad at Amherst Central Park, pending CRS# 4974 approval.

8/5/2024

A motion to approve was made by Supervisor Kulpa, 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

G. CONTRACT COMPLIANCE:

1. Resolution 2024-656

Award Bid #2024026 Chrysler Motors Vehicle Service & Parts - CRS #4978

WHEREAS, the Contract Compliance and Administration Department received bids on June 27, 2024 for Chrysler Motors Service and Parts; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport.

8/5/2024
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 2024-657

Award Bid #2024028 Town Wide Building Generator Maintenance - CRS #4990

WHEREAS, the Contract Compliance and Administration Department received bids on July 11, 2024 for Town Wide Building Generator Maintenance; and

WHEREAS, the bid process resulted in responses from five (5) vendors as per the attached bid tabulation form;

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

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Emergency Power Systems LLC; and

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

8/5/2024
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

H. COURT:

1. Resolution 2024-658

Byrne Memorial Justice Assistance Grant CRS #4899

Whereas, kindly adopt a resolution authorizing the Supervisor to adopt and execute the Grant agreement between the Town of Amherst (Court) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the Byrne Memorial Justice Assistance Grant awarded the Amherst Town Court, CRS ID #4899 attached.

Whereas, these funds are essential to the continued success of the Town Court, in particular the Treatment Court as well as others.

Thereby, let it be resolved the Town Board approve the Supervisor sign the contract for the Grant Awarded.

8/5/2024
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

I. ECONOMIC DEVELOPMENT:

1. Resolution 2024-659

Agreement for Shared Website CRS #4948

WHEREAS, the Town of Amherst's' Recovery Plan has a stated goal to Undertake Marketing & Lead Generation Campaign; and,

WHEREAS, Town of Amherst commissioned the development of a Strategic Economic Development Plan ("SEDP") which was accepted by the Town Board in September 2023. The SEDP provides an Implementation Plan to execute the economic goals developed, including updating the Town's Economic Development website; and,

WHEREAS, the Amherst Industrial Development Agency ("AIDA") also desires to update its website to better promote economic development throughout the Town; and,

WHEREAS, through an RFP process, Town of Amherst and AIDA have identified Blackdog/Camoin to have a proven track record of excellence, reliability and creativity in website development and marketing for municipalities and economic development agencies; and,

WHEREAS, cooperation between the Town and AIDA with sharing costs and assets of this resource is cost effective and eliminates redundancy,

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to execute a Professional Services Agreement between the Town of Amherst and AIDA to share costs and resources associated with this contract. CRS #4948.

8/5/2024
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 2024-660

Authorize Supervisor to Sign Grant Agreement with NYS Office of Parks, Recreation and Historic Preservation - CRS #4974

Requesting the Town Board to authorize the Supervisor to sign a contract with New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) to receive grant funds of $250,000 for a Splash Pad, CRS#4974.

8/5/2024
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

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2024-661

Change Order No. 2 Final Quantity Adjustments– Master's Edge Inc. ADA Ramp and Sidewalk Installation and Repair Town of Amherst Job #2016.059 CRS #4764

We are requesting the Town Board to approve the above referenced Change Order No. 2, which calls for a $19,292 decrease in the contract amount. This change order reflects final quantity adjustments. Upon approval, the final value of the referenced contract will be $177,180.

May we please have approval for Change Order No. 2 for a decrease in contract price? The project account number associated with this request is KP2319-4972. This request has successfully completed the contract review process. Thank you for considering this request.

8/5/2024
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

L. FINANCE:

M. HIGHWAY

1. Resolution 2024-662

Authorize Supervisor to Sign Contract with OMNIA Piggyback - Carquest/Advanced Auto Parts-CRS#4982

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on contract CRS#4982 with the OMNIA PARTNERS contract with Carquest/Advanced Auto Parts for fleet services, parts and equipment for the automotive and truck replacement parts, auto-body and paint products, tools and equipment, specialty parts, accessories and service items.

The OMNIA PARTNERS and Carquest/Advanced Auto Parts Contract Number is R-LD-23013-01 with the Prince William County Public Schools, VA for the period of 10/05/2023 to 10/31/2028.

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Supervisor to sign this contract. This contract approval is pending successful completion of the Contract Routing System (CRS #4982) and the Town Attorney approval.

8/5/2024
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 2024-663

Authorize Payment to Siteone Landscape Supply

WHEREAS, due to a miscommunication between the Highway Department (Forestry) and Siteone Landscape Supply Company, Highway ordered a item not on the contract, and

WHEREAS, the Arborjet Quick Jet Air kit for the Forestry Section was ordered and received, and

WHEREAS, Funding is available under B8560-4350, and

NOW, THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the payment of $2,659.05 via Purchase Order Number 24-19737 to Siteone Landscape Supply Company.

8/5/2024
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

3. Resolution 2024-664

Award Quote for Argo XTV CRS #4971

WHEREAS, the Highway Department received Quotes on ARGO XTV; and

WHEREAS, the quote process resulted in responses from three (3) vendors, as per the attached quote form.

THEREFORE BE IT RESOLVED, the Town Board authorizes the Highway Department to award this quote to THE SLED WORKS, 10964 State Route 28, Forestport, NY 13338; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with The Sled Works pending successful completion of the Contract Routing System (CRS #4971) and the Town Attorney.

8/5/2024
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

N. HUMAN RESOURCES:

1. Resolution 2024-665

Detective Sergeant/Police Department

Please appoint a Detective Sergeant to the Police Department. Temporary, effective August 6, 2024 at an annual salary of $103,560 for Sean Charleston.

This is a promotion for an employee currently serving as Detective.

Replacing an employee who retired.

8/5/2024
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 2024-666

Detective/Police Department (2 Positions)

Please appoint two (2) Detectives to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 6, 2024 at an annual salary of $100,741 for Lawrence Wanat and Lucas Kieffer.

These promotions are for employees currently serving as Police Officers.

Replacing employees who were promoted.

8/5/2024
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

3. Resolution 2024-667

Laborer/Senior Services

Please appoint a Laborer to the Senior Services Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 6, 2024 at an hourly rate of $17.40, Grade 3, Step A for Steven Janis.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

8/5/2024
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

4. Resolution 2024-668

Wastewater Treatment Plant Operator "A"/Engineering/Wastewater Treatment Plant Department

Please appoint a Wastewater Treatment Plant Operator to the Engineering Department-Wastewater Treatment Plant, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Rule XIII, effective August 6, 2024, at an hourly rate of $28.25, Grade V, Step 3 for Sean McGuire.

This is a promotion for an employee who is currently serving as Wastewater Treatment Plant Operator-Trainee and has acquired his 3A License.

8/5/2024
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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

Q. POLICE:

1. Resolution 2024-669

Targeted Tactical Team Grant FY2021 (CRS #4949) Grant Agreement: NYS Division of Homeland Security and Emergency Services

TOWN BOARD AGENDA ITEM: AUGUST 5, 2024

TO: **Town Board**

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

RE: **Targeted Tactical Team Grant FY2021 (CRS #4949) Grant Agreement: NYS Division of Homeland Security and Emergency Services**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and NYS Division of Homeland Security and Emergency Services with regard to the above-entitled matter. This grant agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 5, 2024)**

8/5/2024
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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2024-670

Contract Extension TOA Bid 2021021 Rolls Royce Turbine OnPower, Inc. CRS No. 4979

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with OnPower, Inc. The terms and conditions within Town of Amherst Bid 2021021 Rolls Royce Turbine Generator Inspection/Service/Repair shall remain the same. This extension would run from date of Town Board Approval by the Town of Amherst through August 08, 2027.

Funds for this request are available in G9916-4960.

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

Thank you for considering this request.

8/5/2024
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

T. YOUTH AND RECREATION:

1. Resolution 2024-671

NYPA Pre-Payment Authorization

Authorize the Comptroller's Office to make prepayments to the New York Power Authority (NYPA) for the duration of the Northtown Center Chiller project (CRS #4522). This will

allow the Town to avoid short-term financing charges. Prepayment amounts and timing will be determined by the Director of Finance and Comptroller.

8/5/2024
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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2024-64

Request for Public Hearing - 1050 New Road

Letter from Jeffery Palumbo, Esq. requesting a public hearing be set for a proposed solar project at 1050 New Road.

8/5/2024
A motion to refer to the Planning Department and Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

2. Communication 2024-65

Correspondence from Joe Voytovich

Letter from Joe Voytovich regarding the Town's Emergency Services Department.

8/5/2024

A motion to refer to the Human Resources Department was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

3. Communication 2024-66

Notices of Claim

The following Notices of Claim were received at the Town Clerk's Office:

Noor A. Mohammed
Hannah R. Krull
Ibrahim V. Khatib
Timothy P. Georger
Soliegh M. Dougherty
Elvi J. Dougherty
Majd M. Ayoub
Jay M. Ayoub
Yousef A. Ahmed

8/5/2024
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

3:32 PM.

The following speakers addressed the Town Board:
Don Smith, 201 N Long St - Amherst Government Financial Advisory Board meeting & Royal Park project
Andrea Morgante, 253 Woodshire Ct - Resolution 2024-649 & 655
Tom Weisbeck, 48 Drawbridge Ct - Communication 2024-66 and Boulevard Mall
Tom Frank, Main St - Resolution 2024-660

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 3:43 PM.

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, at 3:50 PM Supervisor Kulpa moved to adjourn to Executive Session, seconded by Councilmember Berger and unanimously approved 5-0. Items discussed in executive session: two personnel issues. Executive session ended at 4:00 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 29254 **RESOLUTION 2024-649** **ADOPTED**

Authorization to Use T-Account Funds

The Town Clerk's Office respectfully requests approval to spend $13,061.25 (plus shipping) from the Town Clerk's Preservation Fund (T3064 4002). These funds will be used to purchase 135 Vital Statistics Binders from Government Forms & Supplies.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

T3064-4002 (Town Clerk Preservation Fund)

$13,061.25 plus shipping

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: 08/05/24 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29259 **RESOLUTION 2024-650** **ADOPTED**

Fireworks Display - Park Country Club

Request for fireworks permit on August 24, 2024 at approx. 9:30 PM at Park Country Club, 4949 Sheridan Dr. with the following conditions:

1. That the spectators, parking areas and dwellings be 240 feet from the fireworks discharge location for vertical mortars. (max. 4 inch shells)
2. That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3. That the trajectory of shells shall not come within 25 feet of overhead objects.
4. That the approved shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event. Submitted shooters are Nick Leo, Justin Hoellig, and Mark Mongeon.
5. Display shall follow NFPA 1123-2018 & IFC 2020.
6. Crowds over 1000 people require a crowd managers as per the International Fire Code.
7. If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
8. The Amherst Town Board shall designate a time when the Fireworks display must conclude.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Income for the Town

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

TOWN OF AMHERST
BUILDING DEPARTMENT
DIVISION OF FIRE SAFETY
5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7142

FIRE PREVENTION / OPERATING PERMIT

APPLICATION DATE	DATE ISSUED	EXPIRATION DATE	PERMIT NUMBER
07/19/2024	07/22/2024	01/22/2025	FP-2024-0046

APPLICANT	ADDRESS	PHONE NUMBER
SKYLIGHTERS OF WNY	3362 BAKER RD.. ORCHARD PARK	716-903-3291

LOCATION OF ACTIVITY: - (SITE) 4949 Sheridan Dr, Amherst, NY 14221

THE ABOVE NAMED INDIVIDUAL/BUSINESS HEREBY MAKES APPLICATION TO CONDUCT THE FOLLOWING ACTIVITY PER CHAPTER 83 OF THE BUILDING CONSTRUCTION ADMINISTRATION CODE OF THE TOWN OF AMHERST AND FOR THE KEEPING, STORAGE, OCCUPANCY USE, SALE, HANDLING, OR MANUFACTURE OF THE FOLLOWING: (STATE QUANTITIES NORMALLY TO BE STORED, HOW STORED, OR USED, GIVING AMOUNTS FOR EACH KIND OR CATEGORY.)

Fireworks Display
August 24, 2024 at approx 9:30 PM
Must comply with IFC and NFPA
4 inch max shell (240 foot clearance)
Fire extinguishers required
Amherst Town Board to set a time for the display to conclude

IN ACCORDANCE WITH THE FIRE PREVENTION CODE OR NFPA SECTION(S).

APPROVED BY FIRE OFFICIAL	DATE	FEE PAID
DJ- Pfeil	07/22/2024	150.00

THIS PERMIT MUST BE POSTED ON THE ABOVE MENTIONED PREMISES

STATEMENT

I HEREBY ACKNOWLEDGE THAT I HAVE READ THIS APPLICATION, THAT THE INFORMATION GIVEN IS CORRECT, AND THAT I AM THE OWNER OR DULY AUTHORIZED TO ACT IN THE OWNER'S BEHALF AND AS SUCH HEREBY AGREE TO COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FIRE PREVENTION CODE

Signature — Owner (Title)

DO NOT WRITE BELOW THIS LINE

COMMENTS:

APPROVED BY FIRE OFFICIAL — DATE

WHERE APPLICABLE - SEPARATE PERMITS ARE REQUIRED FOR BUILDING CONSTRUCTION ACTIVITY INCLUDING ELECTRICAL, PLUMBING, AND MECHANICAL INSTALLATIONS.

Attachment: Skylighters Permit-07232024125820 (RES-2024-650 : Fireworks Display - Park Country Club)

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

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

BRIAN P. ANDRZEJEWSKI, P
Commissioner of Building

Memorandum

DATE: July 19, 2024

TO: Francina Spoth, Town Clerk

FROM: Bryan W. Parnell, Senior Fire Inspector

RE: Fireworks Display – Park Country Club 4949 Sheridan Dr.

DATE & TIME: Saturday August 24, 2024 @ 9:30 PM

All items required on the application appear to be in order. Therefore, we hereby recommend the approval of this application with the following conditions.

1) That the Spectators, parking areas and dwellings be 240 feet from the fireworks discharge location for vertical mortars. (max. 4 inch shells)
2) That one (1) 5-lb. ABC fire extinguisher, with a current inspection tag, is located at the firing site with a qualified operator. Additional extinguishers maybe required depending on site layout.
3) That the trajectory of shells shall not come within 25 feet of overhead objects.
4) That the actual shooters listed on the application be present at the site or a substitute shooters list be submitted five (5) or more days prior to the event. Submitted shooters are Nick Leo, Justin Hoellig, Mark Mongeon.
5) Display shall follow NFPA 1123-2018 & IFC 2020.
6) Crowds over 1000 people require a crowd managers as per the International Fire Code.
7) If you would like to start the display earlier than the time proposed you must call 689-1212 before starting to be approved by our office.
8) The Amherst Town Board shall designate a time when the Fireworks display must conclude.

Bryan W. Parnell

Senior Fire Inspector
Fire Safety Division

X:\DOCS\BWP\fireworks display\2024\4949 Sheridan Dr - Park CC 8-24-2024.docx

Attachment: Skylighters Permit-07232024125820 (RES-2024-650 : Fireworks Display - Park Country Club)

APPLICATION FOR FIREWORKS DISPLAY

The undersigned hereby make application to the Town Board of the Town of Amherst to acquire a license pursuant to Chapter 68 (Amusements) of the Code of the Town of Amherst for the public display of fireworks in the Town of Amherst, Erie County, New York.

1. Name of individual/company sponsoring the display and the names of the persons to be in charge of the firing of the display:
   Park Country Club
   Skylighters of New York, LLC
2. Date & time at which display is to be held: 8/24/24 9:30pm
3. Exact location of display: 4949 Sheridan Dr. W. Williamsville, NY 14221
4. Age, experience and physical characteristics of individuals who are to discharge fireworks:
   Nick Leo 25+, 5+yrs experience white male
   Justin Hoelig 40, 10+yrs experience, white male
   Mark Morgeon 50+, 10+yrs experience, white male
   Amy Skylighters Employee
5. Number and kind of fireworks to be discharged:
   180 2.5", 80-3", 35-4" Shells
6. Manner and place of storage of these fireworks prior to the display:
   Brought to the site the day of
7. Attach a diagram of the grounds on which the fireworks display is to be held. This diagram shows the point at which the fireworks are to be discharged, the location of all buildings, highways, and other lines of communications in addition to the lines behind which the audience will be restrained, the location of all nearby trees, telegraph or telephone lines and other overhead obstructions.
8. This application must be accompanied by a bond or policy of public liability insurance with a limit of $3,000,000 for personal injuries, a limit of $1,000,000 for property damage, and proof of Worker's Compensation Insurance.
9. This application for a Fire Prevention Operating Permit (Code 52) must be accompanied by a check in the amount of $~~100.00~~ 150 payable to the "Town of Amherst".

Date: 7/10/24

Matthew Shaw (Skylighters of NY, LLC)
(Company, Corporation or Individual)

Applicant Signature

State of New York)
County of Erie)
Town of Amherst)

Sworn before me this 10th day of July in the year 2024

Mary Reinhardt
Notary Public

Mary Reinhardt
Notary Public, State of New York
Reg. No. 01RE6395690
Qualified in Erie County County
Commission Expires July 29, 2027

Attachment: Skylighters Permit-07232024125820 (RES-2024-650 : Fireworks Display - Park Country Club)

SH-862 (3/22)
DIVISION OF SAFETY HEALTH
LICENSE AND CERTIFICATE UNIT
STATE OFFICE CAMPUS, BLDG. 12
ALBANY, NY 12226

WE ARE YOUR DOL

NEW YORK STATE | Department of Labor

Expires: 7/31/2024

THIS LICENSE MUST BE POSTED IN YOUR PLACE OF BUSINESS
License No. D-5799

LICENSE TO DEAL IN OR MANUFACTURE EXPLOSIVES

Skylighters of New York, LLC
5495 Rice Rd
Boston, NY 14025
Matthew T Shaw

is hereby licensed to deal in or manufacture explosives in compliance with the requirements of the Labor Law and Industrial Code Rules. Any change in the conditions under which this license is granted may cause it to be revoked

Every person selling, delivering or giving away any explosives must keep at the principal place of business within the state, a record of each transaction, including:

1) the NAME or TYPE and QUANTITY of explosives SOLD, DELIVERED or GIVEN. Note: No license is needed to purchase smokeless powder, or black powder and in quantities not exceeding five pounds for usein firing antique firearms or artifacts or replicas thereof. However, dealers MUST post all such transactions on the "Dealer-Manufacturer Report of Explosives Transactions".

2) the DATE OF EACH SALE, DELIVERY or GIFT.

3) the NAME, LICENSE NUMBER, and BUSINESS ADDRESS of the purchaser, donee, or person to whom the explosives were delivered and the firm, if any, represented by such person.

4) the NAME, ADDRESS, and LICENSE NUMBER of the person TAKING THE EXPLOSIVES away from the seller or donor.

Amy Phillips, Director
FOR THE COMMISSIONER OF LABOR

SH-862 (5-98)

Attachment: Skylighters Permit-07232024125820 (RES-2024-650 : Fireworks Display - Park Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives

Federal Explosives License/Permit
(18 U.S.C. Chapter 40)

In accordance with the provisions of Title XI, Organized Crime Control Act of 1970, and the regulations issued thereunder (27 CFR Part 555), you may engage in the activity specified in this license or permit within the limitations of Chapter 40, Title 18, United States Code and the regulations issued thereunder, until the expiration date shown. THIS LICENSE IS NOT TRANSFERABLE UNDER 27 CFR 555.53. See "WARNINGS" and "NOTICES" on reverse.

Direct ATF Correspondence To	ATF - Chief, FELC 244 Needy Road Martinsburg, WV 25405-9431	License/Permit Number	6-NY-029-51-7C-01005
Chief, Federal Explosives Licensing Center (FELC)	Mona Howard	Expiration Date	March 1, 2027

Name
SKYLIGHTERS OF NEW YORK LLC

Premises Address (Changes? Notify the FELC at least 10 days before the move.)
5495 RICE ROAD
BOSTON, NY 14025-

Type of License or Permit
51-IMPORTER OF EXPLOSIVES

Purchasing Certification Statement

The licensee or permittee named above shall use a copy of this license or permit to assist a transferor of explosives to verify the identity and the licensed status of the licensee or permittee as provided by 27 CFR Part 555. The signature on each copy must be an original signature. A faxed, scanned or e-mailed copy of the license or permit with a signature intended to be an original signature is acceptable. The signature must be that of the Federal Explosives Licensee (FEL) or a responsible person of the FEL. I certify that this is a true copy of a license or permit issued to the licensee or permittee named above to engage in the business or operations specified above under "Type of License or Permit."

Licensee Permittee Responsible Person Signature _____ Position Title _____

Printed Name _____ Date _____

Mailing Address (Changes? Notify the FELC of any changes.)

SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK, NY 14127-

Previous Edition is Obsolete SKYLIGHTERS OF NEW YORK LLC 5495 RICE ROAD BOSTON NY 14025 51-IMPORTER OF EXPLOSIVES

ATF Form 5400.14/5400.15 Part 1 Revised September 2011

Federal Explosives License (FEL) Customer Service Information

Federal Explosives Licensing Center (FELC)
244 Needy Road
Martinsburg, WV 25405-9431

Toll-free Telephone Number: (877) 283-3352
Fax Number: (304) 616-4401
E-mail: FELC@atf.gov

ATF Homepage: www.atf.gov

Change of Address *(27 CFR 555.51(a)(1))*. Licensees or permittees may during the term of their current license or permit remove their business or operations to a new location at which they intend regularly to carry on such business or operations. The licensee or permittee is required to give notification of the new location of the business or operations not less than 10 days prior to such removal with the Chief, Federal Explosives Licensing Center. The license or permit will be valid for the remainder of the term of the original license or permit. **(The Chief, FELC, shall, if the licensee or permittee is not qualified, refer the request for amended licens or permit to the Director of Industry Operations for denial in accordance with § 555.54.)**

Right of Succession *(27 CFR 555.59)*. (a) Certain persons other than the licensee or permittee may secure the right to carry on the same explosive materials business or operations at the same address shown on, and for the remainder of the term of, a current license or permit. Such persons are: (1) The surviving spou or child, or executor, administrator, or other legal representative of a deceased licensee or permittee; and (2) A receiver or trustee in bankruptcy, or an assignee fo benefit of creditors. (b) In order to secure the right provided by this section, the person or persons continuing the business or operations shall furnish the license permit for for that business or operations for endorsement of such succession to the Chief, FELC, within 30 days from the date on which the successor begins to carry on the business or operations.

(Continued on reverse side)

Cut Here ✂

Federal Explosives License/Permit (FEL) Information Card

License/Permit Name: **SKYLIGHTERS OF NEW YORK LLC**

Business Name:

License/Permit Number: **6-NY-029-51-7C-01005**

License/Permit Type: **51-IMPORTER OF EXPLOSIVES**

Expiration: **March 1, 2027**

Please Note: Not Valid for the Sale or Other Disposition of Explosives.

Attachment: Skylighters Permit-07232024125820 (RES-2024-650 : Fireworks Display - Park Country Club)

U.S. Department of Justice
Bureau of Alcohol, Tobacco, Firearms and Explosives
Federal Explosives Licensing Center (FELC)
www.atf.gov

Federal Explosives Licensing Center
244 Needy Road
Martinsburg, West Virginia 25405
telephone: (877)283-3352 fax: (304)616-4401

NOTICE OF CLEARANCE

for individuals transporting, shipping, receiving, or possessing explosive materials.

ISSUED TO: SKYLIGHTERS OF NEW YORK LLC

NOTICE DATE: 06/18/2024

Federal Explosives license permit no.: 6-NY-029-51-7C-01005
Expiration Date: March 1, 2027
Explosives License Permit Type: 51-IMPORTER OF EXPLOSIVES

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

❶ WARNING. Only those individuals listed below as RESPONSIBLE PERSONS and EMPLOYEE POSSESSORS with a background clearance status of "CLEARED" or "PENDING" are authorized to transport, ship, receive, or possess explosive materials in the course of employment with you.

❷ "DENIED" STATUS. If an employee possessor has a background clearance status of "DENIED", you MUST take immediate steps to remove the employee from a position requiring the transporting, shipping, receiving, or possessing of explosive materials. Also, if the employee has been listed as a person authorized to accept delivery of explosive materials, you MUST remove the employee from such list and immediately, and in no event later than the second business day after such change, notify distributors of such change, as stated in 27 CFR 555.33(a).

❸ CHANGE IN RESPONSIBLE PERSONS. You MUST report any change in responsible persons to the Chief, Federal Explosives Licensing Center, within 30 days of the change and new responsible persons MUST include "appropriate identifying information" as defined in 27 CFR 555.11. Fingerprints and photos are NOT required, however they will be required upon renewal of the license or permit.

❹ CHANGE OF EMPLOYEES. You MUST report any change of employee possessors to the Chief, FELC, within 30 days. Reports relating to newly hired employees must be submitted on ATF Form 5400.28 for EACH employee.

Premises Address: 5495 RICE ROAD
BOSTON, NY 14025

Mailing Address:
SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK, NY 14127

This 'Notice of Clearance' is provided to you as required by 18 U.S.C. 843(h) and MUST be retained as part of your permanent records and be made available for examination or inspection by ATF officers as required by 27 CFR 555.121. If you receive a Notice subsequent to this Notice, this Notice will no longer be valid.

In accordance with 27 CFR 555.33, Background Checks and Clearances, and 27 CFR 555.57, Change of Control, Change in Responsible Persons, and Change of Employees, ATF's Federal Explosives Licensing Center (FELC) has conducted background checks on the individual you identified as a responsible person(s) and an employee/possessor(s) on your application, or reported after the issuance of your license/permit.

The following is a SUMMARY of the results of the background checks conducted on the individuals you reported as responsible persons and employee/possessors. ATF will be notifying ALL individuals listed on this document of their respective status by separate letter mailed to their residence address.

PLEASE BE ADVISED THAT IT IS UNLAWFUL FOR ANY PERSON REFLECTING A STATUS OF "DENIED" TO TRANSPORT, SHIP, RECEIVE, OR POSSESS EXPLOSIVE MATERIALS.

Please carefully review this Notice to ensure that all the information is accurate. If this Notice is incorrect, please return the Notice to the Chief, FELC, with a statement showing the nature of the error(s). The Chief, FELC, shall correct the error, and return a corrected Notice.

Number of RESPONSIBLE PERSON(S) :
Number of EMPLOYEE POSSESSOR(S): 60

LAST NAME, First Name, Middle Name	Clearance Status
RESPONSIBLE PERSONS:	1
0001 SHAW, MATTHEW THOMAS	Cleared
EMPLOYEE POSSESSORS:	60
0001 ANDERSON, ANTON FRED III	Cleared
0002 ARONESENO, DOMINIC JAMES	Cleared
0003 ARONESENO, GERALD A JR	Cleared
0004 BRODTUEHBER, RONALD KEIL	Cleared

continued

LAST NAME, First Name, Middle Name	Clearance Status
0005 BRUSCANI, MARK ANTHONY	Cleared
0006 BUDDENHAGEN, JON ERIC	Cleared
0007 BURANICH, THOMAS MICHAEL	Cleared
0008 CHISLOM, DANIEL REED JR	Cleared
0009 CHISLOM, MELISSA MARIA	Cleared
0010 CLARK, CHRISTOPHER THOMAS	Cleared
0011 CRABB, CODY THOMAS	Cleared
0012 DONOVAN, WILLIAM DAVID	Cleared
0013 DREJAS, FRANK JOSEPH	Cleared
0014 GAVIN, DAKOTA JAMES	Cleared
0015 HAINES, MARK LEE	Cleared

Attachment: Skylighters Permit-07232024125820 (RES-2024-650 : Fireworks Display - Park Country Club)

NOTICE OF CLEARANCE

06/18/2024

for individuals transporting, shipping, receiving, or possessing explosive materials.

NOTICE DATE: 06/18/2024

EXPIRATION DATE: This Notice expires when superseded by a newer Notice which will list all current responsible persons and employee possessors, or when the license or permit expires - whichever comes first.

This 'Notice of Clearance' is issued to: SKYLIGHTERS OF NEW YORK LLC
Federal Explosives license/permit no.: 6-NY-029-51-7C-01005
Explosives License/Permit Type : 51-IMPORTER OF EXPLOSIVES
Expiration Date : March 1, 2027

5495 RICE ROAD
BOSTON, NY 14025

continued from previous page

	LAST NAME, First Name, Middle Name	Clearance Status
0016	HARTLOFF, JESSE LEE	Cleared
0017	HARTLOFF, KEITH CLAYTON	Cleared
0018	HEINRICH, HELAMAN SAMUEL	Cleared
0019	HEINZ, STEVEN CHARLES	Cleared
0020	KINGSTON, KEVIN MICHAEL	Cleared
0021	KIRSOP, WILLIAM RUSSEL JR	Cleared
0022	KOWTUN, KATHLEEN ANN	Cleared
0023	KOWTUN, VLADIMIR WALLY	Cleared
0024	LAGOWSKI, ANTHONY ALEXANDER SR	Cleared
0025	LEO, NICHOLAS ROBERT	Cleared
0026	LEO, ROBERT THOMAS	Cleared
0027	MORRIS, DAVID PERRY	Cleared
0028	NOWICKI, DANIEL PAUL	Cleared
0029	NOWICKI, TIMOTHY J	Cleared
0030	OSINSKI, NASH MICHAEL	Cleared
0031	RICOTTA, PHILIP MATTHEW	Cleared
0032	ROLL, JAY ANTHONY	Cleared
0033	ROLL, WENDY LESLIE	Cleared
0034	SANTARELLI, BRETT ROCCO WILLIAM	Cleared
0035	SCHREIBER, ERIC DAVID	Cleared
0036	SCHUMAKER, RON CHARLES	Cleared
0037	SCHURR, GREGG WALTER	Cleared
0038	SIETESKI, DAVID PAUL	Cleared
0039	SMITH, DEBORAH A	Cleared
0040	SMITH, JEFFERY RICHARD	Cleared
0041	SWAVY, ALEXANDER JOHN	Cleared
0042	USIAK, PATRICK JAMES	Cleared
0043	WHITMAN, JULIE FRANCIS	Cleared
0044	BENNETT, JENNIFER LEE	Pending
0045	HARTLOFF, JERRY RUSSEL	Pending
0046	HILL, DANIEL G	Pending
0047	IHRIG, EDWARD ROBERT	Pending
0048	ISAKSEN, KRISTIN ESTHER	Pending
0049	JONES, MARK RONALD	Pending
0050	KARCHER, MARK DONALD	Pending
0051	KRUEGER, JOSEPH DELL	Pending
0052	MCCALL, CHRISTOPHER GEORGE	Pending
0053	MONGEON, MARK JOSEPH	Pending
0054	NEWELL, DALE ROBERT	Pending
0055	NUGENT, RANDOLPH STEPHEN	Pending
0056	PENKSA, THOMAS FRANK	Pending
0057	PIM, DAVID FRANCES	Pending
0058	ROSENBERG, JOSHUA CAIN	Pending
0059	ROSENBERG, TIMOTHY CAIN	Pending
0060	SMITH, MICHAEL EDWARD	Pending

LAST NAME, First Name, Middle Name	Clearance Status

Attachment: Skylighters Permit-07232024125820 (RES-2024-650 : Fireworks Display - Park Country Club)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 383857391
SKYLIGHTERS OF NEW YORK LLC
PO BOX 1357
ORCHARD PARK NY 14127

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
SKYLIGHTERS OF NEW YORK LLC PO BOX 1357 ORCHARD PARK NY 14127	

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2174 989-0	822265	12/07/2023 TO 12/07/2024	6/6/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2174 989-0, 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 POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

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: 606408545

U-26.3

Attachment: Skylighters Permit-07232024125820 (RES-2024-650 : Fireworks Display - Park Country Club)

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) SKYLIGHTERS OF NEW YORK LLC PO BOX 1357 ORCHARD PARK, NY 14127 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) 903-3291 1c. Federal Employer Identification Number of Insured or Social Security Number 383857391
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed In Box "1a" DBL 6128 06 - 1 3c. Policy effective period 12/02/2023 to 12/02/2024

4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 6/6/2024 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 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, DB 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)

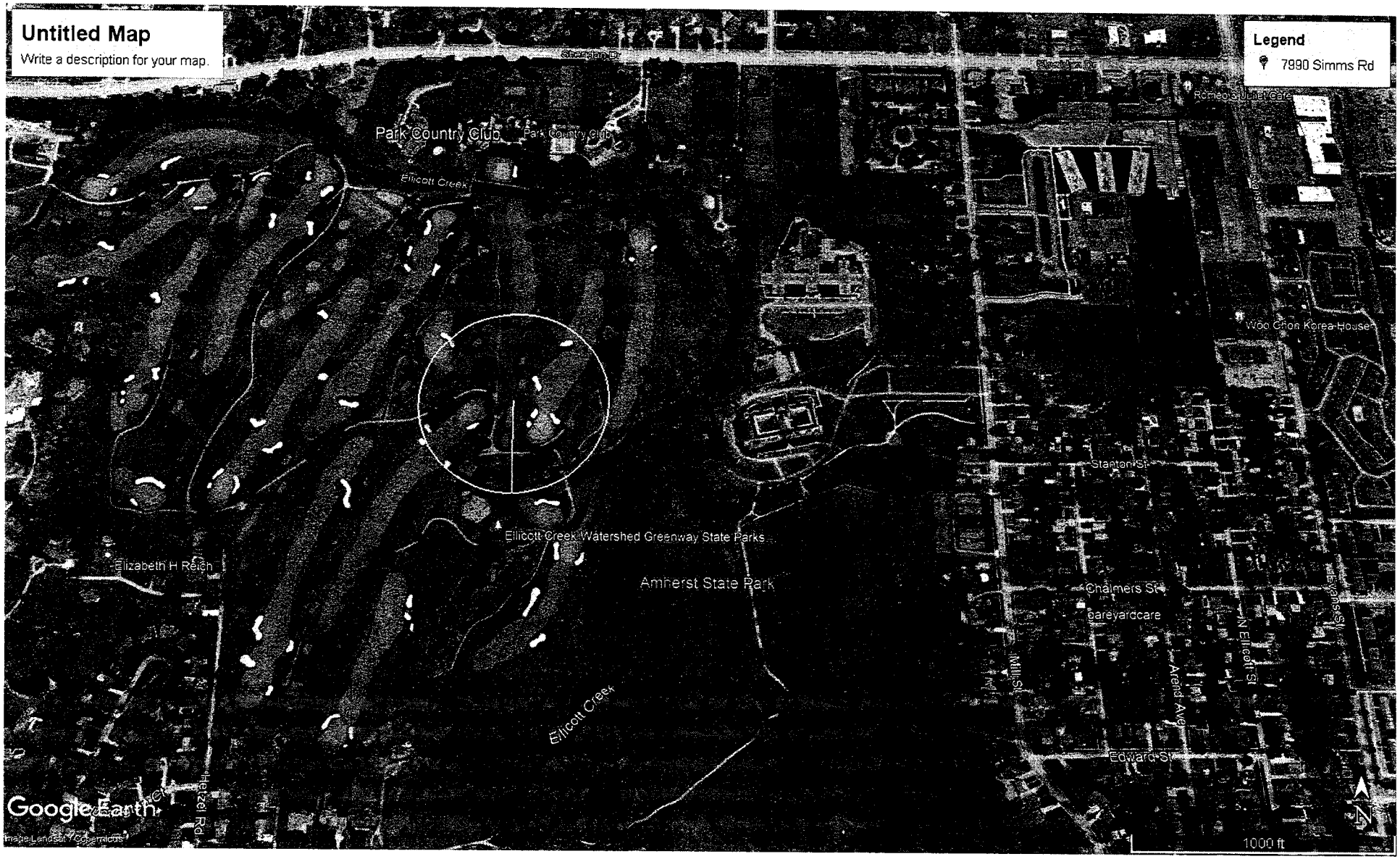
Telephone Number _____ Name and Title _____

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)

Certificate Number 792330

Attachment: Skylighters Permit-07232024125820 (RES-2024-650 : Fireworks Display - Park Country Club)


Untitled Map
Write a description for your map.
Legend
7990 Simms Rd
Park Country Club
Ellicott Creek
Ellicott Creek Watershed Greenway State Parks
Amherst State Park
Elizabeth H Reich
Woo Chon Korea House
Stanton St
Chalmers St
careyardcare
N Ellicott St
Millard Ave
Edward St
Heizel Rd
Google Earth
1000 ft

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29257 **RESOLUTION 2024-651** **ADOPTED**

New Firefighter for Main-Transit Fire Department

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

Nathan Knolhoff
157 McKinley Dr
Williamsville, NY 14221

8/5/2024
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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Nathan Knolhoff

Applicant Home Address: 157 McKinley Ave, Williamsville, NY, 14 4

Under penalty of perjury I, Nathan Knolhoff affirm I am an applicant to be a member of the, Main Transit (fire dept.) and my address of residence is listed above.

