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, September 16, 2024 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on September 16, 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	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Samuel A. Alba	Town of Amherst	Interim Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	

V. MINUTES APPROVAL

1. Tuesday, September 03, 2024

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

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 (2)

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**
    Membership is full.

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**
    Membership is full.

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

30. **Zoning Board of Appeals**

X. PUBLIC EXPRESSION

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 7:01 PM.

The following speakers addressed the Town Board:
Frank Belliotti, 61 Old Lyme - Amherst Government Financial Advisory Board

Tom Weisbeck, 48 Drawbridge - streetlights & cost of outside counsel
Tom Frank, Main St - Resolution 2024-760 & 761
Danne Farrell, 92 Parkhaven Dr - 9/11 Ceremony & Veterans Ceremony
Matt Plunkett, 299 Northill Dr - Resolution 2024-741
Paul Francavilla, 70 Cimarand Dr - Station 12 & Costco update
Jane Cox, 4584 Harlem Rd - Main Street Corridor project
Don Smith, 201 N Long St - Budget Transparency Law & CIP budget
Shelly Schratz, 1952 Kensington Ave - 2025 budget
Samantha Smith, 60 Fruehauf Ave - Main Street Corridor project
Dennis Hoban, 216 California Dr - Royal Parkway project & Westwood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 7:36 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

1. Resolution 2024-739

Amherst Recycling & Waste Committee Appointments

WHEREAS, the purpose of the Amherst Recycling & Waste Committee (R&W) is to advise the Amherst Town Board on all aspects of municipal solid waste affecting the Town and to monitor, make recommendations regarding the Town's activities relating to environmental issues which affect or impact the residents; and

WHEREAS, to also investigate methods of recycling, waste stream reduction, household hazardous waste collection and consider new technologies for handling municipal solid waste; and

WHEREAS, the Recycling & Waste Committee meets monthly to review and advise the Town Board accordingly; and

WHEREAS, the Recycling & Waste Committee consists of a maximum of twelve (12) members appointed by the Town Board majority to serve a three (3) year term; and

WHEREAS, members' terms will expire on a staggered schedule to maintain consistency on the board with information and history shared as needed; and

WHEREAS, the R&W currently has a Board of eight (8) members, who shall continue to serve until their term of appointment expires; and

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

WHEREAS, as Superintendent of Highway, Steven Floss will serve in the capacity of a resource person (O) to the Committee till his term has concluded.

WHEREAS, Diana Manus, Kim Luangpakdy, Mary Fisher, and Kim Ferullo have expressed interest in serving on the Recycling & Waste Committee;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Diana Manus, Kim Luangpakdy, Mary Fisher, and Kim Ferullo to the Amherst Recycling & Waste Committee, term to conclude on December 31, 2027.

9/16/2024
Consent

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

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2024-740

Permission to File Applications for Zoning and Environmental Permitting (1265 Smith Road)

WHEREAS, on February 5, 2023 this Town Board authorized the Town Supervisor to execute a site access agreement to Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless to permit them to evaluate the feasibility of establishing a cellular communications tower on

town owned land at 1265 Smith Road to address a serious communications gap for its cellular customers, AND

WHEREAS, Verizon Wireless has completed its feasibility analysis and would like to file a special use permit application and a wetland permit application to initiate the review and approval process with the Town of Amherst and other review agencies, AND

WHEREAS, this Town Board supports the need to address the cellular communication gaps within the Town, particularly in north east Amherst where emergency service communications are compromised,

NOW THEREFORE BE IT RESOLVED, that this Town Board grants permission to Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless to file a special use permit with the Amherst Zoning Board of Appeals, and authorizes the Town Supervisor to sign a wetlands permit application, for consideration by the NYSDEC and USACOE for the proposed cellular communications tower.

9/16/2024
Consent

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

2. Resolution 2024-741

Consulting Agreement with Nora B, Robshaw, Esq. (CRS #5054)

AGENDA ITEM : SEPTEMBER 16th, 2024

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 10, 2024**

RE: **Consulting Agreement Between The Town of Amherst and Nora B. Robshaw, Esq. (CRS #5054)**
9.19.2024-09.18.2025

Kindly adopt a resolution authorizing the Supervisor to execute the attached Consulting Agreement with Nora B. Robshaw, Esq. at a cost not to exceed $20,000 per calendar year pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (**Agenda Item - September 16, 2024**) *(w/attachment)*

9/16/2024
Consent

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

B. TOWN CLERK:

1. Resolution 2024-742

Amusement License - Unitarian Universalist Church of Amherst

Request by the Unitarian Universalist Church of Amherst to hold an outdoor event at 6320 Main Street on Saturday, September 28 from 12 PM to 6 PM.

Supervising Code Enforcement Officer recommends a fee of $25.00.

The following conditions apply:
1. Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
2. That all fire lanes be kept clear at all times.
3. For any tents in excess of 400 square feet bring used, a fire prevention tent permit must be obtained.
4. All temporary power must be code compliant.
5. Bathroom facility must be made available & accessible.
6. On site accessible parking must be maintained.
7. Vehicle impact protection must be provided for the guest area.
8. Fire Department access must be maintained at all times in the event of an emergency.
9. Events with 1,000 guests or more will be require "Crowd Managers "per the 2020 FCNYS.
10. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

9/16/2024
Consent

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

2. Resolution 2024-743

New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Amherst and resides in the East Amherst Fire district.

Franklin Grandy
1050 Klein Road
Williamsville, NY 14221

9/16/2024
Consent

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

3. Resolution 2024-744

New Firefighter for Swormville Fire Company

New firefighter for the Swormville Fire Company lives in the Town of Amherst and resides within the Swormville Fire district.

Hunter S. Tremblett
2375 Dodge Road
East Amherst, NY 14051

9/16/2024
Consent

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

4. Resolution 2024-745

New Firefighters for Getzville Fire Company

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

Michael Rudloff-Rico
1265 Sweet Home Road
Amherst, NY 14228

Bangyu Qz
68 Stonington Lane, Apt 6
Getzville, NY 14068

9/16/2024
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2024-746

Toshiba KIP Plotter

Requesting Town Board approval to accept an extension for CRS ID #3767 CMS ID #3441 renewed maintenance agreement with Toshiba for our KIP Plotter.

9/16/2024
Consent

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

2. Resolution 2024-747

Award of Bid - Senior Center Cafe Renovation Award of Bid – Hayes Construction Services – General Contract Senior Center Café Renovation – Capital Improvements TOA Project No. 2023-F-17.1

On August 29th, 2024, bids were received for the above referenced project. After a review of five (5) bids received (bid tabulation attached), we recommend award of this contract to **Hayes Construction Services Corp.,** 656 Genesee St, Buffalo NY 14211, in the amount of **$186,500.00**.

We conducted a de-scope meeting on September 4, 2024 with the contractor and find them to be a responsible bidder. The project scope includes renovation of a classroom space - converting it to a café space, all as identified in the bid documents. Only base bid work will be awarded.

Funding for this contract shall be from account **KP2349**, and work is expected to be completed by the end of 2024.

9/16/2024
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2024-748

Budget Transfers and Amendments

For September 16, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 09/11/2024
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:***

A8020.02770 Planning- Other Rev $2,691.25 A8020.05001 Refund of CY Exp $2,691.25
To reclass the budget for proper recording of refund of current year expense.

A1990.4000 General Fund - Contingency $3,400 A7450.2150 Buildings Improvements $3,400
To transfer funds from contingency to Shaw Building for repair of heat exchanger.

D5130.4430 Highway - Rnge, Photo, Sewer Pipe $1,500 D5110.4430 Rnge, Photo, Sewer Pipe $3,500
D5142.4430 Rnge, Photo, Sewer Pipe $2,000
Requested per department.

A6772.4220 Senior Center - Bldgs. & Grounds $15,500 A6772.9000 Interfund Transfers $15,500
To transfer funds into KP2349 Senior Center Café project.

BUDGET AMENDMENTS - 2024

INCREASE: ***INCREASE:***

A7253.03826 Ice Rink - Grant Rev $15,090.00 A7253.4000 Contractual $15,090.00
To setup budget for grant from National Grid for energy efficient lighting systems, CRS# 5039.

N2341.02785 AMH 1st Time Homebuyer- PI $4,500.00 N2341.4000 Contractual $4,500.00
N2354.02785 HOME Admin- PI $500.00 N2354.4003 10% Admin $500.00
To recognize Community Development program income from 10 Lorfield, Amherst.

N2323.02785 CDBG & VG- PI $170.00 N2323.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.

N2344.02785 Cheek Housing- PI $12,929.40 N2344.4000 Contractual $12,929.40
N2349.02785 Cheek Admin- PI $1,436.60 N2349.4003 10% Admin $1,436.60
To recognize Community Development program income from 486 Roycroft, Cheektowaga.

KP2349.05031 Interfund Transfers $15,500 KP2349.4972 Construction $15,500
To transfer funds from A6772 into KP2349 Senior Center Café project.

9/16/2024
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2024-749

Award Bid #2024036 Town Wide Tires, Tubes & Services - CRS #5051

WHEREAS, the Contract Compliance and Administration Department received bids on September 5, 2024 for Town Wide Tires, Tubes & Services; and

WHEREAS, the bid process resulted in responses from one (1) vendor as per the attached

bid tabulation form;

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

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Exxpress Tire 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.

9/16/2024
Consent

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

2. Resolution 2024-750

Award Bid #2024037 Golf Range Utility Vehicle & Equipment Accessories - CRS #5053

WHEREAS, the Contract Compliance and Administration Department received bids on September 5, 2024 for Golf Range Utility Vehicle & Equipment Accessories; and

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

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

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with LandPro Equipment; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the need to get this equipment on order.

9/16/2024
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2024-751

Reist Street Culvert Replacement Over Ditch 10 Bridge NY Local Project Agreement Rescind and Replace Resolution 2023-892 (CRS #4376) PIN 5765.04; Town of Amherst Job No. 2021.014 CRS No. 5055

At its October 30, 2023 meeting, the Town Board adopted Resolution 2023-892 authorizing the Supervisor to sign a State Local Agreement for above referenced project. Upon review, NYSDOT is requiring the resolution be changed to include project timeframes. As such, would you please rescind resolution 2023-892 (CRS #4376) and approve the attached, revised resolution authorizing the Supervisor to sign an agreement indicating a commitment to participate in the administration and first instance funding of the above referenced Bridge NY project?

This project is 100% reimbursable by State aid. The attached resolution authorizes the Town to provide first instance funding to cover design, right-of-way, construction and construction inspection costs. We will add a comment under the original request (CRS#4376) to reference the updated resolution once it is approved.

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

9/16/2024
Consent

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

2. Resolution 2024-752

Award of Bid – Evergreen Terrace Street Lighting Concrete Applied Technologies Corp. Dba CATCO Town of Amherst Job# 2016.054A

On September 5, 2024 bids were received for the above referenced project. After review of the two (2) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend the contract be awarded to Concrete Applied Technologies, DBA CATCO, 1266 Townline Road, Alden, NY 14004 at their low base bid amount of $1,105,790.00.

Funding is available from the project bond account KP2211-4972.

May I please have your approval to award this low contract? Thank you for considering this request.

9/16/2024
Consent

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

3. Resolution 2024-753

Award of Bid – Installation of Rectangular Rapid Flashing Beacons (RRFB) at Smith Road, Paradise Road, and Youngs Road Concrete Applied Technologies Corp. Dba CATCO Town of Amherst Job# 2020.021

On September 5, 2024 bids were received for the above referenced project. After review of the four (4) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend Locations 1 (Smith Road and Glen Oak) and Location 2 (Paradise Road and Whisperwood Drive) be awarded to Concrete Applied Technologies, DBA CATCO, 1266 Townline Road, Alden, NY 14004 at their low bid amount of $149,000.00

Funding is available from the project bond account KP2320-4972.

May I please have your approval to award this low contract? This request is pending successful completion of the contract review process. Thank you for considering this request.

9/16/2024
Consent

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

4. Resolution 2024-754

Change Order No. 01-EC – Industrial Power and Lighting Corp. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5058

In accordance with resolution 2024.712, the Town of Amherst has been awarded a $10,000 grant from the Clean Energy Community (CEC) Program for an Electric Vehicle (EV) charging station at Royal Park. We are requesting the Town Board to approve the above referenced Change Order No. 01-EC, which calls for a $25,823.24 increase in the contract amount. The change order includes a ChargePoint Level 2 charger with two ports, electrical service, and a five (5) year EV service plan.

May we please have approval for Change Order No. 01-EC for an increase in an amount not to exceed of $25,823.24? The remaining funds above the CEC grant amount are available using the Town EV Charging Bond account of KP2350-4972. Please note, the CEC Grant Funds have been added to this account as KP2350-03098.

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

Additionally, the Town's contractor is applying for National Grid's Make-Ready Program, which may fund up to 100% of the electric infrastructure costs for installing electric vehicle chargers. Should these additional funds become available, we will coordinate with the Town Comptroller to manage any awarded Make-Ready funding and reduce the above bond expenditure.

9/16/2024
Consent

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

L. FINANCE:

M. HIGHWAY

1. Resolution 2024-755

Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) John Deere Heavy Duty Flail Mower with attachments.

The purchase is from LANDPRO Equipment LLC, 9570 County Road, Clarence Center, NY 14032 through Deere and Company for a net cost of $7,516.84.

The pricing is based on NYS - Agricultural Tractors and Equipment, Contract # PC 69378 for Mosquito Control Department, H4068:2550.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this purchase after completion of the Contract Routing System CRS #5047 and approval of the Town Attorney.

9/16/2024
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2024-756

School Crossing Guard- PT (3 Positions) Police Department

Please appoint three (3) School Crossing Guards - PT to the Police Department, Effective September 17, 2024, Temporary, $15.00 ph, Step 1 for Nance Brown, Constance Perry and William Tucker.

Contingent upon completing all pre-employment requirements.

Replacing an employee who passed away and employees who retired.

9/16/2024
Consent

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

2. Resolution 2024-757

Assistant Code Enforcement Officer/Building Department

Please appoint an Assistant Code Enforcement Officer to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 17, 2024 at an annual salary of $47,036, Grade 12, Step A for Christopher Arthur.

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

Replacing an employee who retired.

9/16/2024
Consent

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

O. INFORMATION TECHNOLOGY:

1. Resolution 2024-758

Request to Use Additional Trust and Agency Funds – Account T4011

In February the Town Board authorized $750 in Trust and Agency funds for the purchase of assistive audio equipment (Resolution 2024-162), at the March 11th Town Board Meeting the Town Board authorized an additional $1,000 for back up equipment for the Council Chambers audio visual equipment (Resolution 2024-246) and at the March 25th Town Board Meeting the Town Board authorized an additional $3,000 to replace the aging computer and video capture card.

At this time we respectfully request Town Board approval to spend an additional $2,500 to cover the cost of a replacement amplifier and additional backup audio equipment.

As of September 10, 2024 the account balance was $64,908.49.

9/16/2024
Consent

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

P. PLANNING:

1. Resolution 2024-759

Set 1ST Public Hearing for FY 2025 Five Year Consolidated Plan and Annual Action Plan (Community Development Program)

Please set a public hearing date of October 15, 2024 for soliciting input on housing and community development needs in the Town. Thank you for your assistance with this matter.

9/16/2024
Consent

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

2. Resolution 2024-760

To Authorize the Supervisor to Sign the HUD 2024 HOME Investment Partnership Program Contract (HOME) CRS #5064

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Home Investment Partnerships Program funds (HOME) for Fiscal Year 2024 (April 1, 2024 to March 31, 2025) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2024 Action Plan and budget, now, therefore, be it

RESOLVED, that the Amherst Town Board hereby authorizes the Supervisor, as official representative of the Town in submitting the Action Plan and amendments thereto, and all understandings and assurances contained therein, to execute the HOME contract with the Department of Housing and Urban Development subject to satisfactory completion of the contract routing system.

9/16/2024
Consent

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

3. Resolution 2024-761

To Authorize the Supervisor to Sign the HUD 2024 Community Development Block Grant Contract (CDBG) CRS #5063

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Community Development Block Grant funds (CDBG) for Fiscal Year 2024 (April 1, 2024 to March 31, 2025) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2024 Annual Action Plan and budget, now, therefore, be it

RESOLVED that the Amherst Town Board hereby authorizes the Supervisor, as official representative of the Town in submitting the Action Plan and amendments thereto, all understandings and assurances contained therein, to execute the CDBG contract with the Department of Housing and Urban Development subject to satisfactory completion of the contract routing system.

9/16/2024
Consent

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

Q. POLICE:

1. Resolution 2024-762

Training & Travel Request Gun Involved Violence Elimination (GIVE) Symposium

TOWN BOARD AGENDA ITEM : SEPTEMBER 16, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
Gun Involved Violence Elimination (GIVE) Symposium

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled course. This course is being held in Albany, New York from September 16, 2024 through September 20, 2024. The cost for this training and travel is $1,547.00.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 16, 2024)**

9/16/2024
Consent

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

R. SENIOR SERVICES:

1. Resolution 2024-763

Approval to Use Trust and Agency Funds

We respectfully request Town Board and the Supervisors permission to use funds from the Trust and Agency Account to purchase Gift Cards for the University Express classes.
A donation from the Amherst Generations Foundation was made to cover the cost.

9/16/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and approved via Roll Call vote 4-0-1 (Marinucci, abstain).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 0]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala
ABSTAIN:	Marinucci

2. Resolution 2024-764

Approval to Use Trust and Agency Funds

We respectfully request Town Board and the Supervisors permission to use funds from the Trust and Agency account to purchase gift cards for the Annual Volunteer Appreciation event. A donation from the Amherst Generations Foundation was made to cover the cost.

9/16/2024
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2024-765

Travel Request - Required Operator Training Courses

The Engineering Department is requesting approval to send one (1) employee to attend the Basic Wastewater Operations Lab course at the North County Training Center in Dunkirk, NY through Jamestown Community College in September 2024. The total cost for the employee to attend the course is estimated to be $1,911.42, and includes registration, tolls/mileage reimbursement, and per diem.

The Engineering Department is also requesting to send another (1) employee to attend the Basic Operations training course in December 2024 at the Environmental Training Center at SUNY Morrisville in Morrisville, NY. The total cost for the employee to attend the courses is estimated to be $4,242.00, and includes registration, tolls/mileage reimbursement, lodging and per diem.

Funding for this request will be available in accounts G9916-4040 and G9916-4850.

Thank you for considering this request.

9/16/2024
Consent

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

2. Resolution 2024-766

USGS Joint Funding Agreement For Water Resource Investigations FY 2024-2025, CRS #5057

The Engineering Department is requesting Town Board approval and permission for the Supervisor to sign the above referenced Joint Funding Agreement. This agreement is for the operation and maintenance of the gaging stations with telemetry at Ellicott Creek below Williamsville (04218518) and Tonawanda Creek Rapids (04218000). The term of this agreement is October 1, 2024 to September 30, 2025.

The gaging stations are used by the Town for flood studies, and also to forecast the possibility of impending flooding. The water level monitors located in Ellicott Creek and Tonawanda Creek are extremely beneficial and necessary for our town's flood monitoring.

The Town of Amherst's share for the upcoming term will be $18,311.00 and the Town of Clarence's will be $970.00. U.S. Geological Survey contributions for this agreement are $3,795.00 for a combined total of $23,076.00. Funds are available in Account H-8000-4110.

This request is pending successful completion of the contract review process. Thank you for considering our request.

9/16/2024
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2024-767

Authorization to Pay Vendor

Due to the timing of the new town-wide dumpster contract and a miscommunication regarding which company was serving which sites and with which items, the dumpsters at the Northtown Center at Amherst and the Clearfield Community Center were not picked up at the end of the previous contract and were used into the new contract period. Please authorize the payment of invoices to Waste Management for the month of June for both locations as well as prorated invoices for one week of July.

9/16/2024
Consent

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

2. Resolution 2024-768

Service Agreement - DFC Grant

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Prevention Council of Erie County for work related to Year 4 of the town's Drug Free Communities Grant, pending successful completion of the contract routing process.

9/16/2024
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2024-77

Correspondence from Sean Hopkins, Esq. - Project at 4300 Millerpsort Highway

Letter from Sean Hopkins, Esq. regarding the creation of a lighting district for the project at 4300 Millersport Highway.

9/16/2024
Referred to Attorney, Planning, Highway, Engineering, Finance & schedule a public hearing for October 28th

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

2. Communication 2024-78

Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road

Letter from Sean Hopkins, Esq. regarding the SA Zoning Report and 455 & 495 Schoelles Road.

9/16/2024
Referred to Attorney, Planning and the Planning Board

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

3. Communication 2024-79

Notice of Claim: Lynne M. Logan and Gerard J. Logan, Her Spouse Vs. Town of Amherst Et Al.

9/16/2024
Referred to Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2024-769

Private Improvement Permit No. 3126 Sanitary Sewer – Amherst Commerce Center 2023.011/SP-2023-03

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $27,501.50.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $27,351.50; of which $23,450.00 will be held in escrow to cover the inspection costs, and the remaining amount of $3,901.50 will be deposited in the SS District account G9000-02377 to cover the televising cost.

At this time, we are asking for your approval of the application for PIP No. 3126.

Thank you for considering this request.

9/16/2024
Consent

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

2. Resolution 2024-770

Public Improvement Permit No. 3127 Storm System – Amherst Commerce Center 2023.011/SP-2023-03

Attached please find an application for a Storm System Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $38,050.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $37,900.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3127.

Thank you for considering this request.

9/16/2024
Consent

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

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 2 unlisted items. The motion was seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was opened at 7:38 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 7:39 PM.

1. Resolution 2024-771

Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership 350 LP, Et. Al V. Town of Amherst

SUSPENSION ITEM : SEPTEMBER 16th, 2024 TOWN BOARD AGENDA

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 13, 2024**

RE: **Settlement of Article 7 Matter**
Centerpointe Corporate Park Partnership
350 LP, et. al v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Stipulation of Settlement and Order with respect to Index No. 809425/2023; and

(2) Settlement of the above matter as detailed in the attached Partial Stipulation of Settlement and Order with respect to Index No. 811145/2024; and

(3) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation of Settlement and Order and Partial Stipulation of Settlement and Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Suspension Item - September 16, 2024**)
Emily Murphy, Town Assessor

9/26/2024
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 2024-772

Settlement of Article 7 Matter - Kevin J. Kobielski and Rebecca A. Kobielski V. Town of Amherst

SUSPENSION ITEM : SEPTEMBER 16th, 2024 TOWN BOARD AGENDA

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 13, 2024**

RE: **Settlement of Article 7 Matter**
Kevin J. Kobielski and Rebecca A. Kobielski v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order; and

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached

Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Suspension Item - September 16, 2024**)
Emily Murphy, Town Assessor

9/26/2024
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

XVIII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 7:39 PM.

The following speakers addressed the Town Board:
Samantha Smith, 60 Fruehauf Ave - Debt overview presentation
Don Smith, 201 N Long St - Debt overview presentation
Tom Frank, Main St - Resolution 2024-759
Andrea Morgante, 253 Woodshire Ct - Amherst Government Financial Advisory Board
Matt Plunkett, 299 Northill Dr - Board behavior
Shelly Schratz, 1952 Kensington Ave - Town's Comprehensive Plan & Westwood
Tom Weisbeck, 48 Drawbridge - streetlights

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 7:55 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The Town Board meeting of September 16, 2024 was adjourned at 8:08 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 29379 **RESOLUTION 2024-739** **ADOPTED**

Amherst Recycling & Waste Committee Appointments

WHEREAS, the purpose of the Amherst Recycling & Waste Committee (R&W) is to advise the Amherst Town Board on all aspects of municipal solid waste affecting the Town and to monitor, make recommendations regarding the Town's activities relating to environmental issues which affect or impact the residents; and

WHEREAS, to also investigate methods of recycling, waste stream reduction, household hazardous waste collection and consider new technologies for handling municipal solid waste; and

WHEREAS, the Recycling & Waste Committee meets monthly to review and advise the Town Board accordingly; and

WHEREAS, the Recycling & Waste Committee consists of a maximum of twelve (12) members appointed by the Town Board majority to serve a three (3) year term; and

WHEREAS, members' terms will expire on a staggered schedule to maintain consistency on the board with information and history shared as needed; and

WHEREAS, the R&W currently has a Board of eight (8) members, who shall continue to serve until their term of appointment expires; and

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

WHEREAS, as Superintendent of Highway, Steven Floss will serve in the capacity of a resource person (O) to the Committee till his term has concluded.

WHEREAS, Diana Manus, Kim Luangpakdy, Mary Fisher, and Kim Ferullo have expressed interest in serving on the Recycling & Waste Committee;

NOW, THEREFORE, BE IT RESOLVED that the Amherst Town Board appoints Diana Manus, Kim Luangpakdy, Mary Fisher, and Kim Ferullo to the Amherst Recycling & Waste Committee, term to conclude on December 31, 2027.

9/16/2024
Consent

FINANCIAL IMPACT:

None

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: 09/16/24 07:00 PM
Department: Planning
Initiated by: **Daniel J. Ulatowski**
Co-Sponsored by:

DOC ID: 29406 **RESOLUTION 2024-740** **ADOPTED**

Permission to File Applications for Zoning and Environmental Permitting (1265 Smith Road)

WHEREAS, on February 5, 2023 this Town Board authorized the Town Supervisor to execute a site access agreement to Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless to permit them to evaluate the feasibility of establishing a cellular communications tower on town owned land at 1265 Smith Road to address a serious communications gap for its cellular customers, AND

WHEREAS, Verizon Wireless has completed its feasibility analysis and would like to file a special use permit application and a wetland permit application to initiate the review and approval process with the Town of Amherst and other review agencies, AND

WHEREAS, this Town Board supports the need to address the cellular communication gaps within the Town, particularly in north east Amherst where emergency service communications are compromised,

NOW THEREFORE BE IT RESOLVED, that this Town Board grants permission to Bell Atlantic Mobile Systems LLC d/b/a Verizon Wireless to file a special use permit with the Amherst Zoning Board of Appeals, and authorizes the Town Supervisor to sign a wetlands permit application, for consideration by the NYSDEC and USACOE for the proposed cellular communications tower.

9/16/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29410 **RESOLUTION 2024-741** **ADOPTED**

Consulting Agreement with Nora B, Robshaw, Esq. (CRS #5054)

AGENDA ITEM : SEPTEMBER 16th, 2024

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 10, 2024**

RE: **Consulting Agreement Between The Town of Amherst and Nora B. Robshaw, Esq. (CRS #5054)**
9.19.2024-09.18.2025

Kindly adopt a resolution authorizing the Supervisor to execute the attached Consulting Agreement with Nora B. Robshaw, Esq. at a cost not to exceed $20,000 per calendar year pending successful completion of the Contract Routing System (CRS).

Thank you.

SAA:nmb
Attachment
c: Tim Koller, Deputy Town Clerk (**Agenda Item - September 16, 2024**)
(w/attachment)

9/16/2024
Consent

FINANCIAL IMPACT:

$160/hour at a cost NTE $20,000 per calendar year (2024/2025) - A1420.4090

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

Attachment: AgreementforConsultingServices.Robshawrevised (RES-2024-741 : Consulting Agreement with Nora B, Robshaw, Esq. (CRS#

AGREEMENT FOR CONSULTING SERVICES

This Agreement made this _____ day of September 2024, by and between the Town of Amherst, County of Erie, State of New York with offices located at 5583 Main Street, Williamsville, New York 14221 (Town) and Nora B. Robshaw, Esq. (Robshaw), 125 Smallwood Drive, Amherst, New York 14226.

1) **Scope of Services.**

Robshaw shall provide legal services to the Town of Amherst, including but not limited to the Town of Amherst Attorney's Office, and shall perform designated legal work as specified by this Agreement in accordance with New York State Law. These services will be primarily devoted to assisting the Town Attorney's Office with performing the duties associated with prosecuting in the Town of Amherst Town Court and legal consult relative to various matters, as necessary.

2) **Term of Services to be provided.**

Services will be provided by Robshaw from September 19, 2024 until September 18, 2025, unless this Agreement is extended in writing. All legal services provided shall be provided only as requested. In performing these services, Robshaw shall comply with the Handling Guidelines applicable to outside counsel in effect during this Agreement.

3) **Ownership or Records.**

All data, note cards, notes, drawings, specifications, and other documents, including those in electronic form, prepared by Robshaw shall be deemed the property of the Town and Robshaw shall not be considered the owner of any such materials, nor shall she retain any common law statutory right therein, including copyright, patent or trademark rights.

4) **Access to Virtual Private Network and Law Department Files.**

During the duration of this Agreement, Robshaw shall be granted access to such files and databases as mutually agreed upon by Robshaw and the Interim Town Attorney and/or Town Attorney which shall be downloaded to a Town owned laptop, as well as access to electronic legal research databases used by the Town Attorney's Office. Robshaw shall backup such files and databases using equipment provided by the Town and as indicated by its Department of information Technology. Robshaw may request access to additional files and such requests shall be reviewed by the Interim Town Attorney and/or Town Attorney and if determined to be necessary shall be provided to Robshaw through the Town's file exchange program for Robshaw to download to a laptop. All Town owned equipment provided to Robshaw shall be returned to the Town promptly and no later than five (5) business days from the termination of this Agreement.

