Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, March 22, 2021 | **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 March 22, 2021 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Remote	
Jacqualine Berger	Town of Amherst	Deputy Supervisor	Remote	
Deborah Bruch Bucki	Town of Amherst	Councilmember	Remote	
Shawn Lavin	Town of Amherst	Councilmember	Remote	
Michael Szukala	Town of Amherst	Councilmember	Remote	
Francina J. Spoth	Town of Amherst	Town Clerk	Remote	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Remote	
Stanley J. Sliwa	Town of Amherst	Town Attorney	Remote	
Lynda Juul	Town of Amherst	Director of Finance	Remote	
Daryl Bramer	Town of Amherst	Comptroller	Remote	
Dan Howard	Town of Amherst	Planning Director	Remote	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Remote	

V. MINUTES APPROVAL

1. Monday, March 08, 2021

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

The March 22, 2021 Town Board meeting may be accessed via Zoom at the following link:
https://us02web.zoom.us/j/87869485319?pwd=dWhrZzAzQ0N3c0EreEtvQVorUCsrZz09
Meeting ID: 878 6948 5319
Passcode: 041769

Or via phone by dialing 1-929-205-6099 and utilizing the same Meeting ID and Passcode.

Audio/Call-In Instructions: Note to callers your phone number will display to the public, to conceal your number enter *67 before you enter the phone number below. To comment during the public hearing call-in participants must dial *9 to "raise your hand" to be recognized for speaking.

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2021-154

Amendments to Chapter 44, Rental Unit Registration

The purpose of this Local Law shall be to amend Chapter 44-3(B) of the Code of the Town of Amherst with respect to exemptions for rental unit registrations in the Town of Amherst.

2/22/2021
A motion to adjourn to March 22nd was made by Supervisor Kulpa, Seconded by Deputy Supervisor Berger and unanimously approved 5-0.

3/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:02 PM.

Stan Sliwa, Town Attorney, presented.

Don Smith, N Long St. - question about the exact law the Board would approve

A motion to adjourn the public hearing until April 5th was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:36 PM.

Stan Sliwa, Town Attorney, presented.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:38 PM.

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

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/5/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

2. Resolution 2021-242

1265 Sweet Home Road Rezoning

Adoption of Local Law to Amend the Zoning Map
(1265 Sweet Home Road; Z-2020-14)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of February 18, 2021 that the proposed Center 8 district (CTR-8) zoning at 1265 Sweet Home Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map.

3/22/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:14 PM.

Attorney Corey Auerbach on behalf of DMG Investments presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:24 PM.

A motion to approve the Negative Declaration was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

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

3. Resolution 2021-243

39 Getzville Road Rezoning

Adoption of Local Law to Amend the Zoning Map
(39 Getzville Road, Z-2020-10)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 21, 2021 that the proposed Community Facilities (CF) zoning at 39 Getzville Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map.

3/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:25 PM.

Don Hoefler of LaBella Associates presented. Don Philips of Daemen College also spoke.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing and set a decision date for April 5th. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was adjourned at 7:34 PM.

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:39 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to April 19th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:42 PM.

4/19/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:10 PM.

Daemen College President, Gary Olson, answered questions from the Board. He stated their intention is not to demolish the house at 39 Getzville Road.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:18 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Councilmember Bucki voted for approval based on Dr. Olson's comment that there is no intention to demolish the house at 39 Getzville Road.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 4/5/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Shawn Lavin, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

VIII. 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 (1)**

3. **Amherst Community Diversity Commission (9)**

4. **Amherst Conservation Advisory Council (4)**

5. **Amherst Industrial Development Agency**

   Membership is full.

6. **Amherst Veterans Committee (5)**

7. **Arts & Culture in Public Places Board (5)**

8. **Board of Assessment Review**

Membership is full.

9. Board of Electrician Examiners

Membership is full.

10. Board of Ethics

Membership is full.

11. Board of Plumbing and Drainage Examiners

Membership is full.

12. Citizens Financial Advisory Committee (2)

13. Design Advisory Board

14. Employee Suggestion Program Merit Award Board

Membership is full.

15. Employee Suggestion Review Committee

Membership is full.

16. Energy Conservation Citizens Advisory Committee (4)

17. Freedom of Information Law (FOIL) Board

Membership is full.

18. Glen Park Joint Board

Membership is full.

19. Government Study Committee (2)

20. Historic Preservation Commission (1)

21. Information Technology Advisory Committee (2)

22. Library Board of Trustees

Membership is full.

23. Minority / Woman Owned Business (4)

24. Open Government Advisory Board (4)

25. Planning Board

Membership is full.

26. Recreation Commission (2)

27. Recycling and Waste Committee (3)

28. Senior Services Advisory Board (2)

29. Traffic Safety Board

Membership is full.

30. Youth Board (7)

Adult vacancies (7), Youth vacancies (0)

31. Zoning Board of Appeals

Membership is full.

IX. 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 Bucki and unanimously approved 5-0. Public Expression was opened at 7:34 PM.

Supervisor Kulpa presented on various topics.

Chris Drongosky, 105 Amherstdale Rd. - would like to see Westwood Golf course be rebuilt
Don Smith, N. Long St. - Amherst Central Park Task Force minutes and meetings on website

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Bucki and unanimously approved 5-0. Public Expression was closed at 7:48 PM.

X. CONSENT AGENDA

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

XI. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR BERGER:

C. COUNCILMEMBER BUCKI:

1. Resolution 2021-244

Appointment to the 9/11 Commemoration Committee

Whereas after the tragic events of September 11, 2001, the Town of Amherst created a 9-11 Commemoration Committee to plan, organize and conduct an annual ceremony to remember those lost; and

Whereas 2021 represents the 20th Anniversary of that fateful day; and

Whereas former Amherst Town Supervisor Susan Grelick was instrumental in the development of Amherst Memorial Hill Grove and the yearly Commemoration Ceremonies.

Now therefore be it resolved that the Amherst Town Board appoints Susan Grelick to the 9-11 Commemoration Committee, for a term to conclude on December 31, 2021.