- [x] My address is in the fire distract I've applied to or territory which is afforded protection by the fire department of the fire district or fire company pursuant to contract.
- [ ] My address is outside the district or territory that provides protection by the fire district or company, but is in the vicinity of my occupation, in which I will be able to render active service as a volunteer. My occupation address is:

Signature of Applicant: [signature]

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

Signature: [signature]

Title: SR. CAPTAIN

Date: 7/2/24

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

Attachment: MTFD KNOLHOFF RESIDENCY (RES-2024-651 : New Firefighter for Main-Transit Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 29261 **RESOLUTION 2024-652** **ADOPTED**

Parks Pavilions Roof Replacement Change Order CRS #4981

We are requesting that the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract by $858.00.

During construction it was found that the wooden roof deck had become rotten due to previous water damage. The contractor replaced the damaged roof deck with new materials.

As per above, the project above shall increase funding required from the project associated with account KP2311.4972. The remaining funds in the account are adequate to cover this expense.

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

Thank you for considering this request.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2311.4972

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

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

PHONE: (716) 631-7227
FAX: (716) 631-2958

Daniel Rizzo
Director of Facilities

July 25, 2024
AGENDA – August 5, 2024

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

RE: Change Order No. 1 & Final Adjustment;
Progressive Roofing, Inc.
Park Pavilions – Capital Improvements / Roof Replacement
TOA Project No. 2024-F001
KP Account: 2311-4972

Councilmembers:

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which **increases** the overall contract by $858.00.

During construction, it was found that the wooden roof deck had become rotten due to previous water damage. The Contractor replaced the damaged roof deck with new materials.

As per the above, the project above shall **increase** funding required from the project associated with account KP2311.4972. The remaining funds in this account are adequate to cover this expense.

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

Thank you for considering this request.

Very truly yours,

Anne Dafchik, AIA
Architect | Facilities

x:\administrative\- buildings\town of amherst parks\park pavilion improvements\4. capital projects\2024-f001 park pavilion improvements - roofing\ca\7. change orders\town board rec letter for resolution.docx

Attachment: - Progressive Roofing Change Order 1 (RES-2024-652 : Parks Pavilions Roof Replacement Change Order 1 CRS #4981)

Town of Amherst
Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Park Pavilion - Capital Improvements Project No: 2024-F001 / KP2311 Resolution 2024-0183	Contract For: Roofing Date: February 26, 2024	Change Order Number: 001
OWNER: Town of Amherst 5583 Main St. Williamsville, NY 14221	**ENGINEER:** Town of Amherst 5583 Main St. Williamsville, NY 14221	**CONTRACTOR:** Progressive Roofing 331 Grote Street Buffalo NY 14207

The Contract is changed as follows:

The following items are included in this Change Order and supplemental documentation is attached:

PCO-1 / IB-001: Unforeseen water damage and credit for door labor. CHARGE 3,839.00

PCO-2 / IB-002: Credit for fascia wrap no longer needed. CREDIT (2,981.00)

NET CHARGE:	858.00

The original Contract Sum was	**$ 150,000.00**
The net change by previously authorized Change Orders	**$ 0.00**
The Contract Sum prior to this Change Order was	**$ 150,000.00**
The Contract Sum will be **[increased]** by this Change Order in the amount of	**$ 858.00**
The new Contract Sum, including this Change Order, will be	**$ 150,858.00**
The Contract Time will be changed by	(0) days.
The new date of Substantial Completion shall now be:	N/A

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Town of Amherst	Progressive Roofing	Town of Amherst
ARCHITECT/ENGINEER	CONTRACTOR	OWNER
SIGNATURE	SIGNATURE	SIGNATURE
Anne Dafchik, Architect	Jeff Jenkins, President	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
6/28/2024	5/31/24	
DATE	DATE	DATE

Attachment: - Progressive Roofing Change Order 1 (RES-2024-652 : Parks Pavilions Roof Replacement Change Order 1 CRS #4981)

PCO-1:

A. Unforeseen water damage at existing roof decks requiring replacement.

B. Response to **IB-001**.

Progressive Roofing
Amherst Park Pavilions
Change Proposal

Date: 3/12/2024

PCO Number: 1

Description: Unforseen Condition - Upon tearing off the existing roofing at Billy Wilson Park, there were numerous areas of rotten decking. We propose to infill the rotten areas with new cdx plywood and 2x6.

Item	Self-Perform Labor	Self-Perform Material	Subcontractor Labor	Subcontractor Material
1. 1/2" CDX Plywood - 10 sheets (48.78 per sheet) = 489 15 - 2x6x12 = (1.50 per ft) 180 ln ft @Billy Wilson Labor = 30 hrs	2,081	759		
2. Tonawanda Creek Rd 15 - 2x6x12 = 270 Labor = 12 hrs	832	270		
3. Deduct for Labor for Door Installation 2 men 4 hrs = 8 hrs (in response to IB-001)	(555)			
4. Ellicott Creek 14- 2x6x12 = 252 Labor=11 hrs	763	252		
5. Sweet Home Rd 2 2x6 = 36 Labor=2 hours	139	36		
Labor is based on $69.36 per hour				
	$3,260	$1,317	$0	$0
15% OH & P Self-Performed	$489	$198		
5% OH & P Subcontractor			$0	$0
Subtotals with Mark-up	$3,749	$1,515	$0	$0

Schedule Implications

☐ Yes ☒ No

Number of Days:

Total Labor	**$3,749**
Total Material	**$1,515**
Allowance	**($1,500)**
Subtotal	**$3,764**
Bond Costs (2%)	**$75**
TOTAL CHANGE	**$3,839**

NOTE: ALL DEDUCT CHANGES MUST INCLUDE OH & P

Jeff Jenkins
Signature

5/3/2024
Date

NOTE: ATTACH ALL APPLICABLE BACKUP INFORMATION

Attachment: - Progressive Roofing Change Order 1 (RES-2024-652 : Parks Pavilions Roof Replacement Change Order 1 CRS #4981)

IB-001: Credit for hours associated with OFCI door.

INFORMATION BULLETIN

OWNER: Town of Amherst

INFORMATION BULLETIN NO: IB-001

ADDRESS: 5583 Main St, Williamsville, NY 14221

DATE: May 2, 2024

CONTRACTOR: Progressive Roofing

PROJECT NAME: Park Pavilion Improvements

ADDRESS: 331 Grote St, Buffalo, NY 14207

PROJECT #: 2024-F001

Refer to 011000 summary, paragraph 1.10.C. Delete this paragraph.

Provide credit for labor associated with owner-furnished, contractor installed metal door and frame as this work is no longer required.

ATTACHMENT(S):

ACTION

☒ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☐ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE DIRECTIVE:* Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☐ Lump Sum ☐ Unit Price ☐ Time & Material Not-to-Exceed

Change in Contract Sum of _____

Change in Contract Time of _____ days

ISSUED:	ACCEPTED:	AUTHORIZED:
BY: _____	BY: _____ 5/31/24	BY: _____
Architect Date	Contractor Date	Owner Date

☐ Owner ☐ Architect ☐ Structural ☐ Civil
☐ Contractor ☐ Field ☐ Mechanical/Electrical ☐ Other (Roofing)

Attachment: - Progressive Roofing Change Order 1 (RES-2024-652 : Parks Pavilions Roof Replacement Change Order 1 CRS #4981)

PCO-2: Credit for hours labor/material associated with fascia wrap no longer needed.

Progressive Roofing
Amherst Park Pavilions
Change Proposal

Date: 5/28/2024

PCO Number: 2

Description: Deduct change order for Fascia Wrap

Item	Self-Perform Labor	Self-Perform Material	Subcontractor Labor	Subcontractor Material
1. 5 - (4x10) @102.34 a sheet = 511.70		(512)		
2. Total Labor time is 30 hours Labor is based on $69.36 per hour	(2,081)			
3.				
4.				
5.				
Subtotals	($2,081)	($512)	$0	$0
15% OH & P Self-Performed	($312)	($77)		
5% OH & P Subcontractor			$0	$0
Subtotals with Mark-up	($2,393)	($588)	$0	$0

Schedule Implications
☐ Yes ☒ No
Number of Days:

Total Labor	**($2,393)**
Total Material	**($588)**
Subtotal	**($2,981)**
Bond Costs (if applicable)	**$0**
TOTAL CHANGE	**($2,981)**

NOTE: ALL DEDUCT CHANGES MUST INCLUDE OH & P

Jeff Jenkins
Signature

5/28/2024
Date

NOTE: ATTACH ALL APPLICABLE BACKUP INFORMATION

Attachment: - Progressive Roofing Change Order 1 (RES-2024-652 : Parks Pavilions Roof Replacement Change Order 1 CRS #4981)

LABOR RATE WORKSHEET

Progressive Roofing Inc

Contractor Name:	Progressive Roofing, Inc.	Date:	03/12/24
Address:	331 Grote Street	Amherst Project No.:	
	Buffalo, New York 14207	Project Name:	Park Pavilions
Telephone Number:	716-873-8711	County:	Erie

LABOR RATE BREAKDOWN (Use a separate worksheet for each trade and classification) Trade/Classification: Roofing

Check One Box Only: Union Shop: ☑ Local: 74

Open Shop: ☐

Effective Dates for Wage Rates: From: 6/1/2023 To: 5/31/2024

				REGULAR BASE RATE	PREMIUM TIME (only when directed) Time and half (1.5x)
A. BASE RATE PER HOUR				**$32.96**	**$49.44**
BENEFITS (check all taxable benefits that apply)	Taxable Benefits	% per hour	$ per hour		
Vacation and Holiday	No		$0.00		
Health and Welfare	No		$10.21		
Pension	No		$9.47		
Annuity	No		$4.00		
Education / Apprentice Training	No		$1.25		
Supplemental Unemployment	No		$0.00		
Security Fund	No		$0.00		
Legal	No		$0.02		
PROMO	No		$0.12		
Organizer	No		$0.06		
	No				
B. TOTAL BENEFITS PER HOUR			$25.13	**$25.13**	**$25.13**
PAYROLL TAXES AND INSURANCE					
FICA & Medicare			7.65%		
General Liability			4.50%		
Federal Unemployment			0.60%		
* State Unemployment			9.90%		
Disability			0.14%		
Workers' Compensation	Code:	20427	11.4000%		
C. TOTAL TAXES AND INSURANCE PER HOUR					
○ All benefits are paid directly to employee					
◉ Only benefits identified above are taxable		$32.96	X 0.3419 % =	**$11.27**	**$15.02**
D. TOTAL LABOR RATE			(A + B + C) =	**$69.36**	**$89.59**

E. CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

Signature of Authorized Representative

Jeffrey Jenkins
Print Name

President
Print Title

Labor Rate Worksheet (12/22)

Attachment: - Progressive Roofing Change Order 1 (RES-2024-652 : Parks Pavilions Roof Replacement Change Order 1 CRS #4981)

IB-002: Credit for hours labor/material associated with fascia wrap no longer needed.

INFORMATION BULLETIN

OWNER:	Town of Amherst	INFORMATION BULLETIN NO:	**IB-002**
ADDRESS:	5583 Main St, Williamsville, NY 14221	DATE:	**May 22, 2024**
CONTRACTOR:	Progressive Roofing	PROJECT NAME:	Park Pavilion Improvements
ADDRESS:	331 Grote St, Buffalo, NY 14207	PROJECT #:	**2024-F001**

DESCRIPTION:

Delete portion of work associated with labor/materials for Specification Section 076100 - Part 2.04 Fascia Wrap. Propose credit for labor and materials no longer required.

ATTACHMENT(S):

ACTION

☒ 1. *PROPOSAL REQUEST:* Submit an itemized quotation for changes in the Contract Sum and/or time required to implement the above proposed modifications to the Contract Documents. This is not authorization to proceed with the work.

☐ 2. *SUPPLEMENTAL INSTRUCTIONS:* Implement the above instructions without change to the Contract Sum and/or Time. Prior to proceeding, indicate acceptance below and return one copy to the Architect.

☐ 3. *CONSTRUCTION CHANGE DIRECTIVE:* Proceed with the above described changes to the Contract Documents immediately. Submit final costs and/or change in Contract Time for inclusion in a subsequent Change Order.

Methods: ☐ Lump Sum ☐ Unit Price ☐ Time & Material Not-to-Exceed

Change in Contract Sum of _____

Change in Contract Time of _____ days

ISSUED:	ACCEPTED:	AUTHORIZED:
BY: _____	BY: _____	BY: _____ 5/31/24
Architect Date	Owner Date	Contractor Date
Required for Actions 1,2,3	Required for Action 3	Required for Actions 2,3

☐ Owner ☐ Architect ☐ Structural ☐ Civil
☐ Contractor ☐ Field ☐ Mechanical/Electrical ☐ Other (Roofing)

Attachment: - Progressive Roofing Change Order 1 (RES-2024-652 : Parks Pavilions Roof Replacement Change Order 1 CRS #4981)

ALLOWANCE DISBURSEMENT AUTHORIZATION

Owner	X
Architect/Engineer	X
Contractor	X
Field	
Other	
Other	

Town of Amherst, Project No. 2023-F001
Park Pavilion - Capital Improvements / Roofing

Allowance Disbursement No. **001** Initiation Date: **5/24/2024**

Contract For: **Roofing. Allowance used to offset cost for replacing water damaged roof decking. See attached PCO-1.**

To Contractor: **Progressive Roofing**
331 Grote Street, Buffalo NY 14207

Contract Date: **February 26, 2024**

Not valid until signed by Owner and Contractor

The Original Contract Allowance	1,500.00
Net Allowance Disbursements previously authorized	0.00
Charges to Contract Allowance as a result of this authorization	1,500.00
Current Contract Allowance Balance including this authorization	0.00

Owner: Town of Amherst

Architect/Engineer: Town of Amherst / Facilities & Building Maintenance

Contractor: Progressive Roofing

Attachment: - Progressive Roofing Change Order 1 (RES-2024-652 : Parks Pavilions Roof Replacement Change Order 1 CRS #4981)

Existing and Construction Photos

Ellicott Creek Trailway Park

Construction Progress Photos

Spring/Summer 2024

Eggertsville Community Park at 845 Sweet Home Rd

Attachment: - Progressive Roofing Change Order 1 (RES-2024-652 : Parks Pavilions Roof Replacement

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Central Alarm
Initiated by: **Thomas Merrill**
Co-Sponsored by:

DOC ID: 29268 **RESOLUTION 2024-653** **ADOPTED**

Purchase of Chair through OGS Contract PC70286 CRS #4976

Request the Supervisor sign an agreement with Eaton Office Supply for the purchase of an office chair through New York State OGS contract #PC70286.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A3020 2100 $551.78

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

EATON OFFICE SUPPLY CO INC
180 JOHN GLENN DR
AMHERST, NY 14228-2228

Quote Name:	Amherst Central Fire Alarm - Ignition 2.0 big/tall	**Quote Number:**	SQGHI005427-1
Created By:	Fay Schreiner	**Created Date:**	5/13/2024
Comments:		**Last Modified Date:**	5/13/2024
		Total Units:	2

Customer / Contact Information | **Shipping Information**

Line #	Qty	Tags	Item			To
001	1		HIWMBT.Y4.V.A.IM.CU10.BL.SB.T.N	Sell Price	$526.78	$526
			IGN 2.0 BIG & TALL 4-WAY MESH	Discount	60.95%	
				List Price	$1,349.00	$1,349

CONTROL: Synchro-Tilt
ARM: All-Adjustable Arm
CASTER: All Surface Caster
BACK: 4-Way Black
FABRIC: Grade 1 Uph
FABRIC_Selection: Centurion--Black
LUMBAR: Black Adjustable Lumbar
BASETYPE: Standard Base
FRAME: Black
HEADREST: No Headrest

Line #	Qty	Tags	Item			To
002	1		inside delivery	Sell Price	$25.00	$25

Total Sell Price: $551

Submitted By:	
Accepted By:	
Date:	

Attachment: Eaton-CRS (RES-2024-653 : Purchase of Chair through Eaton Office Supply OGS Contract PC70286 CRS #4976)

ACORD

EATOOFF-03

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 1009544 Lawley, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: Tania Lanza PHONE (A/C, No, Ext): (716) 849-1546 1546 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS: tlanza@lawleyinsurance.com
INSURED Eaton Office Supply Co., Inc. 180 John Glenn Drive Amherst, NY 14228	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Republic Franklin Insurance Company — 12475 INSURER B : Utica National Ins of OH — 13998 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		5640629	5/1/2024	5/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,0 $ 100,0 $ 10,0 $ 1,000,0 $ 2,000,0 $ 2,000,0
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X		5640631	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,0
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			5641142	5/1/2024	5/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,0 $ 10,000,0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

Additional Insured and Waiver of Subrogation coverage shown above and marked with an X. Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
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: Eaton-CRS (RES-2024-653 : Purchase of Chair through Eaton Office Supply OGS Contract PC70286 CRS #4976)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only)	1b. Business Telephone Number of Insured
Eaton Office Supply Co; Inc 180 John Glenn Dr Amherst, NY 14228	(716) 691-6100 **1c. NYS Unemployment Insurance Employer Registration Number of Insured**
Work Location of Insured *(Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)*	**1d. Federal Employer Indentification Number of Insured or Social Security Number** 16-0417340
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	**3a.Name of Insurance Carrier**
Town of Amherst 5583 Main St Williamsville, NY 14221	Hartford Insurance Group **3b. Policy Number of entity listed in box "1a":** 01WB AJ5J22 **3c. Policy effective period:** 01/01/2024 - 01/01/2025 **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: **William Lawley Jr.**
(Print name of authorized representative or licensed agent of insurance carrier)

Approved By: _____ 12/12/23
(Signature) (Date)

Title: Managing Partner

Telephone Number of authorized representative or licensed agent of insurance carrier: CarrierPhone

Please Note: Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.

Attachment: Eaton-CRS (RES-2024-653 : Purchase of Chair through Eaton Office Supply OGS Contract PC70286 CRS #4976)

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)

EATON OFFICE SUPPLY CO., INC
180 JOHN GLENN DRIVE
BUFFALO, NY 14228

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

NEW YORK

1b. Business Telephone Number of Insured

716-691-6100

1c. Federal Employer Identification Number of Insured or Social Security Number

16-0417340

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

3a. Name of Insurance Carrier

The Guardian Life Insurance Company of America

3b. Policy Number of Entity Listed in Box 1a

00385057

3c. Policy Effective Period

07/01/2024 to 07/01/2025

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 07/17/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 1-888-278-4542 Name and Title Michael Prestileo, Head of Group Benefits Strategy, Product & Underwriting

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and Paid Family Leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Eaton-CRS (RES-2024-653 : Purchase of Chair through Eaton Office Supply OGS Contract PC70286 CRS #4976)

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: Eaton-CRS (RES-2024-653 : Purchase of Chair through Eaton Office Supply OGS Contract PC70286 CRS #4976)

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: Eaton-CRS (RES-2024-653 : Purchase of Chair through Eaton Office Supply OGS Contract PC70286 CRS #4976)

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: Eaton-CRS (RES-2024-653 : Purchase of Chair through Eaton Office Supply OGS Contract PC70286 CRS #4976)

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:

Eaton Office Supply
Print Name of Company

By: Kristine McMahon
Signature

Kristine McMahon
Printed name

Date: 4/22/24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Eaton-CRS (RES-2024-653 : Purchase of Chair through Eaton Office Supply OGS Contract PC70286 CRS #4976)

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE

Attachment: Eaton-CRS (RES-2024-653 : Purchase of Chair through Eaton Office Supply OGS Contract PC70286 CRS #4976)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Central Alarm
Initiated by: **Thomas Merrill**
Co-Sponsored by:

DOC ID: 29267 **RESOLUTION 2024-654** **ADOPTED**

Millington Lockwood Agreement CRS #4977

Request the Supervisor sign an agreement with Millington Lockwood for the purchase of an office chair through New York State OGS contract #PC70241.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A3020 2100 $884.65

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

millington lockwood
BUSINESS INTERIOR SOLUTIONS

MillerKnoll
CERTIFIED DEALER

Proposal

3901 Genesee Street
Suite 800
Buffalo, NY 14225
Phone: 716-633-5600
www.millingtonlockwood.com

Quote/Order No	50642
Date	06/12/2024
Customer PO No	
Customer Account	AMHERST
Salesperson	Brendan Hurley
Project Number	
Terms	NET 15 DAYS
Page	1 of 2

TO
Town of Amherst
5583 Main Street
Williamsville, NY 14221

ATTN: **

SHIP TO
Town of Amherst Central Fire Alarm Office
500 John James Audubon Parkway
Amherst , NY 14228

ATTN: Thomas Merrill (TMerrill@amherst.ny.us)

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	1.00 Each	Herman Miller Inc. AER1B22HW--ALP-G1-G1-G1-C7-BK-231-03 +Work Chair,New Aeron,B Size,Std-Hgt Range Adj,Tlt Lim,Hgt A ALP:+adjustable posturefit SL G1:+graphite G1:+graphite G1:+graphite C7:+2 1/2" caster, black yoke, hard floors or carpet BK:+black 231:+8Z Pellicle-Pr Cat 1 03:+8Z Pellicle graphite	799.65	799.65
2	1.00 Each	Herman Miller Inc. Inside Delivery-- Inside Delivery HMI Net Allowable 25% :=$799.65 x .25 = $199.91	85.00	85.00

TOTAL:	**$884.65**
EXEMPT_SALES	$0.00
GRAND TOTAL:	$884.65

Attachment: Millington-CRS (RES-2024-654 : Millington Lockwood Agreement CRS #4977)

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)
MILLINGTON LOCKWOOD INC DBA RICHWAY REFI NISHING
3901 GENESEE STREET
BUFFALO, NY 14225

1b. Business Telephone Number of Insured
716-633-5600

1c. Federal Employer Identification Number of Insured or Social Security Number
160529380

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
Town of Amherst
5583 Main Street
Buffalo, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL524315

3c. Policy effective period
01/01/2024 to 12/31/2025

4. Policy provides the following benefits:
- [x] A. Both disability and paid family leave benefits.
- [ ] B. Disability benefits only.
- [ ] C. Paid family leave benefits only.

5. Policy covers:
- [x] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
- [ ] B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/15/2024 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 Leston Welsh,Chief Executive Officer

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law(Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Millington-CRS (RES-2024-654 : Millington Lockwood Agreement CRS #4977)

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: Millington-CRS (RES-2024-654 : Millington Lockwood Agreement CRS #4977)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
285 Delaware Avenue, Suite 4000
Buffalo NY 14202

CONTACT NAME: Client Service Team
PHONE (A/C, No, Ext): 800-716-8314 **FAX (A/C, No):** 855-595-4605
E-MAIL ADDRESS: GGB.BU2.CL.Srv@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Chubb National Insurance Company	10052
INSURER B : Great Northern Insurance Company	20303
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED MILLIN1
Millington Lockwood, Inc.
dba AMP Interior Construction
3901 Genesee Street, Suite 800
Buffalo NY 14225

COVERAGES **CERTIFICATE NUMBER:** 950954448 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		D01765346	6/30/2024	6/30/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			73634906	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			78199681	6/30/2024	6/30/2025	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED?	N / A					E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Installation Coverage			D01765346	6/30/2024	6/30/2025	Per Location	$100,000

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

Town of Amherst is included as an additional insured under the general liability if required by written contract.

CERTIFICATE HOLDER

Town of Amherst
1100 North Forest Road
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: Millington-CRS (RES-2024-654 : Millington Lockwood Agreement CRS #4977)

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 12206
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 160529380
MILLINGTON LOCKWOOD INC
3901 GENESEE STREET, SUITE 800
BUFFALO NY 14225

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
MILLINGTON LOCKWOOD INC 3901 GENESEE STREET, SUITE 800 BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET BUFFALO NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G1331 996-7	966438	03/01/2024 TO 03/01/2025	7/15/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1331 996-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP. THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

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 FUN

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 92923696

U-26.3

Attachment: Millington-CRS (RES-2024-654 : Millington Lockwood Agreement CRS #4977)

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: Millington-CRS (RES-2024-654 : Millington Lockwood Agreement CRS #4977)

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: Millington-CRS (RES-2024-654 : Millington Lockwood Agreement CRS #4977)

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:

Millgate Lockwood, Inc.
Print Name of Company

By: _____
Signature

Dakota J. Kirkna
Printed name

Date: 07/15/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Millington-CRS (RES-2024-654 : Millington Lockwood Agreement CRS #4977)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29277 **RESOLUTION 2024-655** **ADOPTED**

Budget Transfers and Amendments

For August 5, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 07/31/2024
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:***

BUDGET AMENDMENTS - 2024

INCREASE:	***INCREASE:***
A7253.03826 Ice Rink - Grant Revenue $50,400	A7253.4000 Contractual $50,400
To setup budget for CRS# 4965 Energy Efficient Lighting Systems - National Grid for lighting upgrade at the Ice Rink Facility.	
N2323.02785 CDBG & VG- PI $23,604.00	N2323.4000 Contractual $23,604.00
N2325.02785 CDBG Admin- PI $5,901.00	N2325.1000 Personal Svc $5,481.65
	N2325.8030 FICA $419.35
To recognize Community Development program income from 224 Hedstrom, Amherst.	
N1042.05002 Amh Home- Health Ins. Contr $2,966.16	N1042.8050 Health Insurance $2,966.16
To recognize 2nd Qtr. 2024 employee health insurance contributions.	
N2341.02785 AMH 1st Time Homebuyer- PI $5,895.00	N2341.4000 Contractual $5,895.00
N2354.02785 HOME Admin- PI $655.00	N2354.4003 10% Admin $655.00
To recognize Community Development program income from 4765 Chestnut Ridge, Amherst.	
N2323.02785 CDBG & VG- PI $7,333.48	N2323.4000 Contractual $7,333.48
N2325.02785 CDBG Admin- PI $1,833.37	N2325.1000 Personal Svc $1,703.08
	N2325.8030 FICA $130.29
To recognize Community Development program income from 107 Noel, Amherst.	
N2341.02785 AMH 1st Time Homebuyer- PI $4,068.97	N2341.4000 Contractual $4,068.97
N2354.02785 HOME Admin- PI $452.11	N2354.4003 10% Admin $452.11
To recognize Community Development program income from 107 Noel, Amherst.	
N2340.02785 AMH HOME- PI $7,813.36	N2340.4000 Contractual $7,813.36
N2354.02785 HOME Admin- PI $868.15	N2354.4003 10% Admin $868.15
To recognize Community Development program income from 190 Hillcrest, Amherst	
N2344.02785 Cheek Housing- PI $9,497.19	N2344.4000 Contractual $9,497.19
N2349.02785 Cheek Admin- PI $1,055.24	N2349.4003 10% Admin $1,055.24

To recognize Community Development program income from 146 N. Transithill, Cheektowaga.

A3132.04389 Tactical Team Grant - Fed. Grant $75,000 A3132.2600 Other Equipment $52,517.75
A3132.4040 Travel $9,407.25
A3132.4120 Training $13,075.00
To setup Dept. of Homeland Security & Emergency Services Tactical Team Grant budget, pending CRS# 4949 approval.

A1112.04389 Criminal Justice Drug Court Grant $30,000 A1112.2100 Furniture, Desks, Chairs $2,000
A1112.4010 Office Supplies $10,000
A1112.4040 Travel $9,500
A1112.4120 Training $8,500
To setup Criminal Justice Drug Court Grant budget, pending CRS# 4899 approval.

KP2415.03089 ACP Splash Pad - State Aid $250,000 KP2415.4972 Construction $250,000
To setup up State Grant from Office of Parks, Recreation and Historic Preservation for splash pad at Amherst Central Park, pending CRS# 4974 approval.