Attachment: AgreementforConsultingServices.Robshawrevised (RES-2024-741 : Consulting Agreement with Nora B, Robshaw, Esq. (CRS#

5) **Termination.**

Either party may terminate this Agreement, only for cause, cause being defined as default of the other party of the terms of this Agreement, upon sixty (60) days written notice to the other party of alleged default, or upon the death or incapacity of Robshaw. If the party so notified fails to cure such default within sixty (60) days from receipt of such notice, this Agreement shall be terminated. Upon termination by either party, both Robshaw and the Town shall act in good faith with each other to cooperate in the orderly transfer of records.

6) **Reimbursement of Expenses.**

The Town shall reimburse Robshaw for any and all reasonable expenses he incurs in performing this Agreement as defined as reimbursable expenses in the outside Billing Guidelines in place for outside counsel. Such expenses will be billed by Robshaw in the invoices he provides to the Town.

7) **Compensation.**

Robshaw agrees to be paid $160.00 per hour for services rendered under this Agreement and the Town agrees to pay this amount. An invoice will be e-mailed by Robshaw to the Town Attorney's Office on or about the first business day of each month reflecting the work performed in the prior month. Payment is due thirty (30) days from the date the invoice

Attachment: AgreementforConsultingServices.Robshawrevised (RES-2024-741 : Consulting Agreement with Nora B, Robshaw, Esq. (CRS#

is submitted. The invoice must conform to the Billing Guidelines in effect for outside counsel in effect during this Agreement.

8) **Indemnification.**

To the fullest extent permitted by law, Robshaw shall indemnify, defend, and hold the Town harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon her or the Town, its officers, agents, and/or employees, arising out of her work under this Agreement.

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

10) The Consultant, in accordance with its status as an independent Consultant, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers'

Attachment: AgreementforConsultingServices.Robshawrevised (RES-2024-741 : Consulting Agreement with Nora B, Robshaw, Esq. (CRS#

compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

11) 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.

12) This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Erie county and/or the Town of Amherst shall apply as applicable. Any and all legal action necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New York or in the United States District Court for the Western District of New York, Buffalo Division.

Attachment: AgreementforConsultingServices.Robshawrevised (RES-2024-741 : Consulting Agreement with Nora B, Robshaw, Esq. (CRS#

13) 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 September ___ 2024. 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. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of the Town of Amherst.

_____ _____

Nora B. Robshaw **Brian J. Kulpa, Town Supervisor**

Attachment: AgreementforConsultingServices.Robshawrevised (RES-2024-741 : Consulting Agreement with Nora B, Robshaw, Esq. (CRS#

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29416 **RESOLUTION 2024-742** **ADOPTED**

Amusement License - Unitarian Universalist Church of Amherst

Request by the Unitarian Universalist Church of Amherst to hold an outdoor event at 6320 Main Street on Saturday, September 28 from 12 PM to 6 PM.

Supervising Code Enforcement Officer recommends a fee of $25.00.

The following conditions apply:
1. Food Trucks must have a current Town of Amherst Food Vendor License and have the current inspection sticker affixed to the vehicle.
2. That all fire lanes be kept clear at all times.
3. For any tents in excess of 400 square feet bring used, a fire prevention tent permit must be obtained.
4. All temporary power must be code compliant.
5. Bathroom facility must be made available & accessible.
6. On site accessible parking must be maintained.
7. Vehicle impact protection must be provided for the guest area.
8. Fire Department access must be maintained at all times in the event of an emergency.
9. Events with 1,000 guests or more will be require "Crowd Managers "per the 2020 FCNYS.
10. The applicant must abide by Chapter 138 of the Town of Amherst Code regarding noise.

9/16/2024
Consent

FINANCIAL IMPACT:

Income to the Town

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

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

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

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

Agenda Item

DATE: September 11, 2024

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 6320 Main Street, Unitarian Universalist Church of Amherst

In response to the Amusement License Application dated September 8, 2024 from Wendy Scott,

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

With the event being on September 28, 2024 from 12:00 pm until 6:00 pm in the parking lot of the address noted above, I would recommend a fee of $25.00.

I would recommend that the following conditions be stated:

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

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

Douglas Gesel, Supervising Code Enforcement Officer
cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: DOC091124-09112024093043 (RES-2024-742 : Amusement License - Unitarian Universalist Church of Amherst)

Town of Amherst
Amusement License Application

Organization or Resident: Unitarian Universalist Church of Amhers

Address of Event: 6320 Main Street Wmvle NY 14221

Describe Event: Theme: to encourage people to enjoy nature, improv their daily level of sustainable actions, learn about the environment with vendors, nonprofits, crafts, kids' activities, nature walks, Green Cafe

List All Dates: Sat. Sept. 28 from 12 noon till 6pm
day/month/year & day of week

Number of Occasions: 1

Time (Start & End): 12 noon - 6pm

PLEASE ATTACH A SITE PLAN WITH DESIGNATED AREA FOR EVENT

Name of Organizer Wendy Scott, Karen Thompson UU Church of Amherst Green Justice Team

Address (WScott) 124 Sanders Road 14216

Phone Number _____

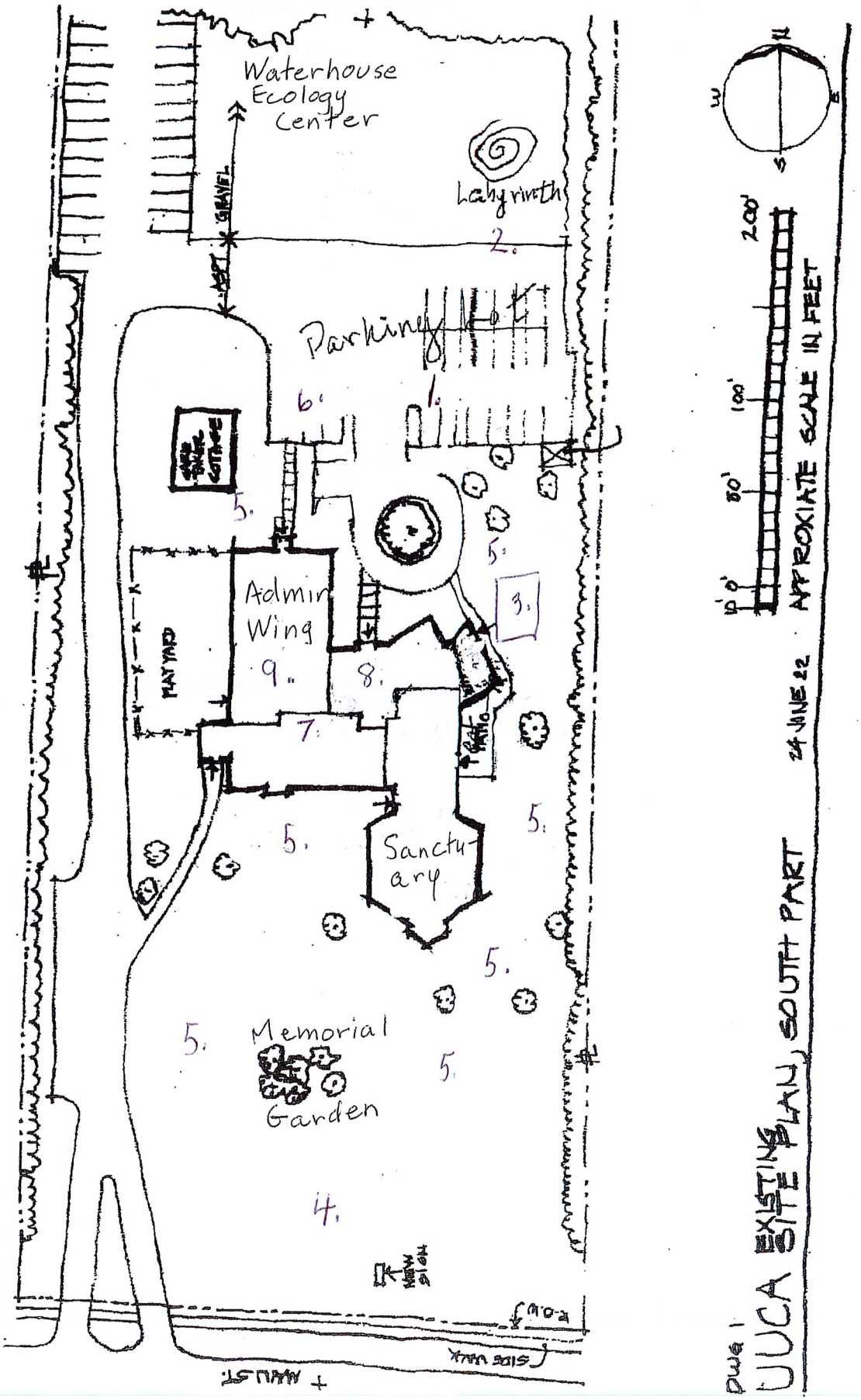
Signature of Organizer Wendy Scott

Date 9/8/2024

Office use only:
Submitted to Police & Building _____
Fee determined by Town Board _____
Business or Resident notified _____
Payment Rcvd _____
License issued and mailed out _____

Attachment: DOC091124-09112024093043 (RES-2024-742 : Amusement License - Unitarian Universalist Church of Amherst)

Amusement License Application 9/8/2024
Unitarian Universalist Ch of Amh. 6320 Main St.



1. Registration & Info table
2. Goats
3. Craft tent.
4. Bounce house & Kids' area
5. Vendors
6. Folk dancing
7. Rest Rooms
8. Basket Raffle
9. Rummage Sale

Attachment: DOC091124-09112024093043 (RES-2024-742 : Amusement License - Unitarian Universalist Church of Amherst)

Brownson, Ashley

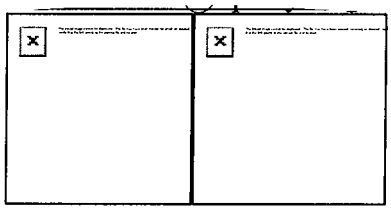
From: Scott Chamberlin
Sent: Monday, September 9, 2024 2:13 PM
To: Brownson, Ashley
Cc: Parnell, Bryan; Gesel, Doug
Subject: Re: Amusement License- Unitarian Universalist Church of Amherst

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

Yes, I approve.

Regards,

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



On Mon, Sep 9, 2024 at 12:29 PM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

> Good Afternoon,
>
> Please review the application and map for an amusement license on September 28, 2024. Please send any written comments back to me as soon as possible so I can place this on the earliest Town Board meeting.
>
> Thank you!
>
> Ashley Brownson
> Tax Supervising Clerk
> Town of Amherst
> 716-631-7048

Attachment: DOC091124-09112024093043 (RES-2024-742 : Amusement License - Unitarian Universalist Church of Amherst)

TOWN OF AMHERST
FIRE SAFETY DIVISION
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

(p) (716) 631-7140
(f) (716) 631-7192
bparnell@amherst.ny.us
amherst.ny.us/firesafety

Memorandum

Date: 9/11/2024

From: Bryan W. Parnell

Sr. Fire Inspector

To: Doug Gesel

Re: 6320 Main St

In review of the Amusement License

1. Crowds over 1000 people will require certified Crowd Managers.
2. Tents over 400 square feet will require a fire prevention permit.
3. Additional fire extinguishers may be required in the vendor's area.
4. If food truck are used they must be town licensed.

Attachment: DOC091124-09112024093043 (RES-2024-742 : Amusement License - Unitarian Universalist Church of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29390 **RESOLUTION 2024-743** **ADOPTED**

New Firefighter for East Amherst Fire Department

New firefighter for the East Amherst Fire Department lives in the Town of Amherst and resides in the East Amherst Fire district.

Franklin Grandy
1050 Klein Road
Williamsville, NY 14221

9/16/2024
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Franklin Grandy

Applicant Home Address: 1050 Klien Road, Amherst, NY 14221

Under penalty of perjury I, Franklin Grandy affirm I am an applicant to be a member of the, East Amherst Fire Department (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: _____

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: _____
Kenneth Rusin

Title: President

Date: 9-2-2024

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

Attachment: Residency Verification - Grandy (RES-2024-743 : New Firefighter for East Amherst Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29395 **RESOLUTION 2024-744** **ADOPTED**

New Firefighter for Swormville Fire Company

New firefighter for the Swormville Fire Company lives in the Town of Amherst and resides within the Swormville Fire district.

Hunter S. Tremblett
2375 Dodge Road
East Amherst, NY 14051

9/16/2024
Consent

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

Swormville Fire Company

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 **Fax:** (716) 688-4736

Clerk- Karen Hawes
Town of Clarence
1 Town Place
Clarence NY, 14031

Dear, Karen Hawes

Please allow this letter to serve as notification that the following individual has joined the Swormville Fire Company as an active member. Please add their information to your records.

Hunter S Tremblett
(Name)

2375 Dodge Rd
(Address)

E. Amherst, N.Y. 14051

The residency verification forms are enclosed. I can be reached at (716) 206-2540 with any questions.

Thank you for your assistance in this matter.

Sincerely,

Robert J Lindh

Membership Committee

Attachment: img-906114200-0001 (RES-2024-744 : New Firefighter for Swormville Fire Company)

Swormville Fire Company

6971 Transit Rd
East Amherst, New York 14051
Phone: (716) 688-7055 **Fax:** (716) 688-4736

STATEMENT OF VOLLUNTEER FIRE COMPANY OFFICIAL

Hunter S Tremblett
(Name)

2375 Dodge Rd.
(Address)

E. Amherst, N.Y. 14051

The address of the applicant listed above is within the fire protection district or territory protected by such Fire Protection District to which he / she is applying, namely **Swormville Fire Company.** We have verified the applicant's residence address were applicable by examining their driver's license or other document such as a lease, utility bill, paystub, or other suitable document.

Robert J Lingl

Date: 9 / 6 / 24

Attachment: img-906114200-0001 (RES-2024-744 : New Firefighter for Swormville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29401 **RESOLUTION 2024-745** **ADOPTED**

New Firefighters for Getzville Fire Company

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

Michael Rudloff-Rico
1265 Sweet Home Road
Amherst, NY 14228

Bangyu Qz
68 Stonington Lane, Apt 6
Getzville, NY 14068

9/16/2024
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Michael Rudloff-Rico

Applicant Home Address: 1265 Sweet Home Rd, Buffalo, NY, 14228

Under penalty of perjury I, Michael Rudloff-Rico affirm I am an applicant to be a member of the, Getzville Fire Company (fire dept.) and my address of residence is listed above.

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

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

_____

Signature of Applicant: [signature]

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

Signature: [signature]

Title: Corporate Secretary

Date: 9-9-2024

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

Attachment: DOC091024-09102024101250 (RES-2024-745 : New Firefighters for Getzville Fire Company)

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Bangyu Qi

Applicant Home Address: 68 Stonington Ln Apt6 , Getzville , NY 14068

Under penalty of perjury I, Bangyu Qi affirm I am an applicant to be a member of the, Getzville Fire company (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: Bangyu Qi

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

Signature: [signature]

Title: Corporate Secretary

Date: 9-9-2024

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

Attachment: DOC091024-09102024101250 (RES-2024-745 : New Firefighters for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Mark S. Berke**
Co-Sponsored by:

DOC ID: 29391 **RESOLUTION 2024-746** **ADOPTED**

Toshiba KIP Plotter

Requesting Town Board approval to accept an extension for CRS ID #3767 CMS ID #3441 renewed maintenance agreement with Toshiba for our KIP Plotter.

9/16/2024
Consent

FINANCIAL IMPACT:

B3620 2130 NOT TO EXCEED $2,000.00/YR - COVERS COPIES & TONER

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

September 4, 2024

Toshiba Business Solutions
100 Colvin Woods Parkway, Suite 100
Tonawanda, NY 14150
ATTN: Eric Fiebelkorn

Re: CRS 3767 – KIP Plotter

Dear Mr. Fiebelkorn:,

The Town of Amherst wishes to extend this agreement for an additional contract period, through September 29, 2026, under the same pricing structure, terms and conditions as the original agreement.

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

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Building Department, ATTN: Gina Kimble
5583 Main Street
Williamsville, NY 14221

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

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

Company Name: Toshiba Business Solutions

Representative (Please print): Thomas Vlachos Title: Service Manager

Signature: [signature] Date: 9/4/24

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: DOC090524-09052024113511-0001 (RES-2024-746 : Toshiba KIP Plotter)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 29411 **RESOLUTION 2024-747** **ADOPTED**

Award of Bid - Senior Center Cafe Renovation Award of Bid – Hayes Construction Services – General Contract Senior Center Café Renovation – Capital Improvements TOA Project No. 2023-F-17.1

On August 29th, 2024, bids were received for the above referenced project. After a review of five (5) bids received (bid tabulation attached), we recommend award of this contract to **Hayes Construction Services Corp.,** 656 Genesee St, Buffalo NY 14211, in the amount of **$186,500.00**.

We conducted a de-scope meeting on September 4, 2024 with the contractor and find them to be a responsible bidder. The project scope includes renovation of a classroom space - converting it to a café space, all as identified in the bid documents. Only base bid work will be awarded.

Funding for this contract shall be from account **KP2349**, and work is expected to be completed by the end of 2024.

9/16/2024
Consent

FINANCIAL IMPACT:

KP2349, $186,500.00

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

TOWN OF AMHERST

Facilities

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

September 10, 2024
AGENDA – SEPTEMBER 16, 2024

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

Re: **Award of Bid – Hayes Construction Services – General Contract**
Senior Center Café Renovation – Capital Improvements
TOA Project No. 2023-F-17.1

Greetings Councilmembers,

On August 29th, 2024, bids were received for the above referenced project. After a review of five (5) bids received (bid tabulation attached), we recommend award of this contract to **Hayes Construction Services Corp.,** 656 Genesee St, Buffalo NY 14211, in the amount of **$186,500.00**.

We conducted a de-scope meeting on September 4, 2024 with the contractor and find them to be a responsible bidder. The project scope includes renovation of a classroom space – converting it to a café space, all as identified in the bid documents. Only base bid work will be awarded.

Funding for this contract shall be from account **KP2349**, and work is expected to be completed by the end of 2024.

Thank you for considering this request,

Anne Dafchik, AIA, NCARB
Town Architect

cc: Brian J. Kulpa – Supervisor
Councilmembers
Sam Alba – Interim Town Attorney
Lynda Juul – Director of Contract Compliance
Daryl Bramer – Comptroller
Ann E. Fickelscherer – Supervising Accountant
Daniel Rizzo – Facilities
Mary-Diana Pouli – Executive Director of Youth & Rec Dept
Melissa Abel – Director of Senior Services

enc: Bid Tabulation

x:\administrative\- buildings\senior center\4. capital projects\2023-f-17.1 cafe & gift shop reno\ca\award of contract letter - senior center cafe renovation aed.docx

Attachment: Award of Contract Letter - Senior Center Cafe Renovation - Recommendation Letter Internal (RES-2024-747 : Award of Bid - Senior

Design Synergies Architecture
2495 Main St., Suite 436, Buffalo, NY 14214
716.322.5512 | roxanne@dsynergies.com
www.dsynergies.com

September 10, 2024

Anne Dafchik, AIA, NCARB
Architect | Facilities
Town of Amherst
Municipal Building
5583 Main Street
Williamsville, NY 14221

Re: Amherst Seniors' Center Café Renovations – Letter of Bid Award Recommendations

Dear Anne:

The Town of Amherst received bids for this project on Thursday, August 29, 2024. A tabulation of bids is attached.

The base bid scope of work consists of the following elements:
- Removal of existing millwork and installation of new work and service counters;
- Installation of new flooring over existing;
- Removal of existing door to Art Room Corridor and repair of wall;
- Interior painting.

There were four (4) Alternates included in the bid package:
- Alternate 1: Remove panel in storefront glazing to facilitate installation of single swing door; install concrete patio with fence and gate.
- Alternate 2: Remove full section of storefront glazing to facilitate installation of folding glazed wall system; install concrete patio with fence and gate.
- Alternate 3: Upgrade manually-operated to motorized roller shades.
- Alternate 4: Upgrade all existing recessed lighting fixtures to LED.

We have reviewed the submitted bid forms and the qualifications of the apparent low bidder. Based on our review and discussions, we present the following summary and information for the Town Board's review and action.

1. **Suggested Contract Award:**

Hayes Construction Services
656 Genesee Street
Buffalo, NY 14211

Base Bid: $186,500

2. **Other Considerations:**

As noted in the attached Bid Tab, there were Alternates but no Unit Prices included in the bids. We recommend that the Town Board take action on the following Alternates and Unit Prices:

Alternates: No Alternates are recommended.

Attachment: Recommendation Letter from AE Consultant (RES-2024-747 : Award of Bid - Senior Center Cafe Renovation)

3. **Budget Summary:**

Recommended Base Bid Contract Award	$186,500
Recommended Alternate Award	$0
Construction Contingency	$1,000
Total Project Cost	$187,500

Project Budget Base Bid: $187,500

We recommend that the Board approve proceeding with the award of the base bid work as described above to Hayes Construction Services.

We hope that this information will enable the Board to complete its review and take appropriate action. Please do not hesitate to contact me if additional information is needed to assist in this consideration.

Sincerely,

Roxanne D. Button AIA, CCS, LEED/WELL AP, LFA
Principal, Design Synergies Architecture

cc: Daniel Rizzo, Town of Amherst
David Schlant, M/E Engineering
Cara Donahue, Get Fresh Industries

Attachment: Recommendation Letter from AE Consultant (RES-2024-747 : Award of Bid - Senior Center Cafe Renovation)

Bid Tabulation Form

Town of Amherst

Senior Center Café Renovation

2023-F17.1

8/29/2024

Contractor Name	**Base Bid**	Alternate #1 *New Door/Patio*	Alternate #2 *Upgraded Door*	Alternate #3 *Motorized Shades*	Alternate #4 *Replace LED Lighting*	*Addenda Acknowledged? (Both)*	*Bid Bond Attached?*
Sicoli Construction	$191,600.00	52,700.00	95,700.00	20,000.00	16,000.00	Yes	Yes
Willett Builders	$199,000.00	52,000.00	76,000.00	13,000.00	7,000.00	Yes	Yes
Essential Construction	$194,800.00	50,000.00	80,000.00	10,000.00	8,000.00	Yes	certified check
Picone Construction	$202,000.00	65,000.00	91,000.00	13,300.00	10,000.00	Yes	Yes
Hayes Construciton	$186,500.00	61,500.00	91,500.00	14,240.00	8,015.00	Yes	Yes

Attachment: Bid Tab (RES-2024-747 : Award of Bid - Senior Center Cafe Renovation)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29415 **RESOLUTION 2024-748** **ADOPTED**

Budget Transfers and Amendments

For September 16, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 09/11/2024
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:***
A8020.02770 Planning- Other Rev $2,691.25	A8020.05001 Refund of CY Exp $2,691.25
To reclass the budget for proper recording of refund of current year expense.	
A1990.4000 General Fund - Contingency $3,400	A7450.2150 Buildings Improvements $3,400
To transfer funds from contingency to Shaw Building for repair of heat exchanger.	
D5130.4430 Highway - Rnge, Photo, Sewer Pipe $1,500 D5142.4430 Rnge, Photo, Sewer Pipe $2,000	D5110.4430 Rnge, Photo, Sewer Pipe $3,500
Requested per department.	
A6772.4220 Senior Center - Bldgs. & Grounds $15,500	A6772.9000 Interfund Transfers $15,500
To transfer funds into KP2349 Senior Center Café project.	

BUDGET AMENDMENTS - 2024

INCREASE:	***INCREASE:***
A7253.03826 Ice Rink - Grant Rev $15,090.00	A7253.4000 Contractual $15,090.00
To setup budget for grant from National Grid for energy efficient lighting systems, CRS# 5039.	
N2341.02785 AMH 1st Time Homebuyer- PI $4,500.00 N2354.02785 HOME Admin- PI $500.00	N2341.4000 Contractual $4,500.00 N2354.4003 10% Admin $500.00
To recognize Community Development program income from 10 Lorfield, Amherst.	
N2323.02785 CDBG & VG- PI $170.00	N2323.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.	
N2344.02785 Cheek Housing- PI $12,929.40 N2349.02785 Cheek Admin- PI $1,436.60	N2344.4000 Contractual $12,929.40 N2349.4003 10% Admin $1,436.60
To recognize Community Development program income from 486 Roycroft, Cheektowaga.	
KP2349.05031 Interfund Transfers $15,500	KP2349.4972 Construction $15,500
To transfer funds from A6772 into KP2349 Senior Center Café project.	

9/16/2024
Consent

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29403 **RESOLUTION 2024-749** **ADOPTED**

Award Bid #2024036 Town Wide Tires, Tubes & Services - CRS #5051

WHEREAS, the Contract Compliance and Administration Department received bids on September 5, 2024 for Town Wide Tires, Tubes & Services; and

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

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

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with Exxpress Tire 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.

9/16/2024
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2024036 Town Wide Tires, Tubes & Service		
Low Bidder	Vendor:	Exxpress Tire
Item No.		Percent (%) Discount off of Manufacturers List Price
1	All Goodyear Tires & Supplies	15%
2	All Firestone Tires & Supplies	15%
3	All Bridgestone Tires & Supplies	15%
4	All Michelin Tires & Supplies	15%
5	All Dunlop Tires & Supplies	15%
6	All Carlisle Tires & Supplies	15%
7	All Power King Tires & Supplies	15%
8	All TBC Tires & Supplies	15%
9	All Sumitomo Tires & Supplies	15%
10	All Roadmaster Tires & Supplies	15%
11	All Sailun Tires & Supplies	15%
12	All Dynacargo Tires & Supplies	15%
13	All Wanda Tires & Supplies	15%
14	All Hankook Tires & Supplies	15%
15	All Kumho Tires & Supplies	15%
16	All Titan Tires & Supplies	15%
17	All Galaxy Tires & Supplies	15%
18	Other (any other manufacturer's you may offer)	15%
19	Tubes	15%
20	Turf/Tractor/Trailer Tires & Supplies	15%
21	Service Menu Items: Please provide a list of service menu items offered, and their corresponding cost. This would include items such as tire install, tire repair, alignment services, mount & dismount, etc.	N/A

Attachment: Bid Analysis Town Wide Tires Tubes & Services (RES-2024-749 : Award Bid #2024036 Town Wide Tires, Tubes & Services - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29409 **RESOLUTION 2024-750** **ADOPTED**

Award Bid #2024037 Golf Range Utility Vehicle & Equipment Accessories - CRS #5053

WHEREAS, the Contract Compliance and Administration Department received bids on September 5, 2024 for Golf Range Utility Vehicle & Equipment Accessories; and

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

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

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with LandPro Equipment; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the need to get this equipment on order.

9/16/2024
Consent

FINANCIAL IMPACT:

$25,416.44; Cost will be part of Audubon Golf Course LLC operations and incorporated into the monthly financial statements from Troon (Indigo/Antares).

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

Bid #2024037 Golf Course Utility Vehicle & Equipment Accessories

Low Bidder			Vendor Name:	Proper Performance		Finch Turf		Grassland		LandPro Equipment	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	Each	**2024 John Deere Gator HPX615E (or equivalent)**		$27,104.00	$16,678.00	$16,678.00		$0.00	$14,139.57	$14,139.57
			Options to include:								
2	1	Each	1013 Turf Tires – Yellow		$0.00	$197.00	$197.00		$0.00	$0.00	$0.00
3	1	Each	2007 Standard Bench Seat - Black		$0.00	$0.00	$0.00		$0.00	$0.00	$0.00
4	1	Each	2350 Park Position in Transmission		$0.00	$0.00	$0.00		$0.00	$0.00	$0.00
5	1	Each	3001 Cargo Box with Paint and Rear Reflectors		$0.00	$0.00	$0.00		$0.00	$0.00	$0.00
6	1	Each	3120 Cargo Box Manual Lift with Prop Rod		$0.00	$0.00	$0.00		$0.00	$0.00	$0.00
7	1	Each	4000 Occupant Protective Structure (OPS) with Nets		$0.00	$0.00	$0.00		$0.00	$0.00	$0.00
8	1	Each	4030 Black Poly Roof		$0.00	$591.00	$591.00		$0.00	$0.00	$0.00
9	1	Each	4249 Less Front Brush Guard		$0.00	$0.00	$0.00		$0.00	$0.00	$0.00
			Attachments to Include:								
10	1	Each	BM22290 Drawbar and Ball Mount for 51mm (2 in.) Receiver Hitch		$200.00	$56.66	$56.66		$0.00	$0.00	$0.00
12	1	Each	VGB10544 Heavy Duty Front Suspension		$602.00	$360.31	$360.31		$0.00	$0.00	$0.00
12	1	Each	BM22841 Heavy Duty Front Brush Guard		$602.00	$337.03	$337.03		$0.00	$0.00	$0.00
			Aftermarket Attachments to Include:								
13	1	Each	Tektite JDXUV-00 Metal Mesh Cage for Drive Range Protection (or equivalent)		$7,317.00	$5,100.00	$5,100.00		$0.00	$3,487.13	$3,487.13
14	1	Each	Range Servant PAM000 A-Frame Attachment (or equivalent)		$159.00	$250.00	$250.00		N/A	$0.00	$0.00
15	1	Each	Range Servant 310015 - 5-Gang Heavy Duty Multiflex Golf Ball Picker (or equivalent)		$12,213.00	$8,400.00	$8,400.00		N/A	$7,789.94	$7,789.94
			Price quoted is to be the delivered price. No additional freight will be allowed. No additional charges will be allowed.		$48,197.00		$31,970.00		$15,942.83		$25,416.64

NOTES:

Proper Performance: Did not fill in any line items. A total was provided but no information was provided regarding what was quoted. Clarification and breakdown provided on 9/9. Breakdown totals $48,197, bid showed $48,215 as a lump sum.

Finch Turf: Calculation for delivered price is miscalculated at $16,678 and should be $31,970.