3/22/2021
Consent

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

D. COUNCILMEMBER LAVIN:

E. COUNCILMEMBER SZUKALA:

1. Resolution 2021-245

Set Public Hearing Date – Briar Hollow Subdivision, Ph 2 Stop Signs

The Phase II roadways of Briar Hollow Subdivision, 271 Tonawanda Creek Road, have been dedicated to the Town of Amherst as public roadways and are in need of stop signs. As such, please set a public hearing on April 19, 2021 to install stop signs and at the following locations:

"The tee intersection of Winterbrook Drive and Florence Lane is hereby designated as a stop intersection and a stop sign shall be installed at the southeast corner."

and,

"The easterly tee intersection of Corsica Way and Winterbrook Drive is hereby designated as a stop intersection and a stop sign shall be installed at the northwest corner."

and,

"The westerly tee intersection of Corsica Way and Winterbrook Drive is hereby designated as a stop intersection and a stop sign shall be installed at the northeast corner."

and,

"The tee intersection of Corsica Way and Daisy Lane is hereby designated as a stop intersection and a stop sign shall be installed at the northwest corner."

3/22/2021
Consent

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

XII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2021-246

Highway Vehicles and Equipment 5-Year PPU (Bond Resolution - $185,000)

AGENDA ITEM - MARCH 22, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 16, 2021**

RE: **2021 Highway Department Vehicles and Equipment (5YPPU)**
Bond Resolution - $185,000.00

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

(1) Adopt the attached bond resolution authorizing the issuance of $185,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - March 22nd, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*
Patrick G. Lucey, Superintendent of Highways (*w/attachment)*
Paul Anderson, Deputy Superintendent of Highways (*w/attachment)*

3/22/2021
A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

2. Resolution 2021-247

Highway Vehicles and Equipment - 15-Year PPU (Bond Resolution - $565,000)

AGENDA ITEM - MARCH 22, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 16, 2021**

RE: **2021 Highway Department Vehicles and Equipment (15YPPU)**
Bond Resolution - $565,000.00

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

(1) Adopt the attached bond resolution authorizing the issuance of $565,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - March 22nd, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*
Patrick G. Lucey, Superintendent of Highways (*w/attachment)*
Paul Anderson, Deputy Superintendent of Highways (*w/attachment)*

3/22/2021
A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

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

3. Resolution 2021-248

Amendment to LOSAP Point System - Covid-19 Related Points

AGENDA ITEM : MARCH 22nd, 2021

TO: **Town Board**

FROM: **Joanne A. Schultz, Esq., Senior Deputy Town Attorney**

DATE: **March 17, 2021**

RE: **Resolution Adopting An Amendment To The LOSAP Point Systems For The Town of Amherst Sponsored Fire Departments To Provide Eligibility For Covid-19 Related Points Pursuant To Chapter 113 of The Laws of 2020**

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

WHEREAS, the Town Board of the Town of Amherst has, by appropriate resolutions and referendums, previously established Length of Service Awards Programs (hereinafter referred to as LOSAP) for the active volunteer firefighters of the Getzville, Main-Transit, North Amherst, North Bailey and Ellicott Creek Fire Protection Districts and together with the Town of Clarence (joint sponsors) of the Swormville and East Amherst Fire Protection Districts in accordance with Article 11-A of the General Municipal Law; and

WHEREAS, the Town Board has established Point Systems for such LOSAPs in accordance with General Municipal Law §217 in order to determine which active volunteer firefighter program participants qualify each year to be awarded a year of service credit under the LOSAP; and

WHEREAS, General Municipal Law §217 was amended by Chapter 113 of the Laws of 2020 as follows:

> *AN ACT to amend the general municipal law, in relation to the determination of points for service award programs for volunteer firefighters during a state disaster emergency and authorizing service award program sponsors to adjust certain point systems when such sponsor adopts written emergency response protocols.*
>
> *The People of the State of New York, represented in Senate and Assembly, do enact as follows:*

Section 1. Section 217 of the general municipal law is amended by adding a new subdivision (p) to read as follows:

(p) For purposes of determining total points earned for a calendar year in which a state disaster emergency, as defined in section twenty of the executive law, has been declared pursuant to executive order number two hundred two of two thousand twenty, as amended, to address the outbreak of novel coronavirus, COVID-19, an active volunteer firefighter service award program may provide for the crediting of up to five additional points per month, prorated for periods of less than one month, to each active volunteer firefighter for each month that special emergency response rules were in place restricting firefighter responses to emergency responses and/or restricting the holding of activities for which points could be earned due to guidelines related to the state disaster emergency. A political subdivision electing to provide the additional points authorized under this subdivision shall adopt a resolution by April thirtieth, two thousand twenty-one determining the number of additional points to be credited per month, provided that any additional points credited pursuant to this subdivision shall be in addition to any other points earned pursuant to this section during the state disaster emergency.

and; **WHEREAS**, restricting responses and the holding of activities for which points could be earned due to guidelines related to the State Disaster Emergency were in place within the period of March 7, 2020 to March 28, 2021 and regular emergency response guidelines and activities will be put back in place on or before March 28, 2021;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the above-referenced statutory authority the Town of Amherst LOSAP Point Systems are hereby amended to afford active volunteer firefighter credited points with an additional five (5) points per month, prorated for periods of less than one (1) month, for the periods within March 7, 2020 to March 28, 2021 during which each respective Fire Company's LOSAP coordinator who maintains the Fire Company's Point System records are directed to adjust the point totals for each active volunteer firefighter for the time during such period that he or she was listed as an active volunteer firefighter; and

BE IT FURTHER RESOLVED, that volunteer firefighters that were not on the active rolls during all or part of the aforesaid period due to a leave of absence, suspension or other reason shall not be eligible for these special COVID-19 points during any period that they were not active firefighters participating in the accumulation of points under the Fire Company's LOSAP; and

BE IT FURTHER RESOLVED, that upon adoption of this resolution, the Town's LOSAP administrator, Penflex Actuarial Services, LLC, will notify the Town of Amherst sponsored Fire Protection Districts of this amendment so that the individual Fire Protection District LOSAP administrators can determine whether any of the active volunteer firefighters qualify for the additional service credits described in §217 subsection (p) of Chapter 113 of the Law of 2020.