8/5/2024

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

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: 08/05/24 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29260 **RESOLUTION 2024-656** **ADOPTED**

Award Bid #2024026 Chrysler Motors Vehicle Service & Parts - CRS #4978

WHEREAS, the Contract Compliance and Administration Department received bids on June 27, 2024 for Chrysler Motors Service and Parts; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport.; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with WHA Four LLC dba West Herr Chrysler Dodge Jeep Ram of Lockport.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

2024026 Chrysler Motor Vehicle Service and Parts						
Low Bidder		Vendor Name:	Wha Four LLC dba West Herr Dodge		Falls Dodge dba Joe Cecconis Chrysler Complex	
Item #	EST. QTY.		Unit Price	Total Price	Unit Price	Total Price
1	150	Hourly rate - Cost per hour: $_____	$169.99	$25,498.50	$165.00	$24,750.00
2	$20,000.00	Parts/Material List Price _____% discount	30%	$14,000.00	20%	$16,000.00
		Published Price List Used:		Stellantis		Mopar MSRP
		Total		**$39,498.50**		**$40,750.00**
3		List of car makes that this dealer will service under this contract:	Chrysler, Dodge, Jeep & Ram		Chrysler, Dodge, Jeep, Ram,	
4		Repair shop days/hours of operation:	Monday, Tuesday, Thursday: 7:30 am to 7:00 pm; Wednesday & Friday: 7:30 am to 5:00 pm; Saturday: 7:30 am to 5:00 pm		Monday through Thursday: 7:30 am to 7:00 pm; Friday & Saturday: 7:30 am to 6:00 pm	
5		Time and Labor Guide Book Used:	All Data		All Data	
6		Service Menu Items: Please provide a list of service menu items offered and their corresponding cost. This would include items such as alignments, brake and caliper service, oil changes, air and fuel filter service, fluid flushes, etc.	Attached		Attached	
		No Additional Charges Will Be Allowed				

Attachment: Bid Tab Chrysler Motor Vehicles Service & Parts (RES-2024-656 : Award Bid #2024026

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29266 **RESOLUTION 2024-657** **ADOPTED**

Award Bid #2024028 Town Wide Building Generator Maintenance - CRS #4990

WHEREAS, the Contract Compliance and Administration Department received bids on July 11, 2024 for Town Wide Building Generator Maintenance; and

WHEREAS, the bid process resulted in responses from five (5) vendors as per the attached bid tabulation form;

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

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Emergency Power Systems LLC; and

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

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2024028 Town Wide Building Generator Maintenance and Inspection												
Low Bidder		Vendor Name:	Penn Power		Emergency Power Systems		Southworth-Milton dba Milton Cat		Commercial Power Systems		Kinsley Power Systems	
Item #	U/M											
		Generator maintenance and inspection per location:	(Per Inspection)	(Per Year)	(Per Inspection)	(Per Year)	(Per Inspection)	(Per Year)	(Per Inspection)	(Per Year)	(Per Inspection)	(Per Year)
1	Each	Engineering - Main Building	$793.59	$1,587.18	$400.00	$800.00	$988.00	$1,976.00	$608.00	$1,216.00	$650.00	$1,300.00
2	Each	Engineering - Garage	$796.08	$1,592.16	$400.00	$800.00	$988.00	$1,976.00	$608.00	$1,216.00	$665.00	$1,330.00
3	Each	Highway Dept Bldgs. - Main Building	$1,899.00	$3,798.00	$750.00	$1,500.00	$2,205.00	$4,410.00	$1,788.00	$3,576.00	$1,500.00	$3,000.00
4	Each	Police Headquarters	$1,766.40	$3,532.80	$600.00	$1,200.00	$1,945.00	$3,890.00	$1,566.00	$3,132.00	$1,225.00	$2,450.00
5	Each	Police Training Facility	$1,675.00	$3,350.00	$550.00	$1,100.00	$1,757.00	$3,514.00	$1,498.00	$2,996.00	$1,225.00	$2,450.00
6	Each	Amherst Senior Center	$1,675.00	$3,350.00	$550.00	$1,100.00	$1,757.00	$3,514.00	$1,498.00	$2,996.00	$1,225.00	$2,450.00
7	Each	Amherst Town Hall	$1,523.60	$3,047.20	$450.00	$900.00	$1,480.00	$2,960.00	$1,350.00	$2,700.00	$1,050.00	$2,100.00
8	Each	Northtown Center	$2,799.40	$5,598.80	$450.00	$900.00	$1,578.00	$3,156.00	$1,350.00	$2,700.00	$1,050.00	$2,100.00
9	Each	Williamsville Community Center	$836.08	$1,672.16	$450.00	$900.00	$1,396.00	$2,792.00	$864.00	$1,728.00	$740.00	$1,480.00
		Total		**$27,528.30**		**$9,200.00**		**$28,188.00**		**$22,260.00**		**$18,660.00**
		Repairs:										
		Regular labor rate per hour:		$183.00		$170.00		$252.00		$175.00		$190.00
		Off hours*/Overtime labor rate per hour:		$245.00		$255.00		$378/$328		$262.50		$270.00
		*off hours are defined as before 8 am and after 5 pm										
		Materials - Cost plus _____%		20%		30%		15%		20%		40%

Notes:

Penn Power - Confirmed via email that their yearly total price was for 1 inspection and 1 yearly maintenance. Since they are required every 6 months, we have updated the bid tab accordingly.

Southworth-Milton - $378 is the premium rate, $328 is the overtime rate.

Commercial Power Systems - Provided 2 year pricing instead of 1 year pricing in the "per year" column. Bid tab adjusted for accuracy.

Kinsley Power Systems - Bid was delivered on 7/10 but did not arrive to the Contract Compliance Department until 7/17.

Attachment: Bid Tab Town Wide Generators (RES-2024-657 : Award Bid #2024028 Town Wide Building

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Court
Initiated by: **Kim Kern**
Co-Sponsored by:

DOC ID: 29281 **RESOLUTION 2024-658** **ADOPTED**

Byrne Memorial Justice Assistance Grant CRS #4899

Whereas, kindly adopt a resolution authorizing the Supervisor to adopt and execute the Grant agreement between the Town of Amherst (Court) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the Byrne Memorial Justice Assistance Grant awarded the Amherst Town Court, CRS ID #4899 attached.

Whereas, these funds are essential to the continued success of the Town Court, in particular the Treatment Court as well as others.

Thereby, let it be resolved the Town Board approve the Supervisor sign the contract for the Grant Awarded.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$30,000

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

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T637615 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main Street Williamsville, NY 14221-5499	TYPE OF PROGRAMS: Byrne JAG DCJS NUMBERS: BJ19637615 CFDA NUMBERS: 16.738
INITIAL CONTRACT PERIOD: FROM 04/01/2024 TO 03/31/2025 FUNDING AMOUNT FROM INITIAL PERIOD: $30,000.00	AMENDED CONTRACT PERIOD: FROM TO FUNDING AMOUNT FROM AMENDED PERIOD:
TRANSACTION TYPE: New	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
FEDERAL TAX IDENTIFICATION NO: 166002157 MUNICIPALITY NO: (if applicable) 140301900000 STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply): _X_ NYSCFG New York State Contract for Grants _X_ APPENDIX A Standard Clauses for New York State Contracts _X_ ATTACHMENT A-1 Agency Specific Terms and Conditions _X_ ATTACHMENT A-2 Program Specific Terms and Conditions _X_ ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws _X_ ATTACHMENT B Budget _X_ ATTACHMENT C Payment and Reporting Schedule _X_ ATTACHMENT D Work Plan _X_ Other (Identify)

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

NYS Division of Criminal Justice Services
BY: , Date:
Office of Program Development and Funding

State Agency Certification: In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

GRANTEE: In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or officials, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of Attorney General's Charities Bureau ('Charities Bureau'), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and responses in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the use of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

BY: Mr. Brian J. Kulpa , Town Supervisor Date:

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	APPROVED, Thomas P. DiNapoli, State Comptroller _____ Title: _____ Date: _____

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D00	Amherst, Town of	06/10/202

ATTACHMENT B - Budget Summary by Participant

Amherst, Town of
Amherst Town Court - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Equipment for Court Room	1	$2,000.00	$2,000.00	$2,000.00	$0.00
Justification: This funding will be used to support the purchase of new equipment (ex. furniture) for the drug court interview room, and other rooms in the court house.						
Total				$2,000.00	$2,000.00	$0.00

#	Supplies	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Drug Court Program Supplies	1	$10,000.00	$10,000.00	$10,000.00	$0.00
Justification: Program supplies will be utilized by court officials to administer daily activities of drug court. Expenditures will include breathalyzers, toxicology screens, and pocket calendars. The pocket calendars will be utilized by court participants, to keep track of court appointments.						
Total				$10,000.00	$10,000.00	$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Court staff travel to training	1	$9,500.00	$9,500.00	$9,500.00	$0.00
Justification: Funding to support the lodging, subsistence and transportation costs of court staff to attend trainings. Transportation may include, but may not be limited to, bus, taxi fees, mileage reimbursement. All expenses will be subject to the per diem reimbursement GSA rate. All out of state travel needs to be preapproved by DCJS.						
Total				$9,500.00	$9,500.00	$0.00

#	All Other Expenses	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Training DVDs and Videos	1	$4,000.00	$4,000.00	$4,000.00	$0.00
Justification: Funding will be used to purchase training videos and DVDs for the court staff. Videos may include trainings topics concerning Alcohol, Drugs of Abuse: treatment and relapse, Cocaine: what you need to know, Opioids: what you need to know, Relapse Prevention, Alcohol and other drug education, Trauma and PTST, Opioids, Preventing Relapse taking necessary steps, Criminal-addictive thinking.						
2	Training Registration Fees	1	$2,500.00	$2,500.00	$2,500.00	$0.00
Justification: Funding will be used to support registration fees for trainings to be attended by court staff.						
3	Training Workbooks	1	$2,000.00	$2,000.00	$2,000.00	$0.00
Justification: Funding will be used to purchase training workbooks to be used by court staff to maintain education. Workbooks may include learnings regarding Shame and Guilt, Refusal Skills, Grief, Warning signs of relapse.						
Total				$8,500.00	$8,500.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$30,000.00	$30,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$30,000.00	$30,000.00	$0.00

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D00	Amherst, Town of	06/10/2024

ATTACHMENT D - Work Plan

Goal

To assist the Amherst Town Court in providing expert alternative to incarceration programs to drug court participants which seek to diminish substance abuse, crime and recidivism by Court supervision, treatment and monitoring.

Objective #1

Attend relevant trainings as applicable to Court work.

Task #1 for Objective #1

Court staff attend trainings, and utilize workbooks for enrichment.

#	Performance Measure
1	List the trainings, and/or applicable workbooks that were completed by court staff.

Objective #2

To purchase equipment to be utilized by the Court to replace worn equipment, and additional supplies that are utilized in drug court proceedings.

Task #1 for Objective #2

Purchase equipment and supplies.

#	Performance Measure
1	Describe the impact that the equipment and supplies have on the daily operations and work of the court.

Objective #3

To report directly to the federal Bureau of Justice Assistance (BJA) on performance measures for grant programs that are supported by Byrne JAG funds through the Performance Measurement Tool (PMT) for each quarter of the contract year. (PLEASE NOTE: YOU DO NOT NEED TO FILL ANYTHING OUT IN GMS FOR THIS OBJECTIVE. THIS IS INFORMATIONAL ONLY).

Task #1 for Objective #3

The grantee will sign onto the PMT at https://www.bjaperformancetools.org utilizing the ID, password and instructions provided by DCJS and complete the assigned sections within 30 days of the end of the calendar quarter.

#	Performance Measure
1	Completed PMT report.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D00	Amherst, Town of	06/10/2024

STATE OF NEW YORK

CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) 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 operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with a grant award, the order of precedence is as follows:

1. Appendix A - Standard Clauses for New York State Contracts

2. Contract for Grants Standard Terms and Conditions

3. Modifications to the Face Page

4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government) *[1]*; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

5. The Face Page

6. Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws; Attachment B: Budget; Attachment C: Payment and Reporting; and Attachment D: Work Plan.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

7. Modifications to Attachment A-1: Agency Specific Terms and Conditions

8. Attachment A-1: Agency Specific Terms and Conditions

9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page.

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

[1]. For modifications required by the Federal government see Section I(M).

B. Funding: Funding for the term of the 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 Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment D (Work Plan) in accordance with the provisions of the 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.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term 'litigation' shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term 'regulatory action' shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws: (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) 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-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a 'Simplified Renewal Contract'). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a 'Simplified Renewal Contract.' Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event 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 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. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

TERMINATION AND SUSPENSION

A. Termination

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a 'Force majeure' event. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. 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 formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to 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 C (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

for under the Contract.

D. Property:

1. For the purposes of the Contract, 'Property' is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of 'Property' the federal awarding Agency definitions will apply.

a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this Contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase 'useful life' is defined in Internal Revenue Code §1.169-2).

b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records)

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

(i) personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(ii) payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

(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 Contract that provided funding, shall have access to the Records during the hours of 9:00am until 5:00pm, 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.

F. Confidentiality:

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ('Confidential Information') for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, 'Publicity' includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior written approval of the State. Any such publication, presentation or announcement shall:

a) Acknowledge the support of the State of New York, and if funded with Federal funds, the applicable Federal funding agency; and

b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this Contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the 'Accessibility Policy'). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

January 2024
Certified by - on

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D00	Amherst, Town of	06/10/2024

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR YOUR REFERENCE.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment, or other agreement of any kind (hereinafter, 'the contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1.EXECUTORY CLAUSE In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2.NON-ASSIGNMENT CLAUSE In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3.COMPTROLLER'S APPROVAL In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts led by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4.WORKERS' COMPENSATION BENEFITS In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5.NON-DISCRIMINATION REQUIREMENTS To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or the manufacture, sale or distribution of materials, equipment or

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6.WAGE AND HOURS PROVISIONS If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be 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 is subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State and any State approved sums due and owning for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATIONS In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8.INTERNATIONAL BOYCOTT PROHIBITION In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations under the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9.SET-OFF RIGHTS The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's opinion to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10.RECORDS The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the 'Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Status is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11.IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number of numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number of numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods and services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable to State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. 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.

12.EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law and 5 NYCRR Part

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and be signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmation action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of '(a), (b) and (c)' above, in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13.CONFLICTING TERMS In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14.GOVERNING LAW This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15.LATE PAYMENT Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16.NO ARBITRATION Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17.SERVICE OF PROCESS In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18.PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

19.MACBRIDE FAIR EMPLOYMENT PRINCIPLES In accordance with the MacBride Fair Employment Principles (Chapter 807) of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20.OMNIBUS PROCUREMENT ACT OF 1992. If is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
Telephone: 646-846-7364
email:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21.RECIPROCITY AND SANCTIONS PROVISIONS Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22.COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23.COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24.PROCUREMENT LOBBYING To the extent this agreement is a 'procurement contract' as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25.CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26.IRAN DIVESTMENT ACT By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond.If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27.ADMISSIBILITY OF REPRODUCTION OF CONTRACT Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceedings or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

February 2024
Certified by - on

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D00	Amherst, Town of	06/10/202

ATTACHMENT A-1, AGENCY SPECIFIC TERMS AND CONDITIONS

I. Designees

A. The designated Program Office, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G) shall be

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

B. For the purpose of refunds as referenced in the Attachment C, Payment and Reporting, Section(C)(1)(2), refunds shall be submitted to:

NYS Division of Criminal Justice Services (DCJS)

Office of Budget and Finance, Grants Unit

80 S. Swan St.

Albany, NY 12210

C. The Contractor's Designee, for the purpose of notice as referenced in the New York State Contract for Grants (hereinafter, Contract), Section I(G), shall be the same as indicated on the Face Page of the Contract.

II. Contractual Obligations

The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation, unless otherwise approved in writing by both parties' signatories or their designees.

III. Budget Amendments

Budget amendments for expenditure-based contracts are governed in accordance with Section I(D) of the Contract and also as follows:

Requests for any budget modifications shall be made in writing by an authorized representative of the Contractor and must be approved in writing by DCJS.

A. For contracts with a total value of $200,000 or less, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than ten percent.

B. For contracts with a total value greater than $200,000, no budget amendment is required for a budget modification that would result in a transfer of funds between budget cost categories where the amount of such modification is, as a portion of the total value of the contract, equal to or less than five percent.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

For budget modifications involving amounts above the thresholds established in the paragraphs above, including multiple budget modifications that cumulatively exceed the thresholds provided above, a budget amendment setting forth the proposed new budget will be required to be submitted and approved within the applicable state grants management system before the next payment will be approved.

Any other budget changes not covered in paragraphs A. or B. (above), such as modifications within budget cost categories or changes in the number, title, job duties or rate of remuneration of project staff or changes under the thresholds for a formal amendment, shall be requested by the Contractor and approved via email by DCJS. Such approval shall be retained by the Contractor. DCJS reserves the right to require a formal budget amendment to be submitted and approved within the applicable state grants management system when deemed to be in the best interest of the State.

C. Grant Amendment Requests (GAR) for Performance-Based Contracts

For performance-based contracts, the Contractor shall request reallocations of milestones from the state DCJS Office of Program Development and Funding (OPDF) within 30 days of the close of each contract quarter, or no later than 45 calendar days after the end of the last quarter of a contract budget term, to adjust any milestones and/or outcomes to reflect actual achievements. If the reallocation request is approved, the reimbursement will be at the agreed upon cost for the milestones and/or outcomes, and shall not exceed the total maximum award amount delineated in the contract for such contract budget term. The reallocation request must also include the completed Grant Amendment Request (GAR) form. The Contractor may request from OPDF within the aforementioned 45 day period an extension of the GAR submission period due to extenuating circumstances. DCJS reserves the right to deny all or part of a GAR reallocation and/or extension request.

IV. Time and Effort Reporting

The Contractor shall maintain specific documentation as support for project related personal service costs. For all Contractor's staff whose salaries are paid in whole or in part from grant funds provided under this. Contract, the Contractor shall maintain a time recording system which shows the time devoted to the grant project. The system shall consist of time sheets, computerized workload distribution reports, or equivalent systems. The time devoted to grant activities must be determinable and verifiable by DCJS. If time sheets are used, each must be signed by the individual and certified by the individual's supervisor in a higher-level position at the end of each time reporting period.

V. Space Rental

Space rental provided by this Contract shall be supported by a written lease or other related, DCJS-approved documentation, maintained on file, and made available by the Contractor upon request.

VI. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

A. The rate for a consultant should not exceed $650 for an eight-hour day or $81.25 per hour (not including travel and subsistence costs). A rate exceeding $650 per eight-hour day or $81.25 per hour requires prior written approval from DCJS and may be approved on a case-by-case basis where adequate justification is provided and expenses are reasonable and allowable.

B. Procurement of a consultant shall be undertaken consistent with the procedures outlined in Section VII of this Attachment.

C. A Contractor who proposes to obtain consultant services from a vendor without competitive bidding, shall obtain the prior written approval of DCJS. The request for approval shall be in writing and set forth, at a minimum, a detailed justification for selection and basis upon which the price was determined to be reasonable. Further, such consultant services shall be in accordance with the guidelines, bulletins, and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice and/or any applicable state or federal agency. DCJS' approval shall be retained by the Contractor and submitted upon request.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

D. Notwithstanding the provisions of this section, the Parties agree that DCJS' prior written approval is not required for the employment of a consultant when such employment is secured in relationship to a criminal matter as an expert witness, consultant or investigator. The Parties agree that the employment shall be supported by a written agreement and that all supporting documentation identifying the criminal matter involved, services provided, time commitment and schedule shall be retained by the Contractor and submitted upon request.

VII. Procurement

All procurements shall be conducted in the following manner. Written justification and documentation for all procurements must be maintained on file and made available upon request. Detailed itemization forms for non-personal service expenditures, in a format determined by DCJS, shall accompany each voucher and Fiscal Cost Report requesting payment. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsive bidder or best value).

A. A Contractor that is a local government must make procurements in accordance with General Municipal Law Article 5-A and any other applicable regulations.

B. A Contractor that is a not-for-profit organization shall make all procurements as noted below:

1. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.

2. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

3. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

4. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

C. A Contractor that is a state entity shall make all procurements in accordance with State Finance Law Article 11, and any other applicable laws and/or regulations.

D. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process. Further guidance may be obtained from DCJS.

E. Any Contractor who proposes to purchase from a vendor without competitive bidding must obtain the prior written approval of DCJS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Justice. A copy of DCJS' approval shall be retained by the Contractor and submitted upon request

VIII. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements and Procedures (state-funded grants only)

A. General Provisions

1. The Division of Criminal Justice Services (DCJS) is required to implement the provisions of New York State Executive Law Article 15-A and 5NYCRR Parts 142-144 (MWBE Regulations) for all state Contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

2. The Contractor to the subject Contract (the Contractor and the Contract, respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DCJS, to fully comply and cooperate with the DCJS in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor's demonstration of good faith efforts pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the Human Rights Law) or other applicable federal, state or local laws.

3. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VIII(G) of this Attachment or enforcement proceedings as allowed by the Contract.

B. Contract Goals

1. For purposes of this Contract, DCJS has established an overall goal of 30% for Minority and Women-Owned Business Enterprises (MWBE) participation which are specified as part of the Contract on the Local Assistance MWBE Sub-Contractor Supplier Utilization Form 3301.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the Contract workplan hereof, the Contractor shall reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

3. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DCJS for liquidated or other appropriate damages, as set forth herein.

C. Equal Employment Opportunity (EEO)

1. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economics Development (the Division). If any of these terms or provisions conflict with applicable laws or regulations, such laws and regulations shall supersede these requirements.

2. Contractor shall comply with the following provisions of Article 15-A:

a. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. The Contractor agrees to the EEO Policy Statement as provided below, or if the Contractor or Subcontractor has its own EEO Policy Statement, it should include the following or similar language:

i. 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.

ii. 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.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

iii. 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.

iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of the Appendix A, Standard Clauses for New York State Contracts 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.

3. Staffing Plan

To ensure compliance with this Section, the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required for contracts with a total expenditure in excess of $250,000. The Contractor shall submit the staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the Contract.

4. Workforce Employment Utilization Report

a. If the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form is required, once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DCJS of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DCJS during the term of the Contract, for the purpose of reporting the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

b. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

c. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

5. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

D. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the Contract.

2. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the Contract workplan.

3. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DCJS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

E. Waivers

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, DCJS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS 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.

F. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to DCJS over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

G. Liquidated Damages - MWBE Participation

1. Where DCJS determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of contract and DCJS may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

2. Such liquidated damages shall be calculated as an amount equaling the difference between:

a. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

b. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

3. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DCJS, Contractor shall pay such liquidated damages to the DCJS within thirty (30) days after they are assessed by the DCJS unless prior to the expiration of such thirtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DCJS.

H. M/WBE and EEO Policy Statement

The Contractor agrees to adopt the following policies with respect to the project being developed or services rendered in this Contract with the Division of Criminal Justice Services:

1. **M/WBE**

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

a. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

b. Request a list of State-certified M/WBEs from the Division of Minority and Women's Business Development and solicit bids from them directly.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

c. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

d. Where feasible, divide the work into smaller portions to enhance participation by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

e. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

f. Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

2. **EEO**

a. This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

b. This organization shall state in all solicitation or advertisements for employees that in the performance of the Contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, disability or marital state.

c. At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

d. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

e. This organization will include the provisions of sections (a.) through (d.) above 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.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this Contract.

IX. Equipment Inventory

Applicable equipment purchased with funds provided by this Contract as listed in Attachment B or B-1, shall be assigned a unique inventory number. The Contractor shall list all equipment purchased with such funds on the Equipment Inventory Form and attach it in the applicable state grants management system at the time the last program progress report is filed or sooner. Items of equipment costing less than $500 do not need to be listed on the Equipment Inventory Form although the Contractor is encouraged to maintain an internal inventory for audit purposes. Upon completion of all contractual requirements by the Contractor, DCJS will permit continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in conducting a public safety program, unless otherwise notified by DCJS.

X. Accounting and Audits

A. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

B. In addition to all other contract terms and conditions contained herein, performance-based Contractors must be able to document that they expended at least 90% of their program operating budget on program expenses specific to the contracted program. Any short-fall in documented expenditures below the 90% threshold will be subject to recoupment by DCJS.

C. If the Contractor receives funding from two or more sources, all necessary steps shall be taken to ensure that grant funds are not co-mingled with any other grantee funds, and that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts.

D. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

E. Contractor agrees it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

F. This Contract may be subject to a fiscal audit by DCJS to ascertain financial compliance with Federal and/or State laws, regulations, and guidelines applicable to this Contract. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by any applicable Federal, State, and DCJS guidelines.

XI. Non-Compliance

DCJS reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant contracts between the Contractor and DCJS or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or Federal laws or regulatory provisions or, if in DCJS' judgement, the services provided by the Contractor under the Contract are unsatisfactory or untimely. DCJS shall provide the Contractor with written notice of noncompliance. Upon the Contractor's failure to correct or comply with the written notice by DCJS, DCJS reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract. DCJS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon issuance of a final audit report and appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with the terms of the Contract.

XII. Program Income

Program income is gross income earned by the Contractor that is directly generated by a supported activity or earned as a result of the grant award during the period of performance. Program income earned by the Contractor during the funding period as a direct result of the grant award shall be reported in writing to DCJS in a manner or format prescribed by DCJS, in addition to any other applicable reporting requirements. This includes income received from seized and forfeited assets, cash, the sale of grant purchased property, royalties, fees for services, and registration/tuition fees. Interest earned on grant funds is not program income unless specified in Attachment D. The Contractor shall report the receipt and expenditures of grant program income to DCJS. All income, including interest, generated using these grant funds shall be used to enhance the grant project.

XIII. Lapsing Appropriations

Unless otherwise specified, in accordance with the State Finance Law, the availability of all State funds for liabilities already incurred thereunder shall cease on September 15th of the year following the fiscal year in which the funds were appropriated, unless such funds are reappropriated by the New York State Legislature. To ensure payment, vouchers must be received by DCJS by August 1st of the year following the fiscal year in which the funds were appropriated.

XIV. Refunds

If at the end of this Contract there remains any unexpended balance of the monies advanced under this contract in the possession of the Contractor, the Contractor shall submit a certified check or money order for the unexpended balance payable to the order of the State of New York and return it to the DCJS Office of Budget and Finance at the address in Section I.(B) of this Attachment with its final fiscal cost report by the last day of th

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

the end of the contract period.

XV. Limit on Overtime Earnings

If Attachment B, Expenditure Based Budget, makes provisions for overtime payment, the Contractor shall limit overtime earnings to no more than 25 percent (25%) of the employee's annual personnel cost (salary plus fringe benefits) during the term of this Contract. Prior written approval from DCJS is required for overtime charges in excess of the 25 percent (25%) limit. A copy of DCJS' written approval shall be retained by the Contractor and submitted upon request.

XVI. Subawards/Subcontractors

None of the goals, objectives or tasks set forth in Attachment D shall be subawarded to another organization without specific prior written approval by DCJS. Where the intention to make subawards is clearly indicated in the application in the applicable grants management system, DCJS' approval is deemed given, if these activities are funded as proposed.

If this Contract makes provisions for the Contractor to subaward funds to other recipients, the Contractor agrees that all subcontractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of any subcontractor.

The Contractor agrees that all subcontractor arrangements shall be formalized in writing between the parties involved; and shall include at a minimum:

* Activities to be performed;

* Time schedule;

* Project policies;

* Other policies and procedures to be followed;

* Dollar limitation of the agreement;

* New York State Contract for Grants, Appendix A-Standard Clauses for New York State Contracts, Attachment A-1, Attachment A-2, Attachment A-3 (if applicable), Attachment C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension (if applicable) and any special conditions set forth in Appendix D of the Contract; and

* Applicable Federal and/or State cost principles to be used in determining allowable costs.

The Contractor will not be reimbursed for subgranted funds unless all expenditures by a subcontractor are listed on applicable forms. Backup documentation for such expenditures shall be made available upon request. All expenditures shall be programmatically consistent with the goals and objectives of this Contract and with the financial plan set forth in Attachment B or B-1.

XVII. Work Product Ownership and Distribution/DCJS Logo

Any work products developed under this Contract by the Contractor shall be the exclusive property of DCJS and Contractor may not assert a copyright to any work products developed. Any work products shall not be disseminated by any means, in whole or in part, unless express written permission in advance is granted by the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and Contractor adheres to any conditions or limitations with respect to usage. Where Contractor uses their pre-existing materials in connection with this Contract, DCJ

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

material, in whole or in part, with proper attribution to the Contractor.

No materials or presentations resulting from Contract activities nor any Contractor's website or social platform may use the DCJS logo in any form without the prior written approval from the Executive Deputy Commissioner of DCJS or his/her designee. Requests for such approval shall be submitted in writing to the DCJS Deputy Commissioner of the Office of Program Development and Funding (OPDF) and/or DCJS General Counsel at least thirty (30) calendar days before requested use. DCJS' determination of any requests shall be made on a case-by-case basis.

XVIII. Delayed Implementation

Contractor agrees that if the project is not operational within 60 days of the original starting date of the grant period, it will report in writing to the DCJS Office of Program Development and Funding (OPDF) the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the original starting date of the grant period, the Contractor will submit a second written report to OPDF explaining the delay. The State may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

XIX. Changes at the Discretion of DCJS

This Contract may be extended, increased, decreased, terminated, renewed, amended or renegotiated at the discretion of the Division of Criminal Justice Services.

XX. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

XXI. SAFETNet

The following special conditions apply to contracts with county or municipal governments as appropriate: Participating law enforcement agencies that are funded by DCJS to conduct drug, firearms or vehicle theft or vehicle related insurance fraud investigations shall register with SAFETNet. Participation in SAFETNet obligates the registered county or municipal government agency to submit information regarding persons or addresses under active investigation in accordance with SAFETNet standard operating procedures. In addition, the county or municipal government agency agrees to participate the Upstate New York State Intelligence Center (NYSIC) or the New York/New Jersey High Intensity Drug Trafficking Area Regional Intelligence Center (NY/NJ HIDTA RIC) as appropriate.

XXII. Compliance with New York State Policies and Standards

All information management software which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with all applicable New York State Office of Information Technology Services security policies and related standards located at: https://its.ny.gov/policies

In addition, all such information management software and/or hardware which a Contractor may purchase, utilize or develop with funds provided under the terms of this Contract shall comply with established DCJS standards as outlined in the following documents:

A. New York State Criminal Justice Electronic Biometric Transmission Standard

B. New York State Standard Practices for the Processing of Fingerprintable Criminal Cases.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

C. New York State Standard Practices for Fingerprinting Juveniles.

The latest versions of these documents referenced above can be accessed on the DCJS website at:

http://criminaljustice.ny.gov/advtech/ebts.pdf

http://www.criminaljustice.ny.gov/stdpractices/main_menu.htm

http://www.criminaljustice.ny.gov/stdpractices/jj-stdpractices/jj-full-manual.pdf

or obtained by calling the DCJS Customer Contact Center at (800) 262-3257.

XXIII. IJPortal

Contractors who are law enforcement agencies shall enroll as a user of the Integrated Justice Portal (IJPortal) and make use of the IJPortal services as applicable.

XXIV. DCJSContact Directory

Contractor shall enroll as applicable in the DCJSContact Directory established and administered by the Division of Criminal Justice Services. DCJSContact is a free-of-charge statewide email directory used to alert the law enforcement community to the availability of free law enforcement training courses and materials, legal updates, and officer safety bulletins, among others. Information regarding enrollment in the DCJSContact Directory can be obtained by accessing the enrollment form at https://www.criminaljustice.ny.gov/ojis/DCJSContact.htm

XXV. Incident-Based Reporting (IBR)/UCR Data Entry Interface

Incident-Based Reporting (IBR) agencies are required to use the IJPortal IBR Submission interface to upload their monthly NYSIBR extract file, and the IJPortal UCR Data Entry Interface to submit their monthly Hate Crime and Law Enforcement Officers Killed or Assaulted (LEOKA) reports.

Summary (UCR) reporting agencies are required to use the IJPortal UCR Data Entry Interface to submit all monthly UCR reports including the Return A (Monthly Offenses known to Police), Arrests of Persons 18 and Over, Arrests of Persons Under 18, Supplemental Homicide Report (SHR), Arson, Hate Crime, and the Law Enforcement Officers Killed or Assaulted (LEOKA).

Law enforcement agencies are required to submit all monthly crime reports to DCJS through the Integrated Justice Portal (IJPortal) IBR/USR Reporting Interface within 30 calendar days after the close of the reporting period. Failure to submit this information may result in grant funds being withheld.

Instructions for accessing and submitting crime reports through the IJPortal can be found at:
https://www.criminaljustice.ny.gov/crimnet/ojsa/crimereporting/ucr_refman/IJPortal-UCR-Data-Entry-Manual.pdf

All law enforcement agencies shall stay current with their monthly submissions. When the police department is unable to submit the data within 30 days, the Chief shall submit the reasoning to DCJS, while ensuring the data is submitted as soon as possible. If it is deemed that the reasoning for the late submission was out of the control of the police department, a waiver will be granted to avoid the fiscal penalty.