Grassland: Referenced NYS OGS PC69682. Quote was attached with itemizations. Quoted Workman GTX EFI. Confirmed with vendor that the golf ball picker attachment is not included and would need to be purchased/installed ourselves. Disqualified as all items were not bid.

Land Pro: Quoted a John Deere HPX615E with all options and attachments. Quoted exact aftermarket compenents as well. A-Frame attachment included in golf ball picker price. Referenced Sourcewell conract 031121-DAC.

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29420 **RESOLUTION 2024-751** **ADOPTED**

Reist Street Culvert Replacement Over Ditch 10 Bridge NY Local Project Agreement Rescind and Replace Resolution 2023-892 (CRS #4376) PIN 5765.04; Town of Amherst Job No. 2021.014 CRS No. 5055

At its October 30, 2023 meeting, the Town Board adopted Resolution 2023-892 authorizing the Supervisor to sign a State Local Agreement for above referenced project. Upon review, NYSDOT is requiring the resolution be changed to include project timeframes. As such, would you please rescind resolution 2023-892 (CRS #4376) and approve the attached, revised resolution authorizing the Supervisor to sign an agreement indicating a commitment to participate in the administration and first instance funding of the above referenced Bridge NY project?

This project is 100% reimbursable by State aid. The attached resolution authorizes the Town to provide first instance funding to cover design, right-of-way, construction and construction inspection costs. We will add a comment under the original request (CRS#4376) to reference the updated resolution once it is approved.

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

9/16/2024
Consent

FINANCIAL IMPACT:

This project is 100% reimbursable by State aid. The attached resolution authorizes the Town to provide first instance funding to cover design, right-of-way, construction and construction inspection costs.

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

RESOLUTION 2024-XXX

Authorizing the implementation and funding of 100% of the costs of a transportation project, of which qualified costs may be reimbursed from Bridge NY funds.

WHEREAS, a Project for the Reist Street Culvert Replacement over Ditch 10, P.I.N. 5765.04, (the Project") is eligible for reimbursement of qualified costs from Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs be borne at the ration of 100% Bridge NY funds and 0% non-Bridge NY funds; and

WHEREAS, the Town of Amherst will design, let, and administer all phases of the Project; and

WHEREAS, the Town of Amherst desires to advance the Project by making a commitment of 100% of the costs of Engineering (Design I-VI), Right-of-way Incidentals, Right-of-way Acquisition & Construction, and Construction Inspection work for the Project or portions thereof; and

NOW, THEREFORE, the Amherst Town Board, duly convened does hereby

RESOLVE, that the Amherst Town Board hereby approves the above-subject project; and it is hereby further

RESOLVE, that the Amherst Town Board hereby approves the Town of Amherst to pay 100% of the cost of the Engineering (Design I-VI), Right-of-way Incidentals, Right-of-way Acquisition & Construction, and Construction Inspection work for the Project or portions thereof, with the understanding that qualified costs will be reimbursed from Bridge NY funding; and it is further

RESOLVED, that the sum of $797,950 is hereby appropriated from account H 8000, funded by 2024 CIP E-2 and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the Amherst Town Board hereby agrees that the Town of Amherst shall be responsible for all costs of the Project, including costs which exceed the amount of reimbursement available from the NY Bridge Funding awarded to the Town of Amherst; and it is further

RESOLVED, that in the event the costs of the Project exceed the amount appropriated above, the Town of Amherst shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, that the Town Supervisor of the Town of Amherst be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests with NYSDOT for State Aid and/or Bridge NY funding on behalf of the Town of Amherst in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's funding of the Project costs; and it is further

RESOLVED, that the Town of Amherst shall commence construction no later than twenty-four (24) months after the executed Federal Aid Agreement is fully executed and approved by the Office of the State Comptroller, otherwise known as "Project Award", and it is further

RESOLVED, that the Town of Amherst shall complete the project within thirty (30) months of commencing construction, and it is further

RESOLVED, that the Town of Amherst will be responsible for all maintenance of the Project; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

NEW YORK STATE OF OPPORTUNITY. Department of Transportation

KATHY HOCHUL
Governor

MARIE THERESE DOMINGUEZ
Commissioner

FRANK P. CIRILLO, SR/WA
Regional Director

October 19, 2023

Jeffrey Burroughs, P.E., Town Engineer
Town of Amherst Engineering Dept.
1100 N. Forest Road
Williamsville, NY 14221

Re: **Bridge NY Culvert Local Project Agreement**
PIN 5765.04, Comptrollers Contract # D041309
Reist Street over Ditch 10 (Tributary to Ellicott Creek)
Town of Amherst, Erie County

Dear Mr. Burroughs:

The New York State Department of Transportation (NYSDOT) requests for the Town of Amherst to enter into a Bridge NY Culvert Local Project Agreement which details the commitment of both agencies to participate in the administration and funding of the various phases of this project.

Please obtain a Resolution authorizing the Town Supervisor to sign the enclosed Bridge NY Culvert Local Project Agreement with NYSDOT for a total of $797,950. This amount is the 100% State share of the cost for the above project's Engineering (Design I-VI), Right-of-Way Incidentals, Right-of-Way Acquisition & Construction/ Construction Inspection phases. The Town of Amherst must commit to pay, in the first instance, 100% of the State share of the cost of this project's phase. The NYSDOT will reimburse the town as the project is progressed, the State share of the cost of this project's phases. **A copy of a sample Bridge NY Culvert Resolution is enclosed**. Please note that this Resolution is different than the typical Resolution used on Federal Aid contracts. This Resolution's language is required for Bridge NY Culvert contracts to avoid rejection by the Office of the State Comptroller. **Reimbursement requests must be submitted to NYSDOT at least once every six months.**

Please email NYSDOT a PDF containing one (1) certified copy of the town's Resolution along with two (2) original and notarized one-sided copies of the enclosed Bridge NY Culvert Local Project Agreement to **Jessica.Hoehn@dot.ny.gov**. Your Approved Signatory is required to sign each copy of the Bridge NY Culvert Local Project Agreement. Page 10 of the enclosed Bridge NY Culvert Local Project Agreement includes the following information; Name, Title, Mailing Address, Telephone Number, Facsimile Number, and Direct E-Mail Address of the Responsible Local Official with the authority to execute the enclosed Agreement with the NYSDOT. Please check this information and make any appropriate additions or corrections.

Questions regarding the enclosed Bridge NY Culvert Local Project Agreement and/or the implementation of the project should be directed to Christopher Church, Regional Local Projects Liaison, at 716-847-3246.

Sincerely,

Nicholas S. Gagliardo, P.E.
Performance and Asset Unit Manager

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

BridgeNY Culvert Local Project Agreement

CONTRACT NO. **D041309**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and the ***Town of Amherst*** (the "Municipality/Sponsor")
with its office at ***Amherst Municipal Building, 5583 Main Street, Williamsville, NY 14221.***

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as ***Bridge NY Culvert Replacement Project, Reist Street over Ditch 10 (Tributary to Ellicott Creek), Town of Amherst, Erie County*** (as more specifically described in such Schedule A, the "Project").

W I T N E S S E T H:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No._____, adopted at meeting held on _____, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the **Supervisor** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

***Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Federal Aid Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licenser, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance*. Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at https://www.dot.ny.gov/plafap, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit*. Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation 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 organizational and financial capacity.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of Transportation 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 he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation 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.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

12.1 *Time is of the essence.* The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed. BridgeNY Agreement approved by the Office of the State Comptroller.

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written

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approval therefor from NYSDOT.

15. *Reporting Requirements*. The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review*. NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments*. Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at https://www.osc.state.ny.us/state-vendors or by email at epunit@osc.state.ny.us.

18. *Compliance with Legal Requirements*. Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts*, including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement*. Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals*. Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance*. Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at www.dot.ny.gov/main/business-center/civil-rights/.

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct

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goals are included in the project advertisement.

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15th day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: www.dot.ny.gov/dotapp/ebo.

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements)* must be included in the contract documents and project advertisement.
www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at www.dot.ny.gov/programs/smart-planning/smartgrowth-law.

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

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20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:
(a) Via certified or registered United States mail, return receipt requested;
(b) By personal delivery;
(c) By expedited delivery service; or
(d) By e-mail; or
(e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days 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 this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

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Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

New York State Department of Transportation (NYSDOT)
Name: *Christopher Church*
Title: *Project Manager*
Address: *100 Seneca Street, Buffalo, NY 14203*
Telephone Number: *716-847-3246*
Facsimile Number: *716-847-3080*
E-Mail Address: *Christopher.Church@dot.ny.gov*

Municipality/Sponsor *Town of Amherst*
Name: *Brian J. Kulpa*
Title: *Supervisor*
Address: *Amherst Municipal Building, 5583 Main Street, Williamsville, NY 14221*
Telephone Number: *716-631-7032*
Facsimile Number: *716-631-7146*
E-Mail Address: *bkulpa@amherst.ny.us*

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

By: _____

Print Name: _____

Title: _____

MUNICIPALITY/SPONSOR ATTORNEY:

By: _____

Print Name: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF ***ERIE***)

On this _____ day of _____, 20___ before me personally came _____ to me known, who, being by me duly sworn did depose and say that he/she resides at _____; that he/she is the _____ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the _____ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on _____ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

APPROVED FOR NYSDOT:

By: _____
For Commissioner of Transportation

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.

Date: _____

APPROVED AS TO FORM:
STATE OF NEW YORK ATTORNEY GENERAL

By: _____
Assistant Attorney General

COMPTROLLER'S APPROVAL:

By: _____
For the New York State Comptroller
Pursuant to State Finance Law §112

_____
Notary Public

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

Schedule A (01/2023)
Press F1 to read instructions in blank fields

SCHEDULE A – Description of Project Phase, Funding and Deposit Requirements
NYSDOT/ State-Local Agreement - Schedule A for PIN 5765.04

OSC Contract #: D041309

Contract Start Date: / /2023 (mm/dd/yyyy) **Contract End Date:** 4/30/2026 (mm/dd/yyyy)
☐ *Check, if date changed from the last Schedule A*

Purpose: ☒ Original Standard Agreement ☐ Supplemental Schedule A No.

Agreement Type: ☒ Locally Administered — Municipality/Sponsor (Contract Payee): Town of Amherst
Other Municipality/Sponsor (if applicable):

☐ State Administered — *List participating Municipality(ies) and the % of cost share for each and indicate by checkbox which Municipality this Schedule A applies.*
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share
☐ Municipality: % of Cost share

Authorized Project Phase(s) to which this Schedule applies: ☒ PE/Design ☒ ROW Incidentals ☒ ROW Acquisition ☒ Construction/CI/CS

Work Type: HWY CULVERT | **County** (If different from Municipality): Erie County

(Check, if Project Description has changed from last Schedule A): ☐

Project Description: Bridge NY Culvert PReplacement, Reist Street over Ditch 10 (Tributary to Ellicott Creek), Town of Amherst, Erie

Marchiselli Eligible ☐ **Yes** ☒ **No**

A. Summary of Participating Costs FOR ALL PHASES
For each PIN Fiscal Share below, show current costs on the rows indicated as "Current.". Show the old costs from the previous Schedule A on the row indicated as "Old." All totals will calculate automatically.

PIN Fiscal Share	"Current" or "Old" entry indicator	Funding Source (Percentage)	TOTAL Costs	FEDERAL Funds	STATE Funds	LOCAL Funds	LOCAL DEPOSIT AMOUNT (Required only if State Administered)
5765.04.101	Current	Other (see FN) **	$150,000.00	$0.00	$150,000.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
5765.04.201	Current	Other (see FN) **	$27,500.00	$0.00	$27,500.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
5764.04.301	Current	Other (see FN) **	$620,450.00	$0.00	$620,450.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
. .	Current		$ 0.00	$0.00	$0.00	$0.00	$0.00
	Old		$ 0.00	$0.00	$0.00	$0.00	$0.00
TOTAL CURRENT COSTS:			$797,950.00	$ 0.00	$797,950.00	$ 0.00	$ 0.00

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

Schedule A (01/2023)
Press F1 to read instructions in blank fields

NYSDOT/State-Local Agreement – Schedule A PIN 5765.04

B. Local Deposit(s) from Section A:	$ 0.00
Additional Local Deposit(s)	$0.00
Total Local Deposit(s)	$ 0.00

C. Total Project Costs *All totals will calculate automatically.*

Total FEDERAL Cost	Total STATE Cost	Total LOCAL Cost	Total ALL SOURCES Cost
$ 0.00	$797,950.00	$ 0.00	$797,950.00

Total FEDERAL Cost	$ 0.00
Total STATE Cost	$797,950.00
SFS TOTAL CONTRACT AMOUNT	**$797,950.00**

D. Point of Contact for Questions Regarding this Schedule A (Must be completed)	Name: **Jess Hoehn** Phone No: 716-533-4063

See Agreement (or Supplemental Agreement Cover) for required contract signatures.

Footnotes (FN): (See LPB's SharePoint for link to sample footnotes)

- ADDITIONAL PROJECT DESCRIPTION: This project will replace the culvert located at Reist Street over Ditch 10 (Tributary to Ellicott Creek) in the Town of Amherst, Erie County.
- FUND SOURCE: All phases (.101, .201 & .301) are Bonded PIT Bond at 100% State funds.
- This is a 2022 Bridge NY Culvert Project with a programmed amount of $797,950. Funding may be applied to all phases of the project. Any expenses exceeding the award is the responsibility of the Sponsor.
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Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

SCHEDULE B: Phases, Sub-phase/Tasks, and Allocation of Responsibility

Instructions: Identify the responsibility for each applicable Sub-phase task by entering *X* in either the *NYSDOT* column to allocate the task to State labor forces or a State Contract, or in the *Sponsor* column indicating non-State labor forces or a locally administered contract.

A1. Preliminary Engineering ("PE") Phase

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Scoping: Prepare and distribute all required project reports, including an Expanded Project Proposal (EPP) or Scoping Summary Memorandum (SSM), as appropriate.	☐	☐
2. Perform data collection and analysis for design, including traffic counts and forecasts, accident data, Smart Growth checklist, land use and development analysis and forecasts.	☐	☐
3. Smart Growth Attestation (NYSDOT ONLY).	☐	☐
4. Preliminary Design: Prepare and distribute Design Report/Design Approval Document (DAD), including environmental analysis/assessments, and other reports required to demonstrate the completion of specific design sub-phases or tasks and/or to secure the approval/authorization to proceed.	☐	☒
5. Review and Circulate all project reports, plans, and other project data to obtain the necessary review, approval, and/or other input and actions required of other NYSDOT units and external agencies.	☐	☒
6. Obtain aerial photography and photogrammetric mapping.	☐	☒
7. Perform all surveys for mapping and design.	☐	☒
8. Detailed Design: Perform all project design, including preparation of plan sheets, cross-sections, profiles, detail sheets, specialty items, shop drawings, and other items required in accordance with the Highway Design Manual, including all Highway Design, including pavement evaluations, including taking and analyzing cores; design of Pavement mixes and applications procedures; preparation of bridge site data package, if necessary, and all Structural Design, including hydraulic analyses, if necessary, foundation design, and all design of highway appurtenances and systems [e.g., Signals, Intelligent Transportation System (ITS) facilities], and maintenance protection of traffic plans. Federal Railroad Administration (FRA) criteria will apply to rail work.	☐	☒
9. Perform landscape design (including erosion control).	☐	☒
10. Design environmental mitigation, where appropriate, in connection with: Noise readings, projections, air quality monitoring, emissions projections, hazardous waste, asbestos, determination of need of cultural resources survey.	☐	☒

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
11. Prepare demolition contracts, utility relocation plans/contracts, and any other plans and/or contract documents required to advance, separate, any portions of the project which may be more appropriately progressed separately and independently.	☐	☒
12. Compile PS&E package, including all plans, proposals, specifications, estimates, notes, special contract requirements, and any other contract documents necessary to advance the project to construction.	☐	☒
13. Conduct any required soils and other geological investigations.	☐	☒
14. Obtain utility information, including identifying the locations and types of utilities within the project area, the ownership of these utilities, and prepare utility relocations plans and agreements, including completion of Form HC-140, titled Preliminary Utility Work Agreement.	☐	☒
15. Determine the need and apply for any required permits, including U.S. Coast Guard, U.S. Army Corps of Engineers, Wetlands (including identification and delineation of wetlands), SPDES, NYSDOT Highway Work Permits, and any permits or other approvals required to comply with local laws, such as zoning ordinances, historic districts, tax assessment and special districts.	☐	☒
16. Prepare and execute any required agreements, including: - Railroad force account - Maintenance agreements for sidewalks, lighting, signals, betterments - Betterment Agreements - Utility Work Agreements for any necessary Utility Relocations of Privately owned Utilities	☐	☒
17. Provide overall supervision/oversight of design to assure conformity with Federal and State design standards or conditions, including final approval of PS&E (Contract Bid Documents) by NYSDOT.	☐	☒

A2. Right-of-Way (ROW) Incidentals

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Prepare ARM or other mapping, showing preliminary taking lines.	☐	☒
2. ROW mapping and any necessary ROW relocation plans.	☐	☒
3. Obtain abstracts of title and certify those having an interest in ROW to be acquired.	☐	☒
4. Secure Appraisals.	☐	☒
5. Perform Appraisal Review and establish an amount representing just compensation.	☐	☒

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
6. Determination of exemption from public hearing that is otherwise required by the Eminent Domain Procedure Law, including *de minimis* determination, as may be applicable. **If NYSDOT is responsible for acquiring the right-of-way, this determination may be performed by NYSDOT only if NYSDOT is responsible for the Preliminary Engineering Phase under Phase A1 of this Schedule B.**	☐	☒
7. Conduct any public hearings and/or informational meetings as may be required by the Eminent Domain Procedures Law, including the provision of stenographic services, preparation and distribution of transcripts, and response to issues raised at such meetings.	☐	☒

B. Right-of-Way (ROW) Acquisition

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Perform all Right-of-Way (ROW) Acquisition work, including negotiations with property owners, acquisition of properties and accompanying legal work, payments to and/or deposits on behalf of property owners; Prepare, publish, and pay for any required legal notices; and all other actions necessary to secure title to, possession of, and entry to required properties. **If NYSDOT is to acquire property, including property described as an uneconomic remainder, on behalf of the Municipality/Sponsor, the Municipality/Sponsor agrees to accept and take title to any and all permanent property rights so acquired which form a part of the completed Project.**	☐	☒
2. Provide required relocation assistance, including payment of moving expenses, replacement supplements, mortgage interest differentials, closing costs, mortgage prepayment fees.	☐	☒
3. Conduct eminent domain proceedings, court and any other legal actions required to acquire properties.	☐	☒
4. Monitor all ROW Acquisition work and activities, including review and processing of payments of property owners.	☐	☒
5. Provide official certification that all right-of-way required for the construction has been acquired in compliance with applicable Federal, State or Local requirements and is available for use and/or making projections of when such property(ies) will be available if such properties are not in hand at the time of contract award.	☐	☒
6. Conduct any property management activities, including establishment and collecting rents, building maintenance and repairs, and any other activities necessary to sustain properties and/or tenants until the sites are vacated, demolished, or otherwise used for the construction project.	☐	☒
7. Subsequent to completion of the Project, conduct ongoing property management activities in a manner consistent with applicable Federal, State and Local requirements including, as applicable, the development of any ancillary uses, establishment and collection of rent, property maintenance and any other related activities.	☐	☒

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

C. Construction, Construction Support (C/S) and Construction Inspection (C/I) Phase

Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
1. Advertise contract lettings and distribute contract documents to prospective bidders.	☐	☒
2. Conduct all contract lettings, including receipt, opening, and analysis of bids, evaluation/certification of bidders, notification of rejected bids/bidders, and awarding of the construction contract(s).	☐	☒
3. Receive and process bid deposits and verify any bidder's insurance and bond coverage that may be required.	☐	☒
4. Compile and submit Contract Award Documentation Package.	☐	☒
5. Review/approve any proposed subcontractors, vendors, or suppliers.	☐	☒
6. Conduct and control all construction activities in accordance with the plans and proposal for the project. Maintain accurate, up-to-date project records and files, including all diaries and logs, to provide a detailed chronology of project construction activities. Procure or provide all materials, supplies and labor for the performance of the work on the project, and insure that the proper materials, equipment, human resources, methods and procedures are used.	☐	☒
7a. For non-NHS or non-State Highway System Projects: Test and accept materials, including review and approval for any requests for substitutions.	☐	☒
7b. For NHS or State Highway System Projects: Inspection and approval of materials such as bituminous concrete, Portland cement concrete, structural steel, concrete structural elements and/or their components to be used in a federal aid project will be performed by, and according to the requirements of NYSDOT. The Municipality/Sponsor shall make or require provision for such materials inspection in any contract or subcontract that includes materials that are subject to inspection and approval in accordance with the applicable NYSDOT design and construction standards associated with the federal aid project.	☐	☒
7c. For projects that fall under both 7a and 7b above, check boxes for each.		
8. Design and/or re-design the project or any portion of the project that may be required because of conditions encountered during construction.	☐	☒
9. Administer construction contract, including the review and approval of all contactor requests for payment, orders-on-contract, force account work, extensions of time, exceptions to the plans and specifications, substitutions or equivalents, and special specifications.	☐	☒
10. Review and approve all shop drawings, fabrication details, and other details of structural work.	☐	☒
11. Administer all construction contract claims, disputes or litigation.	☐	☒

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Phase/Sub-phase/Task	Responsibility: NYSDOT	Sponsor
12. Perform final inspection of the complete work to determine and verify final quantities, prices, and compliance with plans specifications, and such other construction engineering supervision and inspection work necessary to conform to Municipal, State and FHWA requirements, including the final acceptance of the project by NYSDOT.	☐	☒
13. Pursuant to Federal Regulation 49 CFR 18.42(e)(1) The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.	☐	☒

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

June 2023

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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, 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

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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.

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.

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12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions 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

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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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

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

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

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

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

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

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employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

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

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

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

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

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

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APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

(To be included in all contracts)

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 shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontractors, 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 shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
b) Cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

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The contractor shall take such action with respect to any subcontractor procurement as NYSDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request NYSDOT to enter into such litigation to protect the interests of NYSDOT, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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APPENDIX B

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES-SERVICE DISABLED VETERAN OWNED BUSINESSES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE, SDVOB, AND EEO POLICY STATEMENT

I, _____, the representative for (Municipality/Sponsor/Grantee) adopted, or agree to adopt, the following policies with respect to the project being developed or services rendered at _____.

(Insert project/service description)

M/WBE/SDVOB

This organization will and will cause its contractors and subcontractors to take good-faith actions to achieve the M/WBE/SDVOB contract participation 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, WBEs, and SDVOBs, including solicitations to M/WBE and SDVOB contractor associations.
(2) Obtain a list of State-certified M/WBEs from https://ny.newnycontracts.com/ and solicit bids from them directly.
(3) Obtain a list of State certified SDVOBs from https://online.ogs.ny.gov/SDVOB/search and solicit bids from them directly.
(4) Ensure that plans, specifications, requests for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs and SDVOBs.
(5) Where feasible, divide the work into smaller portions to enhanced participation by M/WBEs/SDVOBs and encourage joint ventures and other partnerships among M/WBE/SDVOBs contractors to enhance their participation.
(6) Document and maintain records of bid solicitation, including those to M/WBEs/SDVOBs and the results thereof. This organization will also maintain records of actions that its subcontractors have taken toward meeting M/WBE/SDVOB contract participation goals.
(7) Ensure that progress payments to M/WBEs/SDVOBs are made on a timely basis so that undue financial hardship is avoided and that, if legally permissible, bonding and other credit requirements are waived, appropriate alternatives developed to encourage M/WBE/SDVOB 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 workforce 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 Sponsor, 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) This organization shall comply with the provisions of the Human Rights Law, all other State, and Federal statutory and constitutional non-discrimination provisions. This organization 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.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

(10/2023)

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

APPENDIX B

_____ (Name of Designated Liaison) is designated as this organization's Minority and Women-Owned Business Enterprise Liaison and Service-Disabled Veteran Owned Business Liaison responsible for administering M/WBE/SDVOB-EEO program.

The Municipality/Sponsor/Grantee agrees that the Standard M/WBE and/or SDVOB Contract Goals for projects let and funded (in whole or in part) with proceeds of this Agreement (Contract # _____) are provided below.

STANDARD CONTRACT GOALS

CATEGORY/CONTRACT TYPE	MBE	WBE	SDVOB
C: Commodities	9.00%	17.00%	6.00%
CC: Construction Consultants (Architectural/Engineering)	20.00%	10.00%	6.00%
CN: Construction	10.00%	15.00%	6.00%
SC: Services/Consultants (Non-Architectural/Engineering)	7.00%	12.00%	6.00%

These Standard Contract Goals are based on the New York State Department of Transportation's (NYSDOT's) Agency M/WBE and SDVOB Goal Plan as a result of programmatic analysis. The plans are available at: FY22-23 M/WBE Goal Plan and FY2021 SDVOB Goal Plan. In furtherance of such goals, the Municipality/Sponsor/Grantee is also required to consider the following statutory factors in all related contracts executed by the Sponsor/Municipality/Grantee:

(1) the contract and subcontract scope(s) of work,
(2) the potential subcontract opportunities available in the prime contract,
(3) the relevant availability data contained within the disparity study with respect to the scope of the contract and potential subcontracting opportunities,
(4) the number and types of certified minority-owned and women-owned business enterprises (M/WBE) found in the directory of certified minority-owned and women-owned businesses available to perform the related contract work and the number and types of certified service-disabled veteran-owned businesses (SDVOB) found in the SDVOB directory available to perform the related contract work,
(5) the geographic location of the contract performance,
(6) the extent to which geography is material to the performance of the contract,
(7) the ability of certified M/WBEs and SDVOBs located outside of the geographic location of contract performance, notwithstanding the regional location of the certified enterprise, to perform on the Municipality/Sponsor/Grantee's contract,
(8) the total dollar value of the work required by the Municipality's/Sponsor's/Grantee's contract in relation to the dollar value of the subcontracting opportunities; and
(9) the relationship of the monetary size and term of the Municipality's/Sponsor's/Grantee's contract to the monetary size and term of the project for which the contract is awarded (See 5 NYCRR 142.2 and 9 CRR-NY 252.2(h)).

Pre-Advertisement: As a result of Municipality's/Sponsor's/Grantee's analysis of the statutory factors in relation to a contract's work scope and circumstances, if the Municipality/Sponsor/Grantee believes a non-standard goal is appropriate and supportable, the Municipality/Sponsor/Grantee may obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Pre-Advertisement Goal Modification Request, with justification, prior to public advertisement of the contract.

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

APPENDIX B

Pre-Award: If the Municipality/Sponsor/Grantee receives proposals or bids that do not provide commitments that meet or exceed the advertised goals, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request *demonstrating the Contractor's Good Faith Efforts to meet the goals, along with supporting justification, prior to awarding the contract.*

Post Award: If any consultant/contractor fails to attain its M/WBE and/or SDVOB commitment on a contract, the Municipality/Sponsor/Grantee must obtain NYSDOT approval by submitting a M/WBE and/or SDVOB Waiver Request, *demonstrating Good Faith Efforts to meet the goals, along with supporting justification before NYSDOT will distribute final payment of grant proceeds.*

All forms referenced above are available at: https://www.dot.ny.gov/main/business-center/civil-rights/. Nothing stated within this or associated document(s) guarantees NYSDOT's approval of a goal modification or goal waiver.

Signature:_____ Title: _____

Name:_____ Date: _____

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

SAMPLE BRIDGE NY RESOLUTION BY MUNICIPALITY
(Culvert Project – Municipality Administered)
RESOLUTION NUMBER: _____

Authorizing the implementation and funding of 100% of the costs of a transportation project, of which qualified costs may be reimbursed from Bridge NY funds.

WHEREAS, a project for the _____ _____, P.I.N. _____ (the "Project") is eligible for reimbursement of qualified costs from Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs to be borne at the ratio of _100____% Bridge NY funds and __0___% non-Bridge NY funds; and

WHEREAS, the _____ of _____ will design, let, and administer all phases of the Project.

WHEREAS, the _____ of _____ desires to advance the Project by making a commitment of 100% of the costs of _____ work for the Project or portions thereof.

NOW, THEREFORE, the _____ Board, duly convened does hereby

RESOLVE, that the _____ Board hereby approves the Project; and it is hereby further

RESOLVED, that the _____ Board hereby authorizes the _____ of _____ to pay 100% of the cost of _____ work for the Project or portions thereof, with the understanding that qualified costs will be reimbursed from Bridge NY funding; and it is further

RESOLVED, that the sum of _____ is hereby appropriated from _____ [or, appropriated pursuant to _____] and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the _____ BOARD hereby agrees that the _____ of _____ shall be responsible for all costs of the Project, including costs which exceed the amount of reimbursement available from the NY Bridge Funding awarded to the _____ of _____; and it is further

RESOLVED, that in the event the costs of the Project exceed the amount appropriated above, the _____ of _____ shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the _____thereof, and it is further

RESOLVED, that the _____ BOARD hereby agrees that _____ of _____ hereby commits that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the _____ of the _____ of the _____ of _____ be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests with NYSDOT for State Aid and/or Bridge NY funding on behalf of the _____ of _____ in connection with the advancement or approval of the Project and providing for the administration of the Project and the municipality's funding of the Project costs, and it is further

RESOLVED, that the _____ of _____ will be responsible for all maintenance of the Project; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, this Resolution shall take effect immediately.