JAS:nmb
c: Kathy Cooper, Deputy Town Clerk (**Agenda Item - March 22, 2021**)
Ed Holohan, President, Penflex Actuarial Services, LLC

3/22/2021
Consent

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

4. Resolution 2021-249

Approval of Counsel for Tort and Civil Litigation - Chelus Herdzik Speyer & Monte, P.C. (CRS #2367)

AGENDA ITEM : MARCH 22ND, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 17, 2021**

RE: **Approval of Counsel For Tort and Civil Litigation**
Chelus, Herdzik, Speyer & Monte, P.C. (CRS #2367)

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

WHEREAS, the Amherst Town Board approved a Request for Proposal (RFP) for legal services to represent the Town and/or provide advice to the Town Attorney in a number of areas, including personal injury, property damage and tort cases; and

WHEREAS, through Resolution 2020-975, the Town Board approved counsel for tort and civil litigation matters;

NOW, THEREFORE BE IT RESOLVED, that this resolution replace the authority given in the prior approval resolution (Resolution #2020-975) as **specifically** given to **Chelus, Herdzik, Speyer & Monte, P.C.**; and

BE IT FURTHER RESOLVED, that this resolution give **specific** approval to **Chelus, Herdzik, Speyer & Monte, P.C.,** as special counsel for these types of matters effective January 1, 2021 through and including December 31, 2022 at the negotiated lower rates as follows:

Chelus, Herdzik, Speyer & Monte, P.C.
- $165.00 per hour for partners
- $135.00 per hour for associates
- $75.00/hour for paralegals

BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor

to execute the attached retainer agreement with such counsel.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk (**Agenda Item : March 22, 2021**)

3/22/2021
Consent

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

B. TOWN CLERK:

1. Resolution 2021-250

New Firefighter for Main-Transit Fire Department

The new firefighter for Main-Transit Fire Department lives within the Town of Amherst and resides within the Main-Transit Fire District.

Ryan Smith
157 McKinley Ave.
Williamsville, NY 14221

3/22/2021
Consent

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

2. Resolution 2021-251

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.

William C. Girzone
86 Bramhill Ct.
East Amherst, NY 14051

3/22/2021
Consent

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

3. Resolution 2021-252

New Firefighter for the Getzville Fire Company

New firefighter for the Getzville Fire Company lives in the Town of Amherst and resides within the Getzville Fire District.

Mclean O'Neill
1615 Dodge Rd.
East Amherst, NY 14051

3/22/2021
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2021-253

Budget Transfers and Amendments

For March 22, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 3/17/2021
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 - 2021

FROM:	***TO:***
A3133.2550 Tactical Grant - Other Equip. $993.39	A3133.2450 Public Safety Equip. $488.64 A3133.4420 Uniforms $504.75

To transfers funds for contract CRS#2428 second amendment.

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
N2023.02785 CDBG & VG - PI $13,987.20 N2025.02785 Tonawanda Home Admin- PI $3,496.80	N2023.4000 Contractual $13,987.20 N2025.1000 Personal Services $3,248.30 N2025.8030 FICA $248.50

To recognize Community Development program income from 53 S. Harvest Road, Williamsville.

N2050.02785 Tonawanda Home Rehab - PI $24,310.58 N2053.02785 Tonawanda Home Admin- PI $2,701.17	N2050.4000 Contractual $24,310.58 N2053.4003 Admin Fee $2,701.17

To recognize Community Development program income from 50 Dolphann Drive, Tonawanda.

N0001.20065 CDBG Income $8,924.82	N1721.4000 Contractual $8,924.82

To recognize Community Development drawdowns for PO 22123542.

N0001.20080 CDBG Income 20/21 $650,433	N2025.1000 CDBG Admin $40,495.34 N2025.8010 Retirements $6,406.77 N2025.8030 FICA $3,097.89 N2026.4010 CDBG Office Exp. $1,500 N2027.4000 Public Information $1,000 N2035.4000 Belmont Housing $40,000 N2038.4000 Family Justice Center $30,000 N2057.4000 Senior Services COVID $155,000 N2062.4000 PPE Williamsville FD $20,160 N2063.4000 Mortgage Assist. LMI $265,273 N2064.4000 Legal Aid Bureau LMI $25,000 N2065.4000 Center for Elder Law $62,500

To set up budgets for COVID-19 action plan #2 as requested by Department.

N2023.02785 CDBG & VG - PI $170.00	N2023.4000 Contractual $170.00

To recognize Community Development program income from 169 Hillcrest Drive, Amherst.

N2042.02785 Amherst Acq. Rehab $6,861.75	N2042.4000 Contractual $6,861.75
N2054.02785 Amherst Home Admin - PI $2,287.25	N2054.4003 Admin Fee $2,287.25
N2023.02785 CDBG & VG - PI $5,649.46	N2023.4000 Contractual $5,649.46
N2025.02785 Tonawanda HOME Admin - PI $1,412.36	N2025.1000 Personal Services $1,311.99
	N2025.8030 FICA $100.37

To recognize Community Development program income from 121 Lawnwood Drive, Amherst.

N2042.02785 Amherst Acq. Rehab $7,248.75	N2042.4000 Contractual $7,248.75
N2054.02785 Amherst Home Admin - PI $2,416.25	N2054.4003 Admin Fee $2,416.25
N2023.02785 CDBG & VG - PI $6,468.80	N2023.4000 Contractual $6,468.80
N2025.02785 Tonawanda HOME Admin - PI $1,617.20	N2025.1000 Personal Services $1,502.28
	N2025.8030 FICA $114.92

To recognize Community Development program income from 74 Beech Road, Amherst.

3/22/2021
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2021-254

Extension of Town Wide Collision Repair - CRS #2397 & 2398 (Original CRS/CMS #1420/1708 and #1421/1705)

WHEREAS, Bid #2019011 for Town Wide Collision Repair was awarded to Auto Collision & Glass (Original CRS/CMS #1420/1708) and Gerber Collision (Original CRS/CMS #1421/1705) in 2019 by Town Board resolution 2019-562, and allows for the contract to be extended for up to two successive periods of two years each; and

WHEREAS, Auto Collision & Glass and Gerber Collision have both agreed to extend the contract;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Auto Collision & Glass and Gerber Collision for the period May 15, 2021 through May 14, 2023; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the two-year contract extension Agreements with Auto Collision & Glass and Gerber Collision.