Law enforcement agencies shall submit full UCR Part 1 crime reports, including supplemental homicide reports, to DCJS by 30 days following the end of the month. These monthly reports may be submitted either under the Uniform Crime Reporting System (UCR) or under the Incident Based Reporting System (IBR). Quick Reports will not be accepted. Failure to submit this information may result in grant funds being withheld.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

UCR agencies shall fill out the Domestic Violence Victim Data table found on the last page of the Return A in accordance with the new domestic violence reporting requirements. These requirements can be found on-line at: https://www.criminaljustice.ny.gov/ojis/dir_training.htm. Failure to submit this information may result in grant funds being withheld. Agencies reporting through IBR do not submit a supplemental report for domestic violence. The required data is automatically collected through the monthly submission of the IBR file.

XXVI. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

XXVII. Sexual Harassment Prevention Policy Certification

As of January 1, 2019, bidders on procurements subject to competitive bidding in New York State, are required to submit a certification with every bid that states they have a policy addressing sexual harassment prevention and that they provide sexual harassment training to all employees on an annual basis.

Pursuant to State Finance Law §139-l, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their 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 its own organization, under penalty of perjury, that the bidder 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.

Bidders that do not certify will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder provides a signed statement with their bid detailing the reasons why the certification cannot be made.

In addition, requiring this certification for competitively bid RFPs, DCJS has included this requirement for all grantees receiving funds from DCJS. Grantees must provide certification that they have implemented a written policy addressing sexual harassment prevention in the workplace and that they provide annual sexual harassment prevention training to all of its employees.

The certification form described above is available at https://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html and is required from grantees as part of the submission in the applicable state grants management system.

February 2024
Certified by - on

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D00	Amherst, Town of	06/10/202

Attachment A-2, PROGRAM SPECIFIC TERMS AND CONDITIONS:

The following terms and conditions apply only to the Contractors receiving funds under the identified program:

County Re-entry Task Force (CRTFs)

The Contractor agrees that, as part of DCJS' crime reduction strategy initiatives, each County Re-entry Task Force will develop a formal interactive relationship with other crime reduction strategies in their county.

The Contractor must work towards the development of a comprehensive array of reentry services within the county to ensure that the individual needs of all returning individuals can be appropriately addressed. The Contractor shall review all services proposed by subcontractors for compliance with evidence-based practices.

In addition to services designed to meet the basic needs of returning persons, the Contractor will ensure that the county's network of services include those that address criminogenic needs, have been evaluated for effectiveness in achieving their desired outcomes, and comport with evidence-based interventions for people who have offended. Examples include, but are not limited to, the provision of Thinking for a Change (T4C) and Offender Workforce Development Specialist (OWDS) Programming which may be evaluated as part of the Contract with the Contractor.

Crimes Against Revenue Program (CARP)

The Contractor, in cooperation with DCJS, the Department of Taxation and Finance (DTF) and/or any other state agencies where applicable, will publicize noteworthy prosecutions to promote deterrence.

The Contractor shall enter into a signed Memorandum of Understanding (MOU) with DTF and other agencies if appropriate, to set forth roles, responsibilities and coordination between the parties with respect to the investigation and prosecution of tax crimes and other fraud that can adversely affect governmental revenues.

Gun Involved Violence Elimination (GIVE) Initiative

The Contractor agrees that if funding is being provided for the implementation of any other DCJS crime reduction strategies within the same jurisdiction, the implementing agency will coordinate their GIVE strategy with those other initiatives.

Participating agencies receiving funding through the GIVE Initiative will be required to participate in a GIVE program evaluation. This may require agencies to provide DCJS or its contractors with data and information relating to jurisdictional GIVE operations, initiatives, and enforcement efforts.

The Contractor agrees to comply with all program requirements including those outlined within the GIVE Guidance Document.

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

Participating police departments will attend monthly meetings, at a minimum, with the SNUG program manager or his/her designee and regional crime analysts to discuss firearms related crime, gang activity, and violence. Meeting frequency may be increased at the discretion of DCJS based on shootings, homicides, and the incidence of violent crime within a jurisdiction.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

Participating police departments will develop writing protocols detailing established procedures to notify the SNUG program manager or his/her designee of all shootings and/or homicides within 24 hours of each incident. The written procedures must be submitted to DCJS with the first Quarterly Progress Report.

Participating police departments will provide DCJS an annual report detailing a year-to-year comparison of shootings and homicides for the current GIVE Contract period and the two preceding GIVE Contract periods for the target area(s) and the entire city. This annual comprehensive report will be due on the last day of the month following the expiration date of the Contract.

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

The Contractor shall expend funds in a manner that is consistent with the MVT/MVIF Plans of Operation.

New York State Defenders Association (NYSDA)

Any income, including interest, arising from state funds paid to the NYSDA shall be used to pay for the cost or expansion of tasks to be performed as part of the NYSDA's programs or projects, provided that all such income shall first be used to reimburse the NYSDA for monies expended from its general fund to support the Backup Center services.

Whenever possible, the NYSDA and its employees shall seek state rates for travel, meals, and lodging. Where such rates are not obtainable, NYSDA employees must provide three quotes demonstrating reasonableness of price for alternate travel, meals, and lodging, except when seeking lodging at the venue of a conference essential to the NYSDA program. In which case the NYSDA shall document the conference arrangements and rates for travel, meals, and lodging.

Upon DCJS request, the NYSDA will arrange for DCJS personnel to attend the NYSDA trainings and conferences offered for the purposes of program and contract monitoring. The parties of this Contract understand that nothing in this Contract shall be construed to preclude or impair the right of the NYSDA attorneys to act in the best interest of their clients. In providing access to records and submitting reports required pursuant to the provisions of this Contract, the NYSDA shall, in accordance with its professional responsibility under the New York Rules of Professional Conduct (see 22 NYCRR Pt. 1200), protect the confidences and secrets of its clients, including the clients of the attorneys to whom the NYSDA provided assistance or services. No record or report shall be deemed deficient because of the omission of information, the provision of which would result in the disclosure of any such confidences or secrets or would otherwise compromise the interest of any client.

In serving as the Public Defense Backup Center and a clearing house for information relating to the provision of public defense services, NYSDA will review, assess, and analyze the public defense system and advance the rights and interests of public defense clients and public defense attorneys.

February 2024
Certified by - on

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D00	Amherst, Town of	06/10/202

ATTACHMENT A-3, FEDERALLY FUNDED GRANTS AND REQUIREMENTS MANDATED BY FEDERAL LAWS

Please navigate to the links below to read the Federal Special Conditions that apply to this Federal Award and attest to such by downloading, completing, signing and uploading the attestation form.

Special Conditions -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/FFY%202019%20Byrne%20JAG%20Special%20Conditions%20and%20Addendum%20%20Final.pdf

Attestation Form -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/Federal%20Special%20Conditions%20Attestation%20Form.3.11.24.pdf
Certified by - on

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ22-1037-D00	Amherst, Town of	06/10/2024

ATTACHMENT C PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, 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 and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, 'Full Execution' shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal Funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ('CFR'). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirements

Claim	Claim Type	Report Period	Due Date
1	Quarterly Reimbursement	Quarter 1	30 days after the end of the quarter
2	Quarterly Reimbursement	Quarter 2	30 days after the end of the quarter
3	Quarterly Reimbursement	Quarter 3	30 days after the end of the quarter
4	Quarterly Reimbursement	Quarter 4	30 days after the end of the quarter

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be 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.

* For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. 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 and practices shall be subject to approval of the State.

* 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.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payments shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the forth quarter of the current contract year to pay the scheduled payment of the next contract year.

9. If the Expenditure Based Budget is used in Attachment B and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This repor shall accompany the voucher submitted for such period.

____ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the 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 Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency.

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the 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.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., performed, training sessions conducted, etc.).

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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 D (Work Plan).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Report Requirements below.

Schedule B: Progress Reporting Requirements

Period 1

Progress Report	Report Type	Report Period	Due Date

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

1	Quarterly Progress Report	Quarter 1	30 days after the end of the quarter
2	Quarterly Progress Report	Quarter 2	30 days after the end of the quarter
3	Quarterly Progress Report	Quarter 3	30 days after the end of the quarter
4	Quarterly Progress Report	Quarter 4	30 days after the end of the quarter

April 2024

Certified by - on

Attachment: Grant T637615 (RES-2024-658 : Byrne Memorial Justice Assistance Grant CRS #4899)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Economic Development
Initiated by: **Emily Melski**
Co-Sponsored by:

DOC ID: 29274 **RESOLUTION 2024-659** **ADOPTED**

Agreement for Shared Website CRS #4948

WHEREAS, the Town of Amherst's' Recovery Plan has a stated goal to Undertake Marketing & Lead Generation Campaign; and,

WHEREAS, Town of Amherst commissioned the development of a Strategic Economic Development Plan ("SEDP") which was accepted by the Town Board in September 2023. The SEDP provides an Implementation Plan to execute the economic goals developed, including updating the Town's Economic Development website; and,

WHEREAS, the Amherst Industrial Development Agency ("AIDA") also desires to update its website to better promote economic development throughout the Town; and,

WHEREAS, through an RFP process, Town of Amherst and AIDA have identified Blackdog/Camoin to have a proven track record of excellence, reliability and creativity in website development and marketing for municipalities and economic development agencies; and,

WHEREAS, cooperation between the Town and AIDA with sharing costs and assets of this resource is cost effective and eliminates redundancy,

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to execute a Professional Services Agreement between the Town of Amherst and AIDA to share costs and resources associated with this contract. CRS #4948.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$15,000 one time + $2,500 annual

A1230 4110

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

AGREEMENT

THIS AGREEMENT is entered into this ____ day of July, 2024, by and between the **TOWN OF AMHERST** (herein "Town"), a municipal corporation organized and existing under and by virtue of the laws of the state of New York and with offices and principal place of business at 5583 Main Street, Williamsville, New York 14221 and **TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY** (herein "AIDA"), a public benefit corporation under the laws of the state of New York with offices located at 4287 Main Street, Amherst, NY 1426. The Town and AIDA are referred to individually as "Party" and collectively as the "Parties."

WHEREAS, the Town of Amherst Economic Development Department (herein "AED") and AIDA have the shared goals of promoting the Town of Amherst as a premier destination for businesses and residents, promoting economic diversity, quality employment opportunities and broadening the tax base of the Town of Amherst in order to reduce the tax burden on homeowners, while helping to maintain and enhance a high-quality living environment.; and

WHEREAS, the Town of Amherst commissioned the development of a Strategic Economic Development Plan (herein "SEDP") which was accepted by the Town Board in September 2023. The SEDP provides an Implementation Plan to execute the economic goals developed, including updating the Town's Economic Development website. AIDA also desires to update its website to better promote economic development throughout the Town; and

WHEREAS, The AED and AIDA will implement this goal by sharing a website that aligns with the recommendations outlined by the SEDP (herein "Website"); and

WHEREAS, a request for proposals was jointly issued by the Town and AIDA in February 2024 for Website development and maintenance services; and

WHEREAS, after review of all proposals, Black Dog/Camoin Associates (the "Consultant") was selected to provide the Website services.

NOW, THEREFORE, for good and valuable consideration, the Town and AIDA hereby enter into this **AGREEMENT** as follows:

1. AIDA shall contract with and oversee the work of the Consultant, which shall include developing and maintaining the Website and providing associated marketing, as described in the proposal submitted by the Consultant. The Website will be developed by such consultant retained by AIDA with support from the AED. The services shall be carried out in accordance with current industry standards and trade practices.

2. The total project cost is estimated at Thirty Five Thousand ($35,000) Dollars. For the services to be performed pursuant to this Agreement apportioned to the Town, the Town shall pay ~~the~~ AIDA an amount not-to-exceed Fifteen Thousand ($15,000) Dollars. In the event that the project costs are less than anticipated, the Town's payment shall be reduced proportionately. In the event that the project costs are higher than anticipated, the Town's payment shall be increased proportionately. The parties understand and agree that there will be annual costs associated with the operation of the Website such as maintenance, website hosting, SSL certification, accessibility (ADA or other statutory

Attachment: TOA AIDA Agreement for Website (RES-2024-659 : Agreement for Shared Website - CRS #4948)

compliance) and such other related expenses. The Town agrees to reimburse AIDA 50% of such annual costs, which payment from the Town shall not exceed Two Thousand Five Hundred ($2,500) Dollars annually, unless otherwise agreed. Except as otherwise expressly stated in this Agreement, no payment shall be made by the Town to AIDA for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

3. AIDA shall not discriminate against any contractor or consultant because of age, religion or creed, color, disability, national origin, race, traits historically associated with race, ethnicity, sex, marital status, sexual orientation, veteran status, gender identity, domestic violence victim status, criminal history or other protected characteristic of family members or associates or any other characteristic protected from discrimination under federal or state law.

4. To the fullest extent permitted by law, AIDA will defend, indemnify, and save and hold harmless the Town from any and all suits, claims, actions, or causes of action of every name and description brought against the Town for or on account of any death, injury or injuries or damage received or sustained by any party or parties by or from negligence of AIDA, its agents or employees, or arising from or related to this Agreement. To the fullest extent permitted by law, The Town agrees that the Town will defend, indemnify, and save and hold harmless AIDA, its officers, members and employees of and from any and all suits, claims, actions or causes of action of every name and description brought against AIDA, its officers, members or employees for or on account of any death, injury or injuries or damage received or sustained by any party or parties by or from negligence of the Town or any of their officers, agents or employees or arising from or related to this Agreement.

5. AIDA 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: AIDA 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 hereunder.

(b) General Liability and Property Damage Insurance: AIDA 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) AIDA 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) AIDA 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.

Attachment: TOA AIDA Agreement for Website (RES-2024-659 : Agreement for Shared Website - CRS #4948)

6. 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 and no later than three (3) days after the date of such accident.

7. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, AIDA 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.

8. 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.

9. This Agreement shall continue until terminated by either party upon thirty (30) days' written notice to the other party.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any term of this Agreement or any application thereof is adjudged invalid or unenforceable, the remainder of this Agreement and any other application thereof shall not be affected but shall remain in effect. This Agreement constitutes the entire agreement between the parties concerning the matters set forth herein, and any prior or contemporaneous agreement or understanding shall have no effect. This Agreement shall not be modified or amended except by a writing signed by the party against whom enforcement of the modification or amendment is sought. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Town Supervisor

Date:

TOWN OF AMHERST INDUSTRIAL DEVELOPMENT AGENCY

By:_____
David S. Mingoia, Executive Director

Date:

Attachment: TOA AIDA Agreement for Website (RES-2024-659 : Agreement for Shared Website - CRS #4948)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Economic Development
Initiated by: **Megan Winnert**
Co-Sponsored by:

DOC ID: 29275 **RESOLUTION 2024-660** **ADOPTED**

Authorize Supervisor to Sign Grant Agreement with NYS Office of Parks, Recreation and Historic Preservation - CRS #4974

Requesting the Town Board to authorize the Supervisor to sign a contract with New York State Office of Parks, Recreation, and Historic Preservation (OPRHP) to receive grant funds of $250,000 for a Splash Pad, CRS#4974.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

$250,000 Grant Award

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

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Office of Parks, Recreation and Historic Preservation NYS OPRHP 625 Broadway, 2nd floor Albany, NY 12207	BUSINESS UNIT/DEPT ID: PRK01 1290000 CONTRACT NUMBER: PRK01-C23W002GM-1290000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 166002157	PROJECT NAME: Splash Pad ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5789 Widewaters Parkway Dewitt, NY 13214 CONTRACTOR PAYMENT ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 ☐ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 ☐ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: pdevillier@amherst.ny.us	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 11/02/2023 To: 11/01/2028 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount*;* *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $250,000.00 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☑ Attachment A:
- ☑ A-1 Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☐ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☑ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☑ Other:

Attachment E

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.

In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.

CONTRACTOR: AMHERST TOWN OF _____

By: _____

Printed Name

Title: _____

Date: _____

In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.

STATE AGENCY:

_____

_____

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) 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 operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

[1] For modifications required by the Federal government see Section I(M)

Attachment: AGREEMENT_000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

The documents above, collectively, comprise the entire Agreement and govern the program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract 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 Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the 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.

D. Modifications: Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.

E. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

F. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

G. Notice: All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant to the Contract.

I. Legal Action: No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.

J. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

K. Reporting Fraud and Abuse: Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.

L. Reporting Risks to Performance: If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.

M. Federally Funded Grants and Requirements Mandated by Federal Laws: All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) 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-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.

N. Renewal:

1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event 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

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

("Unusual Circumstances"), no payment of interest shall be due to the 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. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.

c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.

e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. 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 formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

   The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.

4. When a subcontract equals or exceeds $100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to 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). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.

    a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

writing to the Contractor retaining possession of the Property to use for similar purposes.

b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.

d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.

e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

   a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).

   b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).

4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.

5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).

b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

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 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.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.

2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

Confidential Information.

3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

5. Contractor agrees that, as between the Parties, all Confidential Information in its possession obtained in connection with the services or work hereunder is at all times the sole property of the State.

6. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.

7. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.

2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:

    a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and

    b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.

2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination,

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

TABLE OF CONTENTS

		Page
1	Executory Clause	3
2	Non-Assignment Clause	3
3	Comptroller's Approval	3
4	Workers' Compensation Benefits	3
5	Non-Discrimination Requirements	3-4
6	Wage and Hours Provisions	4
7	Non-Collusive Bidding Certification	4
8	International Boycott Prohibition	4
9	Set-Off Rights	4-5
10	Records	5
11	Identifying Information and Privacy Notification	5
12	Equal Employment Opportunities For Minorities and Women	5-6
13	Conflicting Terms	6
14	Governing Law	6
15	Late Payment	6
16	No Arbitration	6
17	Service of Process	6-7
18	Prohibition on Purchase of Tropical Hardwoods	7
19	MacBride Fair Employment Principles	7
20	Omnibus Procurement Act of 1992	7-8
21	Reciprocity and Sanctions Provisions	8
22	Compliance with Breach Notification and Data Security Laws	8
23	Compliance with Consultant Disclosure Law	8
24	Procurement Lobbying	8
25	Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	8
26	Iran Divestment Act	9
27	Admissibility of Contract	9

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

Attachment: AGREEMENT_0000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrates its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty
of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

Attachment: AGREEMENT_0000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

Attachment: AGREEMENT_0000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

Attachment: AGREEMENT_0000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: mailto:mwbebusinessdev@esd.ny.gov
https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

Attachment: AGREEMENT_000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Attachment: AGREEMENT_0000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

A. Notice. For purposes of notice as contained in this State of New York Contract for Grants (Contract), Standard Terms and Conditions, Section I(G):

1. The **State's designee** shall be the STATE AGENCY identified on the Face Page. Document submission and inquiries should be directed to the designated STATE AGENCY representative.

2. The **Contractor's designee** shall be the CONTRACTOR NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the Face Page.

B. Payment shall be made to the NYS Vendor ID Number at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.

C. Changes to Budget and Program Work Plan. Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(D) of this Contract.

D. It is the Contractor's responsibility, pursuant to Sections 57 and 220 (8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have **Workers' Compensation and Disability Benefits Insurance** coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.

E. Non-Discrimination:

1. If the project involves development or acquisition of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

F. Termination. In addition to the options available to the State in the Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at it's option may require the Contractor to bring the project to a point of educational/interpretive, historical, recreational or conservation usefulness as determined by the State.

G. Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law.**

H. Non-Sectarian Purposes. The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.

I. Archeology. In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

J. Preservation of Historic Properties. It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation or any other applicable Secretary of the Interior's Standards (collectively referenced as STANDARDS), which are available from the State.

K. Post-Completion Requirements. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to inspect the project and property for compliance.

L. Construction Requirements. If the Project described in this Contract includes construction, the following shall apply:

1. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State shall verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.

2. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS Appendix A to 41 CFR part 101 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building (I) (Code (parts 1219 1228 of Title 19 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

M. At the discretion of the State, an **Agreed Upon Procedure Review** may be required of the grant performed by a representative of the STATE or a certified public accountant procured by the STATE or the CONTRACTOR currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the STATE.

N. The State may make **periodic inspections** of the project both during its implementation and after its completion to assure compliance with this Contract. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work and provide for such access and inspection by the State in all construction contracts relating to the project.

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS
ENVIRONMENTAL PROTECTION FUND

A. Funding for this project is provided pursuant to the terms of the Environmental Protection Act, Title 9 of Article 54 of the Environmental Conservation Law and governed by the Rules and Regulations set forth in 9 NYCRR Sections 439-443.

B. Procurement: All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption.

1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.

2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, as outlined in section 103 of General Municipal Law, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.

C. Retroactive funding. Notwithstanding the provisions of Section A (2) of the Attachment D: Payment and Reporting of this State of New York Contract for Grants ("Contract"), program regulations set forth in 9 NYCRR 440.5 (Project sponsor's match) permit retroactive reimbursement of certain expenses, when those expenses are included in the project Budget.

D. Project Sign. At the commencement of the work described in the Work Plan, the Contractor shall erect asign at the project site noting the State's assistance to the project. The project sign specifications and term length for this requirement are set forth in Attachment E (Special Conditions and Requirements).

E. Public Benefit Requirements.

1. In order to ensure a public benefit accrues from an acquisition, development or construction project that is being funded the Contractor shall:

a. Afford the public reasonable access to or use of the project as specified by the State;

b. Include a provision that no rule or regulation of a municipality shall restrict the use of, or access to, a project by non-residents of the municipality;

c. Not impose a fee for use of or access to the project without the prior written approval of the State;

d. Own or hold by lease or maintain and operate the project as specified by the State;

e. Not allow operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, license or other arrangement without first obtaining the written approval of the State;

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

f. Not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, or permit a change in use of the project, without the prior written approval of the State; and

g. Submit all plans in writing for restoration, rehabilitation, improvement, demolition or other physical change to the completed project for State approval before work commences.

2. Other public benefit requirements specific to this project, including the term length of any property restriction (e.g., preservation covenant or public access covenant) and the legal mechanism for enforcing the restriction as specified by the State are set forth in Attachment E (Special Conditions and Requirements).

3. Parkland acquired or improved by a municipality shall not be sold, leased, exchanged or otherwise disposed of (collectively, "disposed of") or converted to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other land of equal environmental value and fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other additional requirements as shall be required by the State.

4. Land acquired for recreation or conservation purposes by a not-for-profit organization shall be subject to a conservation easement (see, Title 3 of Article 49 of the Environmental Conservation Law) to be held by the State. Parkland shall not be disposed of by the not-for-profit organization except to the State, a local government unit or another qualifying tax-exempt not-for-profit organization that shall be required to use it for recreation or conservation purposes. Disposal to any other entity of parkland acquired for recreation or conservation purposes by a not-for-profit corporation shall require the express authority of an act of the Legislature.

F. Planning Requirements.

1. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.

2. Any documents developed under this Contract shall include recognition of funding through the Environmental Protection Fund from the Office of Parks, Recreation and Historic Preservation.

G. In the case that this grant involves **State-owned land**, the grant recipient shall have in place a current, approved agreement with the agency of jurisdiction that specifies compliance for the elements funded with this grant as set forth in all Attachments included as part of this Contract.

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 11/02/2023 - 11/01/2028
Contract Amount: $250,000.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	11/02/2023 - 11/01/2028	$250,000.00			Y	Y

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

ATTACHMENT B-3 - CAPITAL BASED BUDGET SUMMARY

PROJECT NAME: Splash Pad
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 11/02/2023
To: 11/01/2028

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. SCOPING & PRE-DEVELOPMENT	$0.00	$0.00	0%	$0.00	$0.00
2. DESIGN	$0.00	$0.00	0%	$0.00	$0.00
3. ACQUISITION	$0.00	$0.00	0%	$0.00	$0.00
4. CONSTRUCTION	$250,000.00	$0.00	0%	$0.00	$250,000.00
5. ADMINISTRATION	$0.00	$0.00	0%	$0.00	$0.00
6. WORKING CAPITAL/RESERVES	$0.00	$0.00	0%	$0.00	$0.00
7. OTHER	$0.00	$0.00	0%	$0.00	$0.00
Total	$250,000.00	$0.00	0%	$0.00	$250,000.0

ATTACHMENT B-3 - CAPITAL BASED BUDGET
DETAIL WORKSHEET – CONSTRUCTION

CONSTRUCTION: TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUND
1. Materials, labor and equipment for site preparation and installation of play equipment for Splash Pad at Amherst Central Park	$250,000.00	$0.00	0%	$0.00	$250,000.(
Total	$250,000.00	$0.00	0%	$0.00	$250,000.

CONSTRUCTION NARRATIVE

Attachment: AGREEMENT_000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Splash Pad
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 11/02/2023
To: 11/01/2028

Funding will support the services and expenses of the Town of Amherst for a splash pad.

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Complete project as described in Attachment C - Work Plan - Complete project as described in Attachment C - Work Plan
Task
1.1 Complete project as described in Attachment C - Work Plan - Complete project as described in Attachment C - Work Plan
Performance Measures
1.1.1 Progress Reports - Progress Reports

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, 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 and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.

4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.

5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.

6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.

7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out- of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.

10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

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Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.

2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.

3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 11/02/2023 - 11/01/2028			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
1	Interim Reimbursement	11/02/2023 - 11/01/2028	01/30/2029

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be 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.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. 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.

    - 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.

6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency

Attachment: AGREEMENT_0000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

approved Schedule A: Claiming Requirements.

7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.

8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. 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 generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the 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 Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, 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 the 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.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, 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).

4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

Schedule B: Progress Reporting Requirements

Period 1: 11/02/2023 – 11/01/2028			
Progress Report	**Report Type**	**Report Period**	**Due Date**
1	Final Report	11/02/2023 - 11/01/2028	01/30/2029
2	Progress Report	11/02/2023 - 02/01/2024	03/02/2024
3	Progress Report	02/02/2024 - 05/01/2024	05/31/2024
4	Progress Report	05/02/2024 - 08/01/2024	08/31/2024
5	Progress Report	08/02/2024 - 11/01/2024	12/01/2024
6	Progress Report	11/02/2024 - 02/01/2025	03/03/2025
7	Progress Report	02/02/2025 - 05/01/2025	05/31/2025
8	Progress Report	05/02/2025 - 08/01/2025	08/31/2025
9	Progress Report	08/02/2025 - 11/01/2025	12/01/2025
10	Progress Report	11/02/2025 - 02/01/2026	03/03/2026
11	Progress Report	02/02/2026 - 05/01/2026	05/31/2026
12	Progress Report	05/02/2026 - 08/01/2026	08/31/2026
13	Progress Report	08/02/2026 - 11/01/2026	12/01/2026
14	Progress Report	11/02/2026 - 02/01/2027	03/03/2027
15	Progress Report	02/02/2027 - 05/01/2027	05/31/2027
16	Progress Report	05/02/2027 - 08/01/2027	08/31/2027
17	Progress Report	08/02/2027 - 11/01/2027	12/01/2027
18	Progress Report	11/02/2027 - 02/01/2028	03/02/2028
19	Progress Report	02/02/2028 - 05/01/2028	05/31/2028
20	Progress Report	05/02/2028 - 08/01/2028	08/31/2028
21	Progress Report	08/02/2028 - 11/01/2028	12/01/2028

E. Special Payment and Reporting Provisions:

Period 1: Grant funds will be reimbursed up to 100% of total eligible project costs, or $250,000.00, whichever is less.

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

ATTACHMENT E

SPECIAL CONDITIONS AND REQUIREMENTS

I. Project Specific Requirements

A. With the **execution of this State of New York Contract for Grants (Contract)**, the CONTRACTOR shall erect a **28"x20"** project sign at the project site noting the State's assistance to the project. The project sign specifications are available from the STATE. The project sign shall remain in place in perpetuity. Photographic documentation that the project sign has been erected at the project site will be required prior to submission of the first **Interim/Performance Expenditure Report.**

II. Schedule

A. The following Schedule is a recommended timeframe for monitoring major thresholds which will result in completion of the grant by the scheduled ending date as specified on the Face Page. This does NOT describe all the required steps involved in meeting these thresholds, nor is it intended to be a precise calendar. Nevertheless, not only is the schedule to be used as a monitoring tool by the CONTRACTOR and by the STATE non-adherence to these timeframes without acceptable justification will be used as criteria in determining grant cancellation. The project documentation listed below should be submitted for approval/acceptance by the STATE as follows:

MILESTONE	TIMEFRAME
Progress Reports	Quarterly from contract approval to project completion
Review of plans and specifications by the State Historic Preservation Office (SHPO) and/or the Regional Grants Administrator (RGA)	Prior to starting the Bidding Process
Construction Bidding Process Commences	Upon notice of Approval by the STATE
Bid Award	Upon notice of Approval by the STATE
Start of Construction	Upon notice of Approval by the STATE
Reimbursements	ONGOING – As expenditures accrue for costs incurred for the project as outlined in the related Attachments, and satisfaction of all program requirements
Project Completion	Current Contract End Date

Attachment: AGREEMENT_000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

Final Report –Closeout Documentation	90 days after the Current Contract End Date
Final Reimbursement (10% withholding)	Upon approval of Final Report-Closeout documentation and Final Interim/Performance Expenditure Report

Attachment: AGREEMENT_00000000000000000000150591 (RES-2024-660 : Authorize Supervisor to Sign Grant Agreement with NYS OPRHP)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29285 **RESOLUTION 2024-661** **ADOPTED**

Change Order No. 2 Final Quantity Adjustments– Master's Edge Inc. ADA Ramp and Sidewalk Installation and Repair Town of Amherst Job #2016.059 CRS #4764

We are requesting the Town Board to approve the above referenced Change Order No. 2, which calls for a $19,292 decrease in the contract amount. This change order reflects final quantity adjustments. Upon approval, the final value of the referenced contract will be $177,180.

May we please have approval for Change Order No. 2 for a decrease in contract price? The project account number associated with this request is KP2319-4972. This request has successfully completed the contract review process. Thank you for considering this request.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

KP2319-4972. This change order reflects final quantity adjustments. Upon approval, the final value of the referenced contract will be $177,180.

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

			AMOUNT
CHANGE ORDER NO:	2	INCREASE/(DECREASE), THIS CHANGE ORDER:	$ (19,292)
		INCREASE/(DECREASE), PREVIOUS CHANGE ORDERS:	$ 0.00
		INCREASE/(DECREASE), ALL CHANGE ORDERS:	$ 0.00
TOWN JOB NO:	2016.059	CONTRACT AWARD AMOUNT:	$ 196,472.00
		AMENDED CONTRACT TOTAL:	$ 177,180

Job Designation: ADA Ramp and Sidewalk Installation and Repair

Contractor: Master's Edge Inc. 3409 Broadway St. Cheektowaga, NY 14227

DESCRIPTION OF WORK:

1. Quantity adjustments.

REASONS FOR THE WORK:

1. Scope of work change.

COST OF THE WORK:	Unit	Unit Cost	Amount	Cost
Mainline Sidewalk (ALT C)	1	LS	$ (19,292)	$ (19,292)

TOTAL, CHANGE ORDER NO. 2: $ (19,292)

ACCEPTED BY CONTRACTOR, Master's Edge Inc. 3409 Broadway St. Cheektowaga, NY 14227

_____ DATE: _____

Signature

Giuseppe Surdi

President

APPROVED BY TOWN OF AMHERST:

_____ DATE: _____

Signature

Brian J. Kulpa - Town Supervisor

Attachment: change order 2 to masters edge ada ramps (RES-2024-661 : Change Order No. 2 Final)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29262 **RESOLUTION 2024-662** **ADOPTED**

Authorize Supervisor to Sign Contract with OMNIA Piggyback - Carquest/Advanced Auto Parts-CRS#4982

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on contract CRS#4982 with the OMNIA PARTNERS contract with Carquest/Advanced Auto Parts for fleet services, parts and equipment for the automotive and truck replacement parts, auto-body and paint products, tools and equipment, specialty parts, accessories and service items.

The OMNIA PARTNERS and Carquest/Advanced Auto Parts Contract Number is R-LD-23013-01 with the Prince William County Public Schools, VA for the period of 10/05/2023 to 10/31/2028.