Attachment: Reist Street Culvert (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

Evergreen Terrace Street Lighting

Bid Opening: September 5, 2024

Time: 12:00 Noon

Town Job No. 2016.054A

	BIDDER	TOTAL BASE BID (SL1-SL3)	BID BOND
1	Concrete Applied Technologies Corp dba. Catco	$ 1,105,790.00	YES
2	O'Connell Electric	$ 1,494,780.00	YES

Attachment: Evergreen Terrace Bid Tab (RES-2024-751 : Reist Street Culvert Replacement Over Ditch 10 CRS No. 5055)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29421 **RESOLUTION 2024-752** **ADOPTED**

Award of Bid – Evergreen Terrace Street Lighting Concrete Applied Technologies Corp. Dba CATCO Town of Amherst Job# 2016.054A

On September 5, 2024 bids were received for the above referenced project. After review of the two (2) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend the contract be awarded to Concrete Applied Technologies, DBA CATCO, 1266 Townline Road, Alden, NY 14004 at their low base bid amount of $1,105,790.00.

Funding is available from the project bond account KP2211-4972.

May I please have your approval to award this low contract? Thank you for considering this request.

9/16/2024
Consent

FINANCIAL IMPACT:

low base bid amount of $1,105,790.00.

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

Evergreen Terrace Street Lighting

Bid Opening: September 5, 2024

Time: 12:00 Noon

Town Job No. 2016.054A

	BIDDER	TOTAL BASE BID (SL1-SL3)	BID BOND
1	Concrete Applied Technologies Corp dba. Catco	$ 1,105,790.00	YES
2	O'Connell Electric	$ 1,494,780.00	YES

Attachment: Evergreen Terrace Bid Tab (RES-2024-752 : Award of Bid – Evergreen Terrace Street Lighting)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29423 **RESOLUTION 2024-753** **ADOPTED**

Award of Bid – Installation of Rectangular Rapid Flashing Beacons (RRFB) at Smith Road, Paradise Road, and Youngs Road Concrete Applied Technologies Corp. Dba CATCO Town of Amherst Job# 2020.021

On September 5, 2024 bids were received for the above referenced project. After review of the four (4) bids received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend Locations 1 (Smith Road and Glen Oak) and Location 2 (Paradise Road and Whisperwood Drive) be awarded to Concrete Applied Technologies, DBA CATCO, 1266 Townline Road, Alden, NY 14004 at their low bid amount of $149,000.00

Funding is available from the project bond account KP2320-4972.

May I please have your approval to award this low contract? This request is pending successful completion of the contract review process. Thank you for considering this request.

9/16/2024
Consent

FINANCIAL IMPACT:

low bid amount of $149,000.00

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

Installation of RRFB at Smith, Paradise, Youngs

Bid Opening: September 5, 2024
Time: 12:00 Noon
Town Job No. 2020.021

	BIDDER	LOCATION 1 Smith & Glen Oak	LOCATION 2 Paradise & Whisperwood	LOCATION 3 Youngs & Renaissance	CONTINGENCY Item 697.03	TOTAL ITEMS TO BE AWARDED
1	Concrete Applied Technologies Corp dba. Catco	$ 69,500.00	$ 69,500.00	$ 74,500.00	$ 10,000.00	$ 149,000.00
2	PM Pavement Inc.	$ 113,620.00	$ 98,800.00	$ 120,000.00	$ 10,000.00	$ 222,420.00
3	Power & Construction Group	$ 127,802.00	$ 119,652.00	$ 145,087.00	$ 10,000.00	$ 257,454.00
4	Millennium Construction, Inc.	$ 126,000.00	$ 115,000.00	$ 216,000.00	$ 10,000.00	$ 251,000.00

Anticipated item to be awarded

Non-award item

Attachment: Bid_Tabulation_9-5-24_2020.021 Smith, Paradise (RES-2024-753 : Award of Bid – Installation

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29429 **RESOLUTION 2024-754** **ADOPTED**

Change Order No. 01-EC – Industrial Power and Lighting Corp. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5058

In accordance with resolution 2024.712, the Town of Amherst has been awarded a $10,000 grant from the Clean Energy Community (CEC) Program for an Electric Vehicle (EV) charging station at Royal Park. We are requesting the Town Board to approve the above referenced Change Order No. 01-EC, which calls for a $25,823.24 increase in the contract amount. The change order includes a ChargePoint Level 2 charger with two ports, electrical service, and a five (5) year EV service plan.

May we please have approval for Change Order No. 01-EC for an increase in an amount not to exceed of $25,823.24? The remaining funds above the CEC grant amount are available using the Town EV Charging Bond account of KP2350-4972. Please note, the CEC Grant Funds have been added to this account as KP2350-03098.

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

Additionally, the Town's contractor is applying for National Grid's Make-Ready Program, which may fund up to 100% of the electric infrastructure costs for installing electric vehicle chargers. Should these additional funds become available, we will coordinate with the Town Comptroller to manage any awarded Make-Ready funding and reduce the above bond expenditure.

9/16/2024
Consent

FINANCIAL IMPACT:

May we please have approval for Change Order No. 01-EC for an increase in an amount not to exceed of $25,823.24

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

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Royal Park Sports Complex *Project #2019.055*	*Contract For: Electrical Construction* *Date: May 13, 2024*	Change Order Number: 01-EC *Date: September 9, 2024*

OWNER:	ARCHITECT:	CONTRACTOR:
Town of Amherst 5583 Main St. Williamsville, NY 14221	Wendel Companies 375 Essjay Road, Suite 200 Williamsville, NY 14221	Industrial Power and Lighting Corp. 60 Depot Street Buffalo, NY 14206

The Contract is changed as follows:

Installation of one EV Dual Port Charging Station, with all associated, conduit, wiring, and breakers back to field house electrical panel.

The original Contract Sum was	$ 443,700.00
The net change by previously authorized Change Orders	$ 0.00
The Contract Sum prior to this Change Order was	$ 443,700.00
The Contract Sum will be increased by this Change Order in the amount of	$ 25,823.24
The new Contract Sum, including this Change Order, will be	$ 469,523.24
The Contract Time will be changed by	(0) days.
The new date of Substantial Completion shall now be:	

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.

ARCHITECT/ENGINEER *(Wendel Companies)*	CONTRACTOR *(Industrial Power and Lighting Corp.)*	OWNER *(Town of Amherst)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

CHANGE REQUEST

Industrial Power and Lighting Corp
60 Depot Street
Buffalo, NY 14206

Town of Amherst - Engineering
1100 North Forest Road
Williamsville, NY 14221

CCN # 2A
CCN Date 9/9/2024
ADD A LEVEL2 - 2 PORT - COMMERCIAL EV CHARGE
Project Name: Royal Park Sports Complex
Project Number: 240009
Page Number: 1

Work Description

Change per email request dated 8.5.24.

ADD - (1) Level 2, 2 Port Commercial Car Charger:

- Furnish and install (1) **CT4021-GW1 - Level 2, 2 Port, Commercial Charging Station**.
- Furnish and install conduit stubs from the car charger location to a local handhole as shown on the Royal Park - EV Station Preliminary Plan dated 7.2.24.
- Furnish and install (2) new 40A 2P Breakers into LPP1.
- Furnish and install (2) 40A 208V branch ciruits from panel LPP1 to the new car charger into an existing underground conduit.
- Furnish and install (2) 36" Tall x 4.5" Dia steel surface mounted bollards per the attached ULINE bill of material.

***Note:**

- Please review the attached quote from Graybar for a more detailed breakdown of what is included with this price for the car charger.
- Chargepoint requires all installers to be a certified installer and there must be (1) certified installer on site. An electrican needs to study the materials and take (2) $100 exams which take about 90 mins each. I have included (16) hours and $200.00 for this certificaion. (https://www.youtube.com/watch?v=9AQhZEdWXnI)
- Please review the attached submittal for approval.

Itemized Breakdown

Description	Qty	Total Mat.	Total Hrs.
1" CONDUIT - EMT	20	30.13	1.36
1" ELBOW 90 DEG - EMT	2	12.63	0.62
1" COUPLING SS STL - EMT	7	4.80	0.49
1" CONN SS STL INSUL - EMT	4	3.15	0.60
1" EMT & 3/4" RMC 1-PC STRUT CLAMP - PLTD	3	7.20	0.11
2" CONDUIT - PVC80	40	105.76	4.60
2" ELBOW 90 DEG - PVC80	4	56.02	2.90
2" END BELL - PVC	4	17.76	1.12
# 6 THHN BLACK	1,570	1,238.26	21.59
#10 THHN GREEN	320	89.06	2.80
8x 8x 4" BOX SCREW CVR NO KO - NEMA 1	1	19.37	1.35
3/16x 2 1/4 CONCRETE SCREW HEX HEAD - BLUE	4	2.63	0.80
1/2" THREADED ROD - S/S	6	48.00	0.61
1/2-13 HEX NUT - S/S	6	2.49	0.27
1/2" FLAT WASHER - S/S	6	1.08	0.07

ORIGINAL

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

CHANGE REQUEST

Town of Amherst - Engineering

Industrial Power and Lighting Corp

60 Depot Street
Buffalo, NY 14206

CCN # 2A
CCN Date 9/9/2024
ADD A LEVEL2 - 2 PORT - COMMERCIAL CH
Project Name: Royal Park Sports Complex
Project Number: 240009
Page Number: 2

Description	Qty	Total Mat.	Total Hrs.
1/2" LOCK WASHER - S/S	6	0.89	0.07
40/2 BREAKER TERM LABOR	2	0.00	1.50
40A 2P BREAKER BOLT-ON	2	351.24	1.60
# 6/3C + GRD EQUIPMENT TERM	2	0.00	4.20
Install Car Charger	1	0.00	8.00
Chargepoint Installer Certificaion Exams	1	200.00	16.00
HHILTI HVU2 ANCHOR CAPSULE	3	381.00	0.00
INSTALL BOLLARD	2	0.00	4.00
Totals	**2,016**	**2,571.47**	**74.67**

Summary

MATERIAL			
General Materials			2,571.47
Quoted Materials		(includes Uline bollard of $326.00)	12,721.04
Total Material			**15,292.51**
LABOR			
Foreman - 1st (41)	(22.40 Hrs @ $94.37)		2,113.89
Journeyman - 1st (41)	(52.27 Hrs @ $86.34)		4,512.99
Total Labor			**6,626.88**
OVERHEAD & PROFIT			
Overhead	(@ 10.000 %)		2,191.94
Profit	(@ 5.000 %)		1,205.57
Total Markups			**3,397.51**
FINAL AMOUNTS			
Bond	(@ 2.000 %)		506.34
Final Amount			**$25,823.24**

CONTRACTOR CERTIFICATION

Name: _____

Date: _____

Signature: _____

I hereby certify that this quotation is complete and accurate based on the information provided.

CLIENT ACCEPTANCE

ORIGINAL

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

CHANGE REQUEST

Town of Amherst - Engineering

Industrial Power and Lighting Corp
60 Depot Street
Buffalo, NY 14206

CCN #	**2A**
CCN Date	9/9/2024
	ADD A LEVEL2 - 2 PORT - COMMERCIAL CH
Project Name:	Royal Park Sports Complex
Project Number:	240009
Page Number:	3

CCN #	**2A**
Final Amount:	**$25,823.24**

Name: _____

Date: _____

Signature: _____

Change Order #: _____

I hereby accept this quotation and authorize the contractor to complete the above described work.

GENERAL REQUIREMENTS

Acceptance of this change request may extend contract by 30 days.
IPL reserves the right to correct any and all errors and omissions.
IPL reserves the right to adjust our costs due to COVID-19 requirements.

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

ORIGINAL

900 RIDGE AVE
PITTSBURGH PA 15212-6005
Phone: 412-320-2510
Fax: 412-323-8708

To: INDUSTRIAL POWER & LIGHT CORPORATION
60 DEPOT STREET
BUFFALO NY 14206-1358
Attn: Kevin Higgins
Phone: 716-854-1811
Fax: 716-856-1724
Email: smith.johnson@graybar.com

Date: 09/09/2024
Proj Name: 240009 # ROYAL PARK
GB Quote #: 0246951429
Release Nbr:
Purchase Order Nbr:
Additional Ref#
Valid From: 09/05/2024
Valid To: 09/17/2024
Contact: Smith Johnson
Email: smith.johnson@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: All hardware in stock, plus freight

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100		**1 EA**	**KITTING PREFIX**	**CT4021-GW1**	4021 UNIT	**$6,222.59**	**1**	**$6,222.59**
GB Part #: 99982609		UPC #:						
101		**1 EA**	**CHARGEPOINT**	**CT4020-HD2-GW-LTE**	CT4020 GATEWAY HEAD LTE NA DUAL OUTPU			
GB Part #: 26529887		UPC #:						
102		**1 EA**	**CHARGEPOINT**	**CT4000-CMK6**	CT4000-CMK6			
GB Part #: 26529888		UPC #:						
103		**1 EA**	**CHARGEPOINT**	**CT4001-CAP**	CT4001-CAP			
GB Part #: 26529889		UPC #:						
104		**1 EA**	**CHARGEPOINT**	**CT4001-BD**	CT4001-BD INCLUDES INTEGRATED CMK ADAPTE			
GB Part #: 26529890		UPC #:						
200		**1 EA**	**CHARGEPOINT**	**CT4001-CCM**	BOLLARD CONCRETE MOUNTING KIT.	**$93.45**	**1**	**$93.45**
GB Part #: 26377218		UPC #:						

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply.

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

To: INDUSTRIAL POWER & LIGHT CORPORATION
60 DEPOT STREET
BUFFALO NY 14206-1358
Attn: Kevin Higgins

Date: 09/09/2024
Proj Name: 240009 # ROYAL PARK
GB Quote #: 0246951429

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

300	**1 EA**	**CHARGEPOINT**	**CT4000-PMGMT**	CT4000 POWER MANAGEMENT KIT.	**$50.00**	**1**	**$50.00**
GB Part #: 26377219	UPC #:						
400	**1 EA**	**CHARGEPOINT**	**CT4000-ASSURE5**	5YR PREPAID ASSURE PLAN	**$2,400.00**	**1**	**$2,400.00**
GB Part #: 26377256	UPC #:						
500	**2 EA**	**CHARGEPOINT**	**CPCLD-COMMERCIAL-5**	5YR PREPAID COMMERCIAL CLOUD PLAN	**$1,640.00**	**1**	**$3,280.00**
GB Part #: 26377241	UPC #:						
600	**1 EA**	**CHARGEPOINT**	**CPSUPPORT-ACTIVE**	INITIAL STATION ACTIVATION AND CONF SERV	**$349.00**	**1**	**$349.00**
GB Part #: 26377192	UPC #:						

Total in USD (Tax not included): $12,395.04

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com **24-Hour Emergency Phone#: 1-800-GRAYBAR**

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply.

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

To: INDUSTRIAL POWER & LIGHT CORPORATION
60 DEPOT STREET
BUFFALO NY 14206-1358
Attn: Kevin Higgins

Date: 09/09/2024
Proj Name: 240009 # ROYAL PARK
GB Quote #: 0246951429

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC.
TERMS AND CONDITIONS OF SALE

1.ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
2.GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
3.MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
4.PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
5.REELS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
6.RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
7.TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
8.PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
9.DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
10.CANCELLATION; CHANGES FOR SERVICES- Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
11.SOFTWARE AND FIRMWARE - -Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
12.LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR, PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
13.LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
14.WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
15.ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
16.CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
17.FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
18.EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed:_____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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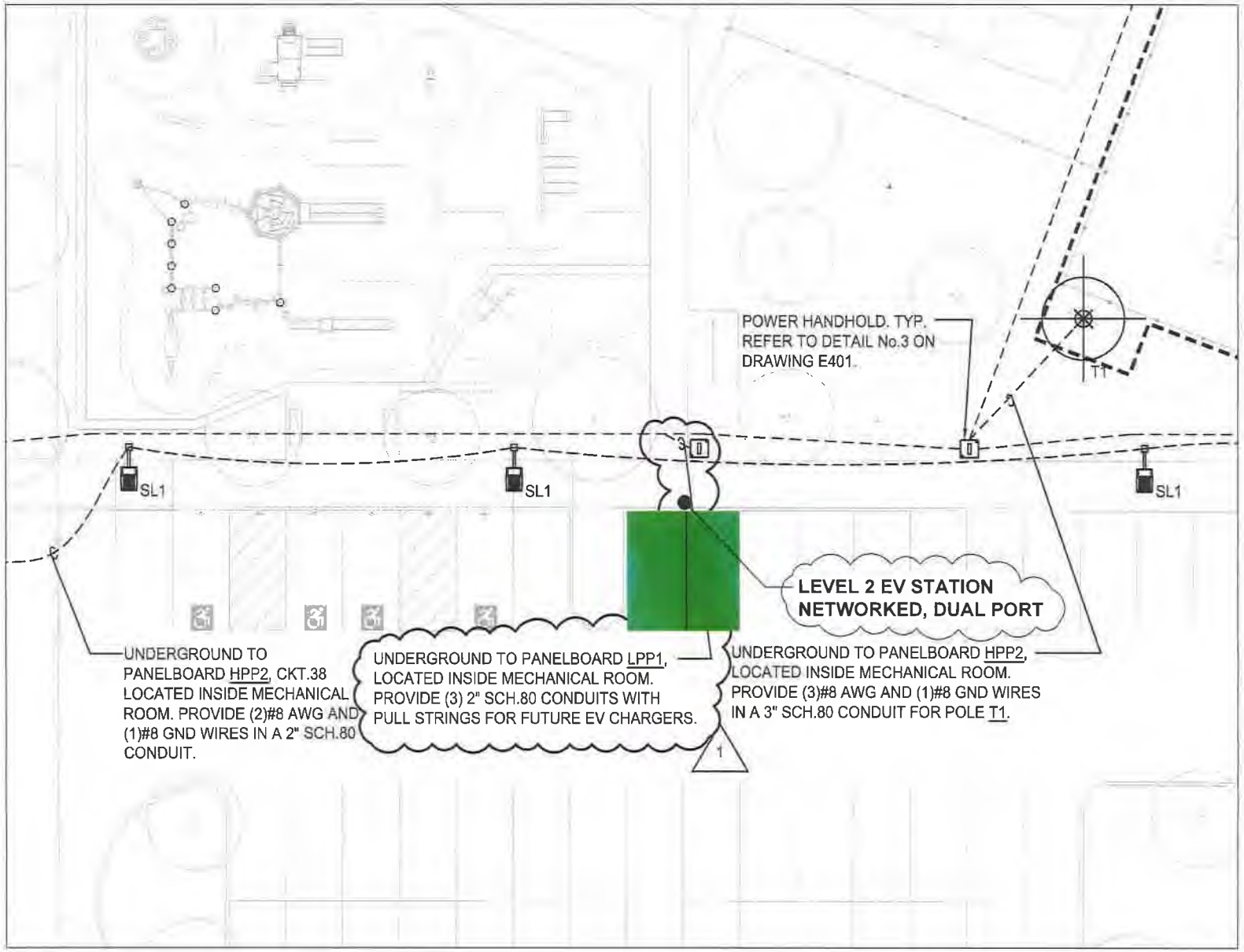
Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)



TOWN OF AMHERST
ENGINEERING DEPARTMENT
1100 NORTH FOREST
WILLIAMSVILLE, NY 14221
PHONE (716) 631-7154

ROYAL PARK - EV STATION

PRELIMINARY PLAN

FIELD CREW:
DRAWN BY: CPS
JOB NO.
CHECKED BY: CPS
CHECKED BY:
SCALE: N.T.S.
DATE: 7/2/2024

REVISIONS	
BY	DATE

DWG NO
1
SHT NO 1 OF 1

Chargepoint Level 2 - 2 Port Commercial Car Charging Station
CT4021-GW1

CT4000 Level 2 Commercial Charging Station

Specifications and Ordering Information

CT4021

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

Ordering Information

The order codes below represent specific product configurations. Other product options are available. Please contact ChargePoint Sales for information and order codes.

Specify model number followed by the applicable code(s).
The order code sequence is: **Model-Options**. **Software**, **Services** and **Misc** are ordered as separate line items.

Hardware

Description		Order Code
Model	1830 mm (6 ft) Single Port Bollard Mount	CT4011-GW1
	1830 mm (6 ft) Dual Port Bollard Mount	CT4021-GW1
	1830 mm (6 ft) Single Port Wall Mount	CT4013-GW1
	1830 mm (6 ft) Dual Port Wall Mount	CT4023-GW1
	2440 mm (8 ft) Dual Port Bollard Mount	CT4025-GW1
	2440 mm (8 ft) Dual Port Wall Mount	CT4027-GW1
Included	Integral Modem – North America	-GW1
Misc	Power Management Kit Bollard Concrete Mounting Kit	CT4000-PMGMT
	Bollard Concrete Mounting Kit	CT4001-CCM

*Note: ALLL CT4000 stations include Integral Modem -GW1.

Software & Services

Description	Order Code
ChargePoint Commercial Service Plan	CPCLD-COMMERCIAL-*n** (1)
ChargePoint Enterprise Plan	CPCLD-ENTERPRISE-*n**
ChargePoint Assure	CT4000-ASSURE*n** (1)
Station Activation and Configuration	CPSUPPORT-ACTIVE
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID

Note: All CT4000 stations require a network service plan per port.

*Substitute *n* for desired years (1, 2, 3, 4 or 5 years)

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

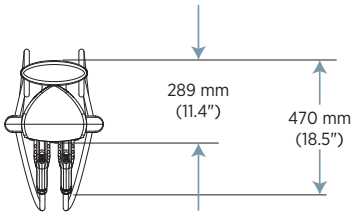
Order Code Examples

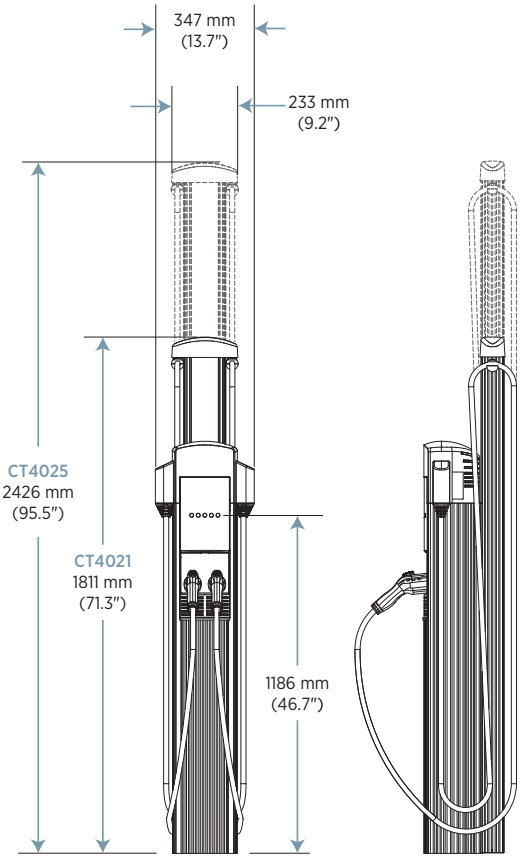
If ordering this…	…the order code is
1830 mm (6 ft) Dual Port Bollard Networked Station with Concrete Mounting Kit	CT4021-GW1 CT4001-CCM
ChargePoint Commercial Service Plan, 3 Year Subscription	CPCLD-COMMERCIAL-3
ChargePoint Station Installation and Validation	CT4000-INSTALLVALID
3 Years of Assure Coverage	CT4000-ASSURE3
1830 mm (6 ft) Single Port Wall Mount Networked Station	CT4013-GW1
ChargePoint Commercial Service Plan, 5 Year Subscription	CPCLD-COMMERCIAL-5
5 Years of Assure Coverage	CT4000-ASSURE5
Station Activation and Configuration	CPSUPPORT-ACTIVE

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

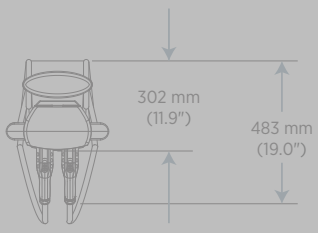
Architectural Drawings (Dimensions)

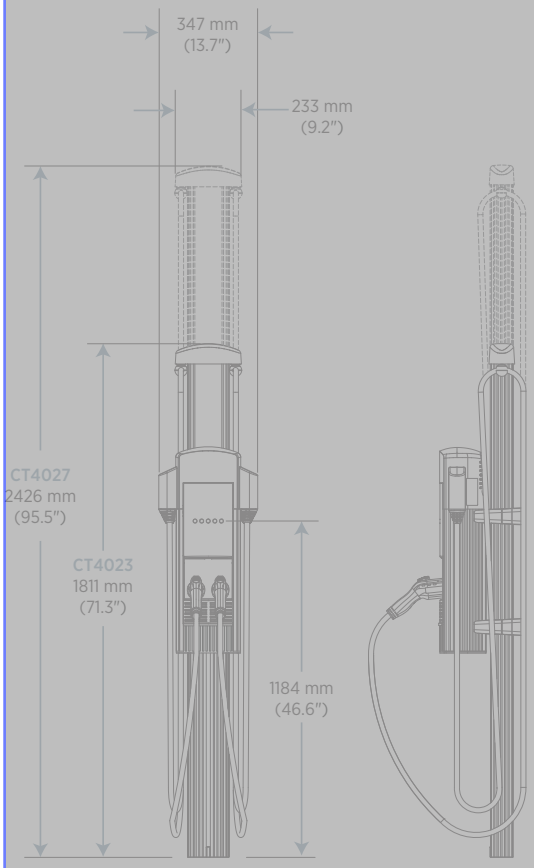
CT4021 1830 mm (6')
CT4025 2440 mm (8')
Bollard





CT4023 1830 mm (6')
CT4027 2440 mm (8')
Wall Mount





Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

General Specifications

Electrical Input

Electrical Input	Single Port (AC Voltage 208 / 240V AC)			Dual Port (AC Voltage 208 / 240V AC)		
	Input Current	Input Power Connection	Required Service Panel Breaker	Input Current	Input Power Connection	Required Service Panel Breaker
Standard	30A	One 40A branch circuit	40A dual pole (non-GFCI type)	30A x 2	Two independent 40A branch circuits	40A dual pole (non-GFCI type) x 2
Standard Power Share	n/a	n/a	n/a	32A	One 40A branch circuit	40A dual pole (non-GFCI type)
Power Select 24A	24A	One 30A branch circuit	30A dual pole (non-GFCI type)	24A x 2	Two independent 30A branch circuits	30A dual pole (non-GFCI type) x 2
Power Select 24A Power Share	n/a	n/a	n/a	24A	One 30A branch circuit	30A dual pole (non-GFCI type)
Power Select 16A	16A	One 20A branch circuit	20A dual pole (non-GFCI type)	16A x 2	Two independent 20A branch circuits	20A dual pole (non-GFCI type)
Power Select 16A Power Share	n/a	n/a	n/a	16A	One 20A branch circuit	20A dual pole (non-GFCI type)
Service Panel GFCI	Do not provide external GFCI as it may conflict with internal GFCI (CCID)					
Wiring – Standard	3-wire (L1, L2, Earth)			5-wire (L1, L1, L2, L2, Earth)		
Wiring – Power Share	n/a			3-wire (L1, L2, Earth)		
Station Power	8 W typical (standby), 15 W maximum (operation)					

Electrical Output

Electrical Output	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Standard	7.2 kW (240V AC @ 30A)	7.2 kW (240V AC @ 30A) x 2
Standard Power Share	n/a	7.2 kW (240V AC @ 30A) x 1 or 3.8 kW (240V AC @ 16A) x 2

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

Power Select 24A	5.8 kW (240V AC @ 24A)	5.8 kW (240V AC @ 24A) x 2
Power Select 24A Power Share	n/a	5.8 kW (240V AC @ 24A) x 1 Or 2.9 kW (240V AC @ 12A) x 2
Power Select 16A	3.8 kW (240V AC @ 16A)	3.8 kW (240V AC @ 16A) x 2
Power Select 16A Power Share	n/a	3.8 kW (240V AC @ 16A) x 1 Or 1.9 kW (240V AC @ 8A) x 2

Functional Interfaces

	Single Port (AC Voltage 208 / 240V AC)	Dual Port (AC Voltage 208 / 240V AC)
Connector Types	SAE J1772™	SAE J1772™ x 2
Cable Length — 1.8 m (6 ft) Cable Management	5.5 m (18 ft)	5.5 m (18 ft) x 2
Cable Length — 2.4 m (8 ft) Cable Management	n/a	7 m (23 ft)
Overhead Cable Management System	Yes	
LCD Display	145 mm (5.7 in) full color, 640 x 480, 30 fps full motion video, active matrix, UV protected	
Card Reader	ISO 15693, ISO 14443, NFC	
Locking Holster	Yes	Yes x 2

Safety and Connectivity Features

Ground Fault Detection	20 mA CCID with auto retry
Open Safety Ground Detection	Continuously monitors presence of safety (green wire) ground connection
Plug-Out Detection	Power terminated per SAE J1772™ specifications
Power Measurement Accuracy	+/- 2% from 2% to full scale (30A)
Power Report/Store Interval	15 minute, aligned to hour. Vehicle to grid connected and responsive to TOU signals
Local Area Network	2.4 GHz WiFi (802.11 b/g/n)
Wide Area Network	LTE Category 4

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

Safety and Operational Ratings

Station Enclosure Rating	Type 3R per UL 50E
Safety and Compliance	UL and cUL listed; complies with UL 2594, UL 2231-1, UL 2231-2, and NEC Article 625
Station Surge Protection	6 kV @ 3,000A. In geographic areas subject to frequent thunder storms, supplemental surge protection at the service panel is recommended.
EMC Compliance	FCC Part 15 Class A
Operating Temperature	-40°C to 50°C (-40°F to 122°F)
Non-Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Terminal Block Temperature Rating	105°C (221°F)
Operating Humidity	Up to 85% @ 50°C (122°F) non-condensing
Non-Operating Humidity	Up to 95% @ 50°C (122°F) non-condensing
Network	All stations include integral LTE modem and will be automatically configured to operate as gateway or non-gateway as needed

ChargePoint, Inc. reserves the right to alter product offerings and specifications at any time without notice, and is not responsible for typographical or graphical errors that may appear in this document

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Campbell, CA 95008-6617 USA

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+1.877.370.3802 US and Canada toll-free

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Call +1.408.705.1992

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Listed by Underwriters Laboratories Inc.