3/22/2021
Consent

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

2. Resolution 2021-255

Extension of Town Wide Uniform Contract - CRS #2434 (Original CRS/CMS #1208/1547)

WHEREAS, Bid #2017016 for Town Wide Uniforms was awarded to Unifirst Corp. by Town Board resolution 2017-574 (no CRS/CMS #), and then extended for two years by Town Board resolution 2019-259 (original CRS/CMS #1208/1547), and allows for the contract to be extended for one additional period of two years; and

WHEREAS, Unifirst Corp. has agreed to extend the contract for the second two-year period;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Unifirst Corp. for the period May 19, 2021 through May 18, 2023; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the two-year contract extension with Unifirst Corp.

3/22/2021
Consent

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

3. Resolution 2021-256

Amendment to Town Wide Dumpster Contract - CRS #2435 (Original CRS/CMS #2003/2120)

WHEREAS, the small container portion of Bid #2020015 for Town Wide Dumpsters was awarded to Waste Management of New York LLC in 2020 by Town Board resolution 2020-420; and

WHEREAS, the Water Pollution Control Facility has requested the addition of service for an 8 CY cardboard dumpster; and

WHEREAS, the Contract Compliance and Administration Department is requesting approval of the amendment to the Town Wide Dumpster contract to add service for an 8 CY dumpster serviced every other week at the Water Pollution Control Facility;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Dumpster contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the extension with Waste Management.

3/22/2021
Consent

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

4. Resolution 2021-257

Approve Golf Management Agreement with Antares Golf, LLC Dba Indigo Golf Partners - CRS #2491

WHEREAS, RFQ #2020-2 Golf Course Operations, Management and Redevelopment was awarded to Indigo Golf Partners on March 8, 2021; and

WHEREAS, the terms of a Golf Management Agreement have been successfully negotiated for the operation of Audubon's 18-hole course, Par 3 course, and driving range, and for the redevelopment of other golf amenities in the Town;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Antares Golf, LLC, dba Indigo Golf Partners; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that a signed agreement in needed as soon as possible in order for Antares/Indigo to move forward with various items required to open the courses in a timely manner; and

BE IT FURTHER RESOLVED, that a budget transfer of $50,000.00 from A1990-4000 Contingent Account to A7250-4110 Golf - Audubon - Contractual is hereby authorized to fund golf operations.

3/22/2021
Consent

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

5. Resolution 2021-258

Award Bid 2021003 - Youngs Road Tree Restoration - CRS #2490

WHEREAS, the Contract Compliance and Administration Department received bids on March 4, 2021 for Bid 2021003 Youngs Road Tree Restoration; and

WHEREAS, the Bid process resulted in responses from six (6) companies, as per the attached bid tabulation;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Beau Enterprises, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Beau Enterprises, Inc.; and

BE IT FURTHER RESOLVED, the award of this bid is subject to successful completion of the contract routing system, as some or all of the planting needs to occur in early spring and there is a lead time necessary for the vendor to order plants.

3/22/2021
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

1. Resolution 2021-259

Firefighter Cancer Coverage 2021 CRS ID# 2485

WHEREAS, the New York State Legislature mandated Cancer Coverage for Volunteer Firefighters effective January 1, 2019,

WHEREAS, the Amherst Town Board adopted on December 10, 2018 Resolution 2018-1292 approving basic mandated cancer coverage from The Hartford Life and Accident Insurance Company,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board approves the renewal of the Basic Cancer Coverage through The Hartford Life and Accident Insurance Company Policy Number 681360 administered by Willis Towers Watson Southeast, Inc., and payment of the total amount of $43,181.82 for calendar year 2021.

3/22/2021
Consent

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

K. ENGINEERING:

1. Resolution 2021-260

Purchase of 1-Year Identifix Government Subscription - Vehicle Maintenance and Repair Program CRS# 2469

We respectfully request the Town Board to authorize the expenditure of $1,428.00 for a 1-Year Subscription for Identifix ($119.00 per month). The subscription provides a database of updated, experience-based information for vehicle maintenance and repairs, including genuine OEM service and repair information for unedited factory data.

We are also requesting an insurance waiver as this is for an online-only subscription and Identifix representatives will not be on site. The total amount for the 1-year subscription is $1,428.00 and funding will be available from the Sewer Maintenance account G 9000 - 4240.

This has successfully completed the contract review process.

Thank you for considering this request.

3/22/2021
Consent

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

2. Resolution 2021-261

2021 - 2026 Capital Improvement Program Amendment

The Engineering Department is recommending amendment of the 2021-2026 CIP in the amounts shown in the table below. This amendment will allocate adequate funding to several projects that are currently underfunded.

CIP No.	Project Description	2021 Bond Allocations	Amend To
YR-1A	Recreation Facility Improvements	$ 1,500,000	$ 1,700,000
E-44 (new)	Brompton Road Safety Study & Redesign	$ 0	$ 25,000
B-9	Knox Program Upgrade	$ 175,000	$ 0
	Total	**$ 1,675,000**	**$ 1,725,000**

Please approve this amendment to the 2021-2026 CIP and reassign the funding identified above. Please note that while the above request is not budget neutral we will continue to try to identify project bond reductions throughout the balance of 2021 in an effort to attempt to achieve budget neutrality associated with this request.

3/22/2021
Consent

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

3. Resolution 2021-262

WPCF: Sludge Storage Building – General Contract - Change Order No. 1 CRS No. 2467

We are requesting the Town Board approve the above referenced Change Order No. 1, which calls for a $2,308.00 increase in the contract price. The project's revised contract price will be $1,147,835.00. This change order will cover the costs associated with the contractor fabricating & installing additional mezzanine steel channels to support the new air

scrubber unit. The need for additional supports was determined when the air scrubber submittal's were reviewed by the design consultant.

Funding for this change order is available from account KP1721-4972.

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

May we have your approval to award Building Innovation Group Inc. the above referenced Change Order request.? Thank you for considering this

3/22/2021
Consent

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

4. Resolution 2021-263

Approve Three (3) Plugin Stations Online, LLC Proposals Electric Vehicle Charging Stations - Clearfield C. C. & Northtown Center CRS No. 1343 & Change Order CRS No. 2476

The Town of Amherst has been designated as a Clean Energy Community by the New York State Energy Research and Development Authority (NYSERDA) and we have approval for a $250,000.00 grant to install 190 kW PV Solar System and electric vehicle charging stations on Town-owned facilities.