NOW THEREFORE BE IT RESOLVED that the Town Board authorizes the Supervisor to sign this contract. This contract approval is pending successful completion of the Contract Routing System (CRS #4982) and the Town Attorney approval.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

AGREEMENT

Let this document stand as an Agreement between CARQUEST/ADVANCE AUTO PARTS
And the Town of Amherst permitting the Town of Amherst to participate in the purchase of:

OMNIA PARTNERS (US COMMUNITIES) AND ADVANCE AUTO PARTS/CARQUEST
Contract# R - LD - 23013-01
Maturity Date 10/5/2023 TO 10/31/2028
Option to renew for two (2) additional two year periods through October 31, 2032.

For Automotive Parts and Accessories for Light, Medium and Heavy Duty Vehicles and Related Products and Services.

Agreed to and Accepted by:

CARQUEST/AUTO PARTS/ADVANCE AUTO PARTS

By: _____
Todd Sanders, SVP Professional

Date: 7/23/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Provided the Business Unit is satisfied with the terms and conditions, this agreement has been approved as to form by the AAP Legal Department.
By:

Attachment: CARQUEST (RES-2024-662 : Authorize Supervisor to Sign Contract with OMNIA Piggyback-Carquest/Advanced Auto Parts-

Attachment: CARQUEST (RES-2024-662 : Authorize Supervisor to Sign Contract with OMNIA Piggyback-Carquest/Advanced Auto Parts-

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. Contractor's obligation under this section should only be applicable to the extent that Contractor receives indemnification from the manufacturer of the goods to be provided hereunder.

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) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to the Town's actual expenses, ,

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 interes

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 oflaw 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 to the extent applicable to the sale of goods under this Agreement, 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) Prevention of dust hazard required by Labor Law Section 222-a.
(d) Preference in employment of persons required by Labor Law Section 222.
(e) Eight-hour workday as required by Labor Law Section 220(2).
(f) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.
(g) Chapter 32 of the Town of Amherst: Minority Women and Business

(h) Utilization Commitment.

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

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

9. This Agreement shall be governed by; and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for anystate 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 ofthis Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Attachment: CARQUEST (RES-2024-662 : Authorize Supervisor to Sign Contract with OMNIA Piggyback-Carquest/Advanced Auto Parts-

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:

Advance Auto Parts
Print Name of Company

By: _____
Signature, SVP Professional

Todd Sanders
Printed name

Date: 7/23/24

7/23/24

Provided the Business Unit is satisfied with the terms and conditions, this agreement has been approved as to form by the AAP Legal Department.
By:

Date: 7/23/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: CARQUEST (RES-2024-662 : Authorize Supervisor to Sign Contract with OMNIA Piggyback-Carquest/Advanced Auto Parts-

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under th Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities lis of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Thi list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will no 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 seekin to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certif at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibite entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informatio that a person is in violation of the above-referenced certification, the Town will offer the person a 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, ther the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seekin 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: Advance Auto parts

Signature: [signature]

Print Name: Todd Sonders

Title: SVP Professional Sales

Date: 6/26/24

Aidan J Toland
NOTARY PUBLIC
Wake County, NC
My Commission Expires August 25, 2024

Sworn To Before Me This
26 Day of June, 2024

Aidan J. Toland
Notary Public

Revised 4.2017

Attachment: CARQUEST (RES-2024-662 : Authorize Supervisor to Sign Contract with OMNIA Piggyback-Carquest/Advanced Auto Parts-

Term:

Initial five-year agreement from October 5, 2023 through October 31, 2028 with the option to renew for two (2) additional two-year periods through October 31, 2032.

Pricing/Discount: Discount off list price between 35% - 65%

Website: Advance Auto Parts | OMNIA Partners | xContract Documents

Attachment: CARQUEST (RES-2024-662 : Authorize Supervisor to Sign Contract with OMNIA Piggyback-Carquest/Advanced Auto Parts-

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. S
CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POL S
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHOI D
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 end I.
If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A stateme n
this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC. Gateway Plaza 800 East Canal St. Suite 900 Richmond, VA 23219 Attn: AdvanceStores.CertRequest@marsh.com CN103091922-GPI-GAWU5-24-25 4646	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Advance Stores Company, Incorporated 4200 Six Forks Road Raleigh, NC 27609	**INSURER(S) AFFORDING COVERAGE** N **INSURER A :** ACE American Insurance Company 22667 **INSURER B :** ACE Property And Casualty Ins Co 20699 **INSURER C :** SEE ACORD 101 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** CLE-005825488-33 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			XSL G47309049	06/01/2024	06/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG SIR	$ 00 $ 00 $ $ 00 $ 1(00 $ 3 00 $ 1 00
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			ISA H10702574 XSA H10705939 (xs 5M)	06/01/2024 06/01/2024	06/01/2025 06/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1(00 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			XEUG28122779 009	06/01/2024	06/01/2025	EACH OCCURRENCE AGGREGATE	$ 5 00 $ 5 00
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		See Acord 101	06/01/2024	06/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1 00 $ 1 00 $ 1 00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Services rendered from Advance/Carquest Auto Parts store 4646/9330.

Town of Amherst is recognized as additional insured under the General Liability policy in regards to liability arising out of the operations of the named insured subject to policy terms and conditions with resp
General Liability.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEI
THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVEREI
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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Attachment: CARQUEST (RES-2024-662 : Authorize Supervisor to Sign Contract with OMNIA Piggyback-Carquest/Advanced Auto Parts-

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Advance Stores Company, Incorporated 4200 Six Forks Road Raleigh, NC 27609
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers' Compensation Policies:

Policy Number: WLRC70321282 (AOS)
Carrier: Indemnity Insurance Company of North America (NAIC 43575)
Effective Date: 06/01/2024
Expiration Date: 06/01/2025

Policy Number: SCFC70321129 (WI)
Carrier: ACE Fire Underwriters Ins. Co. (NAIC 20702)
Effective Date: 06/01/2024
Expiration Date: 06/01/2025

Policy Number: WLRC70321245 (AZ, MA)
Carrier: ACE American Insurance Company (NAIC 22667)
Effective Date: 06/01/2024
Expiration Date: 06/01/2025

Policy Number: WCUC70321166 (CA, FL, GA, NC, PA, VA) XS Workers' Compensation)
Carrier: ACE American Insurance Company (NAIC 22667)
Effective Date: 06/01/2024
Expiration Date: 06/01/2025
SIR: $750,000

Policy Number: WCUC70321208 (OH XS Workers' Compensation)
Carrier: ACE American Insurance Company (NAIC 22667)
Effective Date: 06/01/2024
Expiration Date: 06/01/2025
SIR: $500,000

Attachment: CARQUEST (RES-2024-662 : Authorize Supervisor to Sign Contract with OMNIA Piggyback-Carquest/Advanced Auto Parts-

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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
ADVANCE AUTO PARTS, INC. 4200 Six Forks Road Raleigh, NC 27609 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	877-238-8623 1c. NYS Unemployment Insurance Employer Registration Number of Insured 84018235 1d. Federal Employer Identification Number of Insured or Social Security Number 540118110
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST, HWY DEPT 1042 NORTH FOREST WILLIAMSVILLE, NY 14221	3a. Name of Insurance Carrier INDEMNITY INS. CO. OF NORTH AMERICA 3b. Policy Number of Entity Listed in Box "1a" WLR C70321282 3c. Policy effective period 06/01/2024 to 06/01/2025 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 3 on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancel due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: JoAnn Reynolds
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 06/27/2024
(Signature) (Date)

Title: Asst. Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 302.476.6807

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: CARQUEST (RES-2024-662 : Authorize Supervisor to Sign Contract with OMNIA Piggyback-Carquest/Advanced Auto Parts-

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
Advance Stores Company, Inc. dba Advance Auto Parts 5008 Airport Road Roanoke, VA 24102 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	**540-362-4911** 1c. Federal Employer Identification Number of Insured or Social Security Number **54-0118110**
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Hwy Dept 1042 North Forest Williamsville, NY 14221	3a. Name of Insurance Carrier **Metropolitan Life Insurance Company** 3b. Policy Number of Entity Listed in Box 1a **245809** 3c. Policy Effective Period: **January 1, 2024 to December 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 I disability and/or Paid Family Leave benefits insurance coverage as described above.

Date Signed: January 30, 2024 By: Suzy Davis

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that named insurance carrier

Telephone Number: spu_group_contracts@metlife.com Name and Title: Suzy Davis, State Plan Consultant

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 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 ar 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: CARQUEST (RES-2024-662 : Authorize Supervisor to Sign Contract with OMNIA Piggyback-Carquest/Advanced Auto Parts-

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29263 **RESOLUTION 2024-663** **ADOPTED**

Authorize Payment to Siteone Landscape Supply

WHEREAS, due to a miscommunication between the Highway Department (Forestry) and Siteone Landscape Supply Company, Highway ordered a item not on the contract, and

WHEREAS, the Arborjet Quick Jet Air kit for the Forestry Section was ordered and received, and

WHEREAS, Funding is available under B8560-4350, and

NOW, THEREFORE BE IT RESOLVED, that the Amherst Town Board authorizes the payment of $2,659.05 via Purchase Order Number 24-19737 to Siteone Landscape Supply Company.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

B8560 : 4350

$2,659.05

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

REQUISITION

24-1973

13.M.2.a

TOWN OF AMHERST HIGHWAY DEPT.

TO SITEONE LANDSCAPE

DATE 7-24-24

ADDRESS

☐ TOWN CHARGE

V# 16797

☐ HIGHWAY CHARGE

QUANT.	DESCRIPTION	UNIT PR.	TOTAL	CHARGED
-1-	ARBORJET Quick-Jet Air Kit.			
	ITEM # 070-2350			
	EACH	@	2,659.05	
			4	
				B8560
				435

APPROVED BY S Bryson 7-24-24

REQUISITIONED BY DOMENIC CRAMER

Attachment: SITEONE (RES-2024-663 : Authorize Payment to Siteone Landscape Supply)

Sales Invoice

SiteOne LANDSCAPE SUPPLY
Stronger Together

Buffalo NY #497
2479 Walden Ave Ste 100
Buffalo, NY 14225-4717
W: (716)684-0151

Sold To:
TOWN OF AMHERST HIGHWAY DEPARTMENT (#388689)
1042 N Forest Rd
CONTRACT COMPLIANCE DEPT Buffalo, NY 14221-4402
W: (716)631-7119 F: (716)631-3447

Ship To:
TOWN OF AMHERST HIGHWAY DEPARTMENT (#388689)
1042 N Forest Rd
CONTRACT COMPLIANCE DEPT Buffalo, NY 14221-4402
F: (716)631-3447 F: (716)631-3447

Ordered	Order#	PO#	Invoiced	Invoice#
07/17/2024	144024650-001	24-19737	07/25/2024	144024650-001

Printed	Requested for	Ship Via	Customer Contact	Sales Associate
07/25/2024		Customer Pick up	Jim Bentley	Racheal Pitato

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

Hazardous Material Information

Item #	HM	No. of Units	ID Number	Proper Shipping Name	Marine Pollutant	Haz Class	Packing Group	Weight(Lbs)
070-2350	X	1 Case	UN1993	Flammable Liquid, n.o.s.(Isopropyl alcohol)		3	III	17

Item #	ERG Number
070-2350	128

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DRIVER SIGNATURE: _____

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext Price
1	070-2350	Arborjet Quick-Jet Air Kit	1	1	0	0	2659.050 / EA	2659.05

Please remit payment to:
SiteOne Landscape Supply, LLC
24110 Network Place
Chicago, IL 60673-1241

Terms: NET 30 DAYS

Pay by 08/24/2024

Subtotal:	$2659.05
Sales Tax:	$0.00
Freight:	$0.00
Total:	$2659.05
Total Payment:	$0.00
Amount Due:	$2659.05

CUSTOMER SIGNATURE: _____

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.

CUSTOMER OBSESSED

STEVE BRAUN | Area Business Manager
585-236-7097 | SBraun@SiteOne.com

We are 100% committed to your success. Please do not hesitate to contact me directly at the number above or scan the QR code to take a brief survey about your experience today.

Scan for a Brief Survey

Check out the SiteOne.com
Shop our Catalog, Get Pricing, and Place an Order 24/7/365.
Visit today at siteone.com.
Get 5% off your first order up to $500 off when you use promo code WELCOME at checkout.

Attachment: SITEONE (RES-2024-663 : Authorize Payment to Siteone Landscape Supply)

Order Summary

SiteOne LANDSCAPE SUPPLY
Stronger Together

Buffalo NY #497
2479 Walden Ave Ste 100
Buffalo, NY 14225-4717
W: (716)684-0151

Sold To:
TOWN OF AMHERST HIGHWAY DEPARTMENT (#388689)
1042 N Forest Rd
CONTRACT COMPLIANCE DEPT Buffalo, NY 14221-4402
W: (716)631-7119 F: (716)631-3447

Ship To:
TOWN OF AMHERST HIGHWAY DEPARTMENT (#388689)
1042 N Forest Rd
CONTRACT COMPLIANCE DEPT Buffalo, NY 14221-4402
F: (716)631-3447 F: (716)631-3447

Ordered	Master Order#	PO#
07/17/2024	M144024650	

Printed	Customer Contact	Sales Associate
07/18/2024	Jim Bentley	Racheal Pilato

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

Hazardous Material Information

Item #	HM's	No. of Units	ID Number	Proper Shipping Name	Marine Pollutant	Haz Class	Packing Group	Weight (Lbs)
070-2350	X	1 Case	UN1993	Flammable Liquid, n.o.s.(Isopropyl alcohol)		3	III	0

Item #	ERG Number
070-2350	128

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

DRIVER SIGNATURE: _____

Order#: 144024650-001 Ship Via:Customer Pick up

UM	Item #	Description	Qty Ordered	Qty Shipped	Qty Cancelled	Qty Open	Net Price	Ext. Price
1	070-2350	Arborjet Quick-Jet Air Kit	1	0	0	1	2659.050 / EA	2659.05

Subtotal:	$2659.05
Sales Tax	$0.00
Freight:	$0.00
Estimated Total:	$2659.05

This order summary is for reviewing purposes only. This is not a receipt.

CUSTOMER SIGNATURE: X _____

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.

Attachment: SITEONE (RES-2024-663 : Authorize Payment to Siteone Landscape Supply)

Bid #2022022 Tree Treatment Products

		Low Bidder				
			Vendor Name:	Site One		
Item #	QTY	U/M		Unit Price	Packaging Info.	Total Price
1	106	040-4130	ArborJet TREE-age R10 Insecticide, 1 pint (RUP)	$495.00	1 pint	$52,470.00 *
2	126	040-4120	ArborJet TREE-age G-4 Injectable Insecticide, 1 quart	$419.00	1 quart	$52,794.00
3	10	030-2030	Arborjet CLEAN-jet All-Purpose Cleaner, 1 liter	$13.30	1 liter	$133.00
4	220	070-0156	ArborJet #4 Arborplugs, 3/8 inch, 100/Package	$41.95	100/pkg.	$9,229.00 *
5	20	070-0150	ArborJet #3 Arborplugs, 9/32 inch, 100/Package (QGCY)	$41.95	100/pkg.	$839.00
6	3	010-4022	ArborJet Hydraulic O-Ring Kit	$19.00	kit	$57.00
7	3	070-0120	ArborJet Arborplug Setter, 2-Pack	$33.25	2-pack	$99.75
8	10	070-0515	ArborJet Deluxe Viper Needle, 2-Pack	$89.10	2-pack	$891.00
9	10	070-0665	ArborJet Deluxe #4 Drill Bit, 3/8 inch, 2-Pack	$20.90	2-pack	$209.00
10	3	975-00165	ArborJet Arborist Tree Diameter Tape, 3/8" x 12'	$23.40	12 ft.	$70.20
11	15	PEST56YBK125	New York Posting Sign w/o Stick, 500/box	$50.95	500/box	$764.25
12	15	SLIMJIMSTAKE	20 in. Stake, Slim Jim, 500/Box	$39.00	500/box	$585.00

Attachment: SITEONE (RES-2024-663 : Authorize Payment to Siteone Landscape Supply)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29265 **RESOLUTION 2024-664** **ADOPTED**

Award Quote for Argo XTV CRS #4971

WHEREAS, the Highway Department received Quotes on ARGO XTV; and

WHEREAS, the quote process resulted in responses from three (3) vendors, as per the attached quote form.

THEREFORE BE IT RESOLVED, the Town Board authorizes the Highway Department to award this quote to THE SLED WORKS, 10964 State Route 28, Forestport, NY 13338; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with The Sled Works pending successful completion of the Contract Routing System (CRS #4971) and the Town Attorney.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

H4068 : 2550

$15,850.00

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

[ ] = LOW QUOTE

QUOTATIONS FOR 2023-4 Argo XTV Frontier 700 6X6
HIGHWAY DEPARTMENT - TOWN OF AMHERST

Item #	Description	Vendor Name: THE SLED WORKS QUOTE	ARGO QUOTE	SHANK'S LAWN EQUIP QUOTE
1	**2023-4 Argo XTV Frontier 700 6X6**	**$14,250.00**	**$16,699.00**	**$16,699.00**
2	**Winch**	**$800.00**	**$0.00**	**$0.00**
3	**Options**	**$1,200.00**	**$0.00**	**$0.00**
4	**Shipping & Set-Up**	**$0.00**	**$0.00**	**$1,000.00**
5	**DISCOUNT**	**-$400.00**	$0.00	$0.00
	TOTAL	**$15,850.00**	**$16,699.00**	**$17,699.00**

Attachment: DOC073024-07302024101516 (RES-2024-664 : Award Quote for Argo Xtv CRS #4971)

The Sled Works

10964 State Route 28
Forestport, New York 13338
315-392-5574

Snowmobile • Motorcycle • ATV • Parts • Accessories
Service • Snowmobile Rentals • Trailer Storage
New Youth ATV's & Dirtbikes
Pre-owned Cars & Trucks

Job Invoice

DATE ORDERED: 6-24-24 | ORDER TAKEN BY:
PHONE NO.: | CUSTOMER ORDER #:
JOB LOCATION:
JOB PHONE: | STARTING DATE:
TERMS:

SOLD TO: Town of Amherst
TODD Therrien

QTY.	MATERIAL	UNIT	AMOUNT
1	2023 ARGO 700 6X6		14250 00
1	Brush Guard		450 00
1	Hood Rack		750 00
1	WINCH 3500 lb		800 00
	TOTAL		16250 00
1	Discount Rebate	—	400 00
	TOTAL MATERIALS		15850 00

DESCRIPTION OF WORK

MISCELLANEOUS CHARGES

Shipping	0 00
Assembly	0 00

TOTAL MISCELLANEOUS

LABOR	HRS.	RATE	AMOUNT

TOTAL LABOR

WORK ORDERED
DATE ORDERED
DATE COMPLETED
STORED BY
PICKED UP BY

TOTAL LABOR	
TOTAL MATERIALS	15850 00
TOTAL MISCELLANEOUS	
SUB TOTAL	15850 00
DOWN PAYMENT	
Exempt	
GRAND TOTAL	15850 00

Todd Therrien

Attachment: DOC073024-07302024101516 (RES-2024-664 : Award Quote for Argo Xtv CRS #4971)

Quote # 000041

ARGO Quote & Price List: Jun 21, 2024

Model: FRONTIER 700 SCOUT 6X6

$ 16,699.00

Standard Options

ENGINE MODEL --- VX 700
FUEL SYSTEM --- EFI
COOLING --- AIR-COOLED
TRANSMISSION --- CLASSIC (WITH APS)
ALTERNATOR OUTPUT (MAX) --- 20 AMPS
WHEELS --- 24X10-8 ON STEEL OFFSET
COLORS — TRUE TIMBER PRAIRIE - CAMO

AXLE BEARING EXTENSIONS --- FRONT & REAR ONLY
BRUSHGUARD --- STANDARD
WINCH --- STANDARD
HOOD RACK --- STANDARD
EASY ACCESS GREASE SYSTEM (EAGS) --- STANDARD

Part #	Accessory Options	Option	MSRP
Factory Installed Options			
N/A	CE (Horn / BU Alarm)	No	$ -
N/A	Labels / Manuals - Frontier	English	$ -
Accessories, Dealer Installed			MSRP

Total Labour	0	$ -
		MSRP
AS SHOWN		$ 16,699.00

Attachment: DOC073024-07302024101516 (RES-2024-664 : Award Quote for Argo Xtv CRS #4971)

* Prices and specifications subject to change without notice.

SHANK'S LAWN EQUIPMENT
Phone 717-375-4455
Toll Free 888-375-4455
Fax 717-375-4558
info@ShanksLawn.com
www.ShanksLawn.com

WORK ORDER/QUOTE 415735

4900 Molly Pitcher Hwy.
Chambersburg, PA 17202-8198
US RT. 11 at Marion
I-81 Exit 10

Bill To	Ship To
Town of Amherst 5583 Main St Williamsville, NY 14221	

Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number
299920	Tim Lucey		(716) 631-7000	(716) 208-6284	Cash Sale	

Counter Person	Sales Person	Date Printed	Reference	Email Address	Department
22	22	07/03/24	415735	toainfo@amherst.ny.us tlucey@amherst.ny.us	RETAIL Sale

Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
24Frontier700Scout6X6	AGQW	Argo Frontier 700 Scout 6X6	1		1	$16,699.00	$16,699.00	$17,699.00

Description	Qty	Net Each	Amount
Factory Freight	1	$1,000.00	$1,000.00

Note
Price quoted is valid until July 31, 2024 per current Argo promotions

Sub Total	$17,699.00
Miscellaneous	$0.00
Labor	$0.00

Tax Type	Tax Rate	Tax Amount
Out of State	0.0000%	$0.00
	Sales Tax Total	$0.00

Grand Total	$17,699.00

No returns or service warranties without a receipt. There are no returns on equipment, special order or electrical parts. A 15% restocking fee is charged on all other parts returns. Parts returns accepted up to 10 days from invoice date.

Notes:

Customer acknowledges receipt thereof:

Attachment: DOC073024-07302024101516 (RES-2024-664 : Award Quote for Argo Xtv CRS #4971)

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. Vendor shall ensure all its subs, if any, have obtained all the above insurances and shall also assure that any policy procured by any subvendor or sub-subvendor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Vendor to assure that any policy procured by any sub or sub-sub to name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but

Attachment: DOC073024-07302024101516 (RES-2024-664 : Award Quote for Argo Xtv CRS #4971)

not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(d) A failure by Vendor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

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

6. No Assignment: In accordance with the provisions of Section 109 of the General Municipal Law, the 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.

Attachment: DOC073024-07302024101516 (RES-2024-664 : Award Quote for Argo Xtv CRS #4971)

Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

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

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

10. This 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 this 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, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC073024-07302024101516 (RES-2024-664 : Award Quote for Argo Xtv CRS #4971)

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: The Sled Works

Signature: Timothy S. Pasche VP

Sworn To Before Me This

18 Day of July, 2025

Barbara Ann Curry

Notary Public

BARBARA ANN CURRY
Notary Public, State of New York
Registration #01CU6291515
Qualified in Oneida County
Commission Expires Oct. 15, 2025

Revised 4.2017

Attachment: DOC073024-07302024101516 (RES-2024-664 : Award Quote for Argo Xtv CRS #4971)

CERTIFICATE OF GARAGE INSURANCE

DA 07/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
W.B. Payne Co. Inc.
27 Schuyler St
PO Box 373
Boonville NY 13309

CONTACT NAME: Barbara Curry
PHONE (A/C, No, Ext): (315)942-4434 **FAX (A/C, No):** (315)942-5757
E-MAIL ADDRESS: bcurry@wbpayneco.com

INSURER(S) AFFORDING COVERAGE	NAI
INSURER A : Erie Insurance	262
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sled Works, DBA: Shirleen M Paschke & Timothy S Paschke Jr
10964 State Rte 28
Forestport NY 13338

COVERAGES **PROD / CUSTOMER ID:** 00010857 **CERTIFICATE #:** 23-24 **REVISION #:**

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	GARAGE LIABILITY ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X NON-OWNED AUTOS USED IN GARAGE BUSINESS	Y		Q11-7080050	11/20/2023	11/20/2024	AUTO ONLY (Ea accident) $ 1,0(OTHER THAN AUTO ONLY EA ACCIDENT $ 1,0(OTHER THAN AUTO ONLY AGGREGATE $ 2,0(
	GARAGE KEEPERS LIABILITY LEGAL LIABILITY DIRECT BASIS PRIMARY EXCESS						COMP / OTC LOC $ SPECIFIED PERILS LOC $ COLLISION LOC $ LOC $
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under REMARKS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is named as Additional Insured with respects to Garage Liability.

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
Barbara Curry

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Attachment: DOC073024-073024101516 (RES-2024-664 : Award Quote for Argo Xtv CRS #4971)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29272 **RESOLUTION 2024-665** **ADOPTED**

Detective Sergeant/Police Department

Please appoint a Detective Sergeant to the Police Department. Temporary, effective August 6, 2024 at an annual salary of $103,560 for Sean Charleston.

This is a promotion for an employee currently serving as Detective.

Replacing an employee who retired.

8/5/2024
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: 08/05/24 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29273 **RESOLUTION 2024-666** **ADOPTED**

Detective/Police Department (2 Positions)

Please appoint two (2) Detectives to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 6, 2024 at an annual salary of $100,741 for Lawrence Wanat and Lucas Kieffer.

These promotions are for employees currently serving as Police Officers.

Replacing employees who were promoted.

8/5/2024
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: 08/05/24 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29276 **RESOLUTION 2024-667** **ADOPTED**

Laborer/Senior Services

Please appoint a Laborer to the Senior Services Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 6, 2024 at an hourly rate of $17.40, Grade 3, Step A for Steven Janis.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

8/5/2024
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: 08/05/24 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29280 **RESOLUTION 2024-668** **ADOPTED**

Wastewater Treatment Plant Operator "A"/Engineering/Wastewater Treatment Plant Department

Please appoint a Wastewater Treatment Plant Operator to the Engineering Department-Wastewater Treatment Plant, Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Rule XIII, effective August 6, 2024, at an hourly rate of $28.25, Grade V, Step 3 for Sean McGuire.

This is a promotion for an employee who is currently serving as Wastewater Treatment Plant Operator-Trainee and has acquired his 3A License.

8/5/2024
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: 08/05/24 03:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29278 **RESOLUTION 2024-669** **ADOPTED**

Targeted Tactical Team Grant FY2021 (CRS #4949) Grant Agreement: NYS Division of Homeland Security and Emergency Services

TOWN BOARD AGENDA ITEM: AUGUST 5, 2024

TO: **Town Board**

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

RE: **Targeted Tactical Team Grant FY2021 (CRS #4949) Grant Agreement: NYS Division of Homeland Security and Emergency Services**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and NYS Division of Homeland Security and Emergency Services with regard to the above-entitled matter. This grant agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: August 5, 2024)**

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

A 3132 .04389: ($75,000.00)

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

NEW YORK STATE | Homeland Security and Emergency Services

KATHY HOCHUL
Governor

JACKIE BRAY
Commissioner

April 1, 2024

The Honorable Brian Kulpa
Supervisor, Town of Amherst
5583 Main Street
Williamsville, NY 14221

Dear Mr. Kulpa:

I am pleased to announce that the Town of Amherst has been awarded $75,000 in federal funding under the FY2021 Tactical Team Grant Program. Funding for this initiative is provided by the U.S. Department of Homeland Security's (DHS) State Homeland Security Grant Program (SHSP) and is administered by the New York State Division of Homeland Security and Emergency Services (DHSES). The performance period for this award is April 1, 2024, through August 31, 2025.

As outlined in your application, this funding is provided to improve and develop tactical team capabilities through equipment, training, exercise, and planning projects that support counter terrorism missions in your jurisdiction as well as your team's sustainment of the New York State Division of Criminal Justice Services (DCJS) SWAT Team Standards.

Additionally, all capabilities developed through federal FY2021 SHSP funding are required to be deployable regionally and nationally per the federal guidelines. All funding through this grant program is subject to both New York State and federal guidelines and regulations. Finally, all training that is funded through this grant program must be submitted to DHSES within six (6) months of the date of this letter for review and approval.

In order to ensure these funds are made available as quickly as possible, a representative from the Grants Program Administration Unit of DHSES will be reaching out to your grant point of contact. If you have any questions about this program, please contact Eric Abramson, Director of Grants Program Administration at (518) 402-2123.

Congratulations on your award and I look forward to working with you to administer this program.

Sincerely,

Jacqueline Bray

Jackie Bray
Commissioner

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main St Williamsville, NY 14221	TYPE OF PROGRAMS: CFDA NUMBER: DHSES NUMBERS:
FEDERAL TAX IDENTIFICATION NO: 16-6002157 MUNICIPALITY NO: (if applicable) SFS VENDER NO: 1000003949 DUN & BRADSTREET NO: 030212336	INITIAL CONTRACT PERIOD: FROM TO FUNDING AMOUNT FOR INITIAL PERIOD: $0.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: N/A (Enter number of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts _X_ APPENDIX A1 Agency-specific Clauses _X_ APPENDIX B Budget _X_ APPENDIX C Payment and Reporting Schedule _X_ APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: , Date:

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract".

GRANTEE:

BY: Mr. Brian J. Kulpa , Supervisor Date:

ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Award Contract

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Award Contract

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

APPENDIX A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, 'the contract' or 'this contract') agree to be bound by the following clauses which are hereby made a part of the contract (the word 'Contractor' herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, 'the Records'). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the 'Statute') provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of 'a', 'b', and 'c' above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the 'Work') except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ('CPLR'), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall 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).

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a 'procurement contract' as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

December, 2012

Certified by - on

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Award Contract

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

NEW YORK STATE
DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ("Contractor" or "Subrecipient") identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the 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 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 TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the 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 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 Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the AG and OSC.

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General 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 five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1[1]

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as “Funding Amount for the Initial Period” on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posed by Contractors in managing federal awards. Consistent with 2 CFR §200.332, the results of the evaluation may result in the imposition special conditions to this Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

J. Severability: Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

K. Interpretation: The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered to be gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.

L. 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.

3. Notices to the Contractor shall be addressed to the Contractor’s designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

delivery services 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.

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 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.

M. 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.

N. 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 Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

O. 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 Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages and cost of every nature arising out of the provision of services pursuant to the Contract.

P. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the 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 DHSES 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 this Contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

Q. Legal Action: No litigation or regulatory action shall be brought against the federal government, the State of New York, DHSES or against any county or other local government entity with the funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining or threatening to join as a party to ongoing litigation, or requesting any relief from any of the federal government, the State of New York, DHSES 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.

R. No Arbitration: Disputes involving the 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.

S. Secular Purpose: Services performed pursuant to the 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.

T. Partisan Political Activity and Lobbying: Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.

U. 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.[2]

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

V. 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.

W. 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.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

1. General Renewal: The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.

2. Renewal Notice to Not-for-Profit Contractors:
a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

a. Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

c. Non-Responsibility: In accordance with the provisions of this Contract, 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 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 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 Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES 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 Contract immediately upon the occurrence of a "force majeure." For purposes of the 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

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 Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

4. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(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.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

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 as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES 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 Contract shall not be reimbursed.

3. The 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 Appendix C (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 DHSES, 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. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. If travel expenses are an approved expenditure under this 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.

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 Appendix C (Payment and Reporting Schedule).

2. 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.

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 (Appendix C) 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 Appendix C (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.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

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 Contract in accordance with this Section and the applicable claiming schedule in Appendix C (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 Appendix 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 Appendix C (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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES 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 Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:[3] 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 Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:[4] Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:[5] Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement: [6] DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments: [7] Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES 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 Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

5. The State shall not be liable for payments on the Contract if it is made pursuant to a Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

6. All vouchers submitted by the Contractor pursuant to the Contract shall be submitted to DHSES 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 DHSES, and, if actual expenditures by the Contractor are less than such sum, the amount payable by DHSES 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 thirty (30) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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) unique entity identifier . 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 DHSES contracting to purchase the goods or services or lease the real or personal property covered by the 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 Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. 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 Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the 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 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 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:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (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 Appendix C (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 Appendix D (Work Plan and Special Conditions). 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 Appendix C (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 Appendix C (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 Contract, not later than the time period listed in Appendix C (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 Appendix D (Work Plan and Special Conditions).

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 Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (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 Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (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 DHSES 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 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 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:

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

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. 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 Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.

2. If requested by the State, the Contractor agrees not to enter into any subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, 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 must submit a Vendor Responsibility Questionnaire (Questionnaire).

5. If requested by the State, when a subcontract is executed, the Contractor must provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) 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 Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.

2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. 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.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

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 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 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 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 DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the 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 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 Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.

2. For non-Federally-funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:

a. For cost-reimbursable contracts, all right, title and interest in 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 Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

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 Contract (collectively, Records).

b. The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

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, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. 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 2 CFR Part 200. 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.