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

chargepoint

ChargePoint Assure

Industry-leading support, maintenance and warranty deliver peace of mind.

ChargePoint® Assure is the most comprehensive EV station maintenance and management program. Assure covers everything needed to keep ChargePoint electric vehicle (EV) charging stations up and running. With Assure, ChargePoint takes responsibility for fixing hardware issues by providing parts, labor and orchestration of repairs by expert support specialists. Proactive monitoring, regular reports and unlimited changes to station policies are included with Assure, as well as one business day response to requests and a 98% annual uptime guarantee. You can also get professional guidance when configuring your stations to make the most of EV charging.

ChargePoint EV charging stations are the most advanced and reliable in the world, but site conditions can change, wear and tear occurs, and accidents or equipment failures can happen. High-quality service and support start with high-quality products, site preparation and installation, but these elements alone aren't enough. Assure is so much more than a warranty. It is the most comprehensive EV station maintenance and management program. With Assure, you don't have to spend time figuring out how to fix or maintain your station. It's always ready to charge so you get a good return on your investment.

What Does Assure Include?

Stay on Top of Operations with Proactive Monitoring

- Find out about problems before your drivers do with remote monitoring
- Get 98% annual station uptime with a non-performance penalty for outages caused by station hardware or software failures
- Keep your stations up and running with proactive troubleshooting and dispatch services
- Fix problems with on-site labor that ChargePoint dispatches and manages
- Call us during business hours (5 AM – 6 PM Pacific) for expert support

Count On a Fast Fix with One-Business-Day Response Time

- We respond to all issues within one business day
- ChargePoint certified technicians will be onsite to repair your station within one business day of receiving any required parts
- U.S.–based support specialists coordinate all repairs

Rest Easy with the Industry's Leading Parts and Labor Warranty

- We offer the EV charging industry's first and most comprehensive warranty for parts and on-site labor
- We cover labor to repair issues that often aren't covered under warranty, such as vandalism, auto accidents and excessive wear and tear

Optimize with Expert Advice and Unlimited Changes

- U.S.–based EV charging experts advise you on best practices for station configuration and management in your region and industry
- Our team makes unlimited station configuration and policy changes for you, so you can control access to your station, set charging rates and make adjustments based on driver behavior

Get a Glimpse into Driver Behavior with Robust Reporting

- See how your stations are being used in an easy-to-read format with monthly summaries
- Prove success and make improvements with quarterly reports on station utilization, performance, energy usage and environmental impact
- Compare your station use with organizations like yours

What Does Assure Require?

Because installation quality affects the long-term reliability and availability of EV charging stations, ChargePoint requires that all stations covered by Assure are validated to ensure they meet installation specifications. Validation is performed on-site and includes inspection of power availability, panel, breaker and wiring; confirmation of cellular and local network coverage (through WiFi) and verification that all ChargePoint installation requirements are met. Choose one of the following ways to validate stations and activate Assure:

1. Authorized ChargePoint operations & maintenance (O&M) partners who perform site preparation and station installation will automatically validate the stations and enable Assure.
2. Authorized ChargePoint reseller partners certified to perform self-validation may validate station installations and enable Assure.
3. When independent or in-house installers are used, validation may be purchased from either of the partners above. After the partner successfully validates site preparation and station installation, Assure is enabled.

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

Station Maintenance Options

Maintenance Option	Parts Only Warranty	Assure
Availability	One year included for free on all stations installed by a ChargePoint certified installer*	Available for purchase for up to five years. Stations must be installed and validated by a ChargePoint certified installer.
Parts Covered	Defective parts are exchanged	Included and coordinated by a ChargePoint support specialist
Certified On-Site Labor	Not included: station owner must find a ChargePoint certified installer to perform any repairs	Included and coordinated by a ChargePoint support specialist
Monthly Station Summary Report		Included
Detailed Quarterly Reports		Included
Uptime Guarantee		98% with non-performance penalty
Proactive Monitoring		Included
Service Level Agreement		1 business day response time 1 business day from parts arrival for on-site labor
Labor Coverage		Included for damage caused by accidents, vandalism and excessive wear and tear
Unlimited Station Configuration		Included

* Installations not performed by a ChargePoint certified installer are not covered under warranty.

Ordering Information

Description	Order Code
Assure for CT4000 Family	CT4000-ASSURE*n*[1]
Assure for CPF25	CPF25-ASSURE*n*[1]
Assure for Express 100	CPE100-ASSURE*n*[2]
Assure for Express 200	CPE200-ASSURE*n*[2]
Assure for Express 250	EXPRESS-ASSURE*n*[1]
Assure for Express Plus	EXPRESS-ASSURE*n*[1]

[1] Substitute *n* for desired years of service (1, 2, 3, 4 or 5 years).

[2] Substitute *n* for years of service desired (1, 2 or 3 years).

Companion Services

Description	Order Code
Station Activation and Configuration	CPSUPPORT-ACTIVE
Station Installation and Validation	CT4000-INSTALLVALID
Validation	CPSUPPORT-SITEVALID

Contact Us

Visit chargepoint.com

Call +1.408.705.1992

Email sales@chargepoint.com

chargepoint

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240 East Hacienda Avenue
Campbell, CA 95008-6617 USA

+1.408.841.4500 or
+1.877.370.3802 US and Canada toll-free

chargepoint.com

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Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

chargepoint

Commercial Plan

The best way to connect with EV drivers

With ChargePoint, you're connected to the world's largest and most open EV charging network with over 19,000 charging locations. ChargePoint's cloud-based Commercial Plan provides you with everything you need to manage your EV charging operations, including flexible management tools, rich data analysis, payment processing and 24x7x365 driver support. We connect stations to ChargePoint over a secure, cellular data network allowing station owners to manage all their charging operations from a single dashboard.

ChargePoint leads the market with revolutionary new ways to make EV charging good for business, and easy and convenient for drivers. ChargePoint® cloud-based plans simplify station management and administration, allowing you to build a relationship with drivers who frequent your stations in order to keep them coming back.

The Commercial Plan is perfect for organizations looking to make EV charging part of their daily operations.

Set pricing your way

Set charging fees by time, session, kWh, or any combination thereof. You can set fees for different drivers or groups of drivers, or different times of the day.

Automated payment services

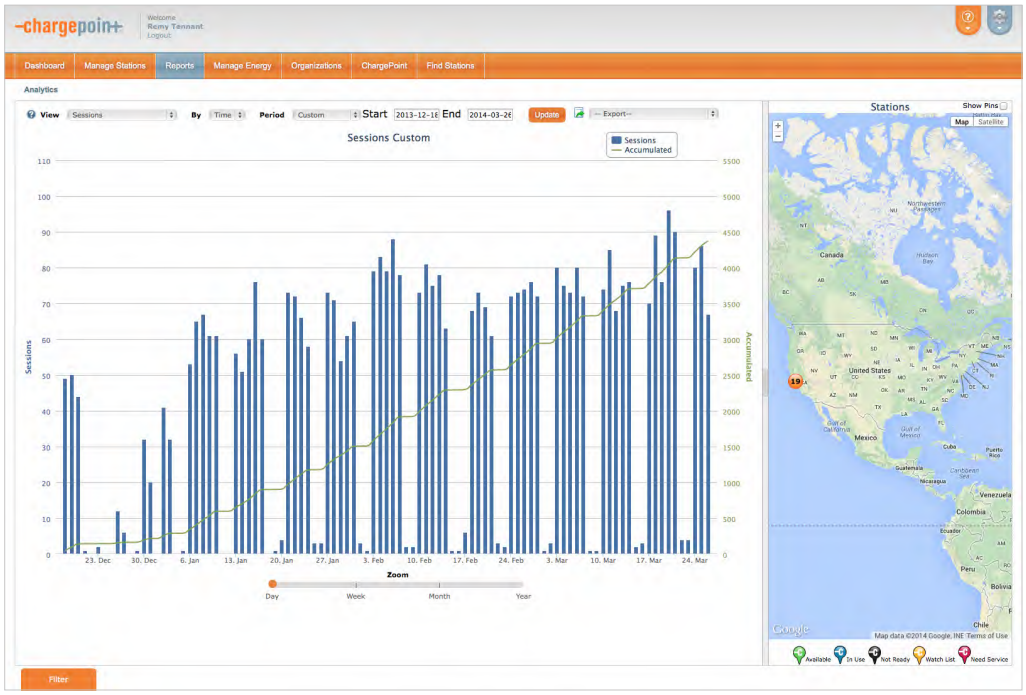
ChargePoint handles all payment processing for you with a PCI-compliant solution known as Flex Billing. You set the price; we handle the money on your behalf and send you a check every month.

Connect with drivers

ChargePoint Connections creates a relationship between drivers and organizations. Connections gives you control and helps you manage who can charge on your stations and how much they pay. Drivers request to connect with your organization and you decide who joins.

Grant rights to other ChargePoint organizations

Through Rights Granting, you can easily approve an organization to view and manage your stations, allowing you to outsource some or all of your EV charging-related operations such as



The Charging Sessions report provides granular data on how frequently EV drivers are using charging stations and when.

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

provisioning and troubleshooting stations. Focus on your core business instead of station maintenance.

24/7 driver support from ChargePoint

Every ChargePoint networked station displays a ChargePoint customer support phone number for fast, 24/7 station-side driver support by ChargePoint experts. We take care of the EV drivers using your stations, saving you and your staff valuable time and money.

Map your stations

Station owners have the option of making their stations visible to all drivers or specific groups of drivers such as employees or customers. Drivers with access will see the real-time availability and status of your stations and the price you've set on the ChargePoint website, mobile apps, and in the navigation systems of top-selling EVs.

Get detailed reports

To get the most value out of your charging stations, you need to maximize station utilization by managing pricing, controlling access, and expanding infrastructure where it's needed most. To make informed decisions about how to manage your stations, you must have access to granular data on how EV drivers are using them.

ChargePoint Analytics provides a wide range of automated reports showing everything from energy usage and greenhouse gases avoided, to station usage by time-of-day, peak occupancy, number of drivers, session duration and much more. You can access logs and reports for all stations via a single login and dashboard.

Track and report data for taxes and compliance

If you are providing EV charging for employees, you'll have the data for employee benefit reporting required by tax codes.

Customization and branding

With customized signage and tailored videos, you can use ChargePoint's stations to communicate timely and targeted messaging to drivers.

Allow reservations

As a station owner, you decide whether you want to make your stations reservable. With reservations, drivers can make, cancel and change reservations for charging sessions.

Get Started

Join the EV revolution and purchase a ChargePoint Commercial Plan today. Contact us to discuss what plans and features meet your needs. Visit **chargepoint.com** for more information.

About ChargePoint

With access control, flexible pricing and advanced cloud-based tools, ChargePoint makes EV charging good for your business. With ground-breaking features and advanced functionality, ChargePoint makes it easier than ever to monitor and track charging station usage and costs, create viable pricing structures for charging services and inspire driver loyalty.

For More Information

Visit **chargepoint.com**
Follow us on Twitter @**chargepointnet**
Like us on Facebook @**chargepoint**

ChargePoint, Inc.
254 East Hacienda Avenue | Campbell, CA | 95008-6617 USA
+1.408.841.4500 or toll free +1.877.370.3802
chargepoint.com

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Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

ULINE 1-800-295-5510

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Search GO

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Continue Shopping

Shopping Cart

Empty Cart | Forward

Add Product by Model #

Model #	Description	Qty	Price	Total	Remove
H-2121	Concrete Installation Kit for Safety Guards	2	$23.00/CT	$46.00	✕
H-10463	Bollard Base Cover - 4.5"	2	$45.00/EA	$90.00	✕
H-2118F	Standard Safety Bollard - 4.5 x 36", Fixed	2	$95.00/EA	$190.00	✕
			SUBTOTAL =	$326.00	

Update Checkout

Shipping | Sale Code: Add | Questions?

$300+ orders are eligible for a free item.

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park

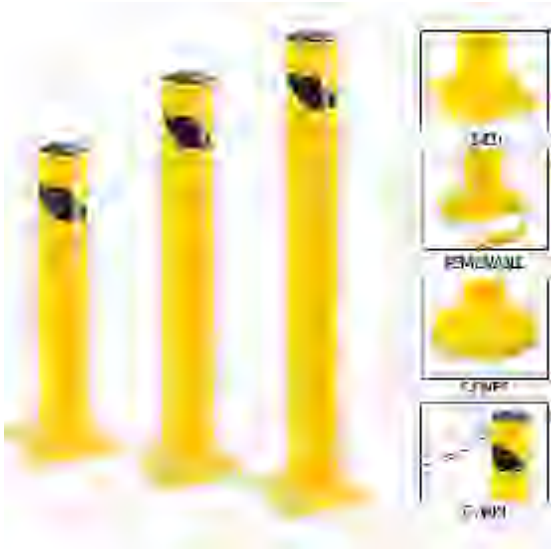
My Account | Contact Us | Sign In | Cart $0.00

ULINE 1-800-295-5510

Search GO

Products Uline Products Quick Order Catalog Request Special Offers About Us Careers

Home > All Products > Warehouse Equipment / Supplies > Safety Guards / Barriers > Safety Bollards



More Images & Video

SAFETY BOLLARDS

Protect equipment from damage caused by forklifts and pallet trucks.

- Sturdy steel bollard posts have removable black caps. Fill with concrete for extra strength.
- **Fixed Bollards -** Permanent installation.
- **Removable Bollards -** Mounting plate slides out of removable base for temporary access to equipment or machinery. Padlockable.
- **Base Cover -** Cover up rusty bolts. Keep your facility looking fresh. Compatible with Fixed Bollards.
- **Chain -** Creates a chain link barricade between bollards. Hardware included.

STANDARD SAFETY BOLLARDS – 11 Gauge

MODEL NO.	DIAM.	HEIGHT	MOUNTING PLATE DIM.	WT. (LBS.)	FIXED PRICE EACH 1	FIXED PRICE EACH 4+	FIXED ADD TO CART	REMOVABLE PRICE EACH 1	REMOVABLE PRICE EACH 4+	REMOVABLE ADD TO CART
H-5555	4.5"	24"	8 x 8"	18	$90	$85	1 ADD	$110	$105	1 ADD
H-2118		36"		22	95	90	1 ADD	115	110	1 ADD
H-2119		42"		24	110	105	1 ADD	130	125	1 ADD
H-5556		48"		26	120	115	1 ADD	140	135	1 ADD
H-6290		60"		34	140	135	1 ADD	160	150	1 ADD

SHIPS VIA UPS SHIPS VIA UPS

HEAVY DUTY SAFETY BOLLARDS – 9 Gauge

MODEL NO.	DIAM.	HEIGHT	MOUNTING PLATE DIM.	WT. (LBS.)	FIXED PRICE EACH 1	FIXED PRICE EACH 4+	FIXED ADD TO CART	REMOVABLE PRICE EACH 1	REMOVABLE PRICE EACH 4+	REMOVABLE ADD TO CART
H-4970	5.5"	36"	8 x 8"	27	$110	$105	1 ADD	$130	$125	1 ADD
H-4971		42"		43	125	120	1 ADD	145	140	1 ADD
H-6291		48"		51	140	135	1 ADD	165	155	1 ADD
H-6292		60"		67	170	160	1 ADD	190	180	1 ADD
H-11153*	6.5"	42"	8 x 8"	52	155	145	1 ADD	180	170	1 ADD
H-11154*		48"		59	175	165	1 ADD	200	190	1 ADD

* 7 Gauge SHIPS VIA UPS SHIPS VIA UPS

BOLLARD BASE COVERS – Compatible with Fixed Bollards

MODEL NO.	DIMENSIONS DIAM. x H	FITS BOLLARD DIAMETER	WT. (LBS.)	PRICE EACH 1	PRICE EACH 4+	ADD TO CART
H-10463	14 x 3"	4.5"	9	$45	$42	1 ADD
H-10464	14 x 3"	5.5"				1 ADD
H-11155	14 x 3"	6.5"				1 ADD

SAFETY BOLLARD ACCESSORIES

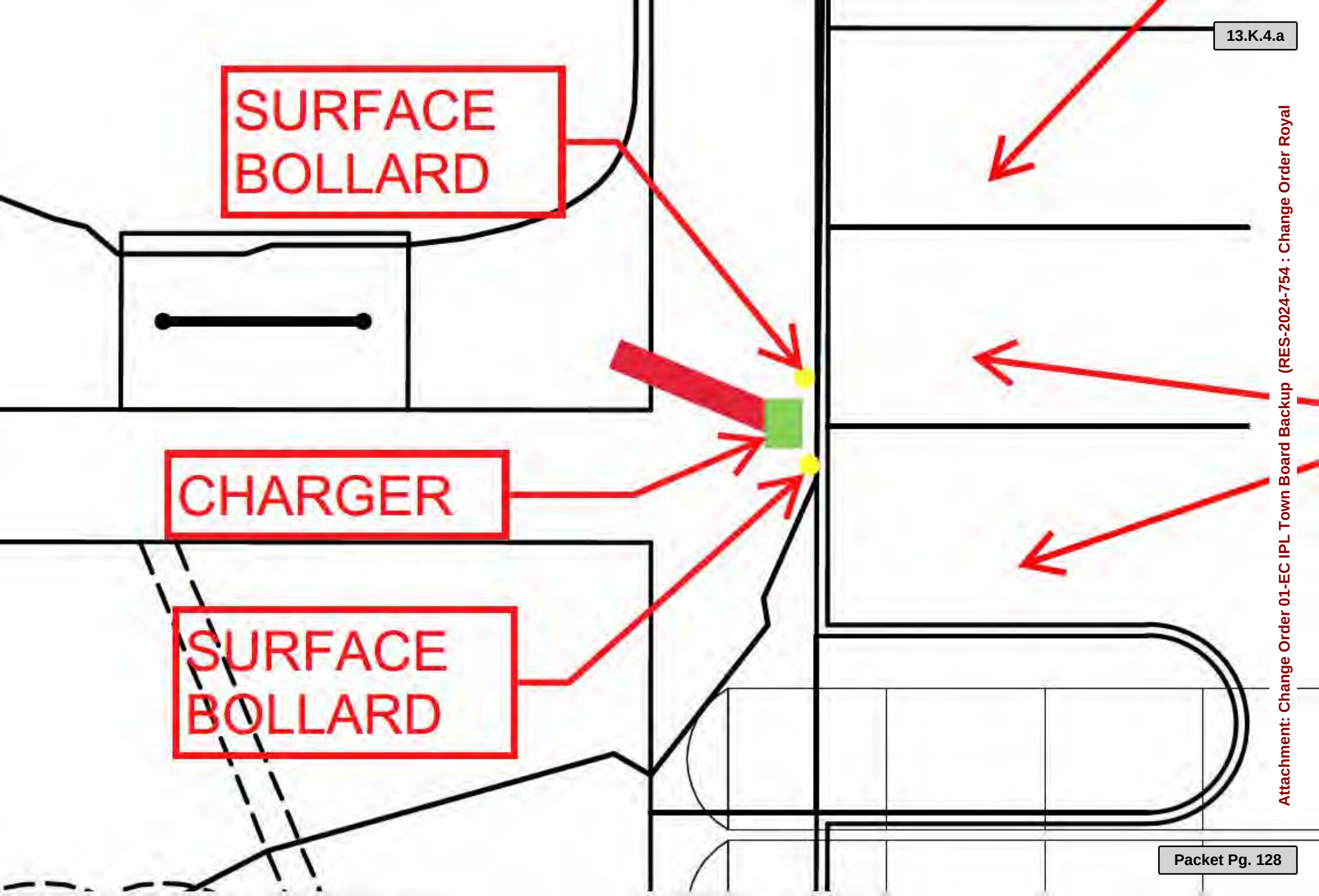
MODEL NO.	DESCRIPTION	WT. (LBS.)	PRICE EACH 1	PRICE EACH 4+	ADD TO CART

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)

H-2121	Concrete Installation Kit (4 Anchors/Kit)	3	$23	$21	1	ADD
H-6289	10' Steel Chain	5	18	17	1	ADD

SHIPS VIA UPS

Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal Park Sports Complex CRS #5058)



Attachment: Change Order 01-EC IPL Town Board Backup (RES-2024-754 : Change Order Royal

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29392 **RESOLUTION 2024-755** **ADOPTED**

Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) John Deere Heavy Duty Flail Mower with attachments.

The purchase is from LANDPRO Equipment LLC, 9570 County Road, Clarence Center, NY 14032 through Deere and Company for a net cost of $7,516.84.

The pricing is based on NYS - Agricultural Tractors and Equipment, Contract # PC 69378 for Mosquito Control Department, H4068:2550.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this purchase after completion of the Contract Routing System CRS #5047 and approval of the Town Attorney.

9/16/2024
Consent

FINANCIAL IMPACT:

H4068 : 2550

$7,516.84

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

AGREEMENT

Let this document stand as an Agreement between LANDPRO Equipment LLC, 9570 County Road, Clarence Center, New York 14032 and the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

One (1) John Deere Heavy Duty Flail Mower with attachment and
the pricing based upon NY State Ag Tractors and Implements, PC69378, Award PGB-22792
with maturity date of December 30, 2024.

Agreed to and Accepted by:

LANDPRO EQUIPMENT LLC

By: _____
Signature

JEFF BATES
Print Name

COMMERCIAL SALES
Title

Date: 8/22/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN KULPA
SUPERVISOR

Date: _____

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
LandPro Equipment LLC
9570 County Road
Clarence Ctr, NY 14032
716-741-9115
mailclarencecenter@landproequip.com

Quote Summary

Prepared For:
TOWN OF AMHERST HIGHWAY DEPARTMENT
1042 N FOREST RD
BUFFALO, NY 14221
Business: 716-633-4377
TTHERRIEN@AMHERST.NY.US

Delivering Dealer:
LandPro Equipment LLC
Jeff Bates
9570 County Road
Clarence Ctr, NY 14032
Phone: 716-741-9115
jbates@landproequip.com

Quote ID: 31436471
Created On: 02 August 2024
Last Modified On: 20 August 2024
Expiration Date: 30 September 2024

Equipment Summary	Suggested List	Selling Price		Qty		Extended
JOHN DEERE 390 Heavy Duty Flail Mower - Center Pull	$ 9,859.00	$ 7,516.84	X	1	=	$ 7,516.84

Contract: NY State Ag Tractors and Implements PC69378 (PG Y1 CG 22)
Price Effective Date: August 1, 2024

Equipment Total **$ 7,516.84**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	$ 7,516.84
Trade In	
SubTotal	**$ 7,516.84**
Est. Service Agreement Tax	$ 0.00
Total	$ 7,516.84
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 7,516.84**

Salesperson : X Jeffrey S Bates

Accepted By : X _____

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

JOHN DEERE

Selling Equipment

Quote Id: 31436471 **Customer Name:** TOWN OF AMHERST HIGHWAY DEPARTMENT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
LandPro Equipment LLC
9570 County Road
Clarence Ctr, NY 14032
716-741-9115
mailclarencecenter@landproequip.com

JOHN DEERE 390 Heavy Duty Flail Mower - Center Pull

Hours:
Stock Number:
Contract: NY State Ag Tractors and Implements PC69378 (PG Y1 CG 22)
Price Effective Date: August 1, 2024

Suggested List *
$ 9,859.00
Selling Price *
$ 7,516.84

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0486P	390 Heavy Duty Flail Mower - Center Pull	1	$ 9,547.00	24.00	$ 2,291.28	$ 7,255.72	$ 7,255.72
	Standard Options - Per Unit						
1000	Heat Treated Side-Slicer Knives	1	$ 0.00	24.00	$ 0.00	$ 0.00	$ 0.00
9010	Rubber Deflector Shield for Rear Mounting	1	$ 212.00	24.00	$ 50.88	$ 161.12	$ 161.12
	Standard Options Total		**$ 212.00**		**$ 50.88**	**$ 161.12**	**$ 161.12**
	Dealer Attachments/Non-Contract/Open Market						
DEL	DELIVERY	1	$ 100.00	0.00	$ 0.00	$ 100.00	$ 100.00
	Dealer Attachments Total		**$ 100.00**		**$ 0.00**	**$ 100.00**	**$ 100.00**
	Value Added Services Total		**$ 0.00**			**$ 0.00**	**$ 0.00**
Total Selling Price			**$ 9,859.00**		**$ 2,342.16**	**$ 7,516.84**	**$ 7,516.84**

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

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 regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

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

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

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

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

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

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. 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:

LAND PRO EQUIPMENT
Print Name of Company

By: Jeff Bates
Signature

JEFF BATES
Printed name

Date: 3-27-24

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

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 t Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities li of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Tl 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 n 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 seeki to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certi at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibit entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informatic 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 th investment which is in violation of the Act within 90 days after the determination of such violation, the the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seekir 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 enti that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue responsibility review with respect to any entity that is awarded a Contract/Lease and appears on th prohibited entities list after Contract/Lease award.

Company Name: LAND PRO EQUIPMENT

Signature: Jeff Bates

Print Name: JEFF BATES

Title: SALES

Date: 8/27/24

Sworn To Before Me This
27th Day of AUGUST, 2024

Barry D. Flansburg
Notary Public

BARRY D. FLANSBURG
Notary Public, State of New York
No. 01FL4853120
Qualified in Orleans County
Commission Expires Feb 18, 2026

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

Group 40625 – Award PGB-22792, Heavy Equipment

Deere & Company

Contractor and Pricing Information

Revised June 27, 2024

Contract #	Contractor & Address	Centralized Contract Contacts	Federal ID NYS Vendor ID
NYS Contract: PC69378 **Sourcewell Contract:** 110719-JDC	Deere & Company 2000 John Deere Run Cary, NC 27513	Name: Andrew Roman Contract Administrator Phone: (919) 804-2285 Email: romanandrewr@johndeere.com Name: Stacy Engelmohr Phone: (919) 749-0927 Email: EngelmohrStacyA@JohnDeere.com	**Federal ID** 362382580 **NYS Vendor ID** 1000009176
Business Hours: 8am to 5pm Monday – Friday			

Contract Price and Discounts

Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User. The Authorized Dealer may charge $8.00 per loaded mile to deliver equipment from its dealership to the Authorized User. The charge must be agreed by the customer and the fee must be clearly labeled on the quote or purchase order. The Authorized User may either use the dealer for delivery, pick-up the equipment from the dealer, or contract for delivery with anyone it chooses.

Note: Discounts will be calculated based on current pricing at the time an agency requests the quote and will be valid for 30 days.

Discounts listed are off John Deere's list price. List price can be found on www.deere.com by utilizing "Build & Price" and building the desired machine.

Link to Contractor Price List (List Prices): Contact Centralized Contract Contacts listed above for price list.

Price Book Tabs	Product Descriptions	Discounts off MSRP
A2	Tractors (5050E, 5060E and 5067E)	14%
A2	5090E, 5090EL, 5100E Tractor Models	19%
A2	5000 M, GL, GV, GN, MH, ML, and R Series	22%
A2	6000-9000 Tractor Models	24%
A3	Combines	22%
A4	Cotton	22%

Price Book Tabs	Product Descriptions	Discounts off MSRP
Frontier	Cotton	18%
Frontier	Cutting & Mowing	18%
Frontier	Hay & Forage	18%
Frontier	Landscape	18%
Frontier	Livestock	18%
Frontier	Material Handling	18%

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

Price Book Tabs	Product Descriptions	Discounts off MSRP
A5	Hay & Forage	22%
A6	Tillage	22%
A7	Drills/Air Seeders/Planters	22%
A8	Sprayers	22%
A9	Implements & Attachments	24%
A10	Ag Management Solutions	Same as Tractor Discount, 5% if purchased without Tractor
C20	Compact Utility Tractors and Equipment	18%
C25	Equipment for Compact Utility Tractors	18%

Price Book Tabs	Product Descriptions	Discounts off MSRP
Frontier	Planting & Seeding	18%
Frontier	Snow Equipment	18%
Frontier	Tillage	18%
Frontier	Sprayer	18%

Payment/Ordering Information

Does Contractor offer Electronic Access Ordering (EDI)?	No
Does Contractor accept the NYS Procurement Card for orders not to exceed $50,000?	No.
Does Contractor offer Prompt Payment Discounts?	No.
See following pages for dealer listing	

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

Authorized Dealers

Note: Deere & Company is the contractor and has independent authorized John Deere dealers listed below to receive purchase orders on behalf of Deere & Company. Dealers will assist the contract user with configuring the product and then provide a written quote which will itemize contract pricing enabling the contract user to place their purchase order. The purchase order must be made out to Deere & Company and be mailed or emailed to the dealer who will then upload the order into Deere's Order Management Department. Purchase orders must reference the NYS contract number and the appropriate dealer. Deere & Company will invoice contract users directly. Deere & Company will continue to assume full responsibility for all terms and conditions of the contract.