A proposal was requested from PlugIn Stations Online, LLC (PISO) to purchase & install one (1) electric vehicle charging station at the Clearfield Community Center and two (2) charging stations at the Northtown Center. The contract was awarded to PISO under the NYSOGS Contract #PC68451 in the amount of $41,646.00 for one (1) Clearfield Center station and two (2) Northtown Center stations. This contract was awarded in Resolution #2019-501.

At this time, we are requesting approval of contract Change Order #1, for the increased amount of $19,080.00, making the new contract amount of $60,726.00. The reason for this increase is due the additional cost of supplying power to the charging stations because of the change in the location of the power source.

At this time, we recommend approval of the two (2) attached proposals for Plugin Stations Online, LLC, 7 Cotton Mill Lane, Valatie, NY 12184. If approved by NYSERDA, this would be eligible for a $30,000 rebate on this project. Any NYSERDA funds received should be deposited in Bond Account #KP1829-4972.

Net PISO contract amount	$60,726.00
Estimated NYSERDA Charge Ready Incentive Rebate	($30,000.00)
Total Required Funds	$30,726.00

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

3/22/2021
Consent

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

5. Resolution 2021-264

Gorman Rupp Pump, Rotating Assemblies CRS No. 2487

The Engineering Department Water Pollution Control Facility (WPCF) is currently performing upgrades to its Aqua Diamond Filtration System under C.I.P. Project E-03 System Upgrades. As part of this upgrade, the WPCF would like to purchase four (4) Gorman Rupp Rotating Assemblies to repair and obtain optimal pumping capacity with these pumps. These assemblies can only be purchase through a Gorman Rupp "Sole Source" provider, which is Siewert Equipment, LLC.

The WPCF is requesting that the Town Board authorize the Supervisor to sign an agreement to procure the required rotating assemblies listed on Siewert Equipment's quote WR-20-25875-A at the cost of $16,118.00 plus freight.

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

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

Funds will be available in KP2026-4972.

Thank you for considering this request.

3/22/2021
Consent

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

6. Resolution 2021-265

JDV Sludge Conveyor Replacement Parts CRS No. 2489

The Engineering Department Water Pollution Control Facility (WPCF) is currently in need of immediate rehabilitation to its JDV Sludge Conveyor Systems. The required parts are "Sole Source" and purchased directly from the Original Equipment Manufacturer (OEM) JDV Equipment Corporation.

The WPCF is requesting that the Town Board authorize the Supervisor to sign an agreement to procure the required JDV Conveyor Replacement Parts listed on JDV's proposal JDVQ2573-01 at the cost of $48,264.00.

This request is pending successful completion of the Contract Management System.

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

Funds will be available in account KP1721-4972.

Thank you for considering this request.

3/22/2021
Consent

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

7. Resolution 2021-266

Smart Signal Implementation in the Town of Amherst CRS No. 2470

The Town of Amherst obtained a New York State Energy Research and Development Authority (NYSERDA) grant for the first phase of the Smart Signal Implementation Project. Phase 1 of this project includes converting 48 Town-owned traffic signals into smart signals with communication and data collection. Of those 48, twenty-four (24) will have a 360-degree camera installed for video detection that will gather additional data and metrics to gain valuable insight into our transportation network. All information gathered will be used to identify problem areas and bottlenecks with the ability to use data to implement new signal timing plans and improve traffic flow. Data will be openly shared with adjacent municipalities, NYSDOT, and other transportation agencies in a manner where regional transportation can have the greatest overall benefit.

The total amount of the enclosed Agreement is $503,592.00. Of that amount, $327,024.00 is reimbursable by NYS Funding. The remaining $176,568.00 must be

provided by the Town of Amherst in order to participate in this program. Additionally, the Town and its assembled team is to contribute $119,108.00 worth of in-kind services.

Would you please approve this resolution authorizing the Supervisor to sign the NYSERDA Agreement No. 153296 indicating a commitment to meet the terms of the agreement and fund the local share of the grant?

The local share funds in the amount of $176,568.00 for this project are available from account KP-2010-4972. Upon approval, the Supervisor must digitally sign the agreement by applying an Adobe digital signature and return it to NYSERDA where it will be fully executed and returned to the Town digitally. This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

3/22/2021
Consent

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

L. FINANCE:

M. HIGHWAY:

1. Resolution 2021-267

Approval to Spend Funds - Veterans Memorial-2021

The Veterans Memorial Fountain is in need of various maintenance and repairs to the filtration system, i.e.: various filter replacement and repair, chlorine, etc.

We are respectfully requesting the authorization of spending up to $2,000.00 from the Trust Account T4017:4002 for the various repairs.

Thank you for your time and consideration.

3/22/2021
Consent

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

2. Resolution 2021-268

Authorize Supervisor to Sign Contract to Piggyback - Delacy Ford - CRS # 2430

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the County of Erie with Delacy Ford, 3601 Transit Road, Elma, NY 14059, for the purchase of Auto and Truck Dealer Repairs for parts and service from:

Delacy Ford and the County of Erie, Bid Reference # 219039-004, from the Town of Amherst from 02/01/2019 through 01/31/2022.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS # 2430) and the approval of the Town Attorney.

3/22/2021
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2021-269

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective March 23, 2021, Temporary, $12.50 ph, Step 1 for Joshua Seyse.

Replacing an employee who was promoted to Full-Time.

3/22/2021
Consent

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

2. Resolution 2021-270

Laborer - Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 23, 2021 at a hourly rate of $16.68, Step A for Tyler Nelson.

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

3/22/2021
Consent

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

3. Resolution 2021-271

Maintenance Worker - Engineering Department

Please appoint a Maintenance Worker to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 23, 2021 at a hourly rate of $19.06, Grade II, Step A for Christopher DiSalvo.

This position will fill a vacancy due to a retirement.

3/22/2021
Consent

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

4. Resolution 2021-272

Project Manager - Engineering Department

Please appoint a Project Manager to the Engineering Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 23, 2021 at an annual salary of $75,941, Grade 18, Step F for Christopher Schregel.

This is a promotion for an employee currently serving as Principal Engineer Assistant.