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 Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the 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 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,

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

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 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 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 DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the 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 nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the 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 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 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 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 $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,

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

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.

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 – 6 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 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 women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the 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 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 Contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

M. 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 DHSES 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;

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

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 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 Contract. The Contractor further covenants and represents that as of the date of execution of the 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 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 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 Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the 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 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 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 DHSES with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

P. Consultant Disclosure Law:[8] If this is a contract for consulting services, defined for purposes of this requirement to include

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

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 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.

R. Participation By Minority Group Members And Women With Respect To Grant Contracts: Requirements And Procedures (state-funded grants only)

1. General Provisions

a. The Division of Homeland Security and Emergency Services (DHSES) is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

b. The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the DHSES, to fully comply and cooperate with the DHSES in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ("MWBE") participation which are specified in the contract work plan.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in the contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the DHSES for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

b. Contractor shall comply with the following provisions of Article 15-A:

i. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

b) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

c) The Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph "e" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

c. Staffing Plan

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Local Assistance MWBE Equal Employment Opportunity Staffing Plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

d. Workforce Employment Utilization Report

i. Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the DHSES of any changes to the previously submitted Local Assistance MWBE Equal Employment Opportunity Staffing Plan. This information is to be submitted annually or as otherwise required by the DHSES during the term of the contract, for the purpose of reporting the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Local Assistance MWBE Workforce Employment Utilization Report form must be used to report this information.

ii. Separate forms shall be completed by Contractor and any Subcontractor performing work on the Contract.

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

e. Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted a Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form either prior to, or at the time of, the execution of the contract.

b. Contractor agrees to use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in the contract workplan.

c. Contractor further agrees that a failure to submit and/or use such Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Form shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DHSES shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

5. Waivers

If the DHSES, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

a. Where DHSES determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, such finding constitutes a breach of Contract and DHSES may withhold payment from the Contractor as liquidated damages and/or provide for other appropriate remedies.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b)This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Contractor agrees to comply with all MWBE and EEO contract goals reflected on the MWBE Utilization Plan and Staffing Plan respectively, that have been submitted with the application for this contract.

S. Additional Terms

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor’s expense

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/state-agencies/travel.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all solicitations seeking a consultant, written Contracts and documentation justifying the cost and selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to their own procurement policies and procedures and, at a minimum, the following guidelines when making all procurements. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and, for Federally-funded awards, contractor must comply with 2 CFR §200.320(c).

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

e. A Contractor that is a local government must make all procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) hereir must make all procurements as noted below:

i. If the Contractor is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made.

ii. A Contractor may purchase any single piece of equipment, single service or multiples of each that cost up to $999 at its discretion.

iii. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost between $1,000 and $4,999, a Contractor must secure at least three telephone quotes and create a record for audit of such quotes.

iv. Before purchasing any piece of equipment, service or multiples of each that have an aggregate cost of between $5,000 and $9,999, the Contractor must secure at least three written quotes on a vendor's stationery and maintain a record of the competitive procurement process for audit purposes.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

v. A Contractor spending in aggregate of $10,000 and above must use a competitive bidding process. Guidance may be obtained from DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

ii. Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

iii. During the term of the Contract, should DHSES receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

iv. DHSES reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a unique entity identifier , but are not required to be registered in SAM.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the State contracting agency is able to assess the actual or potential conflict. The Contractor shall provide any additional information necessary for the State contracting agency to fully assess and address the actual or potential conflict of interest. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

F. Audit Requirements. This Contract, and any sub-awards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funds provided by the U.S. Department of Homeland Security."

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at https://www.gao.gov/topics/auditing-and-financial-management, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6. The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

N. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

2. Contractor agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

• Activities to be performed;
• Time schedule;
• Project policies;
• Other policies and procedures to be followed;
• Dollar limitation of the Contract;
• Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;
• Applicable federal and/or State cost principles to be used in determining allowable costs; and
• Property Records or Equipment Inventory Reports.

O. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

P. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

Q. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

a. Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix. 6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

R. Remedies. In the event Contractor fails to observe or perform any term or condition of the agreement, the State may exercise all rights and remedies available to law or in equity.

S. Termination for Cause and Convenience.

Termination rights of the parties shall be as prescribed in Section II(C) of the grant agreement.

T. Equal Employment Opportunity. (Applicable to contracts for construction work)

During the performance of this Agreement the Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and skeleton for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in · which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicant to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor legal duty to furnish information.

d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement of other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees ·and applicants for employment.

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The Contractor will furnish all information and repo1ts required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for fu1ther Goverm11ent Agreements or federally assisted construction Agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h) The Contractor will include the portion of the sentence immediately preceding paragraph (l) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the Contractor may request the United State to enter into such litigation to protect the interests of the United States.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

The authorized user further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the authorized user so participating is the State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The authorized user agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The authorized user further agrees that it will refrain from entering into any Agreement or Agreement modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Agreements and federally assisted construction Agreements pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the authorized user agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Agreement, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

U. Davis-Bacon Act. (Applicable to contracts for construction work)

The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of $ 2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, Provided, That such modifications are first approved by the Department of Labor):

1) Minimum wages.

i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)
A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2) Withholding. The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3) Payrolls and basic records.

i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii)
A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4) Apprentices and trainees

i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10) Certification of eligibility.

i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. Copeland "Anti-Kickback" Act (Applicable to contracts for construction work greater than $2,000)

Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require,

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

W. Contract Work Hours and Safety Standards Act (Applicable to contracts greater than $100,000 and mechanics or laborers

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. DHSES shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

X. Clean Air Act and The Federal Water Pollution Control Act. (Applicable to all contracts in excess of $150,000)

Clean Air Act

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et, seq.

b) The Contractor agrees to report each violation to the State of New York and understands and agrees that the State of New York will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33u.s.c. 1251 et seq.

b) The Contractor agrees to repo1t each violation to the State of New York and understands and agrees that the State of New York will, in tum, report each violation as required to assure notification to the Federal Emergency Management Agency and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $1 50,000 financed in whole or in part with Federal assistance provided by FEMA.

Y. Debarment and Suspension. (Applicable to contracts greater than $25,000)

a) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c) This certification is a material representation of fact relied upon by the State of New York. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of New York, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Agreement that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Z. Byrd Anti-Lobbying Amendment. (Applicable to contracts greater than $100,000)

Byrd Anti-Lobbying Amendment, 31 US.C. § 1352 (as amended)

Contractors that apply or bid for an award of $100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Agreement, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

AA. Procurement of Recovered Materials. (Applicable where work involves the use of materials and the contract value is over $10,000)

a) In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired --
i. Competitively within a time frame providing for compliance with the Agreement performance schedule
ii. Meeting agreement performance requirements; or
iii. At a reasonable price.

b) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement- guideline-cpg-program.

c) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

BB. Prohibition on Contracting for Covered Telecommunications Equipment or Services

a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providing—

i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) Reporting requirement.

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

CC. Domestic Preferences for Procurements

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

DD. Access to Records/Retention of Records.

a) The Contractor agrees to provide the State of New York, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

b) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

c) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

d) In compliance with the Disaster Recovery Act of 2018, the State of New York and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

e) The Contractor shall establish and maintain complete records, including accurate books, financial records, supporting documents, accounts and other evidence directly pertinent to performance of work performed under this Contract consistent with generally accepted bookkeeping practices. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the "Records") (i) for three (3) years from the time of closeout of FEMA's grant to the State or for the period provided in the FEMA regulations at 2 C.F.R. 200.333-337 or (ii) for six (6) years after the closeout of the Agreement, or, as long as required by state law, whichever may be longer.

EE. Federal Debt.

The Contractor certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

FF. DHS Seal, Logo, and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

GG. Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the Agreement. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives, including but not limited to the applicable Office of Management and Budget Circulars, which may impact the administration of funds and/or set forth certain cost principles, including the allowability of certain expenses.

HH. No Obligation by Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the nonFederal entity, Contractor, or any other party pertaining to any matter resulting from the Agreement.

II. Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

JJ. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible

KK. Copyright

The Contractor grants to DHSES, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the DHSES or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to DHSES data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by DHSES.

LL. U.S. Executive Order 13224.

Contractor, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

MM. Subcontracting.

The Contractor represents to DHSES that all work shall be performed by personnel experienced in the appropriate and applicable profession and areas of expertise, taking into account the nature of the work to be performed under this contract. The Contractor must include the contract provisions required by 2 CFR §200.327 (and Appendix II to 2 CFR Part 200), in every contract issued by it so that such provisions will be binding upon each of its contractors as well as the requirement to flow down such terms to all lower-tiered subcontractors.

NN. Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

OO. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

PP. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1)all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2)all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3)all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a)When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1)applying the domestic content procurement preference would be inconsistent with the public interest;

(2)the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3)the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.fema.gov/grants/policy-guidance/buy-america

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the “Build America, Buy America” provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

ENDNOTES:

[1] To the extent that section V- Federally Funded Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

[2] As of 2023, 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.

[3] 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 Contract effort.

[4] Fee for Service is a rate established by the Contractor for a service or services rendered.

[5] Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

[6] 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 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.

[7] 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.

[8] Not applicable to not-for-profit entities.

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Award Contract

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Budget Summary by Participant

Amherst, Town of
Town of Amherst Police Department - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Advanced sniper training	1	$4,950.00	$4,950.00	$4,950.00	$0.00
2	Breaching Element Training.	1	$8,125.00	$8,125.00	$8,125.00	$0.00
Total				$13,075.00	$13,075.00	$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Avon FM54 Voice Projector's	01AR-02-APR	1	$11,844.98	$11,844.98	$11,844.98	$0.00
2	Ballistic Helmets	01LE-01-HLMT	1	$17,100.00	$17,100.00	$17,100.00	$0.00
3	Muck Boots	01LE-02-BOOT	1	$5,018.14	$5,018.14	$5,018.14	$0.00
4	Cold Weather Gear	01WF-01-COLD	1	$18,554.63	$18,554.63	$18,554.63	$0.00
Total					$52,517.75	$52,517.75	$0.00

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel Costs associated with Breaching School	1	$6,357.25	$6,357.25	$6,357.25	$0.00
2	Travel costs associated with Sniper Training.	1	$3,050.00	$3,050.00	$3,050.00	$0.00
Total				$9,407.25	$9,407.25	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$75,000.00	$75,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$75,000.00	$75,000.00	$0.00

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Award Contract

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

APPENDIX C
PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES 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. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization for electronic payment must be made through the Statewide Financial System's (SFS) Vendor Portal: https://esupplier.sfs.ny.gov/psp/fscm/SUPPLIER/?cmd=login. For assistance to access the SFS Vendor Portal, please contact the SFS Help Desk at 518-457-7717 or 855-233-8363 or email HelpDesk@sfs.ny.gov. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:
• Signed Voucher and Fiscal Cost Report
• Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested
• Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted via e-mail to DHSESGPAFiscal@dhses.ny.gov.

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Expenditure Report (Fiscal Cost 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, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

B. Reporting Periods

Programmatic and fiscal reports must be submitted as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

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Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Award Contract

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Work Plan

Goal

To develop and enhance the Department's Tactical Team's capabilities and equipment

Objective #1

G & T Workplan Code - 50. Establish/enhance regional response teams: Tactical

Investment Justification - Counter Terrorism and Law Enforcement

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

To establish/enhance the capabilities of tactical response teams in New York.

Task #1 for Objective #1

Purchase allowable tactical team equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced tactical team in the region. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Task #2 for Objective #1

Conduct approved training related to tactical team operations.

#	Performance Measure
1	Training conducted. Provide a brief narrative on the type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced the tactical team capabilities in the region.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Award Contract

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Special Conditions

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Grant Application **Tactical Team Targeted Grant Program**

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Project Title: FY2021 Tactical Team Targeted Grant

Contacts

Lt. Thomas M. Brown
Lieutenant
500 John James Audubon Parkway
Amherst, NY 14228
Phone:(716) 689-1311, Ext: Fax:(716) 689-1310
Email:tbrown@apdny.org

Mr. Daryl Bramer
Comptroller
5583 Main St.
Williamsville, NY 14221
Phone:(716) 631-2172, Ext: Fax:
Email:dbramer@amherst.ny.us

Mr. Brian J. Kulpa
Supervisor
5583 Main St
Williamsville, NY 14221
Phone:716-631-7032, Ext: Fax:
Email:bkulpa@amherst.ny.us

Project Start:
Project End:
Project Period Years 0 Months 0
Submission Date 10/31/2023

EIN:
16-6002157
Municipality No:

Dun & Bradstreet No:
030212336
Charities Registration No:
N/A
_ Not For Profit
_ Sectarian Entity

County:
Erie
Region:
Western

BUDGET SUMMARY

Grant Funds:	$75,000.00	100.00%
Matching Funds	$0.00	0.00%
Total Funds	$75,000.00	

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Grant Application **Tactical Team Targeted Grant Program**

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Summary Description of Project

To enhance our Tactical Teams capabilities through continued training and education as well as through the purchase of new equipment.

Federal Program Purpose Area

Program Purpose Code	Description

Participants

Participant Name	Type	Comments
Amherst, Town of	Grantee	

Contacts for Amherst, Town of

Contact Name	Type	Phone
Lt. Thomas M. Brown	Primary	(716) 689-1311
Mr. Daryl Bramer	Fiscal	(716) 631-2172
Mr. Brian J. Kulpa	Signatory	716-631-7032

Participant Name	Type	Comments
Town of Amherst Police Department	Implementing Agency	

Contacts for Town of Amherst Police Department

Contact Name	Type	Phone

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Grant Application **Tactical Team Targeted Grant Program**

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Work Plan

Goal: To develop and enhance the Department's Tactical Team's capabilities and equipment

Objective #1

G & T Workplan Code - 50. Establish/enhance regional response teams: Tactical
Investment Justification - Counter Terrorism and Law Enforcement
Capability Development - Build
Deployable? - Yes
Shareable? - Yes
Does this project support a previous Homeland Security investment? - Yes
Previously Funded Year - 2018
Does this project support a NIMS typed resource? - Yes
Name and ID of the typed resource - Special Weapons and Tactics Team 6-508-1245
NYS Critical Capability
Primary - Law Enforcement Counter-Terrorism Operations

To establish/enhance the capabilities of tactical response teams in New York.

Task #1 for Objective #1

Purchase allowable tactical team equipment. Train appropriate personnel in the proper use of the equipment and place the equipment into service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced tactical team in the region. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Task #2 for Objective #1

Conduct approved training related to tactical team operations.

#	Performance Measure
1	Training conducted. Provide a brief narrative on the type of training conducted to include at a minimum the number of personnel trained, the disciplines being trained and the jurisdictions included in the training; roster of attendees maintained on file. Describe how the project enhanced the tactical team capabilities in the region.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Grant Application **Tactical Team Targeted Grant Program**

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Specific Questions

Question #1

Have you completed and uploaded the Tactical Team Targeted Grant Program RFA Worksheet as an attachment (Yes/No). The RFA Worksheet is a REQUIRED attachment for the application submission. Question 1 of 2

Answer

YES

Question #2

Have you completed and uploaded the OBP Capability Assessment "Individual Assessment Report"? (Yes/No). The updated Final Report must be attached in E-Grants by the application deadline and is REQUIRED. Question 2 of 2

Answer

YES

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Grant Application **Tactical Team Targeted Grant Program**

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Budget Summary by Participant

Amherst, Town of
Town of Amherst Police Department - Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Advanced sniper training	1	$4,950.00	$4,950.00	$4,950.00	$0.00
Justification: K&N precision rifle training. Advanced sniper course. Put 3 designated snipers through the course.						
2	Breaching Element Training.	1	$8,125.00	$8,125.00	$8,125.00	$0.00
Justification: T.E.E.S. intermediate breaching school. Increase the teams capabilities on interior structures as well as through exterior walls.						
Total				$13,075.00	$13,075.00	$0.00

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Avon FM54 Voice Projector's	01AR-02-APR	1	$11,844.98	$11,844.98	$11,844.98	$0.00
Justification: Purchase Voice projectors for Avon Gas masks purchased using 2018 Tactical Team Grant.							
2	Ballistic Helmets	01LE-01-HLMT	1	$17,100.00	$17,100.00	$17,100.00	$0.00
Justification: Upgrade existing ballistic helmets with appropriate cut outs to allow to use existing hearing protection							
3	Muck Boots	01LE-02-BOOT	1	$5,018.14	$5,018.14	$5,018.14	$0.00
Justification: Muck boots to be used for tactical operations in swamps and wetlands.							
4	Cold Weather Gear	01WF-01-COLD	1	$18,554.63	$18,554.63	$18,554.63	$0.00
Justification: To increase the teams capabilities as well as safety during cold weather activations. (Blizzard of 2022)							
Total				$52,517.75	$52,517.75	$0.00	

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel Costs associated with Breaching School	1	$6,357.25	$6,357.25	$6,357.25	$0.00
Justification: Travel, Lodging, Per Diem and rental car costs associated with the Breaching School.						
2	Travel costs associated with Sniper Training.	1	$3,050.00	$3,050.00	$3,050.00	$0.00
Justification: Flight, Hotel, Rental Car and Per diems for officers attending the school.						
Total				$9,407.25	$9,407.25	$0.00

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	$75,000.00	$75,000.00	$0.00

Advance Request

Advance: $0.00

Justification:

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Grant Application **Tactical Team Targeted Grant Program**

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Allocation Budget Summary by Participant
Amherst, Town of

Town of Amherst Police Department
Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Advanced sniper training	1	$4,950.00	$4,950.00	$4,950.00	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
TFP	Training-Full or part-time staff or contractors/consultants	$ 4,950.00
	Total	$ 4,950.00

Spending Discipline

Code	Description	Amount
TLE	Training-Law Enforcement	$ 4,950.00
	Total	$ 4,950.00

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Breaching Element Training.	1	$8,125.00	$8,125.00	$8,125.00	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

TFP	Training-Full or part-time staff or contractors/consultants	$ 8,125.00
	Total	$ 8,125.00

Spending Discipline

Code	Description	Amount
TLE	Training-Law Enforcement	$ 8,125.00
	Total	$ 8,125.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Avon FM54 Voice Projector's	1	$11,844.98	$11,844.98	$11,844.98	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-01 Personal Protective Equipment (PPE)	$ 11,844.98
	Total	$ 11,844.98

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	$ 11,844.98
	Total	$ 11,844.98

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Ballistic Helmets	1	$17,100.00	$17,100.00	$17,100.00	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-01 Personal Protective Equipment (PPE)	$ 17,100.00
	Total	$ 17,100.00

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Spending Discipline

Code	Description	Amount
PLE	Planning-Law Enforcement	$ 17,100.00
	Total	$ 17,100.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Muck Boots	1	$5,018.14	$5,018.14	$5,018.14	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
QOA	Equipment-21 Other Authorized Equipment	$ 5,018.14
	Total	$ 5,018.14

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	$ 5,018.14
	Total	$ 5,018.14

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Cold Weather Gear	1	$18,554.63	$18,554.63	$18,554.63	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
QOA	Equipment-21 Other Authorized Equipment	$ 18,554.63
	Total	$ 18,554.63

Spending Discipline

Code	Description	Amount

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

PLE	Planning-Law Enforcement	$ 18,554.63
	Total	$ 18,554.63

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Travel Costs associated with Breaching School	1	$6,357.25	$6,357.25	$6,357.25	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
TTR	Training-Travel	$ 6,357.25
	Total	$ 6,357.25

Spending Discipline

Code	Description	Amount
TLE	Training-Law Enforcement	$ 6,357.25
	Total	$ 6,357.25

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
	Travel costs associated with Sniper Training.	1	$3,050.00	$3,050.00	$3,050.00	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
TTR	Training-Travel	$ 3,050.00
	Total	$ 3,050.00

Spending Discipline

Code	Description	Amount
TLE	Training-Law Enforcement	$ 3,050.00
	Total	$ 3,050.00

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Grant Application **Tactical Team Targeted Grant Program**

Project No.	Grantee Name	
TT21-1030-E00	Amherst, Town of	04/18/2024

Assurance

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES
Grant Assurances and Certifications for Federally-Funded Grants

The certifications herein shall be treated as a material representation of fact upon which reliance will be placed when the State of New York and/or the Federal Emergency Management Agency (FEMA) or U.S. Department of Transportation (DOT) determines to award the covered transaction, grant, or cooperative agreement.

As the duly authorized representative of the Applicant/Recipient, I certify that the Applicant/Recipient agrees to comply with the following:

FOR U.S. DEPARTMENT OF HOMELAND SECURITY GRANTS AND U.S. DEPARTMENT OF TRANSPORTATION GRANTS:

1. The administrative, cost principles, and audit requirements that apply to these funds originate from 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 CFR Part 3002 and by DOT at 2 CFR Part 1201.

2. Recipients must cooperate with any compliance reviews or compliance investigations conducted by the U.S. Departments of Homeland Security and/or Transportation and the State of New York.

3. Lobbying. All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

The Applicant/Recipient hereby agrees that to the best of his or her knowledge and belief that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

d) Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief that:

e) If any 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, in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form - LLL, 'Disclosure of Lobbying Activities,' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4. Debarment, Suspension and other Responsibility Matters (Direct Recipient). All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Order 12549 and 12689, "Debarment and

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Suspension". As required by Executive Order 12549, Debarment and Suspension, and implemented at 2 CFR Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from and ineligible for participation in federal assistance programs or activities

5. Drug-Free Workplace (Grantees other than Individuals). All recipients must comply with the Drug-Free Workplace Act of 1988 (41 USC §701 et seq.), adopted at 2 CFR Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 CFR Part 3001.

6. Applicant agrees that it will comply with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"), found under FEMA regulations at Title 44, Code of Federal Regulations (CFR) Part 13, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." - OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215. The requirements for allowable costs/cost principles are contained in the A-102 Common Rule, OMB Circular A-110 (2 CFR § 215.27), DHS program legislation, Federal awarding agency regulations, and the terms and conditions of the award. The four costs principles circulars are as follows: - OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220. - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments, relocated to 2 CFR Part 225. - OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230. – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

7. Applicant agrees that it has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

8. Applicant agrees that it will comply with the provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Applicant agrees that it will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for Federally-assisted construction sub-agreements.

10. Applicant agrees that it will give the awarding agency, the Comptroller General of the United States, U.S. DHS, U.S. DOT and/or the State, through any authorized representative, access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the awards and permit access to facilities, personnel, and other individuals and information as may be necessary; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

11. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds $10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 CFR Part 200, Appendix XII, the full text of which is incorporated here by reference in the terms and conditions of your award.

12. Applicant agrees that it will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

13. Applicant agrees that it will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

14. Applicant agrees that it will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statues or regulations specified in OPM's Standards for a Merit System of Personnel Administration) 5 CFR Part 900, Subpart F.

15. All recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

16. All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

17. Applicant agrees that planned expenditures utilizing grant funds are consistent with needs as identified in the State Homeland Security Strategy and will be deployed in conformance with that Strategy.

18. All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

19. All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements as forth in the program NOFO.

20. DHS defines personally identified information that permit the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect Personally Identifiable Information (PII) are required to have a publicly-available privacy policy that describes what PII they collect, how they use PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as useful resources the DHS Privacy Impact Assessments: visit www.dhses.gov/policy.

21. Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

22. Any cost allowable to a particular Federal award provided for in 2 CFR Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations or terms and conditions of the Federal awards or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations or the terms and conditions of the Federal awards.

23. All recipients must comply with the requirements of 42 USC §6201 which contain policies relating to energy efficient that are defined in the state energy conservation plan issues in compliance with this Act.

24. All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 CFR Part 170, Appendix A, the full text of which is incorporated by reference in the terms and conditions of your award.

25. All recipients must maintain the currency of the information in the SAM until submission of the final financial report required under the award or receive final payment, whichever is later, as required by 2 C.F.R. Part 25.

26. All recipients must comply with the requirements of 31 USC §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 USC §3801-3812 which details the administrative remedy for false claims and statements made.

27. All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance and benefit overpayments. See OMB Circular A-129.

28. All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 USC §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 USC §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 amendment to the Comptroller General Decision B-138942.

29. In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 USC §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 USC §2225.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

30. All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

31. Applicant agrees that it will comply with all provisions of 48 CFR §31.2, Federal Acquisition Regulations (FAR), Contracts with Commercial Organizations.

32. All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

33. All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

34. Applicant agrees that it will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63.

35. Applicant agrees that it will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

36. All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

37. All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws.

38. Applicant agrees that it will comply with requirements that publications or other exercise of copyright for any work first produced under Federal financial assistance awards hereto related unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works. The recipient shall affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under an award.

39. Applicant agrees that it will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

40. Applicant agrees that it will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms to the approved plans and specifications and will furnish progress reports and such other information as may be required by such other information as may be required by the assistance awarding agency or state.

41. Applicant agrees that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

42. Applicant agrees that it will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. Section 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. Section 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

43. Applicant agrees that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

44. Applicant agrees that it will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

45. Applicant agrees that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (implementing regulations are found at 6 CFR Part 21 and 44 CFR Part 7); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686; Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794, as amended), which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (these requirements pertain to the provision of benefits or services as well as to employment) ; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C.§6101 et seq.)), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290-dd-3 and 290-ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. § 3601 et seq.), as amended, which prohibits discrimination in the sale, rental or financing of housing on the basis of race, color, national origin, religion, disability, familial status and sex (implementing regulations are found at 24 CFR Part 100). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units – i.e., the public and common use areas and individual apartment units (all units in building with elevators and ground-floor units in buildings without elevators - be designed and constructed with certain accessible features (see 24 CFR §100.201); (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

46. All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR §175.15, the full text of which is incorporated here by reference in the terms and conditions of your award.

47. All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§12101-12213).

48. Applicant agrees that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. 201), as they apply to employees of institutions of higher education, hospitals, and other non-profit organizations.

49. Applicant agrees that it will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of Federal participation in purchases.

50. Applicant agrees that will comply with Title 44 CFR, Part 25, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-assisted programs.

51. Applicant agrees that, to the extent contractors or subcontractors are utilized, will use small, minority-owned, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable.

52. Applicant agrees that it will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996, and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

53. Applicant agrees that it will obtain approval by the appropriate Federal agency of the final working drawings and specifications before the project is advertised or placed on the market for bidding; that it will construct the project, or cause it to be constructed, to final completion in accordance with the application and approved plans and specifications; that it will submit to the appropriate Federal agency for prior approval, changes that alter the cost of the project, use of space, or functional layout, that it will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the construction grant program(s) have been met.

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

54. Applicant agrees that it will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State, and local agencies for the maintenance and operation of such facilities.

55. Applicant agrees that it will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

56. Applicant agrees that it will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

57. Applicant agrees that it will comply with the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

58. All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C §2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

59. Applicant agrees that it will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped," Number A117. - 1961, as modified (41 CFR 101-17.703). The applicant will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.

60. Applicant agrees that if any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transfer, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

61. Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

62. Applicant agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

63. All recipients must acknowledge their use of federal funding when issuing statements, press releases, and requests for proposals, bid invitations and other documents describing projects or programs funded in whole or in part with Federal funds.

64. All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits or approvals are obtained.

65. Applicant agrees that in making subgrants with nonprofit institutions under this Comprehensive Cooperative Agreement, it agrees that such grants will be subject to OMB Circular A-122, "Cost Principles for Non-profit Organizations" included in Vol. 49, Federal Register, pages 18260 through 18277 (April 27, 1984).

66. Applicant agrees to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management requirements and Universal Identifier Requirements located at 2 CFR Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award. If the Recipient is authorized to make subawards under this award, it must:

(1) Notify potential subrecipients that no entity may receive a subaward from you unless the entity has provided its unique entity identifier to you.

(2) Not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

67. The requirements of this award that apply to the Recipient also apply to subrecipients, i.e., entities that are carrying out part of the substantive programmatic activity, unless an exception is specified. In making subawards under the award, the Recipient must apply the Federal cost principles applicable to the particular type of organization concerned.

FOR U.S. DEPARTMENT OF HOMELAND SECURITY GRANTS:

1. All recipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts,

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

documents, information, facilities, and staff:

• Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.

• Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

• Recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

• Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

• Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

• If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties by email at crcl@hq.dhs.gov or by mail at U.S Department of Homeland Security Office for Civil Rights and Civil Liberties, Building 410, Mail Stop #0190, Washington, DC 20528.

• In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by email or mail at the address listed above.

• The United States has the right to seek judicial enforcement of these obligations.

FOR U.S. DEPARTMENT OF TRANSPORTATION HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANTS:

The administration of this award by PHMSA and the Recipient will be based on the following Federal statutory and regulatory requirements:

• The authorizing language of 49 U.S.C. 5116 et seq.
• The regulations outlined at 49 CFR Part 110.
• 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
• Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
• 49 CFR Part 21 (entitled Non-discrimination In Federally-Assisted Programs of the Department of Transportation – Effectuation of the Civil Rights Act of 1964);
• 28 CFR §50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
• Section 504 of the Rehabilitation Act of 1973, (29 USC §794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
• The Age Discrimination Act of 1975, as amended, (42 USC §6101 et seq.), (prohibits discrimination on the basis of age);
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and §504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities (42 USC §§12101 – 122213) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 USC §1681 et seq.)
The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General U.S. DOT Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

"No person in the United States shall, on the grounds of race, color, national origin, gender, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Pipeline and Hazardous Materials Safety Administration.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age of Discrimination Act of 1975, and §405 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Unless otherwise authorized, the HMEP grant program payment is under the reimbursement method. Recipients must comply with all provisions located 2 CFR §200.305 reflecting payment of grant funds from a Federal agency. The Recipient must maintain financial management systems that meet the standards for fund control and accountability as established in 2 CFR § 200.302.

Payments for allowable costs to Recipients may be withheld during the period of performance if:

(a)The Recipient has failed to comply with the project objectives, Federal statutes, regulations, or the terms and conditions of the Federal award.
(b) The Recipient is delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables."
While separate depository accounts for grant funds are not required, the Recipient must be able to account for the receipt, obligation and expenditure of funds. Advance payments of Federal funds must be deposited and maintained in insured accounts whenever possible.
(c) The Recipient is delinquent in submitting required reports or responding to findings and corrective actions listed during the course of monitoring activities.

Specific U.S. DOT Assurances

More specifically, and without limiting the above General Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Hazardous Materials Emergency Preparedness Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§21.23(b) and 21.23(e) of 49 CFR §21 will be (with regard to an "activity") facilitated, or will be (with regard a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Hazardous Materials Emergency Preparedness Grant Program and, in adapted from, in all proposals for negotiated agreements regardless of funding source:

"The [Entity Name], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§2000d to 2000d-4) and the Regulations, hereby notified all bidders that it will affirmatively ensure that with respect to any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national original in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United State effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permit or similar instruments entered into by the Recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures to improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipient, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all required imposed or pursuant to the Acts, the Regulations and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under these Acts, the Regulations, and this Assurance.

11. The Recipient understand that per 49 U.S.C §5116(e), the Recipient must provide 20 percent of the allowable direct and indirect planning and training costs of activities covered under this award from non-Federal sources. Recipients may either use cash (hard match), in-kind (soft-match) contributions, or a combination of both to meet this requirement. The types of contributions allowed are listed in 49 CFR §110.60. Matching costs and contributions also must meet the requirements of 2 CFR §200.306, including that the costs must meet the same requirements of allowability as apply to HMEP funds. Recipients are required to maintain documentation of how the matching requirements have been met. This documentation will be reviewed during PHMSA's regular monitoring schedule of grants. A lack of documentation for the statutory requirements may result in the Recipient being designated high risk, placed on a corrective action plan, or the recovery of disallowed costs. Federal funds may be expended before non-Federal matching funds, provided that total program costs at completion of the program year reflect the 80 percent Federal/20 percent non-Federal allocation of costs. The matching requirement is in addition to the maintenance of effort required of Recipients of HMEP awards under 49 U.S.C. §5116(a)(2)(A) and (b)(2)(A) and 49 CFR §110.30(b) (2) and (c)(2).

12. In accordance with Executive Order 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating government-owned, company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C. dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at www.trafficsafety.org.

13. In accordance with Executive Order, 13513, recipients, subrecipients, and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Federal Government.

14. Under the Paperwork Reduction Act (PRA), if a Recipient collects the same information from 10 or more respondents as part of carrying out this award, the Recipient is prohibited from representing to its respondents that information is being collected for, or in association with, the Federal government unless the Recipient is conducting the collection of information at the specific request of the agency; or the terms and conditions of the grant require specific approval by the agency of the collection of information or collection procedures. In those cases, the OMB PRA clearance procedures contained in 5 CFR part1320 must be followed. However, nothing in this award requires Recipients to collect information on PHMSA's behalf or to obtain PHMSA approval of any information collection a Recipient might deem necessary under this award.