John Deere New York Dealer Listing Effective June 27, 2024

John Deere dealers are not resellers. Dealers will only handle receipt of orders and will not accept payments

Dealer Name	Address	City	State	Zip Code	Contact	Phone	Fax	Dealer Email
ADAMS POWER EQUIPMENT	741 DUTCHESS TURNPIKE	POUGHKEEPSIE	NY	12603	Gov't Sales Rep	8454540307	8454540871	ADAMSPOWER@ADAMSFARMS.COM
Sydenstriker Nobbe Partners Inc.	2 REMINGTON PARK DRIVE	CAZENOVIA	NY	13035	Gov't Sales Rep	3156558620	3156558433	CAZENOVIA@CAZEQUIP.COM
Sydenstriker Nobbe Partners Inc.	2393 US ROUTE 11	LAFAYETTE	NY	13084	Gov't Sales Rep	3156779328	3156779453	LAFAYETTE@CAZEQUIP.COM
Sydenstriker Nobbe Partners Inc.	5984 COUNTY ROUTE 27	CANTON	NY	13617	Gov't Sales Rep	3153868568	3153865285	CANTON@CAZEQUIP.COM
Sydenstriker Nobbe Partners Inc.	7443 STATE HIGHWAY 23	ONEONTA	NY	13820	Gov't Sales Rep	6074330646	6074330647	ONEONTA@CAZEQUIP.COM
Sydenstriker Nobbe Partners Inc.	3892 US ROUTE 11	CORTLAND	NY	13045	Gov't Sales Rep	6077565693	6077531603	CORTLAND@CAZEQUIP.COM
Sydenstriker Nobbe Partners Inc.	5570 SHADY AVENUE	LOWVILLE	NY	13367	Gov't Sales Rep	3153763581	3153768225	LOWVILLE@CAZEQUIP.COM
Sydenstriker Nobbe Partners Inc.	20897 ALEXANDER DRIVE	WATERTOWN	NY	13601	Gov't Sales Rep	3157858153	3157863252	WATERTOWN@CAZEQUIP.COM
Sydenstriker Nobbe Partners Inc.	1 S 12TH STREET	FULTON	NY	13069	Gov't Sales Rep	3153873412	3153873677	FULTON@CAZEQUIP.COM
Sydenstriker Nobbe Partners Inc.	8186 SENECA TURNPIKE	CLINTON	NY	13323	Gov't Sales Rep	3157349015	3157349305	CLINTON@CAZEQUIP.COM
DRYDEN LAWN & RECREATION	54 NORTH STREET BOX 605	DRYDEN	NY	13053	Gov't Sales Rep	6078448671	6078443378	STEVEC@DRYDENLAWN.COM
FALLS FARM & GARDEN EQUIP	1115 DIX AVENUE	HUDSON FALLS	NY	12839	Gov't Sales Rep	5187475252	5187473393	TIM@FALLSFARM.COM
FINCH TURF, INC.	3731 HORSEBLOCK ROAD UNIT #9	MEDFORD	NY	11763	Gov't Sales Rep	8005603373	4108485525	ELDERSBURG@FINCHINC.COM
FINCH TURF, INC.	9384 MAIN STREET	DANSVILLE	NY	14437	Gov't Sales Rep	8443462453	4108485525	ELDERSBURG@FINCHINC.COM
LANDPRO EQUIPMENT LLC	13330 ROUTE 31	SAVANNAH	NY	13146	Gov't Sales Rep	3153652888	3153652887	SAVANNAHMAIL@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	185 MACEDON CENTER ROAD	MACEDON	NY	14502	Gov't Sales Rep	5854254428	5854253062	MACEDONMAIL@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	7689 RIDGE ROAD WEST	BROCKPORT	NY	14420	Gov't Sales Rep	5856373700	5856372543	BROCKPORTMAIL@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	5614 TEC DRIVE	AVON	NY	14414	Gov't Sales Rep	5852269680	5852269633	AVONMAIL@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	4751 COUNTY ROAD 5	HALL	NY	14463	Gov't Sales Rep	5855266325	5855266073	HALLMAIL@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	336 VAUGHN STREET	SPRINGVILLE	NY	14141	Gov't Sales Rep	7165924058	7165920894	MAILSPRINGVILLE@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	4540 WEST SAILE DRIVE	BATAVIA	NY	14020	Gov't Sales Rep	5859485261	5859488139	MAILOAKFIELD@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	8926 WEST MAIN STREET	CLYMER	NY	14724	Gov't Sales Rep	7163554236	7163558886	MAILCLYMER@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	3907 ROUTE 19 SOUTH	SILVER SPGS	NY	14550	Gov't Sales Rep	5855911670	5855913239	MAILALEXANDER@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	1756 LINDQUIST DRIVE	FALCONER	NY	14733	Gov't Sales Rep	7166653110	7166654216	MAILFALCONER@LANDPROEQUIP.COM
LANDPRO EQUIPMENT LLC	9570 COUNTY ROAD	CLARENCE CTR	NY	14032	Gov't Sales Rep	7167419115	7167418367	MAILCLARENCECENTER@LANDPROEQUIP.COM
LINDSEY EQUIPMENT	134 DANIEL ZENKER DRIVE	BIG FLATS	NY	14814	Gov't Sales Rep	6075623226	6075623296	GARYFOLNSBEE@LINDSEYEQUIPMENTUS.COM
LINDSEY EQUIPMENT	8390 ROUTE 434	APALACHIN	NY	13732	Gov't Sales Rep	6076255570		KEVINO@LINDSEYEQUIPMENTUS.COM
LINDSEY EQUIPMENT	207 WEST SERVICE ROAD	BINGHAMTON	NY	13901	Gov't Sales Rep	6076485776	6076483513	HFARR@LINDSEYEQUIPMENTUS.COM
LINDSEY EQUIPMENT	112 ROUTE 369	PORT CRANE	NY	13833	Gov't Sales Rep	6076485776	6076483513	WILLMERRILL@LINDSEYEQUIPMENTUS.COM
M & R SPORTS AND MOWER, INC.	2014 CRANE BROOK DRIVE	AUBURN	NY	13021	Gov't Sales Rep	3152529069	3152550776	MANDRSPO@ROCHESTER.RR.COM
MULLALLY TRACTOR SALES, INC.	4510 STATE ROUTE 52	JEFFERSONVILLE	NY	12748	Gov't Sales Rep	8454825222	8454829028	MULLALLYTRACTOR@GMAIL.COM
NORTH SYRACUSE LAWN & SNOW	8279 ROUTE 11	CICERO	NY	13039	Gov't Sales Rep	3156995221	3156995222	SALES@NSLSINC.COM
O'HARA MACHINERY, INC.	1289 CHAMBERLAIN ROAD	AUBURN	NY	13021	Gov't Sales Rep	3152533203	3152539447	DEERE@OHARAMACHINERY.COM
R. ARGENTO & SONS INC.	1 PROSPECT AVENUE	WHITE PLAINS	NY	10607	Gov't Sales Rep	9149491152	9149480255	AL@ARGENTOANDSONS.COM
UNITED AG & TURF	2356 ROUTE 9	HUDSON	NY	12534	Gov't Sales Rep	5185376221	5185375276	HUDSON@UATNE.COM
UNITED AG & TURF	8092 STATE ROUTE 9	PLATTSBURGH	NY	12901	Gov't Sales Rep	5185613682	5185613724	PLATTSBURGH@UATNE.COM
UNITED AG & TURF	4041 STATE ROUTE 11	MALONE	NY	12953	Gov't Sales Rep	5184830420	5184832197	MALONE@UATNE.COM
UNITED AG & TURF	522 EDWARDS AVENUE	CALVERTON	NY	11933	Gov't Sales Rep	6317278700	6317271825	CALVERTON@UATNE.COM

Packet Pg. 139

13.M.1.a

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

Authorized Dealers

Note: Deere & Company is the contractor and has independent authorized John Deere dealers listed below to receive purchase orders on behalf of Deere & Company. Dealers will assist the contract user with configuring the product and then provide a written quote which will itemize contract pricing enabling the contract user to place their purchase order. The purchase order must be made out to Deere & Company and be mailed or emailed to the dealer who will then upload the order into Deere's Order Management Department. Purchase orders must reference the NYS contract number and the appropriate dealer. Deere & Company will invoice contract users directly. Deere & Company will continue to assume full responsibility for all terms and conditions of the contract.

John Deere New York Dealer Listing Effective June 27, 2024

John Deere dealers are not resellers. Dealers will only handle receipt of orders and will not accept payments

Dealer Name	Address	City	State	Zip Code	Contact	Phone	Fax	Dealer Email
UNITED AG & TURF	400 W. OLD COUNTRY ROAD	HICKSVILLE	NY	11801	Gov't Sales Rep	5168681400	5168684245	HICKSVILLE@UATNE.COM
UNITED AG & TURF	25 6 1/2 STATION ROAD	GOSHEN	NY	10924	Gov't Sales Rep	8452942500	8452948223	GOSHEN@UATNE.COM
UNITED AG & TURF	20 DEERE LANE	CLIFTON PARK	NY	12065	Gov't Sales Rep	5188775059	5188776342	CLIFTONPARK@UATNE.COM
UNITED AG & TURF	2173 ROUTE 203	CHATHAM	NY	12037	Gov't Sales Rep	5183922505	5183927727	CHATHAM@UATNE.COM
UNITED AG & TURF	217 STATE ROUTE 29	GREENWICH	NY	12834	Gov't Sales Rep	5186922676	5186928025	SCHAGHTICOKE@UATNE.COM
UNITED AG & TURF	3021 STATE HIGHWAY 5S	FULTONVILLE	NY	12072	Gov't Sales Rep	5188533405	5188533405	FULTONVILLE@UATNE.COM

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/29/2023

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

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

PRODUCER Sentry Insurance 1800 North Point Drive Stevens Point, WI 54481	**CONTACT NAME:** Sentry Customer Service **PHONE (A/C, No, Ext):** 800-473-6879 **FAX (A/C, No):** 800-514-7191 **EMAIL ADDRESS:** businessproducts_direct@sentry.com
INSURED Landpro Equipment LLC 1756 Lindquist Dr Falconer, NY 14733-9710	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Sentry Select Insurance Company — 21180 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2434000 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X	X	2569379016	01/30/2024	01/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	2569379011	01/30/2024	01/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $ 10,000			2569379019	01/30/2024	01/30/2025	EACH OCCURRENCE AGGREGATE PRODUCTS - COMP/OP AGG	$ 20,000,000 $ 60,000,000 $ 60,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	ERRORS & OMISSIONS			2569379015	01/30/2024	01/30/2025	Employee Benefits Errors & Omissions: Occurrence Limit / Annual Aggregate Limit / Deductible All Other Errors & Omissions: Occurrence Limit / Annual Aggregate Limit / Deductible	$ 500,000 / $ 1,000,000 / $ 1,000 $ 250,000 / $ 500,000 / $ 1,000

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

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main St Williamsville, NY 14221-5488	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 John Hoyland

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Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

AGENCY CUSTOMER ID: XXXXXX8151

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
David Tirdel		Landpro Equipment LLC
POLICY NUMBER		
2569379016		
CARRIER	NAIC CODE	
Sentry Select Insurance Company	21180	EFFECTIVE DATE: 01/30/2024

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Business Auto

Town of Amherst additional insured; coverage is primary & non-contributory; waiver of subrogation applies

General Liability

Town of Amherst additional insured; coverage is primary & non-contributory; waiver of subrogation applies

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

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NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 1220(
| nysif.con

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^^^^^^ 814758151
LANDPRO EQUIPMENT LLC
1756 LINDQUIST DRIVE
FALCONER NY 147339720

POLICYHOLDER	CERTIFICATE HOLDER
LANDPRO EQUIPMENT LLC 1756 LINDQUIST DRIVE FALCONER NY 147339720	TOWN OF AMHERST FACILITIES DEPARTMENT 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
Z1049 309-6	85648	10/01/2023 TO 10/01/2024	8/12/2024

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1049 309-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, 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.

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 FU

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 597057192

LL26.3

Attachment: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

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) LANDPRO EQUIPMENT LLC 1756 LINDQUIST DRIVE FALCONER NY 14733 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 716-665-3110 1c. Federal Employer Identification Number of Insured or Social Security Number 814758151
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 14221-5488	3a. Name of Insurance Carrier **The Guardian Life Insurance Company of America** 3b. Policy Number of Entity Listed in Box 1a 00935495 3c. Policy Effective Period 04/01/2024 to 04/01/2025

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 08/13/2024 By MoPac

(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: LANDPRO (2) (RES-2024-755 : Authorize the Purchase of One (1) John Deere HD Flail Mower W/Attachments - CRS #5047)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29412 **RESOLUTION 2024-756** **ADOPTED**

School Crossing Guard- PT (3 Positions) Police Department

Please appoint three (3) School Crossing Guards - PT to the Police Department, Effective September 17, 2024, Temporary, $15.00 ph, Step 1 for Nance Brown, Constance Perry and William Tucker.

Contingent upon completing all pre-employment requirements.

Replacing an employee who passed away and employees who retired.

9/16/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29413 **RESOLUTION 2024-757** **ADOPTED**

Assistant Code Enforcement Officer/Building Department

Please appoint an Assistant Code Enforcement Officer to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 17, 2024 at an annual salary of $47,036, Grade 12, Step A for Christopher Arthur.

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

Replacing an employee who retired.

9/16/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Information Technology
Initiated by: **David J. Willer**
Co-Sponsored by: **Deputy Supervisor Shawn Lavin**

DOC ID: 29419 **RESOLUTION 2024-758** **ADOPTED**

Request to Use Additional Trust and Agency Funds – Account T4011

In February the Town Board authorized $750 in Trust and Agency funds for the purchase of assistive audio equipment (Resolution 2024-162), at the March 11th Town Board Meeting the Town Board authorized an additional $1,000 for back up equipment for the Council Chambers audio visual equipment (Resolution 2024-246) and at the March 25th Town Board Meeting the Town Board authorized an additional $3,000 to replace the aging computer and video capture card.

At this time we respectfully request Town Board approval to spend an additional $2,500 to cover the cost of a replacement amplifier and additional backup audio equipment.

As of September 10, 2024 the account balance was $64,908.49.

9/16/2024
Consent

FINANCIAL IMPACT:

$2500 from Account T4011-4002

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

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29433 **RESOLUTION 2024-759** **ADOPTED**

Set 1ST Public Hearing for FY 2025 Five Year Consolidated Plan and Annual Action Plan (Community Development Program)

Please set a public hearing date of October 15, 2024 for soliciting input on housing and community development needs in the Town. Thank you for your assistance with this matter.

9/16/2024
Consent

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

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulp
Supervisor
Daniel C. Howard
Planning Direc
Daniel J. Ulatowsk
Assistant Planning

September 9, 2024

Agenda of September 16, 2024

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

Subject: Set 1st Public Hearing for FY 2025 Five Year Consolidated Plan and Annual Action Plan (Community Development Program)

Honorable Board Members:

The FY 2025 program year for the Town's Community Development Programming will begin on April 1, 2025. This funding cycle includes both the Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant applications to the U.S. Department of Housing & Urban Development (HUD). A five-year Consolidated Plan for 2025-2029 and an annual 2025 Action Plan must also be prepared outlining goals and initiatives to be funded in the plans.

As part of the process of developing the five-year Consolidated Plan and the Action Plan, the Town is required to hold a public hearing prior to the assembly of a draft budget to advise residents of the availability of funds, outline how funds are currently being used and obtain suggestions for programming. Staff requests that this hearing be held at the Town Board meeting of October 15, 2024. A second public hearing must be held in January 2025, after draft documents have been prepared. The final documents must be submitted to HUD by February 15, 2025. A proposed schedule for the application process is attached for your reference.

Please set a public hearing date of October 15, 2024 for soliciting input on housing and community development needs in the Town. Thank you for your assistance with this matter.

Very truly yours,

Daniel J. Ulatowski, AICP
Assistant Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2025\Public Hearings & Ads\Set 1st Public Hearing TB ltr _9.16.24.docx

Attachment: tb letter (RES-2024-759 : Request to Set a Public Hearing of October 15, 2024 for Community Development)

TOWN OF AMHERST
COMMUNITY DEVELOPMENT PROGRAM
ACTION PLAN & FIVE YEAR CONSOLIDATED PLAN
APPLICATION SCHEDULE FOR 2025-2029 PROGRAM YEAR

Sept. 16, 2024	Request Town Board through communications to set 1st public hearing date of October 15, 2024.
Sept. 25th	**Display Ad and Legal Notice** in Amherst BEE announcing October 15th public hearing and beginning of period for citizen input on Community Development, Housing and Homeless needs. (At least 14 days prior to PH)
October 15th	1st Public hearing to provide information on amount of CDBG, and HOME funds available (including program income) and eligible activities; obtain views of citizens on housing and community development needs. Town of Amherst Council Chambers, 7:00 p.m. (no resolution required)
October 16th	Send out department/organization requests for funding packages-30 day deadline
November 15th	Last date to accept citizen comments and Department Head requests regarding community development, housing and homeless needs.
December 18th	**Display Ad** in Amherst Bee; "Draft Action Plan & 5-Year Consolidated Plan" published; request citizen comment.
December 18th	"Draft Action Plan & 5 Year Consolidated Plan"" available in libraries, selected locations and the Town of Amherst website. 30 Day Comment Period – (12/18/24 - 1/17/25.) Town/Village Boards receive Consortium's "Draft Action Plan" (and "Consolidated Plan") for review.
December 16th	Request Town Board to set 2nd public hearing date of Tuesday, January 21, 2025.
January 1, 2025	**Display Ad** and **Legal Notice** published in Amherst Bee announcing January 21st public hearing; request citizen comment on "Draft Action Plan" (and "Consolidated Plan"). (Deadline for Bee will be December 26, 2024)
January 17, 2025	**End of comment period** (31 days)
January 21, 2025	2nd Public hearing to review and accept comments on "Draft Action Plan and "Consolidated Plan"). Town of Amherst Council Chambers, 7:00 p.m.
February 3rd	Town Board adopts resolution authorizing Supervisor to submit "Final Action Plan" and "Consolidated Plan" to HUD and act as official representative.
February 12th	**Display Ad published** in Amherst Bee announcing "Final Action Plan" and "Consolidated Plan" available for review at Town/Village Clerk's offices, Office of Community Development, the Town of Amherst website and at various organizations.
February 14th	Consortium "Action Plan" and "Consolidated Plan" submitted to HUD. (45 days prior to start of Fiscal Year April 1st, 2025)

Attachment: tb letter (RES-2024-759 : Request to Set a Public Hearing of October 15, 2024 for Community Development)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29436 **RESOLUTION 2024-760** **ADOPTED**

To Authorize the Supervisor to Sign the HUD 2024 HOME Investment Partnership Program Contract (HOME) CRS #5064

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Home Investment Partnerships Program funds (HOME) for Fiscal Year 2024 (April 1, 2024 to March 31, 2025) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2024 Action Plan and budget, now, therefore, be it

RESOLVED, that the Amherst Town Board hereby authorizes the Supervisor, as official representative of the Town in submitting the Action Plan and amendments thereto, and all understandings and assurances contained therein, to execute the HOME contract with the Department of Housing and Urban Development subject to satisfactory completion of the contract routing system.

9/16/2024
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no local monetary consideration and will have no impact on the Town Budget or tax rate. The contract represents inflow of funds to Community Development.

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

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa, Su or
Daniel C. Howard P
Planning Direc
Daniel J. Ulatowsk CP
Assistant Planning tor

September 11, 2024

Agenda of September 16, 2024

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Authorization for the Supervisor to sign the HUD Contract for the FY 2024 Home Investment Partnership Program Funds (HOME)

Dear Councilmembers:

The 2024 Annual Action Plan and budget for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) funds in the Town was adopted at the Town Board meeting of February 5, 2024 (res #2024-164) and submitted to the US Department of Housing and Urban Development (HUD) in May. A proposed resolution authorizing the Supervisor to sign the HUD 2024 HOME grant agreement is attached for your consideration.

The final budget allocations were provided by HUD in May 2024 and were higher for the CDBG program and lower for the HOME program. The Town will receive $37,351 in CDBG and $841,854.41 in HOME funds.

Thank you for your assistance with this matter.

Very truly yours,

Daniel J. Ulatowski, AICP
Assistant Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2024\Grant Agreements\TB_HOME_contractltr._9.11.24.docx

Attachment: _TB-Letter-HOME-09112024134620 (RES-2024-760 : 2024 HOME Contract CRS #5064)

Docusign Envelope ID: 22E054CF-D226-4D3E-AADF-60A049D6E0D5

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match the name associated with 3b.) and Address	2. Grant Number (Federal Award Identification Number (FAIN)) M24-DC360511	
Town of Amherst 5583 Main Street Williamsville, NY 14221	3a Tax Identification Number 166002157	3b. Unique Entity Identifier (formerly DUNS) LUD2CUCRDQK7
	4. Appropriation Number 86 4/7 0205	5. Budget Period Start and End Date FY 2024 through FY 2032

6. Previous Obligation (Enter "0" for initial FY allocation)		$0.00
a. Formula Funds	$	
7. Budget Approved by the Federal Awarding Agency/Current Transaction (+ or -)		$832,854.41
a. Formula Funds	$832,854.41	
1. CHDO (For deobligations only)	$	
2. Non- CHDO (For deobligations only)	$	
8. Revised Obligation		$
a. Formula Funds	$	

9. Special Conditions (check applicable box) ☐ Not applicable ☒ Attached	10. **Federal Award Date (HUD Official's Signature Date)** (mm/dd/yyyy) **9/8/2024**
11. Indirect Cost Rate* See Addendum	12. Period of Performance Start and End Date Date in Box #10 - 09/30/2033

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee must use the Grant Funds only for costs (including indirect costs) that meet the applicable requirements in 2 CFR part 200 (including appendices). The Grantee must complete the Addendum to Agreement Grantee Indirect Cost Rate(s) (Addendum) and return it to HUD with this Agreement. The Addendum will be incorporated into and made part of this Agreement, if, and only if, the rate information provided by Grantee in the Addendum is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 6th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The Grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001) 2023-05698.pdf (govinfo.gov), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Waste, Fraud, Abuse, and Whistleblower Protections: Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must reports such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee- as well as personal services contractor- who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Jill Casey, CPD Director (Acting)	14. Signature Signed by: [redacted]	15. Date 9/8/2024
16. For the Grantee (Name and Title of Authorized Official) Brian J. Kulpa, Town Supervisor	17. Signature	18. Date / /

Attachment: home-09112024133407 (RES-2024-760 : 2024 HOME Contract CRS #50064)

Docusign Envelope ID: 22E054CF-D226-4D3E-AADF-60A049D6E0D5

☒ Initial Agreement ☐ Amendment #

20. Funding Information: *HOME*

Source of Funds	Appropriation Code	PAS Code	Amount
2024	*86 4/7 0205*	*HMF (N)*	$831,925.04
2023	*86 3/6 0205*	*HMF (M)*	$ 929.37

Attachment: home-09112024133407 (RES-2024-760 : 2024 HOME Contract CRS #5064)

Addendum to Agreement M24-DC360511

Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Grantee's Authorized Representative:
You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

Name of Authorized Official:

Signature: X

Date (mm/dd/yyyy): / /

Title:

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E; Appendix IV to Part 200 (for nonprofit organizations); and Appendix VII to Part 200 (for state and local governments).

Attachment: home-0911202413340 7 (RES-2024-760 : 2024 HOME Contract CRS #5064)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29435 **RESOLUTION 2024-761** **ADOPTED**

To Authorize the Supervisor to Sign the HUD 2024 Community Development Block Grant Contract (CDBG) CRS #5063

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Community Development Block Grant funds (CDBG) for Fiscal Year 2024 (April 1, 2024 to March 31, 2025) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2024 Annual Action Plan and budget, now, therefore, be it

RESOLVED that the Amherst Town Board hereby authorizes the Supervisor, as official representative of the Town in submitting the Action Plan and amendments thereto, all understandings and assurances contained therein, to execute the CDBG contract with the Department of Housing and Urban Development subject to satisfactory completion of the contract routing system.

9/16/2024
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no local monetary consideration and will have no impact on the Town Budget or tax rate. The contract represents inflow of funds to Community Development.

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

Amherst

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

Brian J. Kulpa, Su or
Daniel C. Howard P
Planning Direc
Daniel J. Ulatowsk P
Assistant Planning tor

September 11, 2024

Agenda of September 16, 2024

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Authorization for the Supervisor to sign the HUD Contract for the FY 2024 Community Development Block Grant Funds (CDBG)

Dear Councilmembers:

The 2024 Annual Action Plan and budget for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) funds in the Town was adopted at the Town Board meeting of February 5, 2024 (res #2024-164) and submitted to the US Department of Housing and Urban Development (HUD) in May. A proposed resolution authorizing the Supervisor to sign the HUD 2024 CDBG grant agreement is attached for your consideration.

The final budget allocations were provided by HUD in May 2024 and were higher for the CDBG program and lower for the HOME program. The Town will receive $637,351 in CDBG and $832,854.41 in HOME funds.

Thank you for your assistance with this matter.

Very truly yours,

Daniel J. Ulatowski, AICP
Assistant Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2024\Grant Agreements\TB_CDBG_contractltr._9.11.24.docx

Attachment: _TB-Letter-CDBG-09112024134604 (RES-2024-761 : 2024 CDBG Contract CRS #5063)

Docusign Envelope ID: D8773F3B-5448-4C22-BCF4-08060FFDD84F

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/2025

1. Name of Grantee (as shown in item 5 of Standard Form 424) Town of Amherst	3a. Grantee's 9-digit Tax ID Number 166002157	3b. Grantee's 9-digit DUNS Number LUD2CUCRDQK7 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 5583 Main Street Williamsville, NY 14221	4. Date use of funds may begin 04/01/2024	
	5a. Project/Grant No. 1 B-24-MC-36-0010	6a. Amount Approved $637,351.00 (by this action)
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any additional and/or special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the additional and/or special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Jill Casey		Grantee Name (Contractual Organization) TOWN OF AMHERST	
Title CPD Director (Acting)		Title	
Signature X Signed by: 81FEC40FD353497...	Date (mm/dd/yyyy) 9/6/2024	Signature X	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Additional/Special Conditions (check one) ☐ None ☒ Attached	9a. Date HUD Received Submission (mm/dd/yyyy) 9b. Date Grantee Notified (mm/dd/yyyy) 9c. Date of Start of Program Year 04/01/2024	10. check one ☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number

11. Amount of Community Development Block Grant	FY 2024	FY 2023	
a. Funds Reserved for this Grantee			
b. Funds now being Approved	$637,338.00	$ 13.00	
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved
N/A

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12b. Name and complete Address of Public Agency

12c. Name of Authorized Official for Designated Public Agency

Title

Signature
X

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

Attachment: cdbg-09112024133424 (RES-2024-761 : 2024 CDBG Contract CRS #5063)

8. Additional Conditions.

(a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2031. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2031.

(b) The Grantee must complete Addendum #1 to Agreement "Grantee Indirect Cost Rate(s)" and return it to HUD with this Agreement. The addendum HUD receives from the Grantee will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 CFR part 200. The Grantee must immediately notify HUD upon any change in the Grantee's indirect cost rate, so that HUD can amend the Agreement to reflect the change if necessary.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt

Attachment: cdbg-09112024133424 (RES-2024-761 : 2024 CDBG Contract CRS #5063)

of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

(h) The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

(h) Waste, Fraud, Abuse, and Whistleblower Protections. Any person who becomes aware of the existence or apparent existence of fraud, waste or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). HUD OIG is available to receive allegations of fraud, waste, and abuse related to HUD programs via its hotline number (1-800-347-3735) and its online hotline form. You must comply with 41 U.S.C. § 4712, which includes informing your employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, grantee, and subgrantee—as well as a personal services contractor—who make a protected disclosure about a Federal grant or contract cannot be discharged, demoted, or otherwise discriminated against as long as they reasonably believe the information they disclose is evidence of: 1. Gross mismanagement of a Federal contract or grant; 2. Waste of Federal funds; 3. Abuse of authority relating to a Federal contract or grant; 4. Substantial and specific danger to public health and safety; or 5. Violations of law, rule, or regulation related to a Federal contract or grant.

(i) The Grantee will comply with the right to report crime and emergencies protections at 34 U.S.C. 12495 of the Violence Against Women Act.