3/22/2021
Consent

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

5. Resolution 2021-273

Wastewater Treatment Plant Superintendent

Please appoint a Wastewater Treatment Plant Superintendent to the Engineering Department, Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 23, 2021 at an annual salary of 104,847.33, Grade 1, Step I for Donald Willert.

This is a promotion for an employee currently serving as Process Supervisor - Wastewater Treatment Plant.

3/22/2021
Consent

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

6. Resolution 2021-274

Building & Zoning Clerk - Building Department

Please appoint a Building & Zoning Clerk to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 23, 2021 at an annual salary of $38,745, Grade 8, Step A for Karrie Princess.

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

3/22/2021
Consent

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

7. Resolution 2021-275

Senior Clerk - Police Department

Please appoint a Senior Clerk to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 23, 2021 at an annual salary of $34,800, Grade 5, Step A for Kathleen Middione.

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

3/22/2021
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2021-276

To Authorize the Supervisor to Sign an Agreement with the Legal Aid Bureau of Buffalo, Inc. (The Legal Aid Bureau) for Free Legal Services CRS #2468

WHEREAS, the Town of Amherst received a second special appropriation of the Coronavirus Aid, Relief and Economic Security (CARES) Act funding through the Town's Community Development Block Grant Program (CDBG-CV); and

WHEREAS, on January 4, 2021 the Town Board approved a substantial amendment to the 2020 Annual Action Plan for Community Development to allocate the second appropriation of CDBG-CV funding; and

WHEREAS, the amendment included a $25,000 award for The Legal Aid Bureau to manage increased legal assistance requests from Town residents due to pandemic related housing insecurity; and

WHEREAS, The Legal Aid Bureau has over 100 years of experience successfully serving low-income populations in Western New York; and

WHEREAS, Community Development staff recommends that the Town contract with The Legal Aid Bureau for the provision of legal services for the period of April 1, 2020 through August 31, 2021; now therefore be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into an agreement with The Legal Aid Bureau attached hereto for an amount not to exceed $25,000.00 for the period of April 1, 2020 through August 31, 2021.

3/22/2021
Councilmember Bucki recused herself.

A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 4-0.

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 0]**
SECONDER:	Brian J. Kulpa, Jacqualine Berger
AYES:	Kulpa, Berger, Lavin, Szukala
RECUSED:	Bucki

2. Resolution 2021-277

To Authorize the Supervisor to Sign an Agreement with Molly Vendura, Landscape Architect PLLC for Design and Planning Services CRS #2465

WHEREAS, the Town of Amherst has worked closely with the City of Buffalo, the Town and Tonawanda, and SUNY at Buffalo, and UBRI on planning for the South Campus area; and

WHEREAS, transportation infrastructure development and streetscape enhancements are important components to improving the South Campus area; and

WHEREAS, engaging in advance planning and design can position Amherst and its surrounding neighbors to better compete for grants and other funding opportunities to implement streetscape, pedestrian, and other mobility enhancements and improvements in the area; now therefore be it

RESOLVED, that the Amherst Town Board authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into an agreement with Molly Vendura, Landscape Architect PLLC for an amount not to exceed $18,000.00 for design services in the Main/Kenmore/Niagara Falls Boulevard/SUNYAB South Campus area.

3/22/2021
Consent

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

Q. POLICE:

1. Resolution 2021-278

Second Amendment of Targeted Tactical Team Grant FY2018 (CRS #2428) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS# 1792

TOWN BOARD AGENDA ITEM: MARCH 22, 2021

To: **Town Board**

From: **John C. Askey, Chief of Police**

Re: **Second Amendment of Targeted Tactical Team Grant**
FY2018 (CRS #2428)
NYS Division of Homeland Security and Emergency Services
Original Approved Grant Agreement: CRS# 1792

Kindly adopt a resolution authorizing the Supervisor to adopt and electronically execute (if required) the attached amendment with regard to the above matter. This request is for a budget amendment to reallocate the use of funds within the grant. The original grant agreement was approved by the Town Board on December 16, 2019 by Resolution #2019-1379. This amendment has successfully completed the Contract Routing System.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk *(w/attachment, Agenda Item: March 22, 2021)*

3/22/2021
Consent

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

2. Resolution 2021-279

Training Request National Association of School Resource Officers, Inc. Basic SRO Certification Course (1 Officer)

TOWN BOARD AGENDA ITEM : MARCH 22, 2021

TO: **Town Board**

FROM: **John C. Askey, Chief of Police**

RE: **Training Request**
National Association of School Resource Officers, Inc.
Basic SRO Certification Course (1 Officer)

Kindly adopt a Resolution authorizing one (1) Officer to attend a training course with regard to the above matter. This course is being held virtually from May 3, 2021-May 7, 2021. The total cost for this training is $445.00.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: March 22, 2021)**

3/22/2021
Consent

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

3. Resolution 2021-280

Training Request National Association of School Resource Officers, Inc. Basic SRO Certification Course (4 Officers)

TOWN BOARD AGENDA ITEM : MARCH 22, 2021

TO: **Town Board**

FROM: **John C. Askey, Chief of Police**

RE: **Training Request**
National Association of School Resource Officers, Inc.
Basic SRO Certification Course (4 Officers)

Kindly adopt a Resolution authorizing four (4) Officers to attend a training course with regard to the above matter. This course is being held virtually from April 5, 2021-April 9, 2021. The total cost for this training is $1,780.00 ($445.00 per Officer).

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: March 22, 2021)**

3/22/2021
Consent

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

4. Resolution 2021-281

Amendment of Resolution #2020-200, #2020-412 & #2020-693 Date Change: Travel/Training Request Emergency Response Team: SWAT Tactical Conference

TOWN BOARD AGENDA ITEM: MARCH 22, 2021

TO: **Town Board**

FROM: **John C. Askey, Chief of Police**

RE: **Amendment of Resolution #2020-200, #2020-412 & #2020-693**
Date Change: Travel/Training Request
Emergency Response Team: SWAT Tactical Conference

Kindly amend Resolution #2020-200, Resolution #2020-412 and Resolution #2020-693 with regard to the above matter. Due to COVID-19, the dates of this travel and training were further postponed from September 29, 2020 - October 2, 2020 to April 20, 2021 -April 23, 2021 and it has once again been rescheduled for August 24, 2021-August 27, 2021. The cost for this conference remains the same as previously approved.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk *(Agenda Item: March 22, 2021)*

3/22/2021
Consent

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

R. SENIOR SERVICES:

S. YOUTH AND RECREATION:

1. Resolution 2021-282

Permission to Auction Excess Equipment

Authorize the Amherst Youth & Recreation Department to auction a set of free-standing pizza ovens currently located at the Williamsville Youth & Family Center, 5005 Sheridan Drive. The ovens are broken and the cost to repair is prohibitive.