15. The U.S. DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous. The telephone number is: (800) 424-9071. The mailing address is: DOT Inspector General, 1200 New Jersey Avenue, SE West Bldg. 7th Floor, Washington, DC 20590; Phone: 1.800-424-9071; Email: hotline@oig.dot.gov; Web: http://www.oig.dot.gov/Hotline.

By signing this Assurance, the Grantee also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the Pipeline and Hazardous

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Materials Safety Administration access to records, accounts, documents, information, facilities and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the Pipeline and Hazardous Materials Safety Administration. You must keep records, reports, and submit the material for review upon request to the Pipeline and Hazardous Materials Safety Administration, or its designee in a timely, complete and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Grantee give this Assurance in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Hazardous Materials Emergency Preparedness Grant Program. This Assurance is binding on Grantee, other recipients, subrecipients, subgrantees, contractor, subcontractors and their subcontractors, transferees, successors in interest, and any other participants in the Hazardous Materials Emergency Preparedness Grant Program.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration, as they may be amended from time to time, which are herein incorporated by reference and make a part of this contract.

2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations including employment practices when the contract covers any activity, project, or program set forth in Append B of 49 CFR Part 21 (Including Modal Operating Administration specific program requirements).

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to non-discrimination on the grounds of race, color or national origin. (Including Modal Operating Administration specific program requirements).

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Pipeline and Hazardous Materials Safety Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this Contract, the Recipient will impose such contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including but not limited to:

a. Withholding payments to the contractor under the contractor until the contractor complies; and/or
b. Cancelling, terminating or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Pipeline Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix B
Clauses for Deeds Transferring United States Property

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the (Title of Recipient) will accept title to the lands and maintain the project constructed thereon in according with (Name of Appropriate Legislative Authority), the Regulations of the Administration (Name of Appropriate Program), and the policies and procedures prescribed by the Pipeline and Hazardous Materials Safety Administration of the U.S. Department of Transportation in accordance and compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC sections 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (Title of Recipient) all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto (Title of Recipient) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on (Title of Recipient), its successors and assigns.

The (Title of Recipient), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the (Title of Recipient) will use the lands and interest in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above descried land and facilities will thereon revert to such and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interested existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix C
Clauses for the Transfer of Real Property Acquired or Improved
Under the Activity, Facility or Program

The following clauses will be added in deeds, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, Permittee, etc. as appropriate) for himself/herself, his/her heirs, person representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, Permittee, etc.) will maintain and operate such facilities and services in compliance will all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc. in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Appendix D
Clauses for the Construction of Real Property Acquired or Improved
Under the Activity, Facility or Program

The following clauses will be added in deeds, leases, permits, or similar instruments entered into by the (Title of Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, lessee, Permittee, etc. as appropriate) for himself/herself, his/her heirs, person representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land" that (1) no person on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the grounds or race, color, or national origin, be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, Permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and the Regulations, as amended, set forth in this Assurance.

B. With respect to licenses, leases, permits, etc. in the event of breach of any of the above Non-discrimination covenants, (Title of Recipient) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the (Title of Recipient) will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the (Title of Recipient) and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following Non-discrimination statutes and authorities, including but not limited to:

• Title VI of the Civil Rights Act of 1964 (42 USC §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
• The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601 et seq. [P.L. 91-646]) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases;
• Federal-Aid Highway Act of 1973 (23 USC section 324 et seq.), which prohibits discrimination on the basis of sex;
• Section 504 of the Rehabilitation Act of 1973, (29 USC §794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
• The Age Discrimination Act of 1975, as amended, (42 USC §6101 et seq.), (prohibits discrimination on the basis of age);
• Airport and Airway Improvement act of 1982 (49 USC section 471, section 47123), as amended which prohibits discrimination based on race, creed, color, national origin, or sex;
• The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and §504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the program or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
• Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities (42 USC §12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;
Federal Aviation's Non-discrimination statute (49 USC section 47123) which prohibits discrimination on the basis of race, color, national origin and sex;
• Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
• Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations for persons with limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
• Title IX of the Education Amendments of 1972, as amended, which prohibits you from discrimination because of sex in education programs or activities (20 USC §1681 et seq.)

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Revised 4/16
Certified by - Thomas Brown on 10/31/2023

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical Team Grant FY2021 (CRS#4949))

Project

Project #: TT21-1030-E00 Tactical Team Targeted Grant Program **Project Status:** Application Received
Participant: Amherst, Town of

Home
Open
Locked

Go to
Attachment
Progress
Site Review
Financial
Property

Reports
Application
Deficiency
Draft
Contract

Help
Logout

Login ID: tbrown1

4.3.7

General | Participants | Work Plan | Budget | Funding Allocation | Questions | Acceptance

Please enter budget information. If you are requesting an advance, please enter the amount requested and the justification, then save the screen before proceeding. You may edit the Advance if necessary at a later time. Enter budget information by participant. If you will only be operating with one budget, please enter the budget for the Grantee agency. For consortia, you may enter budgets by individual implementing agency. Once you have finished your Budget, please answer program Specific Questions on the Questions tab (if applicable).

Budget Summary

Participant	Grant Funds		Matching Funds		Total
Amherst, Town of		$0.00		$0.00	$0.0(
Town of Amherst Police Department		$75,000.00		$0.00	$75,000.0(
Total	100.00%	$75,000.00	0.00%	$0.00	$75,000.0(

Advance Request Amount (If not requesting an advance, please skip) $ 0.00

Advance Request Justification (200 character limit)

Budget Summary by Participant
Amherst, Town of

Town of Amherst Police Department

Version 1 - Edit (Click here to add more lines to budget categories)

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Consultant Costs for Tactical Team Training (advan...	1	$13,075.00	$13,075.00	$13,075.00	$0.00	no
Total				$13,075.00	$13,075.00	$0.00	

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Voice Projectors	1	$11,844.98	$11,844.98	$11,844.98	$0.00	no
2	Personnal Protective Equipment (boots, helmets, co...	1	$40,672.77	$40,672.77	$40,672.77	$0.00	no
Total				$52,517.75	$52,517.75	$0.00	

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds	Deficient
1	Travel Costs for Training (breaching, sniper)	1	$9,407.25	$9,407.25	$9,407.25	$0.00	no
Total				$9,407.25	$9,407.25	$0.00	

Version 1 Total	Total Cost	Grant Funds	Matching Funds
	$75,000.00	$75,000.00	$0.00

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical

Project

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Go to
Attachment
Progress
Site Review
Financial
Property

Reports
Application
Deficiency
Draft
Contract

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tbrown1

4.3.7

Project #: TT21-1030-E00 Tactical Team Targeted Grant Program **Project Status:** Application Received
Participant: Amherst, Town of

General | Participants | Work Plan | Budget | Funding Allocation | Questions | Acceptance

For each budgeted item, select one Project Objective (G&T Codes) from the Project Workplan that the item pertains to and select the appropriate National Priority and Priority Project/State Strategy Goal. Per G&T Code, select one or more of the Spending Category/Subcategory Codes from the drop down list that apply and enter the proportionate dollar amount from the total budgeted for the item that applies to each Subcategory. Also select one or more of the Disciplines from the drop down list that the item will benefit and report the proportionate amount of the total funds budgeted for the item that will benefit each discipline.

Allocation Budget Summary by Participant
Amherst, Town of

Town of Amherst Police Department
Version 1

#	Consultant Services	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Consultant Costs for Tactical Team Training (advan...	1	$13,075.00	$13,075.00	$13,075.00	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project/State Strategy Goal

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
TFP	Training-Full or part-time staff or contractors/consultants	$ 13,075.00
	Total	$ 13,075.00

Spending Discipline

Code	Description	Amount
TLE	Training-Law Enforcement	$ 13,075.00
	Total	$ 13,075.00

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Voice Projectors	1	$11,844.98	$11,844.98	$11,844.98	$0.00

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project/State Strategy Goal

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-01 Personal Protective Equipment (PPE)	$ 11,844.98
	Total	$ 11,844.98

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	$ 11,844.98
	Total	$ 11,844.98

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Personnal Protective Equipment (boots, helmets, co...	1	$40,672.77	$40,672.77	$40,672.77	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project/State Strategy Goal

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
QPP	Equipment-01 Personal Protective Equipment (PPE)	$ 40,672.77
	Total	$ 40,672.77

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical

Spending Discipline

Code	Description	Amount
ELE	Equipment-Law Enforcement	$ 40,672.77
	Total	$ 40,672.77

#	Travel and Subsistence	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Travel Costs for Training (breaching, sniper)	1	$9,407.25	$9,407.25	$9,407.25	$0.00

G and T Workplan

Code	Description
RRT	50. Establish/enhance regional response teams: Tactical

National Priority

Code	Description
INN	02. Implement the National Incident Management System and the National Response Plan

Priority Project/State Strategy Goal

Code	Description
S04	State Strategy Goal: Strengthen Counterterrorism and Law Enforcement Capabilities

Spending Subcategory

Code	Description	Amount
TTR	Training-Travel	$ 9,407.25
	Total	$ 9,407.25

Spending Discipline

Code	Description	Amount
TLE	Training-Law Enforcement	$ 9,407.25
	Total	$ 9,407.25

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical

Project

Project #: TT21-1030-E00 Tactical Team Targeted Grant Program **Project Status:** Application Received
Participant: Amherst, Town of

Home
Open
Locked

Go to
Attachment
Progress
Site Review
Financial
Property

Reports
Application
Deficiency
Draft
Contract

Help
Logout

Login ID: tbrown1

4.3.7

General | Participants | Work Plan | Budget | Funding Allocation | Questions | Acceptance

Complete screen information and save. Add a National Priority and Program Purpose Area (if applicable). Once finished, proceed to Participants tab. For contract certifications, appendices and supporting documentation, please visit the DHSES website for available downloads. When you have completed your application, click the SUBMIT link in the left margin. Remember, you will no longer be able to edit your application once it has been submitted.

Project Title * (60 Character Limit) FY2021 Tactical Team Targeted Grant

Project Start Date 04/01/2024 **(If known or applicable)**
Project End Date 08/31/2025 **(If known or applicable)**
Project Period Years 1 Months 5

Submission Date 10/31/2023
Grant Funds $75,000.00 100.00%
Matching Funds $0.00 0.00%
Total Funds $75,000.00

County * Erie

Summary Description of Project * (Please limit to one or two paragraphs)

To enhance our Tactical Teams capabilities through continued training and education as well as through the purchase of new equipment.

Cancel | Check Spelling

*** - Mandatory Field**

Federal Program Purpose Area

Description	Remove

Attachment: 2021TacticalTeamGrant Docs for CRS Routing 7.22.2024 (RES-2024-669 : Targeted Tactical

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29270 **RESOLUTION 2024-670** **ADOPTED**

Contract Extension TOA Bid 2021021 Rolls Royce Turbine OnPower, Inc. CRS No. 4979

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with OnPower, Inc. The terms and conditions within Town of Amherst Bid 2021021 Rolls Royce Turbine Generator Inspection/Service/Repair shall remain the same. This extension would run from date of Town Board Approval by the Town of Amherst through August 08, 2027.

Funds for this request are available in G9916-4960.

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

Thank you for considering this request.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

G9916-4960

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

AGREEMENT

Let this document stand as an Agreement between OnPower Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with OnPower Inc. Both parties agree that the terms and conditions specified in the executed contract, TOA Bid 2021021 Rolls Royce Turbine Power Generator Inspection/Service/Repair shall remain the same. The term of this contract extension will be from Date of Town Board Approval by the Town of Amherst and run from August 9, 2024 through to August 8, 2027.

Agreed to and Accepted by:
ONPOWER, INC.

By: Steve Faltys
Signature

STEVE FALTYS
Printed name

MANAGER, PROCUREMENT & AFTERMARKET SERVICES
Title

Date: 24. JULY .2024

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC072524-07252024131617 (RES-2024-670 : Contract Extension)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29258 **RESOLUTION 2024-671** **ADOPTED**

NYPA Pre-Payment Authorization

Authorize the Comptroller's Office to make prepayments to the New York Power Authority (NYPA) for the duration of the Northtown Center Chiller project (CRS #4522). This will allow the Town to avoid short-term financing charges. Prepayment amounts and timing will be determined by the Director of Finance and Comptroller.

8/5/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

TBD

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: 08/05/24 03:00 PM
Department: Town Clerk
DOC ID: 29271

COMMUNICATION 2024-64

REFERRED

Request for Public Hearing - 1050 New Road

Letter from Jeffery Palumbo, Esq. requesting a public hearing be set for a proposed solar project at 1050 New Road.

8/5/2024
A motion to refer to the Planning Department and Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

Block, Longo, LaMarca
& Brzezinski, P.C.
ATTORNEYS | SINCE 1933
9276 MAIN STREET, CLARENCE, NY 14031
OFFICE: (716) 320-3150

WWW.BLOCKANDLONGO.COM

PARTNERS:
MARK J. LONGO, ESQ. — PRESIDENT/CEO
JOY LAMARCA, ESQ. — VICE PRESIDENT
KEVIN E. BRZEZINSKI, ESQ. — VICE PRESIDENT
JAMI DURANTE ROGOWSKI, ESQ.
GEORGE R. SLINGERLAND, ESQ.
BRITTNAY M. MCMAHON, ESQ.

CLARENCE OFFICE STAFF:
JEFFERY D. PALUMBO, SPECIAL COUNSEL
CHRISTOPHER A. CARDILLO, SPECIAL COUNSEL
JENNIFER A. HURLEY, SPECIAL COUNSEL
TRACY A. MURRAY, PARALEGAL
ERIKA L. HOLLIS, PARALEGAL

July 12, 2024

Francina J. Spoth, Town Clerk
Town of Amherst
5583 Main Street
Williamsville, NY 14221

RE: National Energy Development
Proposed Solar Project - ~~150~~ 1050 New Road

Dear Ms. Spoth:

Please accept this letter as our formal request to place the above matter on the next Town Board meeting agenda for consideration of a Special Use Permit. Please also note that the Planning Board has approved the site plan for this project.

Kindly confirm this request and advise if any additional information is needed. Thank you.

Sincerely,

Jeffery D. Palumbo

JDP/tam

cc: Supervisor Brian Kulpa
Jim Bodecker (via email)
Paul Vargovich (via email)
Doug Feyes (via email)

Attachment: DOC073124-07312024083949 (COM-2024-64 : Request for Public Hearing - 1050 New Road)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Town Clerk
DOC ID: 29256

COMMUNICATION 2024-65 **REFERRED**

Correspondence from Joe Voytovich

Letter from Joe Voytovich regarding the Town's Emergency Services Department.

8/5/2024
A motion to refer to the Human Resources Department was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

July 17, 2024

Amherst Town Board
5583 Main Street
Williamsville, New York 14221

RE: Costs of Emergency Services Department

Members of the Amherst Town Board,

It is budget time again, and residents are researching why the town's spending has been so high. During this evaluation, it was announced that the Director of Emergency Services was retiring. This triggered a review of that department and its costs.

If you go out to buy a new car and only go to one dealer and look at one model, would you be happy with saying that it was a good price? Of course not, so this paper takes in Emergency Dept budget numbers from 5 local municipalities: Amherst, Cheektowaga, Lancaster, Tonawanda and West Seneca.

And the numbers were astounding. Amherst led the field at $440,000 with second place for Tonawanda at $88,000. Cheektowaga was the lowest at $16,000 mainly because they enlisted 2 police administrators for part-time duty for emergency services. Tonawanda lists office hours as Wednesday – Friday from 9am – 4pm as a confirmation of the limited hours needed for these positions.

A quick review of the web pages for each town showed more information for each town when compared with the Amherst page. Amherst did include one report from 2011 which indicated the types of emergencies which were more likely to affect Amherst. This list was generated via an automated interactive spreadsheet and listed earthquakes and terrorism as more likely events than severe storms.

Apparently this report does not take into account snowstorms in Buffalo – and it also did add in mine collapses as possible emergency events.

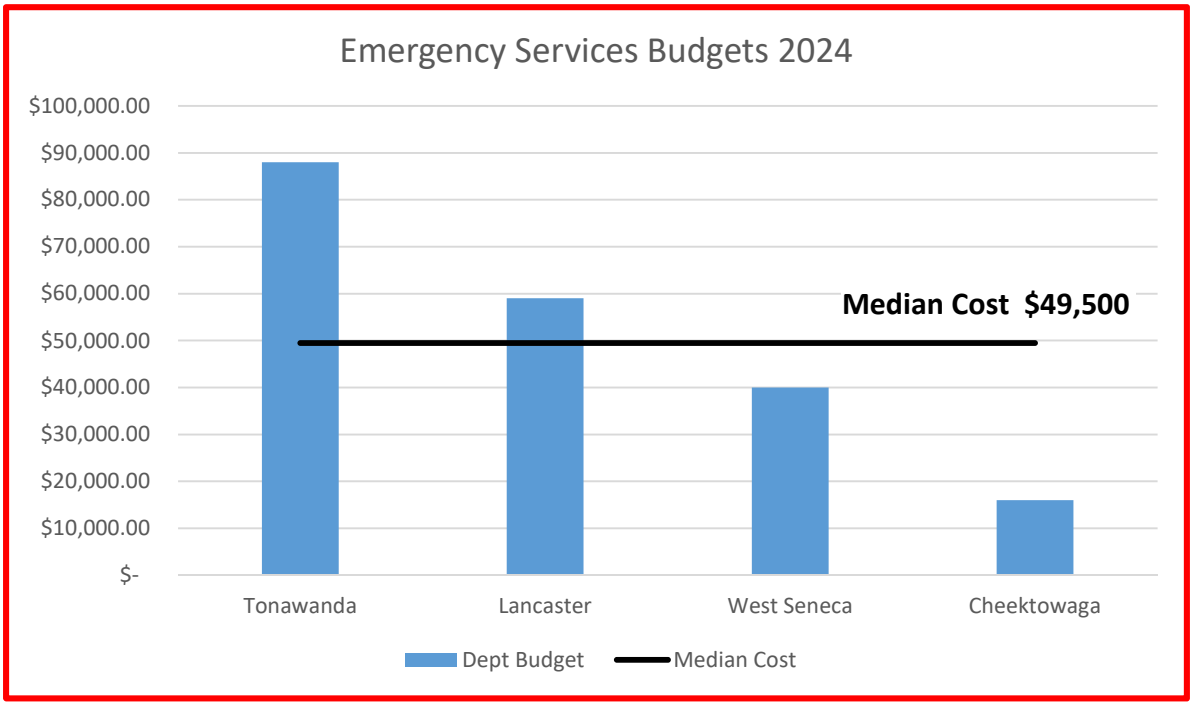
Supervisor Kulpa did respond to a public comment in May that the department is needed to respond to FEMA events. A search of FEMA records since 2018 indicated that the only FEMA event for the Buffalo area was the snowstorm of December 2022. During those 7 years, the Department had spent about $2.6M. Full-time expenses like that are not justified for a winter-only event.

We don't need to keep burning money for no feasible payback, and other towns agree with this viewpoint. Please cut this budget or outside authorities may have to be notified to determine why this spending continues.

Regards,
Joseph Voytovich

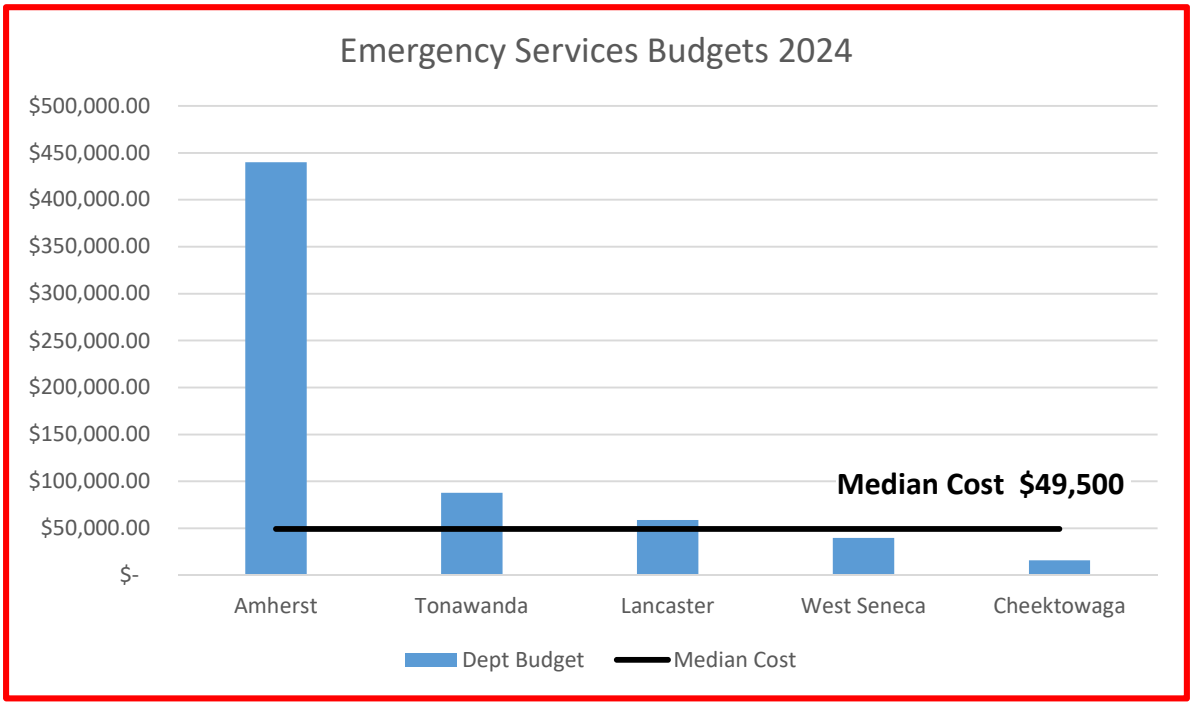
Attachment: COM Emergency Services July 17 2024 (COM-2024-65 : Correspondence from Joe Voytovich)

Comparison of Local Town Emergency Budgets



Attachment: COM Emergency Services July 17 2024 (COM-2024-65 : Correspondence from Joe Voytovich)

Budgets Compared to Amherst Expenses



Attachment: COM Emergency Services July 17 2024 (COM-2024-65 : Correspondence from Joe Voytovich)

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

Francina J. Spoth
Town Clerk

Meeting: 08/05/24 03:00 PM
Department: Town Clerk
DOC ID: 29279

COMMUNICATION 2024-66 **REFERRED**

Notices of Claim

The following Notices of Claim were received at the Town Clerk's Office:

Noor A. Mohammed
Hannah R. Krull
Ibrahim V. Khatib
Timothy P. Georger
Soliegh M. Dougherty
Elvi J. Dougherty
Majd M. Ayoub
Jay M. Ayoub
Yousef A. Ahmed

8/5/2024
A motion to refer to the Town Attorney was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

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

NOOR A. MOHAMMED

NOTICE OF CLAIM

Claimant,

-against-

ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,
CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

TO: ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,

JUL 30 2024 PM2:1

6599939v1 - 074223.0001

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

PLEASE TAKE NOTICE, that NOOR A. MOHAMMED, has and hereby makes claim against ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, and in support of said claim states the following: and

1. The Post Office address of the Claimant is 70 Lincoln Avenue, Lackawanna, NY 14218.

2. The attorneys for Claimant are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

3. The claim of NOOR A. MOHAMMED is for personal injuries and civil rights violations, including without limitation, loss income and medical expenses, and for consequential, general and equitable damages generally, along with punitive damages, attorneys' fees and costs.

4. The claim arose on the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area" and Capen Hall. A New York State University Police with the State University at Buffalo's police report relating to the incident is attached as Exhibit A.

5. The claim arose in substance as follows: On the 1st day of May, 2024, at approximately 6:45 p.m., the claimant NOOR A. MOHAMMED and numerous other individuals were present and/or involved in a peaceful civic action demonstration at the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." At approximately 8:20 p.m., the Claimant, NOOR A. MOHAMMED, while lawfully and properly on public property, had left the demonstration and was in Capen Hall, and exercising the rights and privileges guaranteed to her under the United States and New York State Constitutions, including her Rights to Freedom of Speech, Freedom of Assembly, and Freedom to Petition the Government for Redress of Grievances, her Right to Equal Protection, and her right to monitor was willfully, maliciously, intentionally and/or negligently pushed, tackled, and assaulted, resulting in serious injuries and constitutional deprivations to the Claimant. Unnamed officers violently tackled Claimant. Unnamed officers grabbed Claimant from behind and violently tackled Claimant while she attempted to record the incident and violent pushed Claimant to the ground. Unnamed officers piled on Claimant and violently pushed Claimant into the floor while numerous officers laid on top of her. Unnamed officers knocked off religious clothing that Claimant was wearing at the time of the incident. Despite Claimant having

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

been apprehended by numerous officers and not resisting her arrest, Claimant was subjected to violent force by responding officers. Claimant NOOR A. MOHAMMED was subjected to a violation of Claimant's Civil Rights under 42 USC Section 1983, assault, battery, excessive force, police brutality, freedom of speech, equal protection, right to monitor, negligence, abuse of process, and failure to train and supervise, resulting in serious injuries and constitutional deprivations to Claimant.

6. The subject demonstration was compliant with the terms of UB's Picketing and Assembling Policy. Upon information and belief, SUNY Buffalo has allowed numerous other demonstrations to go forward after sunset since the Picketing and Assembling Policy was amended in April 2020.

7. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, acting individually and/or in concert, and more particularly, among other things, by violating the Constitutional rights and privileges of NOOR A. MOHAMMED, secured, embodied and expressly guaranteed in the First, Fourth and Fourteenth Amendments of the United States Constitution and under 42 USC 1983,

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

and Article 1, Sections 8 and 9 of the New York State Constitution by stopping, suppressing, quashing and prohibiting NOOR A. MOHAMMED from freely exercising her guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly and Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and her right to monitor, and by using unnecessary and unlawful force in the performance of their duties as police officers; in failing to intervene; and in negligently and unlawfully pushing, assaulting and injuring the Claimant without provocation, furthermore, the incident and resultant injuries and damages were caused by those acts and omissions of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, in failing and/or omitting to be cognizant or aware that their actions or inactions would foreseeably cause injury to Claimant; in failing and/or omitting to use appropriate care and discretion; in failing and/or omitting to properly and adequately train, supervise, instruct its police officers and/or employees; in failing and/or omitting to provide police officers with training when taking an individual into custody; in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that the people of this state and this country will not be assaulted or injured by members of the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and in failing and/or omitting to ensure that the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and their respective members will not stop, suppress or quash the people of this state and this country from freely exercising their guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly, Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and/or right to monitor and in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that citizens will not be subjected to injurious crowd control tactics

8. Upon information and belief, as a result of the aforesaid incident, the Claimant, NOOR A. MOHAMMED, sustained bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system. Claimant suffered injuries to her head and eye, endured difficulty breathing, and suffered other injuries. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimant requests ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60 honor and pay the claim on behalf of NOOR A. MOHAMMED, including an award of attorneys' fees and costs pursuant to 42 USC 1988.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DATED: Buffalo, New York
July 29, 2024

NOOR A. MOHAMMED

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
ROBERT M. CORP, ESQ.
Attorneys for Claimant
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

In the Matter of the Claim of

HANNAH R. KRULL

NOTICE OF CLAIM

Claimant,

-against-

ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,
CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

TO: ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,

JUL 30 2024 PM2:15

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

PLEASE TAKE NOTICE, that HANNAH R. KRULL, has and hereby makes claim against ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, and in support of said claim states the following: and

1. The Post Office address of the Claimant is

2. The attorneys for Claimant are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

3. The claim of HANNAH R. KRULL is for personal injuries and civil rights violations, including without limitation, loss income and medical expenses, and for consequential, general and equitable damages generally, along with punitive damages, attorneys' fees and costs.

4. The claim arose on the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." A New York State University Police with the State University at Buffalo's police report relating to the incident is attached as Exhibit A.

5. The claim arose in substance as follows: On the 1st day of May, 2024, at approximately 4:00 p.m., the claimant HANNAH R. KRULL and numerous other individuals were present and/or involved in a peaceful civic action demonstration at the State University of New York – University of Buffalo, North Campus in Amherst, New York beginning at 4:00 p.m. near the student union and, beginning around 5:00 p.m., in and around the "Flint Loop area." At approximately 8:20 p.m., after unnamed officers had interrupted and prevented the completion of the group's prayer efforts, the Claimant, HANNAH R. KRULL, while lawfully and properly on public property, and exercising the rights and privileges guaranteed to her under the United States and New York State Constitutions, including her Rights to Freedom of Speech, Freedom of Assembly, and Freedom to Petition the Government for Redress of Grievances, her Right to Equal Protection, and her right to monitor was willfully, maliciously, intentionally and/or negligently pushed, tackled, and assaulted, resulting in serious injuries and constitutional deprivations to the Claimant. Unnamed officers violently tackled Claimant. Unnamed officers violently tackled Claimant while she attempted to record the incident and violent pushed Claimant to the ground. Unnamed officers piled on Claimant and violently pushed Claimant into concrete. Despite Claimant having been apprehended by numerous

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

officers and not resisting her arrest, Claimant was subjected to violent force by responding officers. Claimant HANNAH R. KRULL was subjected to a violation of Claimant's Civil Rights under 42 USC Section 1983, assault, battery, excessive force, police brutality, freedom of speech, equal protection, right to monitor, negligence, abuse of process, and failure to train and supervise, resulting in serious injuries and constitutional deprivations to Claimant.

6. The subject demonstration was compliant with the terms of UB's Picketing and Assembling Policy. Upon information and belief, SUNY Buffalo has allowed numerous other demonstrations to go forward after sunset since the Picketing and Assembling Policy was amended in April 2020.

7. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, acting individually and/or in concert, and more particularly, among other things, by violating the Constitutional rights and privileges of HANNAH R. KRULL, secured, embodied and expressly guaranteed in the First, Fourth and Fourteenth Amendments of the United States Constitution and under 42 USC 1983, and

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

Article 1, Sections 8 and 9 of the New York State Constitution by stopping, suppressing, quashing and prohibiting HANNAH R. KRULL from freely exercising her guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly and Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and her right to monitor, and by using unnecessary and unlawful force in the performance of their duties as police officers; in failing to intervene; and in negligently and unlawfully pushing, assaulting and injuring the Claimant without provocation, furthermore, the incident and resultant injuries and damages were caused by those acts and omissions of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, in failing and/or omitting to be cognizant or aware that their actions or inactions would foreseeably cause injury to Claimant; in failing and/or omitting to use appropriate care and discretion; in failing and/or omitting to properly and adequately train, supervise, instruct its police officers and/or employees; in failing and/or omitting to provide police officers with training when taking an individual into custody; in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that the people of this state and this country will not be assaulted or injured by members of the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department,

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and in failing and/or omitting to ensure that the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and their respective members will not stop, suppress or quash the people of this state and this country from freely exercising their guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly, Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and/or right to monitor and in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that citizens will not be subjected to injurious crowd control tactics

8. Upon information and belief, as a result of the aforesaid incident, the Claimant, HANNAH R. KRULL, sustained bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system. Claimant suffered injuries to her hands and arms, as well as other injuries. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimant requests ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

CARUANA, AND POLICE OFFICERS JOHN DOE #1-60 honor and pay the claim on behalf of HANNAH R. KRULL, including an award of attorneys' fees and costs pursuant to 42 USC 1988.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DATED: Buffalo, New York
July 29, 2024

HANNAH R. KRULL

LIPSITZ GREEN SCIME CAMBRIA LLP

By: ROBERT M. CORP, ESQ.
Attorneys for Claimant
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

In the Matter of the Claim of

IBRAHIM V. KHATIB

NOTICE OF CLAIM

Claimant,

-against-

ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,
CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

TO: ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,

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Attachment: UB NOC (COM-2024-66 : Notices of Claim)

CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

PLEASE TAKE NOTICE, that IBRAHIM V. KHATIB, has and hereby makes claim against ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, and in support of said claim states the following: and

1. The Post Office address of the Claimant is

2. The attorneys for Claimant are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

3. The claim of IBRAHIM V. KHATIB is for personal injuries and civil rights violations, including without limitation, loss income and medical expenses, and for

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

consequential, general and equitable damages generally, along with punitive damages, attorneys' fees and costs.