Attachment: cdbg-09112024133424 (RES-2024-761 : 2024 CDBG Contract CRS #5063)

Addendum # 1 to Agreement B-24-MC-36-0010
Grantee Indirect Cost Rate(s)

As the duly authorized representative of the Grantee, I certify that the Grantee:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Name of Authorized Official:

Signature: X

Date (mm/dd/yyyy): / /

Title:

Instructions for the Grantee's Authorized Representative:

You must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 CFR part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

Attachment: cdbg-09112024133424 (RES-2024-761 : 2024 CDBG Contract CRS #5063)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29430 **RESOLUTION 2024-762** **ADOPTED**

Training & Travel Request Gun Involved Violence Elimination (GIVE) Symposium

TOWN BOARD AGENDA ITEM : SEPTEMBER 16, 2024

TO: **Town Board**

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

RE: **Training & Travel Request**
Gun Involved Violence Elimination (GIVE) Symposium

Kindly adopt a Resolution authorizing two (2) Officers to attend the above entitled course. This course is being held in Albany, New York from September 16, 2024 through September 20, 2024. The cost for this training and travel is $1,547.00.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 16, 2024)**

9/16/2024
Consent

FINANCIAL IMPACT:

A 3124 .4040: $1,547.00

GIVE Grant Funds

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

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
9/16/2024	9/20/2024	ALBANY NY	GIVE SYMPOSIUM

Expenses	Estimated	Budget A/C #	Actual
Transportation: POLICE VEHICLE			
Mileage @ $0.67			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
$51.75 x2	$ 103.50	A3139.4050	
3 # Breakfasts @ $ 16	$ 48.00	"	
3 # Lunches @ $ 17	$ 51.00	"	
3 # Dinners @ $ 31	$ 93.00	"	
3 # Incidentals @ $ 5	$ 15.00	"	
Registration/Conference Fee			
Other			
Subtotal	$ 310.50		N/A
Contingency - 10% of subtotal or $200	$ 31.05		N/A
TOTAL	$ 341.55		

Request Approved By:

Department Head Signature

9/16/2024

Date

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Revised 1.2024

Attachment: RedactedTravelFormGIVESymposium 9.16.24 (RES-2024-762 : Training & Travel Request: GIVE Symposium)

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

Name	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
9/16/2024	9/20/2024	ALBANY NY	GIVE SYMPOSIUM

Expenses	Estimated	Budget A/C #	Actual
Transportation: POLICE VEHICLE			
Mileage @ $0.67 GAS	$60	A3139 4050	
Tolls	$30	"	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
4 # nights @ $ 209	$836	"	
Meals:			
IRS Per Diem Per Day:			
1st & Last Day of Travel @ 75%			
$51.75 x 2	$103.50	"	
3 # Breakfasts @ $ 16	$48	"	
3 # Lunches @ $ 17	$51	"	
3 # Dinners @ $ 31	$93	"	
3 # Incidentals @ $ 5	$15	"	
		"	
Registration/Conference Fee			
Other			
Subtotal	$1236.50		N/A
Contingency - 10% of subtotal or $200	$123.65		N/A
TOTAL	$1360.15		

Request Approved By:

Department Head Signature

9/10/2024

Date

Town Board :

Town Board Resolution & Date

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Revised 1.2024

Attachment: RedactedTravelFormGIVESymposium 9.16.24 (RES-2024-762 : Training & Travel Request: GIVE Symposium)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 29422 **RESOLUTION 2024-763** **ROLL CALL VOTE (ADOPTED)**

Approval to Use Trust and Agency Funds

We respectfully request Town Board and the Supervisors permission to use funds from the Trust and Agency Account to purchase Gift Cards for the University Express classes.
A donation from the Amherst Generations Foundation was made to cover the cost.

9/16/2024
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and approved via Roll Call vote 4-0-1 (Marinucci, abstain).

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 0]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala
ABSTAIN:	Marinucci

Brian J. Kulpa
Supervisor, Town of Amherst

Melissa Abel
Executive Director, Senior Center

Town of Amherst Center for Senior Services

To : The Honorable Amherst Town Board
Brian Kulpa, Town Supervisor
Councilmembers:
Shawn Lavin, Deputy Town Supervisor
Jacqualine Berger
Michael Szukala
Angela Marinucci

From : Melissa Abel, Director of Senior Services

Subject : Purchase Request

Date : September 1, 2024

In order to give a small token of appreciation (Gift Cards, $25 each) to the instructors that teach our University Express Classes , we have received a donation of $625.00 from the Amherst Generations Foundation to cover the cost of the Gift Cards. The check has been deposited into our T2100-4002 account.

I am requesting approval to spend the $625.00 from our T2100-4002 account. With your approval, the gift cards will be purchased on my Town of Amherst issued Credit Card and the amount will be charged to A6772-02720.

Please let me know if there is any further information needed from me.

Thank you

Melissa

Attachment: University Express-091120240939000-0001 (RES-2024-763 : Approval to Use Trust and Agency Funds)

370 John James Audubon Parkway~Amherst, New York~14221
Phone: 716-636-3050 Fax: 716-639-7572
AmherstCenterforSeniorServices.com

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 29425 **RESOLUTION 2024-764** **ADOPTED**

Approval to Use Trust and Agency Funds

We respectfully request Town Board and the Supervisors permission to use funds from the Trust and Agency account to purchase gift cards for the Annual Volunteer Appreciation event. A donation from the Amherst Generations Foundation was made to cover the cost.

9/16/2024
Consent

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

Brian J. Kulpa
Supervisor, Town of Amherst

Melissa Abel
Executive Director, Senior Center

Town of Amherst Center for Senior Services

To : The Honorable Amherst Town Board
Brian Kulpa, Town Supervisor
Councilmembers:
Shawn Lavin, Deputy Town Supervisor
Jacqualine Berger
Michael Szukala
Angela Marinucci

From : Melissa Abel, Director of Senior Services

Subject : Purchase Request

Date : September 1, 2024

In order to give a small token of appreciation (Gift Cards) to our volunteers at the annual Volunteer Appreciation event to be held September 25th , we have received a donation of $5000.00 from the Amherst Generations Foundation to cover the cost of the Gift Cards. The check has been deposited into our T2100-4002 account.

I am requesting approval to spend the $5000.00 from our T2100-4002 account. With your approval, the gift cards will be purchased on my Town of Amherst issued Credit Card and the amount will be charged to A6772-02720.

Please let me know if there is any further information needed from me.

Thank you

Melissa

Attachment: vol rec-09112024093918-0001 (RES-2024-764 : Approval to Use Trust and Agency Funds)

370 John James Audubon Parkway~Amherst, New York~14221
Phone: 716-636-3050 Fax: 716-639-7572
AmherstCenterforSeniorServices.com

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29426 **RESOLUTION 2024-765** **ADOPTED**

Travel Request - Required Operator Training Courses

The Engineering Department is requesting approval to send one (1) employee to attend the Basic Wastewater Operations Lab course at the North County Training Center in Dunkirk, NY through Jamestown Community College in September 2024. The total cost for the employee to attend the course is estimated to be $1,911.42, and includes registration, tolls/mileage reimbursement, and per diem.

The Engineering Department is also requesting to send another (1) employee to attend the Basic Operations training course in December 2024 at the Environmental Training Center at SUNY Morrisville in Morrisville, NY. The total cost for the employee to attend the courses is estimated to be $4,242.00, and includes registration, tolls/mileage reimbursement, lodging and per diem.

Funding for this request will be available in accounts G9916-4040 and G9916-4850.

Thank you for considering this request.

9/16/2024
Consent

FINANCIAL IMPACT:

The total cost for the employee to attend the course is estimated to be $1,911.42 for 1 employee.

The total cost for the employee to attend the courses is estimated to be $4,242.00 for 2nd employee.

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

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

NAME	Employee #	Department	Phone Number
Daniel Berke	9407	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
12/1/2024	12/14/2024	Environmental Training Center, SUNY Morrisville, Morrisville, NY	Basic Operations 12/2-12/13/2024

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage 355 @ $0.67	$237.85	G9916-4040	
Tolls	$26.08	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights 13 @ $ 107.00	$5,587.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $59.00			
1st & Last Day of Travel @ 75%	$88.50	G9916-4040	
# Breakfasts 12 @ $ 13.00	$156.00	G9916-4040	
# Lunches 12 @ $ 15.00	$180.00	G9916-4040	
# Dinners 12 @ $ 26.00	$312.00	G9916-4040	
# Incidentals 12 @ $ 5.00	$60.00	G9916-4040	
Registration/Conference Fee	$975.00	G9916-4850	
Textbook - already received	$0.00	G9916-4850	
Other			
Subtotal	$7,622.43 -		N/A
Contingency - 10% of subtotal or $200	$762.243 -		N/A
TOTAL	$8,384.67 -		

Request Approved By:

Department Head Signature

9/10/24

Date

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

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Town Board :

Town Board Resolution & Date

Attachment: Travel Expense Approval (RES-2024-765 : Travel Request)

Revised 1.2.2024

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

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

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

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

NAME	Employee #	Department	Phone Number
Kevin Kohut	9707	Eng.-Plant 16	716-691-9771

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
9/9/2024	9/13/2024	Jamestown Community College, North County Training Center, Dunkirk,NY	Basic Wastewater Operations Lab

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.67 115.30*5days	$386.255	G9916-4040	
Tolls $3.14*2=$6.28*5days	$31.40	G9916-4040	
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $	$0.00	G9916-4040	
Meals:			
IRS Per Diem Per Day: $59.00			
1st & Last Day of Travel @ 75%		G9916-4040	
# Breakfasts @ $ 13.00		G9916-4040	
# Lunches 5 @ $ 15.00	$75.00	G9916-4040	
# Dinners @ $ 26.00		G9916-4040	
# Incidentals @ $ 5.00		G9916-4040	
Registration/Conference Fee	$1,245.00	G9916-4850	
		G9916-4850	
Other			
Subtotal	$1,737.655 -		N/A
Contingency - 10% of subtotal or $200	$1173.7655 -		N/A
TOTAL	$1,911.42 -		

Request Approved By:

Department Head Signature

9/10/24

Date

Town Board :

Town Board Resolution & Date

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

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel Expense Approval (RES-2024-765 : Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29428 **RESOLUTION 2024-766** **ADOPTED**

USGS Joint Funding Agreement For Water Resource Investigations FY 2024-2025, CRS #5057

The Engineering Department is requesting Town Board approval and permission for the Supervisor to sign the above referenced Joint Funding Agreement. This agreement is for the operation and maintenance of the gaging stations with telemetry at Ellicott Creek below Williamsville (04218518) and Tonawanda Creek Rapids (04218000). The term of this agreement is October 1, 2024 to September 30, 2025.

The gaging stations are used by the Town for flood studies, and also to forecast the possibility of impending flooding. The water level monitors located in Ellicott Creek and Tonawanda Creek are extremely beneficial and necessary for our town's flood monitoring.

The Town of Amherst's share for the upcoming term will be $18,311.00 and the Town of Clarence's will be $970.00. U.S. Geological Survey contributions for this agreement are $3,795.00 for a combined total of $23,076.00. Funds are available in Account H-8000-4110.

This request is pending successful completion of the contract review process. Thank you for considering our request.

9/16/2024
Consent

FINANCIAL IMPACT:

The Town of Amherst's share for the upcoming term will be $18,311.00

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

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
New York Water Science Center
425 Jordan Rd
Troy, NY 12180

August 27, 2024

Mr. Jeffrey Burroughs
Town Engineer
Town of Amherst
1100 North Forest Road
Williamsville, NY 14221

Dear Mr. Burroughs:

Enclosed is our standard joint-funding agreement 25LKJFA24570008 between the U.S. Geological Survey New York Water Science Center and Town of Amherst for negotiated deliverables (see attached), during the period October 1, 2024 through September 30, 2025 in the amount of $19,281 from your agency. U.S. Geological Survey contributions for this agreement are $3,795 for a combined total of $23,076. Please sign and return one fully-executed original to Tracy Bristol at tbristol@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **October 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Guy Foster at (518) 285-5694 or email gfoster@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Tracy Bristol at phone number (518) 285-5626 or tbristol@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Gary R Wall
Acting Director

Enclosure
25LKJFA24570008

Attachment: USGS Agreement_2024-2025 (RES-2024-766 : USGS Joint Funding Agreement CRS #5057)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000393
Agreement #: 25LKJFA24570008
Project #: LK00GPU
TIN #: 16-6002157

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of the October 1, 2024, by the U.S. GEOLOGICAL SURVEY, New York Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Town of Amherst party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $3,795 by the party of the first part during the period October 1, 2024 to September 30, 2025

(b) $19,281 by the party of the second part during the period October 1, 2024 to September 30, 2025

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Attachment: USGS Agreement_2024-2025 (RES-2024-766 : USGS Joint Funding Agreement CRS #5057)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000393
Agreement #: 25LKJFA24570008
Project #: LK00GPU
TIN #: 16-6002157

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Guy Foster
NY Observing Systems, Chief (Supv Hydrologist)
Address: District Office - Troy 425 Jordan Road
Troy, NY 12180
Telephone: (518) 285-5694
Fax: (518) 285-5601
Email: gfoster@usgs.gov

Customer Technical Point of Contact

Name: Jeffrey Burroughs
Town Engineer
Address: 1100 North Forest Road
Williamsville, NY 14221
Telephone: (716) 631-7154
Fax: (716) 631-7222
Email: jburroughs@amherst.ny.us

USGS Billing Point of Contact

Name: Tracy Bristol
Administrative Officer
Address: District Office - Troy 425 Jordan Road
Troy, NY 12180
Telephone: (518) 285-5626
Fax: (518) 285-5601
Email: tbristol@usgs.gov

Customer Billing Point of Contact

Name: Jeffrey Burroughs
Town Engineer
Address: 1100 North Forest Road
Williamsville, NY 14221
Telephone: (716) 631-7154
Fax: (716) 631-7222
Email: jburroughs@amherst.ny.us

U.S. Geological Survey
United States
Department of Interior

Signature

By _____ Date: 8/27/2024
Name: Gary R Wall
Title: Acting Director

Town of Amherst

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

Attachment: USGS Agreement_2024-2025 (RES-2024-766 : USGS Joint Funding Agreement CRS #5057)

Station Number	Station Name	Funded data collection elements								
		Published, available in perpetuity				*Not published, available for 120 days*				gage utilities
		stage & discharge								
04218000	TONAWANDA CREEK AT RAPIDS NY									x
04218518	ELLICOTT CREEK BELOW WILLIAMSVILLE NY	x								x

Cooperator Cost Summary

Report generated: 8/20/2024 8:57:16 AM

for the period: 10/1/2024 to 9/30/2025

Town of Amherst (NY081)

04218000 ***TONAWANDA CREEK AT RAPIDS NY***

Element	FY	Qty.	Wgt.	Months	Coop	USGS
PHONE	2025	--	--	--	$970	$197
				Station Cost Share	**$970**	**$197**
					Station Total	**$1,167**

04218518 ***ELLICOTT CREEK BELOW WILLIAMSVILLE NY***

Element	FY	Qty.	Wgt.	Months	Coop	USGS
QCONT	2025	1	1	12	$17,851	$3,492
POWER	2025	--	--	--	$460	$106
				Station Cost Share	**$18,311**	**$3,598**
					Station Total	**$21,909**
				Cooperator Cost Share	**$19,281**	**$3,795**
					Cooperator Total	**$23,076**

Attachment: USGS Agreement_2024-2025 (RES-2024-766 : USGS Joint Funding Agreement CRS #5057)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29414 **RESOLUTION 2024-767** **ADOPTED**

Authorization to Pay Vendor

Due to the timing of the new town-wide dumpster contract and a miscommunication regarding which company was serving which sites and with which items, the dumpsters at the Northtown Center at Amherst and the Clearfield Community Center were not picked up at the end of the previous contract and were used into the new contract period. Please authorize the payment of invoices to Waste Management for the month of June for both locations as well as prorated invoices for one week of July.

9/16/2024
Consent

FINANCIAL IMPACT:

A 7141.4110: $299.42 and A 7253.4110: $1,296.78

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: 09/16/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29432 **RESOLUTION 2024-768** **ADOPTED**

Service Agreement - DFC Grant

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and The Prevention Council of Erie County for work related to Year 4 of the town's Drug Free Communities Grant, pending successful completion of the contract routing process.

9/16/2024
Consent

FINANCIAL IMPACT:

A 7256.4110: $12,225.00

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

AGREEMENT FOR SERVICES PROVIDED UNDER THE DRUG FREE COMMUNITIES GRANT

AGREEMENT dated this _____ day of _____, 2024, by and between the Town of Amherst (the Town), New York, a municipal corporation with offices at 5583 Main Street, Williamsville, NY 14221 and *The Prevention Council of Erie County* (*The Prevention Council)* with offices at 1625 Hertel Avenue, Buffalo NY 14216.

WITNESSETH

WHEREAS, *The Prevention Council* presently conducts Prevention Services and

WHEREAS, *The Prevention Council*, in cooperation with the Town of Amherst Youth & Recreation Department, is desirous of operating a Community Prevention Project, and

WHEREAS, the Town is a grantee eligible to receive reimbursement from the Centers for Disease Control for sponsoring such a project,

NOW, THEREFORE, it is mutually understood and agreed as follows:

1. The Town will sponsor a Community Prevention Project and pay to *The Prevention Council* a sum not to exceed *$12,225.00* for the period September 30, 2023 through September 30, 2024 for the operation of said project.

2. The amount paid by the Town in accordance with Paragraph 1 constitutes the Town's full obligation with regard to the agreement and all consequences arising therefrom, except that the Town shall be entitled to federal reimbursement as sponsor of the project.

3. *The Prevention Council* agrees to provide the following as part of the agreement: The services of the Director of Community-Based Programs at approximately .25FTE to

Attachment: The Prevention Council Contract Year 4 (RES-2024-768 : Service Agreement - DFC Grant)

assist with parent programs, lead planning for Family Day activities, and support the work of the Amherst Youth & Community Coalition.

4. *The Prevention Council* agrees to hire as its own employees any personnel required in conjunction with the operation of the Community Prevention Project.

6. The program will not discriminate against any applicant on the basis of color, national origin, disability, sex, or religion and will abide by all rules and regulations concerning discrimination and equal opportunity.

7. Except with regulation to duties normally accepted and imposed upon *The Prevention Council*, this agreement shall constitute the full and complete obligation of the parties thereto.

10. Claims for expenditures made by the project should be submitted no later than 90 days past the end of the quarter in which they were incurred.

TOWN OF AMHERST

BRIAN J. KULPA

_____
Supervisor

Date: _____

THE PREVENTION COUNCIL OF ERIE COUNTY

ROBIN MANN

_____
Executive Director

Date: _____

Attachment: The Prevention Council Contract Year 4 (RES-2024-768 : Service Agreement - DFC Grant)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Town Clerk
DOC ID: 29427

COMMUNICATION 2024-77 **REFERRED**

Correspondence from Sean Hopkins, Esq. - Project at 4300 Millerpsort Highway

Letter from Sean Hopkins, Esq. regarding the creation of a lighting district for the project at 4300 Millersport Highway.

9/16/2024
Referred to Attorney, Planning, Highway, Engineering, Finance & schedule a public hearing for October 28th

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

HSM

September 10, 2024

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Residential Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Cimato & Sons (the "Project Sponsor") in connection with the above referenced mixed-use project at 4300 Millersport Highway ("Project Site") for the purpose of requesting that the Town Board adopt a resolution during its upcoming meeting on September 16th for the purpose of authorizing the creation of a lighting district for the lighting improvements to be installed in connection the public roadway for the project per the resolution approved by the Town Board during its meeting on August 19, 2024. A certified copy of Resolution 2024-675 as adopted by the Town Board on August 19, 2024 is attached at **Exhibit "A"**.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.
cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Sam Alba, Esq., Town Attorney
Daniel Howard, AICP, Planning Director
Christopher Schregel, Engineering Department
Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsr-legal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-Lighting District Creation-09-10-24 (COM-2024-77 : Correspondence from Sean Hopkins, Esq. - Project at 4300

EXHIBIT 1

Attachment: Kulpa-Ltr-Lighting District Creation-09-10-24 (COM-2024-77 : Correspondence from Sean Hopkins, Esq. - Project at 4300

TOWN OF AMHERST

TOWN CLERK'S OFFICE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7021
FAX (716) 631-7152
www.amherst.ny.us

Francina J. Spoth
Town Clerk

Timothy Koller
Deputy Town Clerk

Attachment: Kulpa-Ltr-Lighting District Creation-09-10-24 (COM-2024-77 : Correspondence from Sean Hopkins, Esq. - Project at 4300

CERTIFICATE OF TOWN CLERK

I, Francina J. Spoth, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY, as follows:

That the attached Resolution 2024-675 "Resolution of Commitment to Accept Future Public Improvements (4300 Millersport Highway, SP-2022-03A)" is a true and exact copy of the Resolution enacted by the Town Board at its meeting on August 19, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this 21nd day of August, 2024.

Francina J. Spoth
Town Clerk
Town of Amherst, Erie County, NY

Sworn to before me
This 21nd day of August, 2024

Notary Public

TIMOTHY J. KOLLER
No. 01KO6263885
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 06/11/2028

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

Francina J. Spoth
Town Clerk

Meeting: 08/19/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by: **Councilmember Jacqualine Berger**

DOC ID: 29331 **RESOLUTION 2024-675** **ROLL CALL VOTE (ADOPTED)**

Resolution of Commitment to Accept Future Public Improvements (4300 Millersport Highway, SP-2022-03A)

WHEREAS, The Amherst Town Board at its meeting of June 24, 2024 received correspondence from Sean Hopkins, Esquire dated June 17, 2024 regarding a request to commit to accepting future public highways for a proposed development project at 4300 Millersport Highway, AND

WHEREAS, a site plan for phase one of the subject project was approved by the Amherst Planning Board on June 25, 2024 under file number SP-2022-03A, AND

WHEREAS, phase one of the site plan included a proposed main internal roadway and two short cul-de-sac roads which would serve a residential development consisting of 38 patio homes, 7 four unit town homes and 6 two unit town homes for a total of 78 dwelling units as shown on the attached site plan, AND

WHEREAS, the project Developer desires the Town of Amherst to accept the aforementioned proposed roads, including a proposed public waterline and street lighting after such improvements are constructed to town specifications by the developer, and with public improvement permits as required by the Town,

NOW, THERFORE, BE IT RESOLVED, this Town Board will commit to approving future public improvement permits for phase one of the subject development project once approved by the Town Engineer, with the future intention of accepting such improvements after they have been constructed, inspected and certified by the Town Engineer for acceptance as Town owned public infrastructure.

8/19/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and approved via Roll Call vote 4-1 (nay, Marinucci).

FINANCIAL IMPACT:

Future Maintenance Obligations for Public Infrastructure- Amount TBD

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala
NAYS:	Marinucci

Attachment: Kulpa-Ltr-Lighting District Creation-09-10-24 (COM-2024-77 : Correspondence from Sean Hopkins, Esq. - Project at 4300

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Town Clerk
DOC ID: 29431

COMMUNICATION 2024-78 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road

Letter from Sean Hopkins, Esq. regarding the SA Zoning Report and 455 & 495 Schoelles Road.

9/16/2024
Referred to Attorney, Planning and the Planning Board

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

September 11, 2024

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: 455 & 495 Schoelles Road - Cimato Enterprises
Town of Amherst
File No. 10188.2

Dear Supervisor Kulpa & Councilmembers:

This letter is being submitted on behalf of Cimato Enterprises in connection with the property it owns located at 455 and 495 Schoelles Road. During the work session meeting of the Town Board held on June 10th, a presentation was given regarding the draft SA Zoning Report.

On May 13th, the Town Board adopted a resolution referring my letter dated May 7th requesting that the SA Zoning Report be finalized to the Planning Department and the Town Attorney's Office. A copy of the resolution adopted by the Town Board on May 13th with an attached copy of my letter dated May 7th are attached as Exhibit "1".

Cimato Enterprises is once again requesting that SA Zoning Report that was authorized via a resolution adopted by the Town Board be finalized and also that the SA Zoning Report designate the property at 455 and 495 Schoelles Road as appropriate for a residential subdivision consistent with the R-3 standards in the Zoning Code.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Sam Alba, Esq., Town Attorney
Daniel C. Howard, AICP, Planning Director
Fred Cimato, Cimato Enterprises
Ken Zollitsch, GPI Engineering

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
5500 Main Street, Suite 343 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-Date-09-11-24 (COM-2024-78 : Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road)

Exhibit 1

Attachment: Kulpa-Ltr-Date-09-11-24 (COM-2024-78 : Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road)

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

Francina J. Spoth
Town Clerk

Meeting: 05/13/24 07:00 PM
Department: Town Clerk
DOC ID: 28968

COMMUNICATION 2024-37 **REFERRED**

Correspondence from Sean Hopkins, Esq.

Letter from Sean Hopkins, Esq. regarding the pending SA Zoning Report.

5/13/2024
Referred to Town Attorney & Planning

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

Attachment: Kulpa-Ltr-Date-09-11-24 (COM-2024-78 : Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road)

May 7, 2024

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: 455 & 495 Schoelles Road - Cimato Enterprises
File No. 10188.2 – Town of Amherst

Dear Supervisor Kulpa & Councilmembers:

This letter is being submitted on behalf of Cimato Enterprises in connection with the property it owns located at 455 and 495 Schoelles Road.

Cimato Enterprises is requesting that the finalize the pending SA Zoning Report that was authorized via a resolution adopted by the Town Board more than two years ago and also that the SA Zoning Report designate the property at 455 and 495 Schoelles Road as appropriate for a residential subdivision consistent with the R-3 zoning standards.

Please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com with any questions regarding this letter.

Thank you for your anticipated cooperation.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Martin Pollowy, Esq., Town Attorney
Daniel C. Howard, AICP, Planning Director
Fred Cimato, Cimato Enterprises
Ken Zollitsch, GPI Engineering

Attachment: Kulpa-Ltr-Date-09-11-24 (COM-2024-78 : Correspondence from Sean Hopkins, Esq. - 455 & 495 Schoelles Road)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Town Clerk
DOC ID: 29405

COMMUNICATION 2024-79 **REFERRED**

Notice of Claim: Lynne M. Logan and Gerard J. Logan, Her Spouse Vs. Town of Amherst Et Al.

9/16/2024
Referred to Attorney

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

SEP 10 2024 AM10:1

In the Matter of the Claim of

LYNNE M. LOGAN and
GERARD J. LOGAN, Her Spouse,

Claimants,

- against -

TOWN OF AMHERST and
ERIE COUNTY,

Respondents.

NOTICE OF CLAIM

TO: TOWN OF AMHERST and
ERIE COUNTY

PLEASE TAKE NOTICE, that LYNNE M. LOGAN and GERARD J. LOGAN, have and hereby make claim against the TOWN OF AMHERST and ERIE COUNTY, and in support of said claim state the following:

1. The Post Office address of the claimants is

2. The attorneys for the claimants 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 LYNNE M. LOGAN is for personal injuries, including without limitation, loss of income and medical expenses, and for consequential damages generally.

4. The claim of GERARD J. LOGAN is for loss of services, society, companionship and consortium as a result of his wife's accident, and for consequential damages generally.

Attachment: DOC091024-09102024103836 (COM-2024-79 : Notice of Claim: Lynne M. Logan and Gerard J. Logan, Her Spouse Vs. Town of

5. The claim arose on a bike path commonly known as the Ellicott Creek Bike Path a/k/a Ellicott Creek Trail Way, located in the Town of Amherst, County of Erie and State of New York.

6. The claim arose in substance as follows: On the 15th day of June, 2024, between approximately 12:00 p.m. and 1:00 p.m., the claimant, LYNNE M. LOGAN, while lawfully riding her bicycle on the bike path was caused to contact a height differential between the bike path surface and the adjacent soil resulting in serious injuries to the claimant. The location of the incident was at approximate GPS coordinates 42°59'47.1" N, 78°46'35.7" W, and approximately 1,250 feet east along the bicycle path from that path's intersection with North Maplemere Road, and approximately 50 feet west along the path from an intersecting spur of the bike path, and on the south edge of the bike path as shown in the aerial photograph below:

Attachment: DOC091024-09102024103836 (COM-2024-79 : Notice of Claim: Lynne M. Logan and Gerard J. Logan, Her Spouse Vs. Town of

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 the TOWN OF AMHERST and ERIE COUNTY, and more particularly, among other things, in creating the hazard, in failing and omitting to make sure the pavement was even and contained a smooth transition from pavement to grass for individuals to traverse; in failing to give the claimant and others any notice and/or warning of the said dangerous and hazardous condition thereby created; in allowing and permitting the bike path to remain in a uneven, raised, hazardous and dangerous condition; in failing and omitting to reasonably anticipate that persons traversing the area could sustain physical injury by reason of the aforesaid hazardous condition; in failing and omitting to use proper maintenance and care of the bike path at the aforesaid premises; in failing and omitting to provide a safe means to traverse the aforesaid bike path and in failing and omitting to avoid the incident, which in the exercise of reasonable care, could and should have been avoided. Without limitation, Claimants may assert that the Respondents' use of the above premises constituted a special use. Without limitation, Claimants may assert that the Respondents created the hazardous condition or had notice, actual or constructive, of its existence.

8. Upon information and belief, as a result of the aforesaid incident, the claimant, LYNNE M. LOGAN, sustained severe 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; and more particularly, LYNNE M. LOGAN, sustained injuries

Attachment: DOC091024-09102024103836 (COM-2024-79 : Notice of Claim: Lynne M. Logan and Gerard J. Logan, Her Spouse Vs. Town of

in the nature of two pelvic fractures and a torn retina. Upon information and belief, these injuries will result in permanent defects.

WHEREFORE, claimants request that the TOWN OF AMHERST and ERIE COUNTY honor and pay the claim on behalf of LYNNE M. LOGAN and GERARD J. LOGAN.

DATED: Buffalo, New York
September 3, 2024

LYNNE M. LOGAN

GERARD J. LOGAN

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
DALE J. BAUMAN, ESQ.
Attorneys for Claimants
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
dbauman@lglaw.com

Attachment: DOC091024-09102024103836 (COM-2024-79 : Notice of Claim: Lynne M. Logan and Gerard J. Logan, Her Spouse Vs. Town of

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29417 **RESOLUTION 2024-769** **ADOPTED**

Private Improvement Permit No. 3126 Sanitary Sewer – Amherst Commerce Center 2023.011/SP-2023-03

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $27,501.50.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $27,351.50; of which $23,450.00 will be held in escrow to cover the inspection costs, and the remaining amount of $3,901.50 will be deposited in the SS District account G9000-02377 to cover the televising cost.