3/22/2021
Consent

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

XIII. UNFINISHED BUSINESS

XIV. COMMUNICATIONS

1. Communication 2021-34

Amherst Central Park Development Comments

Residents comments, concerns, suggestions for Amherst Central Park.

3/22/2021
Referred to Planning & Amherst Central Park Task Force.

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

2. Communication 2021-35

Notice of Tentative Telecommunication Ceiling

Refer to the attached Notice of Final Telecommunications Ceiling for city and town assessment roll to be filed in 2021, dated February 16, 2021.

3/22/2021
Referred to Town Attorney & Assessor.

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

3. Communication 2021-36

Notice of Claim: Chrishawn Loder Vs. Town of Amherst

3/22/2021
Referred to Town Attorney.

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

4. Communication 2021-37

Notice of Claim: Jill Bingenheimer & Daniel Bingenheimer Vs Town of Amherst

3/22/2021
Referred to Town Attorney.

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

5. Communication 2021-38

Summons and Complaint: Diane M. Reese Vs. Town of Amherst Et Al.

3/22/2021
Referred to Town Attorney.

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

XV. SUSPENSION OF RULES

Deputy Supervisor Berger moved to open Suspension of Rules to bring forth 2 unlisted items. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was opened at 7:53 PM.

There being no further business requiring Suspension of Rules, Deputy Supervisor Berger moved to close, seconded by Councilmember Lavin and unanimously approved 5-0. Suspension of Rules was closed at 7:57 PM.

1. Resolution 2021-283

2021 Golf Season Fees

TO: **Amherst Town Board**
FROM: **Mary-Diana Pouli, Executive Director**
DATE: **March 22, 2021**
RE: **Authorization Fees to be charged for the 2021 Golf Season**

Please authorize the following fees to be charged for the 2021 Golf Season:

18 Holes:
Resident not to exceed $25.00
Non-Resident not to exceed $29.00

9 Holes:
Resident not to exceed $17.00
Non-Resident not to exceed $19.00

Par 3:
Not to exceed $14.00 (no difference between resident and non-resident)

Carts: (inclusive of tax)
18 holes $15.00

9 holes $ 9.00

Resident Season Pass: $500.00
Senior Season Pass: $300.00 (unlimited, Monday-Friday only)
Advantage Discount Card to be negotiated

9 Hole League Fee:
$14.00 greens fee + $7.00 cart fee = $21.00

Financial Impact: TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

2. Resolution 2021-284

Amendment to the 2021 – 2026 CIP Relative to a Project at the Northtown Center at Amherst

TO: **Amherst Town Board**
FROM: **Mary-Diana Pouli, Executive Director**
DATE: **March 22, 2021**
RE: **Amendment to the 2021 - 2026 CIP relative to a project at the Northtown Center at Amherst**

The Youth & Recreation Department is requesting an amendment to the 2021 - 2026 CIP relative to a project at the Northtown Center at Amherst. The north end underfloor heating system at the Northtown Center has a failure that needs to be addressed this year. Please adopt a resolution approving the following:

Current
YR-3A Northtown Center Rubber Floor Replacement 2021 - 100 LA

Proposed
YR-9A Northtown Center Underfloor Heating System Repair 2021 - 100 LA

A Map, Plan & Report has been generated and is undergoing review by the Finance Director. If approved, bonding will be at a subsequent Town Board meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 7:58 PM.

Chris Drongosky, 105 Amherstdale - questioned when the golf course was opening & about golf fees

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

XVIII. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Bucki and unanimously approved 5-0. The Town Board meeting of March 22, 2021 was adjourned at 7:59 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Clerk
Initiated by: **Kathleen Cooper**
Co-Sponsored by:

DOC ID: 22854 **RESOLUTION 2021-154** **ADJOURNED**

Amendments to Chapter 44, Rental Unit Registration

The purpose of this Local Law shall be to amend Chapter 44-3(B) of the Code of the Town of Amherst with respect to exemptions for rental unit registrations in the Town of Amherst.

2/22/2021
A motion to adjourn to March 22nd was made by Supervisor Kulpa, Seconded by Deputy Supervisor Berger and unanimously approved 5-0.

3/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:02 PM.

Stan Sliwa, Town Attorney, presented.

Don Smith, N Long St. - question about the exact law the Board would approve

A motion to adjourn the public hearing until April 5th was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:36 PM.

Stan Sliwa, Town Attorney, presented.

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was closed at 7:38 PM.

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

FINANCIAL IMPACT:

None for the purposes of this resolution.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 4/5/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Deborah Bruch Bucki, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

LOCAL LAW NO. ___-2021

TOWN OF AMHERST

COUNTY OF ERIE, STATE OF NEW YORK

A Local Law Amending Chapter 44 Of The Code Of The Town of Amherst : Rental Unit Registration

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 44 of the Code of the Town of Amherst, Rental Unit Registration."

Section 2. Purpose

The purpose of this Local Law shall be to amend Chapter 44-3(B) of the Code of the Town of Amherst with respect to exemptions for rental unit registrations and issuance, denial and revocation of rental unit registrations and certificates in the Town of Amherst.

Section 3.

Chapter 44-3 of the Code of the Town of Amherst is hereby amended as follows:

§44-3 Rental Dwelling Unit Registration Required; exemptions

A. Registration required. No person shall allow to be occupied, or rent to another for occupancy, any dwelling unit unless the owner has first obtained either a short term rental dwelling unit registration certificate or a rental dwelling unit registration certificate as hereafter provided.