4. The claim arose on the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." A New York State University Police with the State University at Buffalo's police report relating to the incident is attached as Exhibit A.

5. The claim arose in substance as follows: On the 1st day of May, 2024, at approximately 8:00 p.m., the claimant IBRAHIM V. KHATIB and numerous other individuals were present and/or involved in a peaceful civic action demonstration at the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." At approximately 8:20 p.m., after unnamed officers had interrupted and prevented the completion of the group's prayer efforts, the Claimant, IBRAHIM V. KHATIB, while lawfully and properly on public property, and exercising the rights and privileges guaranteed to him under the United States and New York State Constitutions, including his Rights to Freedom of Speech, Freedom of Assembly, and Freedom to Petition the Government for Redress of Grievances, his Right to Equal Protection, and his right to monitor was willfully, maliciously, intentionally and/or negligently pushed, tackled, and assaulted, resulting in serious injuries and constitutional deprivations to the Claimant. Unnamed officers violently tackled Claimant. Unnamed officers violently knocked Claimant's phone out of his hands while he attempted to record the incident and violent pushed Claimant to the ground. Despite Claimant having been apprehended by numerous officers and not resisting his arrest, Claimant was subjected to violent force by responding officers. Claimant IBRAHIM V. KHATIB was subjected to a violation of Claimant's Civil Rights under 42 USC Section 1983, assault, battery, excessive force, police brutality, freedom of speech, equal protection, right to monitor, negligence, abuse

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

of process, and failure to train and supervise, resulting in serious injuries and constitutional deprivations to Claimant.

6. The subject demonstration was compliant with the terms of UB's Picketing and Assembling Policy. Upon information and belief, SUNY Buffalo has allowed numerous other demonstrations to go forward after sunset since the Picketing and Assembling Policy was amended in April 2020.

7. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, acting individually and/or in concert, and more particularly, among other things, by violating the Constitutional rights and privileges of IBRAHIM V. KHATIB, secured, embodied and expressly guaranteed in the First, Fourth and Fourteenth Amendments of the United States Constitution and under 42 USC 1983, and Article 1, Sections 8 and 9 of the New York State Constitution by stopping, suppressing, quashing and prohibiting IBRAHIM V. KHATIB from freely exercising his guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly and Freedom to Petition the Government for Redress of Grievances, Right to Equal

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

Protection, and his right to monitor, and by using unnecessary and unlawful force in the performance of their duties as police officers; in failing to intervene; and in negligently and unlawfully pushing, assaulting and injuring the Claimant without provocation, furthermore, the incident and resultant injuries and damages were caused by those acts and omissions of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, in failing and/or omitting to be cognizant or aware that their actions or inactions would foreseeably cause injury to Claimant; in failing and/or omitting to use appropriate care and discretion; in failing and/or omitting to properly and adequately train, supervise, instruct its police officers and/or employees; in failing and/or omitting to provide police officers with training when taking an individual into custody; in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that the people of this state and this country will not be assaulted or injured by members of the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and in failing and/or omitting to ensure that the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and their respective members will not stop, suppress or quash the people of this state and this country from freely exercising their guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly, Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and/or right to monitor and in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that citizens will not be subjected to injurious crowd control tactics

8. Upon information and belief, as a result of the aforesaid incident, the Claimant, IBRAHIM V. KHATIB, sustained bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to his nerves and nervous system. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimant requests ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60 honor and pay the claim on behalf of IBRAHIM V. KHATIB, including an award of attorneys' fees and costs pursuant to 42 USC 1988.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DATED: Buffalo, New York
July 29, 2024

IBRAHIM V. KHATIB

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
ROBERT M. CORP, ESQ.
Attorneys for Claimant
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

In the Matter of the Claim of

TIMOTHY P. GEORGER

NOTICE OF CLAIM

Claimant,

-against-

ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,
CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

TO: ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,

JUL 30 2024 PM2:1

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

PLEASE TAKE NOTICE, that TIMOTHY P. GEORGER, has and hereby makes claim against ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, and in support of said claim states the following: and

1. The Post Office address of the Claimant is

2. The attorneys for Claimant are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

3. The claim of TIMOTHY P. GEORGER is for personal injuries and civil rights violations, including without limitation, loss income and medical expenses, and for consequential, general and equitable damages generally, along with punitive damages, attorneys' fees and costs.

4. The claim arose on the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." A New York State University Police with the State University at Buffalo's police report relating to the incident is attached as Exhibit A.

5. The claim arose in substance as follows: On the 1st day of May, 2024, at approximately 4:00 p.m., the claimant TIMOTHY P. GEORGER and numerous other individuals were present and/or involved in a peaceful civic action demonstration at the State University of New York – University of Buffalo, North Campus in Amherst, New York beginning at 4:00 p.m. near the student union and, beginning around 5:00 p.m., in and around the "Flint Loop area." At approximately 8:20 p.m., the Claimant, TIMOTHY P. GEORGER, while lawfully and properly on public property, and exercising the rights and privileges guaranteed to him under the United States and New York State Constitutions, including his Rights to Freedom of Speech, Freedom of Assembly, and Freedom to Petition the Government for Redress of Grievances, his Right to Equal Protection, and his right to monitor was willfully, maliciously, intentionally and/or negligently pushed and assaulted, resulting in serious injuries and constitutional deprivations to the Claimant. Unnamed officers violently apprehended Claimant. Unnamed officers violently applied zip tie handcuffs. Despite Claimant having been apprehended by numerous officers and not resisting his arrest, Claimant was subjected to violent force by responding officers. Claimant TIMOTHY P. GEORGER was subjected to a violation of Claimant's Civil Rights under 42 USC Section 1983, assault, battery, excessive force, police brutality, freedom

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

of speech, equal protection, right to monitor, negligence, abuse of process, and failure to train and supervise, resulting in serious injuries and constitutional deprivations to Claimant.

6. The subject demonstration was compliant with the terms of UB's Picketing and Assembling Policy. Upon information and belief, SUNY Buffalo has allowed numerous other demonstrations to go forward after sunset since the Picketing and Assembling Policy was amended in April 2020.

7. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, acting individually and/or in concert, and more particularly, among other things, by violating the Constitutional rights and privileges of TIMOTHY P. GEORGER, secured, embodied and expressly guaranteed in the First, Fourth and Fourteenth Amendments of the United States Constitution and under 42 USC 1983, and Article 1, Sections 8 and 9 of the New York State Constitution by stopping, suppressing, quashing and prohibiting TIMOTHY P. GEORGER from freely exercising his guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

Assembly and Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and his right to monitor, and by using unnecessary and unlawful force in the performance of their duties as police officers; in failing to intervene; and in negligently and unlawfully pushing, assaulting and injuring the Claimant without provocation, furthermore, the incident and resultant injuries and damages were caused by those acts and omissions of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, in failing and/or omitting to be cognizant or aware that their actions or inactions would foreseeably cause injury to Claimant; in failing and/or omitting to use appropriate care and discretion; in failing and/or omitting to properly and adequately train, supervise, instruct its police officers and/or employees; in failing and/or omitting to provide police officers with training when taking an individual into custody; in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that the people of this state and this country will not be assaulted or injured by members of the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and in failing and/or omitting to ensure that the Erie County Sheriff's Office, the Amherst Police

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and their respective members will not stop, suppress or quash the people of this state and this country from freely exercising their guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly, Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and/or right to monitor and in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that citizens will not be subjected to injurious crowd control tactics

8. Upon information and belief, as a result of the aforesaid incident, the Claimant, TIMOTHY P. GEORGER, sustained bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to his nerves and nervous system. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimant requests ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60 honor and pay the claim on behalf of TIMOTHY P. GEORGER, including an award of attorneys' fees and costs pursuant to 42 USC 1988.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DATED: Buffalo, New York
July 29, 2024

TIMOTHY P. GEORGER

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
ROBERT M. CORP, ESQ.
Attorneys for Claimant
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

In the Matter of the Claim of

SOLIEGH M. DOUGHERTY

NOTICE OF CLAIM

Claimant,

-against-

ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,
CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

TO: ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

JUL 30 2024 PM2:1

CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

PLEASE TAKE NOTICE, that SOLIEGH M. DOUGHERTY, has and hereby makes claim against ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, and in support of said claim states the following: and

1. The Post Office address of the Claimant is

2. The attorneys for Claimant are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

3. The claim of SOLIEGH M. DOUGHERTY is for personal injuries and civil rights violations, including without limitation, loss income and medical expenses, and for consequential, general and equitable damages generally, along with punitive damages, attorneys' fees and costs.

4. The claim arose on the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." A New York State University Police with the State University at Buffalo's police report relating to the incident is attached as Exhibit A.

5. The claim arose in substance as follows: On the 1st day of May, 2024, at approximately 7:00 p.m., the claimant SOLIEGH M. DOUGHERTY and numerous other individuals were present and/or involved in a peaceful civic action demonstration at the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." At approximately 8:20 p.m., after unnamed officers had interrupted and prevented the completion of the group's prayer efforts, the Claimant, SOLIEGH M. DOUGHERTY, while lawfully and properly on public property, and exercising the rights and privileges guaranteed to her under the United States and New York State Constitutions, including her Rights to Freedom of Speech, Freedom of Assembly, and Freedom to Petition the Government for Redress of Grievances, her Right to Equal Protection, and her right to monitor was willfully, maliciously, intentionally and/or negligently pushed, tackled, and assaulted, resulting in serious injuries and constitutional deprivations to the Claimant. Unnamed officers violently swiped Claimant's feet from underneath her while she stood stationary, tripped Claimant, and tackled Claimant. Unnamed officers piled on Claimant and violently pushed Claimant into the ground and applied pressure to her back, shoulders, and head. Despite Claimant having been apprehended by numerous officers and not resisting her arrest, Claimant was subjected

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

to violent force by responding officers. Claimant SOLIEGH M. DOUGHERTY was subjected to a violation of Claimant's Civil Rights under 42 USC Section 1983, assault, battery, excessive force, police brutality, freedom of speech, equal protection, right to monitor, negligence, abuse of process, and failure to train and supervise, resulting in serious injuries and constitutional deprivations to Claimant.

6. The subject demonstration was compliant with the terms of UB's Picketing and Assembling Policy. Upon information and belief, SUNY Buffalo has allowed numerous other demonstrations to go forward after sunset since the Picketing and Assembling Policy was amended in April 2020.

7. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, acting individually and/or in concert, and more particularly, among other things, by violating the Constitutional rights and privileges of SOLIEGH M. DOUGHERTY, secured, embodied and expressly guaranteed in the First, Fourth and Fourteenth Amendments of the United States Constitution and under 42 USC 1983, and Article 1, Sections 8 and 9 of the New York State Constitution by stopping,

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

suppressing, quashing and prohibiting SOLIEGH M. DOUGHERTY from freely exercising her guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly and Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and her right to monitor, and by using unnecessary and unlawful force in the performance of their duties as police officers; in failing to intervene; and in negligently and unlawfully pushing, assaulting and injuring the Claimant without provocation, furthermore, the incident and resultant injuries and damages were caused by those acts and omissions of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, in failing and/or omitting to be cognizant or aware that their actions or inactions would foreseeably cause injury to Claimant; in failing and/or omitting to use appropriate care and discretion; in failing and/or omitting to properly and adequately train, supervise, instruct its police officers and/or employees; in failing and/or omitting to provide police officers with training when taking an individual into custody; in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that the people of this state and this country will not be assaulted or injured by members of the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

Police Department, and/or the Village of Hamburg Police Department, respectively, and in failing and/or omitting to ensure that the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and their respective members will not stop, suppress or quash the people of this state and this country from freely exercising their guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly, Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and/or right to monitor and in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that citizens will not be subjected to injurious crowd control tactics

8. Upon information and belief, as a result of the aforesaid incident, the Claimant, SOLIEGH M. DOUGHERTY, sustained bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system. Claimant suffered injuries to her chest, arms, and shoulders, as well as other injuries. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimant requests ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

CARUANA, AND POLICE OFFICERS JOHN DOE #1-60 honor and pay the claim on behalf of SOLIEGH M. DOUGHERTY, including an award of attorneys' fees and costs pursuant to 42 USC 1988.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DATED: Buffalo, New York
July 29, 2024

SOLIEGH M. DOUGHERTY

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
ROBERT M. CORP, ESQ.
Attorneys for Claimant
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

In the Matter of the Claim of

ELVI J. DOUGHERTY

NOTICE OF CLAIM

Claimant,

-against-

ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,
CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

TO: ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,

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Attachment: UB NOC (COM-2024-66 : Notices of Claim)

CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

PLEASE TAKE NOTICE, that ELVI J. DOUGHERTY, has and hereby makes claim against ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, and in support of said claim states the following: and

1. The Post Office address of the Claimant is

2. The attorneys for Claimant are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

3. The claim of ELVI J. DOUGHERTY is for personal injuries and civil rights violations, including without limitation, loss income and medical expenses, and for consequential, general and equitable damages generally, along with punitive damages, attorneys' fees and costs.

4. The claim arose on the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." A New York State University Police with the State University at Buffalo's police report relating to the incident is attached as Exhibit A.

5. The claim arose in substance as follows: On the 1st day of May, 2024, at approximately 7:00 p.m., the claimant ELVI J. DOUGHERTY and numerous other individuals were present and/or involved in a peaceful civic action demonstration at the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." At approximately 8:20 p.m., after unnamed officers had interrupted and prevented the completion of the group's prayer efforts, the Claimant, ELVI J. DOUGHERTY, while lawfully and properly on public property, and exercising the rights and privileges guaranteed to her under the United States and New York State Constitutions, including her Rights to Freedom of Speech, Freedom of Assembly, and Freedom to Petition the Government for Redress of Grievances, her Right to Equal Protection, and her right to monitor was willfully, maliciously, intentionally and/or negligently pushed and assaulted, resulting in serious injuries and constitutional deprivations to the Claimant. Unnamed officers violently apprehended Claimant. Unnamed officers violently applied zip tie handcuffs. Despite Claimant having been apprehended by numerous officers and not resisting her arrest, Claimant was subjected to violent force by responding officers. Claimant ELVI J. DOUGHERTY was subjected to a violation of Claimant's Civil Rights under 42 USC Section 1983, assault, battery,

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

excessive force, police brutality, freedom of speech, equal protection, right to monitor, negligence, abuse of process, and failure to train and supervise, resulting in serious injuries and constitutional deprivations to Claimant.

6. The subject demonstration was compliant with the terms of UB's Picketing and Assembling Policy. Upon information and belief, SUNY Buffalo has allowed numerous other demonstrations to go forward after sunset since the Picketing and Assembling Policy was amended in April 2020.

7. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, acting individually and/or in concert, and more particularly, among other things, by violating the Constitutional rights and privileges of ELVI J. DOUGHERTY, secured, embodied and expressly guaranteed in the First, Fourth and Fourteenth Amendments of the United States Constitution and under 42 USC 1983, and Article 1, Sections 8 and 9 of the New York State Constitution by stopping, suppressing, quashing and prohibiting ELVI J. DOUGHERTY from freely exercising her guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

Assembly and Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and her right to monitor, and by using unnecessary and unlawful force in the performance of their duties as police officers; in failing to intervene; and in negligently and unlawfully pushing, assaulting and injuring the Claimant without provocation, furthermore, the incident and resultant injuries and damages were caused by those acts and omissions of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, in failing and/or omitting to be cognizant or aware that their actions or inactions would foreseeably cause injury to Claimant; in failing and/or omitting to use appropriate care and discretion; in failing and/or omitting to properly and adequately train, supervise, instruct its police officers and/or employees; in failing and/or omitting to provide police officers with training when taking an individual into custody; in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that the people of this state and this country will not be assaulted or injured by members of the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and in failing and/or omitting to ensure that the Erie County Sheriff's Office, the Amherst Police

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and their respective members will not stop, suppress or quash the people of this state and this country from freely exercising their guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly, Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and/or right to monitor and in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that citizens will not be subjected to injurious crowd control tactics

8. Upon information and belief, as a result of the aforesaid incident, the Claimant, ELVI J. DOUGHERTY, sustained bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her nerves and nervous system. Claimant suffered injuries to her hands and wrists, as well as other injuries. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimant requests ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60 honor and pay the claim on behalf of ELVI J. DOUGHERTY, including an award of attorneys' fees and costs pursuant to 42 USC 1988.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DATED: Buffalo, New York
July 29, 2024

ELVI J. DOUGHERTY

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
ROBERT M. CORP, ESQ.
Attorneys for Claimant
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

In the Matter of the Claim of

MAJD M. AYOUB

NOTICE OF CLAIM

Claimant,

-against-

ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,
CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

TO: ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,

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Attachment: UB NOC (COM-2024-66 : Notices of Claim)

CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

PLEASE TAKE NOTICE, that MAJD M. AYOUB has and hereby makes claim against ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, and in support of said claim states the following: and

1. The Post Office address of the Claimant is

2. The attorneys for Claimant are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

3. The claim of MAJD M. AYOUB is for personal injuries and civil rights violations, including without limitation, loss income and medical expenses, and for consequential, general and equitable damages generally, along with punitive damages, attorneys' fees and costs.

4. The claim arose on the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." A New York State University Police with the State University at Buffalo's police report relating to the incident is attached as Exhibit A.

5. The claim arose in substance as follows: On the 1st day of May, 2024, at approximately 5:00 p.m., the claimant MAJD M. AYOUB and numerous other individuals were present and/or involved in a peaceful civic action demonstration at the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." At approximately 8:20 p.m., after unnamed officers had interrupted and prevented the completion of the group's prayer efforts, the Claimant, MAJD M. AYOUB, while lawfully and properly on public property, was in the process of leaving the demonstration, and was exercising the rights and privileges guaranteed to him under the United States and New York State Constitutions, including his Rights to Freedom of Speech, Freedom of Assembly, and Freedom to Petition the Government for Redress of Grievances, his Right to Equal Protection, and his right to monitor was willfully, maliciously, intentionally and/or negligently pushed, tackled, and assaulted, resulting in serious injuries and constitutional deprivations to the Claimant. Unnamed officers targeted Claimant because of his leadership role in certain student groups and because he was monitoring their conduct. Unnamed officers violently tackled Claimant. Claimant was in the process of leaving the demonstration when unnamed officers prevented Claimant from leaving the vicinity of the demonstration. Unnamed officers violently tackled Claimant to the ground.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

At least five unnamed officers violently tackled and piled on Claimant. Claimant was held down by the officers and was kicked, kneed, and struck while he laid on the ground. Despite Claimant having been apprehended by numerous officers and not resisting his arrest, Claimant was subjected to violent force by responding officers. Claimant MAJD M. AYOUB was subjected to a violation of Claimant's Civil Rights under 42 USC Section 1983, assault, battery, excessive force, police brutality, freedom of speech, equal protection, right to monitor, negligence, abuse of process, and failure to train and supervise, resulting in serious injuries and constitutional deprivations to Claimant.

6. The subject demonstration was compliant with the terms of UB's Picketing and Assembling Policy. Upon information and belief, SUNY Buffalo has allowed numerous other demonstrations to go forward after sunset since the Picketing and Assembling Policy was amended in April 2020.

7. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, acting individually and/or in concert, and more particularly, among other things, by violating the Constitutional rights and privileges of MAJD

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

M. AYOUB, secured, embodied and expressly guaranteed in the First, Fourth and Fourteenth Amendments of the United States Constitution and under 42 USC 1983, and Article 1, Sections 8 and 9 of the New York State Constitution by stopping, suppressing, quashing and prohibiting MAJD M. AYOUB from freely exercising his guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly and Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and his right to monitor, and by using unnecessary and unlawful force in the performance of their duties as police officers; in failing to intervene; and in negligently and unlawfully pushing, assaulting and injuring the Claimant without provocation, furthermore, the incident and resultant injuries and damages were caused by those acts and omissions of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, in failing and/or omitting to be cognizant or aware that their actions or inactions would foreseeably cause injury to Claimant; in failing and/or omitting to use appropriate care and discretion; in failing and/or omitting to properly and adequately train, supervise, instruct its police officers and/or employees; in failing and/or omitting to provide police officers with training when taking an individual into custody; in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that the people of this state and this country will not be

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

assaulted or injured by members of the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and in failing and/or omitting to ensure that the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and their respective members will not stop, suppress or quash the people of this state and this country from freely exercising their guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly, Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and/or right to monitor and in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that citizens will not be subjected to injurious crowd control tactics

8. Upon information and belief, as a result of the aforesaid incident, the Claimant, MAJD M. AYOUB, sustained bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to his nerves and nervous system. Claimant suffered serious injuries to his shoulders, arms, torso, and hips, and was unable to breathe for an extended period of time. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimant requests ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60 honor and pay the claim on behalf of MAJD M. AYOUB, including an award of attorneys' fees and costs pursuant to 42 USC 1988.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DATED: Buffalo, New York
July 29, 2024

MAJD M. AYOUB

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
ROBERT M. CORP, ESQ.
Attorneys for Claimant
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

In the Matter of the Claim of

JAY M. AYOUB

NOTICE OF CLAIM

Claimant,

-against-

ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,
CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

TO: ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,

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Attachment: UB NOC (COM-2024-66 : Notices of Claim)

CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

PLEASE TAKE NOTICE, that JAY M. AYOUB, has and hereby makes claim against ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, and in support of said claim states the following: and

1. The Post Office address of the Claimant is

2. The attorneys for Claimant are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

3. The claim of JAY M. AYOUB is for personal injuries and civil rights violations, including without limitation, loss income and medical expenses, and for consequential, general and equitable damages generally, along with punitive damages, attorneys' fees and costs.

4. The claim arose on the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." A New York State University Police with the State University at Buffalo's police report relating to the incident is attached as Exhibit A.

5. The claim arose in substance as follows: On the 1st day of May, 2024, at approximately 6:30 p.m., the claimant JAY M. AYOUB and numerous other individuals were present and/or involved in a peaceful civic action demonstration at the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." At approximately 8:20 p.m., after unnamed officers had interrupted and prevented the completion of the group's prayer efforts, the Claimant, JAY M. AYOUB, while lawfully and properly on public property, and exercising the rights and privileges guaranteed to him under the United States and New York State Constitutions, including his Rights to Freedom of Speech, Freedom of Assembly, and Freedom to Petition the Government for Redress of Grievances, his Right to Equal Protection, and his right to monitor was willfully, maliciously, intentionally and/or negligently pushed, tackled, kicked, kneed, punched, and assaulted, resulting in serious injuries and constitutional deprivations to the Claimant. Unnamed officers violently tackled Claimant and struck Claimant repeatedly, including in the shoulders. Unnamed officers violently piled on Claimant, rendering breathing very difficult and causing him to fear for his life for a prolonged period. Despite Claimant having been apprehended by numerous officers and not resisting his arrest, Claimant was subjected to violent force by responding officers. Claimant JAY M.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

AYOUB was subjected to a violation of Claimant's Civil Rights under 42 USC Section 1983, assault, battery, excessive force, police brutality, freedom of speech, equal protection, right to monitor, negligence, abuse of process, and failure to train and supervise, resulting in serious injuries and constitutional deprivations to Claimant.

6. The subject demonstration was compliant with the terms of UB's Picketing and Assembling Policy. Upon information and belief, SUNY Buffalo has allowed numerous other demonstrations to go forward after sunset since the Picketing and Assembling Policy was amended in April 2020.

7. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, acting individually and/or in concert, and more particularly, among other things, by violating the Constitutional rights and privileges of JAY M. AYOUB, secured, embodied and expressly guaranteed in the First, Fourth and Fourteenth Amendments of the United States Constitution and under 42 USC 1983, and Article 1, Sections 8 and 9 of the New York State Constitution by stopping, suppressing, quashing and prohibiting JAY M. AYOUB from freely exercising his guaranteed United

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly and Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and his right to monitor, and by using unnecessary and unlawful force in the performance of their duties as police officers; in failing to intervene; and in negligently and unlawfully pushing, assaulting and injuring the Claimant without provocation, furthermore, the incident and resultant injuries and damages were caused by those acts and omissions of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, in failing and/or omitting to be cognizant or aware that their actions or inactions would foreseeably cause injury to Claimant; in failing and/or omitting to use appropriate care and discretion; in failing and/or omitting to properly and adequately train, supervise, instruct its police officers and/or employees; in failing and/or omitting to provide police officers with training when taking an individual into custody; in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that the people of this state and this country will not be assaulted or injured by members of the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and in failing and/or omitting to ensure

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

that the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and their respective members will not stop, suppress or quash the people of this state and this country from freely exercising their guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly, Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and/or right to monitor and in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that citizens will not be subjected to injurious crowd control tactics

8. Upon information and belief, as a result of the aforesaid incident, the Claimant, JAY M. AYOUB, sustained severe bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to his nerves and nervous system; and more particularly, Claimant, JAY M. AYOUB, sustained injuries in the nature of inability to breathe, serious shoulder and arm injuries, and other injuries. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimant requests ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60 honor and pay the claim on

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

behalf of JAY M. AYOUB, including an award of attorneys' fees and costs pursuant to 42 USC 1988.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DATED: Buffalo, New York
July 29, 2024

JAY M. AYOUB

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
ROBERT M. CORP, ESQ.
Attorneys for Claimant
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

In the Matter of the Claim of

YOUSEF A. AHMED

NOTICE OF CLAIM

Claimant,

-against-

ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,
CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

TO: ERIE COUNTY,
ERIE COUNTY SHERIFF'S OFFICE,
TOWN OF AMHERST,
AMHERST POLICE DEPARTMENT,
CITY OF BUFFALO,
BUFFALO POLICE DEPARTMENT,
VILLAGE OF KENMORE,
KENMORE POLICE DEPARTMENT,
TOWN OF TONAWANDA,
TOWN OF TONAWANDA POLICE DEPARTMENT,

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Attachment: UB NOC (COM-2024-66 : Notices of Claim)

CITY OF TONAWANDA,
CITY OF TONAWANDA POLICE DEPARTMENT,
TOWN OF HAMBURG,
HAMBURG POLICE DEPARTMENT,
VILLAGE OF HAMBURG,
VILLAGE OF HAMBURG POLICE DEPARTMENT,
POLICE OFFICER SEAN FORD,
POLICE OFFICER MICHAEL MARITATO,
POLICE OFFICER BRADLEY CARUANA,
POLICE OFFICERS JOHN DOE #1-60

PLEASE TAKE NOTICE, that YOUSEF A. AHMED, has and hereby makes claim against ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, and in support of said claim states the following: and

1. The Post Office address of the Claimant is

2. The attorneys for Claimant are LIPSITZ GREEN SCIME CAMBRIA LLP, and their Post Office address is 42 Delaware Avenue, Suite 120, Buffalo, New York 14202-3924.

3. The claim of YOUSEF A. AHMED is for personal injuries and civil rights violations, including without limitation, loss income and medical expenses, and for

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

consequential, general and equitable damages generally, along with punitive damages, attorneys' fees and costs.

4. The claim arose on the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." A New York State University Police with the State University at Buffalo's police report relating to the incident is attached as Exhibit A.

5. The claim arose in substance as follows: On the 1st day of May, 2024, at approximately 5:00 p.m., the claimant YOUSEF A. AHMED and numerous other individuals were present and/or involved in a peaceful civic action demonstration at the State University of New York – University of Buffalo, North Campus in Amherst, New York in and around the "Flint Loop area." At approximately 8:20 p.m., after unnamed officers had interrupted and prevented the completion of the group's prayer efforts, the Claimant, YOUSEF A. AHMED, while lawfully and properly on public property, was in the process of leaving the demonstration and walked towards Capen Hall, and was exercising the rights and privileges guaranteed to him under the United States and New York State Constitutions, including his Rights to Freedom of Speech, Freedom of Assembly, and Freedom to Petition the Government for Redress of Grievances, his Right to Equal Protection, and his right to monitor was willfully, maliciously, intentionally and/or negligently pushed, tackled, and assaulted, resulting in serious injuries and constitutional deprivations to the Claimant. Unnamed officers targeted Claimant because of his leadership role in certain student groups and because he was videotaping their conduct. Unnamed officers violently tackled Claimant. Claimant was in the process of leaving the demonstration when unnamed officers locked/blocked the doors to Capen Hall, preventing Claimant from leaving the vicinity of the demonstration. Unnamed officers chased Claimant along the sidewalk area outside Capen Hall and violently tackled Claimant to the ground. At least four unnamed

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

officers violently tackled and piled on Claimant. Claimant was held down by the officers and was kicked, kneed, and struck while he laid on the ground, unable to breathe. Despite Claimant having been apprehended by numerous officers and not resisting his arrest, Claimant was subjected to violent force by responding officers. Claimant YOUSEF A. AHMED was subjected to a violation of Claimant's Civil Rights under 42 USC Section 1983, assault, battery, excessive force, police brutality, freedom of speech, equal protection, right to monitor, negligence, abuse of process, and failure to train and supervise, resulting in serious injuries and constitutional deprivations to Claimant.

6. The subject demonstration was compliant with the terms of UB's Picketing and Assembling Policy. Upon information and belief, SUNY Buffalo has allowed numerous other demonstrations to go forward after sunset since the Picketing and Assembling Policy was amended in April 2020.

7. Upon information and belief, the incident herein described and the resultant injuries and damages sustained were caused as a result of the negligence, carelessness, recklessness and/or unlawful conduct on the part of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, acting individually and/or in concert, and more particularly, among other things, by violating the Constitutional rights and privileges of

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

YOUSEF A. AHMED, secured, embodied and expressly guaranteed in the First, Fourth and Fourteenth Amendments of the United States Constitution and under 42 USC 1983, and Article 1, Sections 8 and 9 of the New York State Constitution by stopping, suppressing, quashing and prohibiting YOUSEF A. AHMED from freely exercising his guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly and Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and his right to monitor, and by using unnecessary and unlawful force in the performance of their duties as police officers; in failing to intervene; and in negligently and unlawfully pushing, assaulting and injuring the Claimant without provocation, furthermore, the incident and resultant injuries and damages were caused by those acts and omissions of the agents, servants and/or employees of ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60, in failing and/or omitting to be cognizant or aware that their actions or inactions would foreseeably cause injury to Claimant; in failing and/or omitting to use appropriate care and discretion; in failing and/or omitting to properly and adequately train, supervise, instruct its police officers and/or employees; in failing and/or omitting to provide police officers with training when taking an individual into custody; in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that the people of this state and this country will not be

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

assaulted or injured by members of the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and in failing and/or omitting to ensure that the Erie County Sheriff's Office, the Amherst Police Department, the Kenmore Police Department, the Town of Tonawanda Police Department, the City of Tonawanda Police Department, the Hamburg Police Department, and/or the Village of Hamburg Police Department, respectively, and their respective members will not stop, suppress or quash the people of this state and this country from freely exercising their guaranteed United States and New York Constitutional rights of Freedom of Speech, Freedom of Assembly, Freedom to Petition the Government for Redress of Grievances, Right to Equal Protection, and/or right to monitor and in failing and/or omitting to establish, implement and enforce policies, rules, regulations and standards to ensure that citizens will not be subjected to injurious crowd control tactics

8. Upon information and belief, as a result of the aforesaid incident, the Claimant, YOUSEF A. AHMED, sustained bodily injuries and was painfully and seriously injured; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to his nerves and nervous system. Claimant suffered serious injuries to his thumb, hands, head, and brain and was unable to breathe for an extended period of time. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimant requests ERIE COUNTY, ERIE COUNTY SHERIFF'S OFFICE, TOWN OF AMHERST, AMHERST POLICE DEPARTMENT, CITY OF BUFFALO, BUFFALO POLICE DEPARTMENT, VILLAGE OF KENMORE, KENMORE POLICE DEPARTMENT, TOWN OF TONAWANDA, TOWN OF TONAWANDA POLICE DEPARTMENT, CITY OF TONAWANDA, CITY OF TONAWANDA POLICE

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DEPARTMENT, TOWN OF HAMBURG, HAMBURG POLICE DEPARTMENT, VILLAGE OF HAMBURG, VILLAGE OF HAMBURG POLICE DEPARTMENT, POLICE OFFICER SEAN FORD, POLICE OFFICER MICHAEL MARITATO, POLICE OFFICER BRADLEY CARUANA, AND POLICE OFFICERS JOHN DOE #1-60 honor and pay the claim on behalf of YOUSEF A. AHMED, including an award of attorneys' fees and costs pursuant to 42 USC 1988.

Attachment: UB NOC (COM-2024-66 : Notices of Claim)

DATED: Buffalo, New York
July 29th, 2024

YOUSEF A. AHMED

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
ROBERT M. CORP, ESQ.
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