At this time, we are asking for your approval of the application for PIP No. 3126.

Thank you for considering this request.

9/16/2024
Consent

FINANCIAL IMPACT:

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $27,351.50; of which $23,450.00 will be held in escrow to cover the inspection costs, and the remaining amount of $3,901.50 will be deposited in the SS District account G9000-02377 to cover the televising cost.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: 09/06, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☒
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 234,500

Address and/or Subdivision Name: 4226 North Bailey Ave

Town of Amherst Job: SP-2023-03/2023.11

Description and location of improvements including quantities: 2601 LF of 8" SDR-35 PVC Pipe and 12 Manholes and one pump s

Owner: Benderson Development Company, L (Name) | 570 Delaware Ave, Buffalo, NY 14202 (Address) | 878-9397 (Phone)

Engineer/Designer: Carmina Wood Design (Name) | 487 Main Street, Buffalo, NY 14203 (Address) | 842-3165 (Phone)

Contractor: Woodstone Earth Construction (Name) | 485 State Route 21, Palmyra, NY 14522 (Address) | 315-597-9941 (Phone)

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The lighting as-builts must contain field verified survey data in AutoCAD or GIS format for all electrical components including conduits, poles with numbering, power sources, and handhole locations.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$23,450.00
VIDEO INSPECTION - SANITARY		$3,901.50
$1.50 Per Linear Foot		
TOTAL FEE		$27,501.50

Owner sign Here

Matthew J. Oates
Please Print Name

570 Delaware Ave
Address

Buffalo (City) | NY (State) | 14202 (zip) | 878-9397 (Phone)

Subscribed and sworn to before me this 9
Day of September 20 2024

Courtney L Adams
Notary Public, Erie County, New York

Notary Public-State of New York
No. 01AD6413282
Qualified in Niagara County
Commission Expires January 25, 2025

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3126 3126

_____
Town Clerk

Rev. 9/12/2023

Attachment: PIP 3126_Amherst Commerce Center_Public Storm_Application (RES-2024-769 : Private Improvement Permit No. 3126)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29418 **RESOLUTION 2024-770** **ADOPTED**

Public Improvement Permit No. 3127 Storm System – Amherst Commerce Center 2023.011/SP-2023-03

Attached please find an application for a Storm System Public Improvement Permit properly filled out. The permit fee and inspection cost amount to $38,050.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $37,900.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3127.

Thank you for considering this request.

9/16/2024
Consent

FINANCIAL IMPACT:

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $37,900.00 which will be held in escrow to cover the inspection costs.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: 09/06, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☐
Storm System	☒	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 379,000.00

Address and/or Subdivision Name: 4226 North Bailey Ave

Town of Amherst Job: SP-2023-03/2023.11

Description and location of improvements including quantities: 2 - manhole; 2 - Storm Structures 3 - catch basins;
426 LF 43" x 60" Arch Pipe; 170 LF - 3' x 10' Concrete Box Culverts; 409 LF - 24" HDPE; 172 LF - 12" HDPE
94 LF 30" HDPE;

	Name	Address	Phone
Owner:	Benderson Development Company, L	570 Delaware Ave, Buffalo, NY 14202	878-9397
Engineer/Designer:	Carmina Wood Design	487 Main Street, Buffalo, NY 14203	842-3165
Contractor:	Woodstone Earth Construction	485 State Route 21, Palmyra, NY 14522	315-597-9941

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The lighting as-builts must contain field verified survey data in AutoCAD or GIS format for all electrical components including conduits, poles with numbering, power sources, and handhole locations.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$37,900.00
VIDEO INSPECTION - SANITARY		
$1.50 Per Linear Foot		
TOTAL FEE		$38,050.00

Owner sign Here

Matthew J. Oates
Please Print Name

570 Delaware Ave
Address

Buffalo | NY | 14202 | 878-9397
City | State | zip | Phone

Subscribed and sworn to before me this 9
Day of September 20 24

Courtney L Adamo
Notary Public, Erie County, New York

COURTNEY L. ADAMO
Notary Public-State of New York
No. 01AD6413282
Qualified in Niagara County
Commission Expires January 25, 2027

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. ~~3126~~ 3127

_____
Town Clerk

Rev. 9/12/2023

Attachment: PIP 3127_Amherst Commerce Center_Private sanitary_Application (RES-2024-770 : Public Improvement Permit No. 3127)

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29440 **RESOLUTION 2024-771** **ADOPTED**

Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership 350 LP, Et. Al V. Town of Amherst

SUSPENSION ITEM : SEPTEMBER 16th, 2024 TOWN BOARD AGENDA

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 13, 2024**

RE: **Settlement of Article 7 Matter**
Centerpointe Corporate Park Partnership
350 LP, et. al v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Stipulation of Settlement and Order with respect to Index No. 809425/2023; and

(2) Settlement of the above matter as detailed in the attached Partial Stipulation of Settlement and Order with respect to Index No. 811145/2024; and

(3) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation of Settlement and Order and Partial Stipulation of Settlement and Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Suspension Item - September 16, 2024**)
Emily Murphy, Town Assessor

9/26/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Assessment

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

CENTERPOINTE CORPORATE PARK PARTNERSHIP 350 LP, 375 CENTERPOINTE CORPORATE PARK LLC, 400 CENTERPOINTE CORPORATE PARK LLC, 40 JOHN GLENN DRIVE ASSOCIATES, 6390 MAIN STREET LLC, VILLAGE PARK ASSOCIATES LLC, SWEETHOME COMMERCE PARK ASSOCIATES LLC, 450-500 CENTERPOINTE CORPORATE PARK LLC, C&S ASSOCIATES VIII, and 205 PARK CLUB LANE LLC,

Petitioner(s),

vs.

THE ASSESSOR FOR THE TOWN OF AMHERST, THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST, and THE TOWN OF AMHERST, NEW YORK,

Respondents.

PARTIAL STIPULATION OF SETTLEMENT AND ORDER

Index No. 811145/2024

WHEREAS, Petitioners Centerpointe Corporate Park Partnership 350 LP, 375 Centerpointe Corporate Park LLC, 400 Centerpointe Corporate Park LLC, 40 John Glenn Drive Associates, 6390 Main Street LLC, Village Park Associates LLC, Sweethome Commerce Park Associates, 450-500 Centerpointe Corporate Park LLC, C&S Associates VIII, And 205 Park Club Lane LLC (hereinafter, the "Petitioners"), having duly and timely commenced the above-captioned proceedings pursuant to Real Property Tax Law Article 7 by and through its attorneys, Goldberg Segalla LLP (Marc W. Brown, Esq., of counsel), against Respondents the Assessor for the Town of Amherst, the Board of Assessment Review for the Town of Amherst, and the Town of Amherst, New York (collectively, the "Respondents"), to review the assessment on real properties owned by the Petitioners that were, for the assessment roll years at issue, located at 350 Essjay Road (SBL # 69.14-5-9), 375 Essjay Road (SBL # 69.14-6-1), 400 Essjay Road (SBL

Attachment: Centerpoint Stip Order 2024 clean (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership 350

69.14-6-2), 40 John Glenn Drive (SBL # 26.19-4-10), 6390 Main Street (SBL # 69.04-1-30.12) 6400 Main Street (SBL # 69.04-1-30.11), 2420 Sweet Home Road (SBL # 40.08-3-5.1), 450-500 Essjay Road (SBL # 69.14-6-3), 495 Commerce Drive (SBL # 40.07-3-8.11), and 205 Park Club Lane (SBL # 80.07-1-1.21) (hereinafter, the "Subject Properties"); and

WHEREAS, Respondents appeared by and through their attorneys, Amherst Town Attorney (Samuel A. Alba, Esq., of counsel); and

WHEREAS, Intervenor-Respondent Sweet Home Central School District appeared by and through its attorneys, Gross Shuman P.C. (John K. Rottaris, Esq., of counsel); and

WHEREAS, Intervenor-Respondent Williamsville Central School District appeared by and through its attorneys, Hodgson Russ LLP (Michael B. Risman, Esq., of counsel); and

WHEREAS, Petitioners, Respondents, and Intervenors-Respondents are collectively referred to herein as the "Parties"; and

WHEREAS, the Parties have entered into extensive settlement negotiations and have agreed that settlement is in their best interests in order to avoid the cost of further litigation, among other things only with respect to the following properties 350 Essjay Road (SBL # 69.14-5-9), 375 Essjay Road (SBL # 69.14-6-1), 400 Essjay Road (SBL # 69.14-6-2), 40 John Glenn Drive (SBL # 26.19-4-10), 6390 Main Street (SBL # 69.04-1-30.12) 6400 Main Street (SBL # 69.04-1-30.11), and 2420 Sweet Home Road (SBL # 40.08-3-5.1); and

NOW, THEREFORE IT IS HEREBY STIPULATED AND AGREED that the Parties propose to settle and resolve their differences upon the terms and conditions set forth in this Stipulation of Settlement and Order:

1. The Subject Properties are located in the Town of Amherst, Sweet Home Central School District, Williamsville Central School District, and County of Erie taxing

Attachment: Centerpoint Stip Order 2024 clean (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership 350

and assessing jurisdictions and their special and other districts (e.g., sewer, fire, and library districts, for instance). There is no applicable village taxing unit.

2. The general ratio of assessed values of real property to full values of real property in the Town of Amherst for the tax year 2023/24 was 62% and for 2024/25 was 100%.

3. The original assessments on the Subject Properties for the 2023 year at issue, the reduced settlement assessment on the Subject Properties, and reductions to the assessments/gouges starting in roll year 2023 is as follows:

Parcel Numbers and Addresses	**Original 2023 Full Value Assessments**	**Final 2023 Full Value Settlement Assessments**	**Reductions to the Assessments/Gouges**
69.14-5-9 350 Essjay Road	$2,983,871	$2,500,000	$483,871
69.14-6-1 375 Essjay Road	$6,540,323	$6,405,000	$135,323
69.14-6-2 400 Essjay Road	$3,467,742	$3,000,000	$467,742
26.19-4-10 40 John Glenn Drive	$2,875,000	$1,812,000	$1,063,000
69.04-1-30.12 6390 Main Street	$3,016,129	$2,500,000	$516,129
69.04-1-30.11 6400 Main Street	$10,806,452	$8,000,000	$2,806,452
40.08-3-5.1 2420 Sweet Home Road	$3,109,677	$2,800,000	$309,677

4. Petitioners have agreed to waive any overpayment of taxes to the Town of Amherst, Williamsville Central School District, and Sweet Home Central School District.

5. The full value assessment on the Subject Properties for the roll year 2024 will have a future tax credit in the form of an assessment reductionapplied to the final assessment for refunds previously forgone by Petitioners, which will be applied to the Subject Properties as follows:

Attachment: Centerpoint Stip Order 2024 clean (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership 350

Attachment: Centerpoint Stip Order 2024 clean (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership 350

Parcel Numbers and Addresses	Original 2024 Assessments	Base 2024 Settlement Assessments	Reductions to the Assessments/Gouges	Final 2024 Settlement Assessments
69.14-5-9 350 Essjay Road	$3,915,000	$2,500,000	$483,871	$2,016,129
69.14-6-1 375 Essjay Road	$7,620,000	$6,500,000	$135,323	$6,364,677
69.14-6-2 400 Essjay Road	$4,560,000	$3,200,000	$467,742	$2,732,258
26.19-4-10 40 John Glenn Drive	$3,220,000	$1,812,000	$1,063,000	$749,000
69.04-1-30.12 6390 Main Street	$3,820,000	$2,500,000	$516,129	$1,983,871
69.04-1-30.11 6400 Main Street	$11,530,000	$7,750,000	$2,806,452	$4,943,548
40.08-3-5.1 2420 Sweet Home Road	$4,265,000	$2,800,000	$309,677	$2,490,323

6. The Assessor and all other relevant officers and authorities of the relevant taxing jurisdictions are hereby authorized to make and correct the assessment as outlined above on the appropriate books and records of each such jurisdiction, and in the event of overpayment, refund the overpayment within 60 days by official checks payable to "Centerpoint Corporate Park Partnership 350 LP, 375 Centerpointe Corporate Park LLC, 400 Centerpointe Corporate Park LLC, 40 John Glenn Drive Associates, 6390 Main Street LLC, Village Park Associates LLC, and Sweethome Commerce Park Associates LLC", and

mailed to Goldberg Segalla LLP, Marc W. Brown, Esq., 665 Main Street, Buffalo, New York 14203-1425 accompanied by a calculation sheet or in the event that any tax payment has not been paid, issue corrected tax bills that reflect the assessment for the Subject Properties with a copy of the corrected tax bills sent to Petitioners' attorneys and paid without interest or penalty if paid within 60 days of receipt of corrected tax bill.

7. The Parties acknowledged and agree that the aforementioned reduced assessment is fair, equitable, proper, and just.

8. Real Property Tax Law Section 727 shall apply to this settlement to the Subject Properties assessments at the levels stated above in paragraphs 5 and 6 notwithstanding any town-wide revaluation or reassessment, even if done annually.

9. This action shall be discontinued with prejudice upon entry of this Stipulation of Settlement and Order. Petitioners shall have the right to seek specific enforcement of the terms of this Stipulation of Settlement and Order and to otherwise enforce this Stipulation of Settlement and Order by whatever means provided by law.

10. This Stipulation of Settlement and Order shall not be construed as a waiver of Petitioner's right to raise any constitutional claims associated with this action or the parcel(s) at issue.

11. This Stipulation of Settlement and Order shall be considered the Parties' entire understanding and agreement between and among them, and a full settlement of the tax certiorari without costs or disbursements awarded to or against any of the Parties upon their compliance with the terms of the Stipulation of Settlement and Order.

12. There shall be no modification of this Stipulation of Settlement and Order except by a subsequent writing signed by the authorized representatives of the Parties

Attachment: Centerpoint Stip Order 2024 clean (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership 350

herein, and "So Ordered" by the Court.

13. The Parties authorize their attorneys to execute this Stipulation of Settlement and Order and to seek the Court's approval and entry of the same, and each signatory below affirms that they have the proper authority to so execute this Stipulation.

14. If any provision of this Stipulation of Settlement and Order shall be determined to be invalid, illegal, null, or void, or unenforceable to any extent, the reminder of this Stipulation shall remain in effect to the fullest extent of the law.

15. This Court shall retain jurisdiction over this matter for the purposes of enforcing the terms of this Stipulation of Settlement and Order.

16. Electronic signatures and electronically-transmitted images of original signatures shall be deemed original signatures for the purposes of expediting the filing of this Stipulation of Settlement and Order.

17. This Stipulation of Settlement and Order may be executed in multiple counterparts including by means of facsimile, PDF/ADOBE e-mail, etc., each of which shall be deemed an original, but all of which together shall be considered and constitute one and the same instrument.

18. An executed copy of this Stipulation of Settlement and Order, shall be entered and docketed in the appropriate County Clerk's Office by Petitioner, then filed with the Assessor's permanent records.

Attachment: Centerpoint Stip Order 2024 clean (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership 350

Dated: September___, 2024
Buffalo, New York

GOLDBERG SEGALLA LLP

By: _____
Marc W. Brown
Attorneys for Petitioners
665 Main Street
Buffalo, New York 14203-1425
Telephone No.: (716) 566-5400
E-Mail: mwbrown@goldbergsegalla.com

Dated: September___, 2024
Amherst, New York

TOWN OF AMHERST ATTORNEY'S OFFICE

By: _____
Samuel A. Alba
Attorneys for Respondents
Town of Amherst
5583 Main Street
Williamsville, New York 14221
Telephone No.: (716) 631-7101
E-Mail: salba@amherst.ny.us

Dated: September___, 2024
Buffalo, New York

GROSS SHUMAN P.C.

By: _____
John K. Rottaris
Attorneys for Intervenor-Respondent
Sweet Home Central School District
465 Main Street, Suite 600
Buffalo, New York 14203
Telephone: (716) 854-4300
E-Mail: JRottaris@gross-shuman.com

Dated: September___, 2024
Buffalo, New York

HODGSON RUSS LLP

By: _____
Michael B. Risman
Attorneys for Intervenor-Respondent
Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202
Telephone: (716) 848-1291
E-Mail: MRisman@hodgsonruss.com

SO ORDERED AND ENTERED THIS _____ DAY OF SEPTEMBER, 2024.

By: _____
HON. RAYMOND W. WALTER, J.S.C.

Attachment: Centerpoint Stip Order 2024 clean (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership 350

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

CENTERPOINTE CORPORATE PARK PARTNERSHIP 350 LP, 375 CENTERPOINTE CORPORATE PARK LLC, 400 CENTERPOINTE CORPORATE PARK LLC, 40 JOHN GLENN DRIVE ASSOCIATES, 6390 MAIN STREET LLC, VILLAGE PARK ASSOCIATES LLC, and SWEETHOME COMMERCE PARK ASSOCIATES LLC, =,

Petitioner(s),

vs.

THE ASSESSOR FOR THE TOWN OF AMHERST, THE BOARD OF ASSESSMENT REVIEW FOR THE TOWN OF AMHERST, and THE TOWN OF AMHERST, NEW YORK,

Respondents.

STIPULATION OF SETTLEMENT AND ORDER

Index No. 809425/2023

WHEREAS, Petitioners Centerpointe Corporate Park Partnership 350 LP, 375 Centerpointe Corporate Park LLC, 400 Centerpointe Corporate Park LLC, 40 John Glenn Drive Associates, 6390 Main Street LLC, Village Park Associates LLC, and Sweethome Commerce Park Associates (hereinafter, the "Petitioners"), having duly and timely commenced the above-captioned proceedings pursuant to Real Property Tax Law Article 7 by and through its attorneys, Goldberg Segalla LLP (Marc W. Brown, Esq., of counsel), against Respondents the Assessor for the Town of Amherst, the Board of Assessment Review for the Town of Amherst, and the Town of Amherst, New York (collectively, the "Respondents"), to review the assessment on real properties owned by the Petitioners that were, for the assessment roll years at issue, located at 350 Essjay Road (SBL # 69.14-5-9), 375 Essjay Road (SBL # 69.14-6-1), 400 Essjay Road (SBL # 69.14-6-2), 40 John Glenn Drive (SBL # 26.19-4-10), 6390 Main Street (SBL # 69.04-1-30.12) 6400 Main Street (SBL # 69.04-1-30.11), and 2420 Sweet Home Road (SBL # 40.08-3-5.1),

Attachment: Centerpoint Stip Order 2023 clean (002) (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership

(hereinafter, the "Subject Properties"); and

WHEREAS, Respondents appeared by and through their attorneys, Amherst Town Attorney (Samuel A. Alba, Esq., of counsel); and

WHEREAS, Intervenor-Respondent Sweet Home Central School District appeared by and through its attorneys, Gross Shuman P.C. (John K. Rottaris, Esq., of counsel); and

WHEREAS, Intervenor-Respondent Williamsville Central School District appeared by and through its attorneys, Hodgson Russ LLP (Michael B. Risman, Esq., of counsel); and

WHEREAS, Petitioners, Respondents, and Intervenors-Respondents are collectively referred to herein as the "Parties"; and

WHEREAS, the Parties have entered into extensive settlement negotiations and have agreed that settlement is in their best interests in order to avoid the cost of further litigation, among other things only with respect to the following properties 350 Essjay Road (SBL # 69.14-5-9), 375 Essjay Road (SBL # 69.14-6-1), 400 Essjay Road (SBL # 69.14-6-2), 40 John Glenn Drive (SBL # 26.19-4-10), 6390 Main Street (SBL # 69.04-1-30.12) 6400 Main Street (SBL # 69.04-1-30.11), and 2420 Sweet Home Road (SBL # 40.08-3-5.1); and

NOW, THEREFORE IT IS HEREBY STIPULATED AND AGREED that the Parties propose to settle and resolve their differences upon the terms and conditions set forth in this Stipulation of Settlement and Order:

1. The Subject Properties are located in the Town of Amherst, Sweet Home Central School District, Williamsville Central School District, and County of Erie taxing and assessing jurisdictions and their special and other districts (e.g., sewer, fire, and library districts, for instance). There is no applicable village taxing unit.

2. The general ratio of assessed values of real property to full values of real

Attachment: Centerpoint Stip Order 2023 clean (002) (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership

property in the Town of Amherst for the tax year 2023/24 was 62% and for 2024/25 was 100%.

3. The original assessments on the Subject Properties for the 2023 year at issue, the reduced settlement assessment on the Subject Properties, and reductions to the assessments/gouges starting in roll year 2023 is as follows:

Parcel Numbers and Addresses	**Original 2023 Full Value Assessments**	**Final 2023 Full Value Settlement Assessments**	**Reductions to the Assessments/Gouges**
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40.08-3-5.1 2420 Sweet Home Road	$3,109,677	$2,800,000	$309,677

4. Petitioners have agreed to waive any overpayment of taxes to the Town of Amherst, Williamsville Central School District, and Sweet Home Central School District.

5. The full value assessment on the Subject Properties for the roll year 2024 will have a future tax credit in the form of an assessment reduction applied to the final assessment for refunds previously forgone by Petitioners, which will be applied to the Subject Properties as follows:

Attachment: Centerpoint Stip Order 2023 clean (002) (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership

Parcel Numbers and Addresses	Original 2024 Assessments	Base 2024 Settlement Assessments	Reductions to the Assessments/Gouges	Final 2024 Settlement Assessments
69.14-5-9 350 Essjay Road	$3,915,000	$2,500,000	$483,871	$2,016,129
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40.08-3-5.1 2420 Sweet Home Road	$4,265,000	$2,800,000	$309,677	$2,490,323

6. The Assessor and all other relevant officers and authorities of the relevant taxing jurisdictions are hereby authorized to make and correct the assessment as outlined above on the appropriate books and records of each such jurisdiction, and in the event of overpayment, refund the overpayment within 60 days by official checks payable to "Centerpoint Corporate Park Partnership 350 LP, 375 Centerpointe Corporate Park LLC, 400 Centerpointe Corporate Park LLC, 40 John Glenn Drive Associates, 6390 Main Street LLC, Village Park Associates LLC, and Sweethome Commerce Park Associates LLC", and mailed to Goldberg Segalla LLP, Marc W. Brown, Esq., 665 Main Street, Buffalo, New York 14203-1425 accompanied by a calculation sheet or in the event that any tax payment has not been paid, issue corrected tax bills that reflect the assessment for the Subject

Attachment: Centerpoint Stip Order 2023 clean (002) (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership

Properties with a copy of the corrected tax bills sent to Petitioners' attorneys and paid without interest or penalty if paid within 60 days of receipt of corrected tax bill.

7. The Parties acknowledged and agree that the aforementioned reduced assessment is fair, equitable, proper, and just.

8. Real Property Tax Law Section 727 shall apply to this settlement to the Subject Properties assessments at the levels stated above in paragraphs 5 and 6 notwithstanding any town-wide revaluation or reassessment, even if done annually.

9. This action shall be discontinued with prejudice upon entry of this Stipulation of Settlement and Order. Petitioners shall have the right to seek specific enforcement of the terms of this Stipulation of Settlement and Order and to otherwise enforce this Stipulation of Settlement and Order by whatever means provided by law.

10. This Stipulation of Settlement and Order shall not be construed as a waiver of Petitioner's right to raise any constitutional claims associated with this action or the parcel(s) at issue.

11. This Stipulation of Settlement and Order shall be considered the Parties' entire understanding and agreement between and among them, and a full settlement of the tax certiorari without costs or disbursements awarded to or against any of the Parties upon their compliance with the terms of the Stipulation of Settlement and Order.

12. There shall be no modification of this Stipulation of Settlement and Order except by a subsequent writing signed by the authorized representatives of the Parties herein, and "So Ordered" by the Court.

13. The Parties authorize their attorneys to execute this Stipulation of Settlement and Order and to seek the Court's approval and entry of the same, and each

Attachment: Centerpoint Stip Order 2023 clean (002) (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership

signatory below affirms that they have the proper authority to so execute this Stipulation.

14. If any provision of this Stipulation of Settlement and Order shall be determined to be invalid, illegal, null, or void, or unenforceable to any extent, the reminder of this Stipulation shall remain in effect to the fullest extent of the law.

15. This Court shall retain jurisdiction over this matter for the purposes of enforcing the terms of this Stipulation of Settlement and Order.

16. Electronic signatures and electronically-transmitted images of original signatures shall be deemed original signatures for the purposes of expediting the filing of this Stipulation of Settlement and Order.

17. This Stipulation of Settlement and Order may be executed in multiple counterparts including by means of facsimile, PDF/ADOBE e-mail, etc., each of which shall be deemed an original, but all of which together shall be considered and constitute one and the same instrument.

18. An executed copy of this Stipulation of Settlement and Order, shall be entered and docketed in the appropriate County Clerk's Office by Petitioner, then filed with the Assessor's permanent records.

Attachment: Centerpoint Stip Order 2023 clean (002) (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership

Dated: September___, 2024
Buffalo, New York

GOLDBERG SEGALLA LLP

By: _____
Marc W. Brown
Attorneys for Petitioners
665 Main Street
Buffalo, New York 14203-1425
Telephone No.: (716) 566-5400
E-Mail: mwbrown@goldbergsegalla.com

Dated: September___, 2024
Amherst, New York

TOWN OF AMHERST ATTORNEY'S OFFICE

By: _____
Samuel A. Alba
Attorneys for Respondents
Town of Amherst
5583 Main Street
Williamsville, New York 14221
Telephone No.: (716) 631-7101
E-Mail: salba@amherst.ny.us

Dated: September___, 2024
Buffalo, New York

GROSS SHUMAN P.C.

By: _____
John K. Rottaris
Attorneys for Intervenor-Respondent
Sweet Home Central School District
465 Main Street, Suite 600
Buffalo, New York 14203
Telephone: (716) 854-4300
E-Mail: JRottaris@gross-shuman.com

Dated: September___, 2024
Buffalo, New York

HODGSON RUSS LLP

By: _____
Michael B. Risman
Attorneys for Intervenor-Respondent
Williamsville Central School District
140 Pearl Street, Suite 100
Buffalo, New York 14202
Telephone: (716) 848-1291
E-Mail: MRisman@hodgsonruss.com

SO ORDERED AND ENTERED THIS _____ DAY OF SEPTEMBER, 2024.

By: _____
HON. RAYMOND W. WALTER, J.S.C.

Attachment: Centerpoint Stip Order 2023 clean (002) (RES-2024-771 : Settlement of Article 7 Matter - Centerpointe Corporate Park Partnership

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

Francina J. Spoth
Town Clerk

Meeting: 09/16/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29439 **RESOLUTION 2024-772** **ADOPTED**

Settlement of Article 7 Matter - Kevin J. Kobielski and Rebecca A. Kobielski V. Town of Amherst

SUSPENSION ITEM : SEPTEMBER 16th, 2024 TOWN BOARD AGENDA

TO: **Town Board**

FROM: **Samuel A. Alba, Esq., Interim Town Attorney**

DATE: **September 13, 2024**

RE: **Settlement of Article 7 Matter**
Kevin J. Kobielski and Rebecca A. Kobielski v. Town of Amherst

Kindly adopt a resolution authorizing the following:

(1) Settlement of the above matter as detailed in the attached Consent Order; and

(2) Authorizing Interim Town Attorney Samuel A. Alba, Esq. to sign the attached Consent Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Suspension Item - September 16, 2024**)
Emily Murphy, Town Assessor

9/26/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Assessment

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

At a Special Term of the Supreme Court, Erie County, held at Delaware Avenue, Buffalo, New York, on the ____ day of _____, 20_____.

PRESENT: HON. SHEILA DITULLIO, J.S.C
STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

IN THE MATTER OF THE APPLICATION UNDER ARTICLE 7 OF THE REAL PROPERTY TAX LAW
BY

KEVIN J. KOBIELSKI AND REBECCA A. KOBIELSKI,

Petitioner,

v.

CONSENT ORDER

Index No.: 810038/2024

TOWN OF AMHERST,

Respondent.

FOR REVIEW OF THE 2024-2025 TAX ASSESSMENT
OF CERTAIN REAL PROPERTY IN THE SAID TOWN OF AMHERST

The above-entitled special proceedings involving real property tax certiorari for the premises owned by Petitioner in the Town of Amherst, New York, known as:

Address	Section/Block/Lot
100 North Long Street	68.20-1-16

having progressed for trial, and negotiations for settlement having been conducted, and said settlement having been approved and recommended by the Attorney for the Town of Amherst, the Attorney for the Williamsville CSD, and the Attorney for Petitioner, it is hereby

ORDERED, STIPULATED, AND ADJUDGED by and between the undersigned that the above proceedings be, and the same hereby are, discontinued without prejudice, without costs

Attachment: Proposed Discontinuance.Kobielski.Art7 (RES-2024-772 : Settlement of Article 7 Matter - Kevin J. Kobielski and Rebecca A.

to either party as against the other.

_____
Hon. Sheila Ditullio, J.S.C.

DATED:

The parties consent to be bound by the terms of this Court Order by subscribing hereunto their names and legal authority:

FOR PETITIONER

By: _____
Ryan K. Parisi, Esq.
Attorney for Petitioner

Date: _____

FOR RESPONDENT
Town of Amherst

By: _____
Samuel A. Alba, Esq.
Attorney for Respondent

Date: _____

FOR INTERVENOR
Williamsville CSD

By:_____
Michael B. Risman, Esq.
Attorney for Intervenor

Date: _____

Attachment: Proposed Discontinuance.Kobielski.Art7 (RES-2024-772 : Settlement of Article 7 Matter - Kevin J. Kobielski and Rebecca A.