B. Exemptions.

Exemptions. The provisions of this Chapter shall not apply to owner-occupied properties containing two or fewer dwelling units and are not short-term rentals; properties granted an exception to these provisions by a majority vote of the Town Board; properties owned by a college or university for inhabitation by administrative officers and/or faculty free of charge; properties owned by a faith-based organization for use as a living quarters by

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: AmendedLL.ExemptionsUnpaidTaxes (RES-2021-154 : Amendments to Chapter 44, Rental Unit Registration)

clergy free of charge; properties subject to the Erie County PHA Consortium Section 8 Renters Association; hotels; motels; properties located in MFR-4a, MFR-5, MFR-6 and MFR-7; hospitals; nursing homes; assisted living facilities; group homes or other dwelling units which offer or provide medical or nursing services if such units are subject to state or federal licensing or regulations concerning the safety of the users, patients or tenants.

Section 4.

Chapter 44-5 of the Code of the Town of Amherst is hereby amended as follows:

§44-5 Issuance or Denial of Rental Dwelling Unit Registration

The Town of Amherst shall issue a short term rental dwelling unit certificate or a rental dwelling unit certificate for such properties after satisfactory completion of the Town's inspection and assuring that all local property taxes on the rental unit are up to date. If upon completion of an inspection of a building and dwelling units therein the Commissioner finds noncompliance with the housing code, or that local property taxes are not up to date, the Commissioner shall issue a notice of violation in accordance with Section 44-14 of this Chapter for the correction of any violations of the housing code. Upon re-inspection, if the Commissioner finds noncompliance with the notice of violation the Commissioner shall deny a certificate or revoke any issued certificate in accordance with the procedure set forth in Section 44-14 of this Chapter. The Commissioner shall issue a written statement setting forth the reasons for the denial or revocation.

Section 5.

Chapter 44-9-A of the Code of the Town of Amherst is hereby amended as follows:

44-9 Revocation of Rental Dwelling Unit Registration Certificate

A. The terms and conditions of this section shall also apply to holders of short term rental dwelling unit certificates. A rental dwelling unit registration certificate issued pursuant to this chapter may be revoked by the Commissioner for any one or more of the following reasons:

(1) Fraud, misrepresentation or a false statement as to a material fact in the application.

(2) A finding that a rental dwelling unit registration was issued in error and not in accordance with applicable law.

~~Strikethrough~~ = Deleted language; Underline = Added language

Attachment: AmendedLL.ExemptionsUnpaidTaxes (RES-2021-154 : Amendments to Chapter 44, Rental Unit Registration)

(3) A violation of any of the provisions of this Chapter, including noncompliance with a notice of violation issued pursuant to §44-14.

(4) The Commissioner, or his/her designated representative, determines that the rental dwelling unit does not substantially conform with this chapter or the New York State Uniform Fire Prevention and Building Code.

(5) A finding by the Commissioner that the owner or other responsible person responsible for payment of property taxes of rental dwelling unit is in arrears on said property taxes.

Section 6. Effective Date

This Local Law shall take effect immediately and be filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 and 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina J. Spoth, Town Clerk
Town of Amherst
County of Erie, New York

Attachment: AmendedLL.ExemptionsUnpaidTaxes (RES-2021-154 : Amendments to Chapter 44, Rental Unit Registration)

~~Strikethrough~~ = Deleted language; Underline = Added language

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 22986 **RESOLUTION 2021-242** **ADOPTED**

1265 Sweet Home Road Rezoning

Adoption of Local Law to Amend the Zoning Map
(1265 Sweet Home Road; Z-2020-14)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of February 18, 2021 that the proposed Center 8 district (CTR-8) zoning at 1265 Sweet Home Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map.

3/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:14 PM.

Attorney Corey Auerbach on behalf of DMG Investments presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:24 PM.

A motion to approve the Negative Declaration was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0.

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

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

Attachment: 1265 Sweet Home Z-2020-14_Town Board Draft Neg Dec_ (RES-2021-242 : 1265 Sweet Home Road Rezoning)

D R A F T (3/22/21)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Project**: Z-2020-14
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action:	Rezoning Request.
SEQR Status:	Unlisted action.
Description of Action:	Rezoning of 2.38± acres of land from GB to CTR-8 to allow for the redevelopment and expansion of the existing hotel building for multifamily residential uses.
Location:	1265 Sweet Home Road, Town of Amherst, Erie County, New York
Petitioner:	DMG Investments, LLC

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 2.38± acres of land from General Business (GB) to Center 8 District (CTR-8) to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on January 6 and February 11, 2021reviewed the application and EAF submitted on December 28 and February 8, 2021, and had no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on January 13 and February 18, 2021 reviewed the application and EAF submitted on December 28 and February 8, 2021, and has no objection or comments on the proposed rezoning.

4. The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from General Business (GB) to Center 8 District (CTR-8) to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses. Neighboring uses are hotels, mixed-use buildings (retail/residential), offices, University facilities and public utility uses and are zoned General Business District (GB), Research Development District (RD) and the New Community District - SUNYUB (NCD); therefore, the project is consistent with surrounding land use.

Attachment: 1265 Sweet Home Z-2020-14_Town Board Draft Neg Dec_ (RES-2021-242 : 1265 Sweet Home Road Rezoning)

6. The proposed rezoning to Center 8 District (CTR-8) to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to Center 8 District (CTR-8) to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses will not create any hazard to human health.

8. The rezoning to Center 8 District (CTR-8) will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed redevelopment and expansion of the existing hotel building for multifamily residential uses will be consistent with the scale of surrounding land uses.

9. The rezoning to Center 8 District (CTR-8) to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses will not significantly increase the number of people using the site over its previous intended use as a hotel.

10. Review by the Town Traffic/Safety Board on February 4 & 16, 2021 indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on January 13 and February 18, 2021, Engineering on January 6 and February 11, 2021, Traffic/Safety Board on February 4 & 16, 2021, Assessor on January 8 and February 22, 2021, and Right-of-Way Agent on January 10 and February 10, 2021, along with the Williamsville Central School District on February 11, 2021. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

Attachment: 1265 Sweet Home Z-2020-14_Town Board Draft Neg Dec_ (RES-2021-242 : 1265 Sweet Home Road Rezoning)

SM/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_Town Board Draft Neg Dec_032221.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDOT
DMG Investments, LLC, c/o Corey Auerbach, Esq., Barclay Damon LLP, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: 1265 Sweet Home Z-2020-14_Town Board Draft Neg Dec_ (RES-2021-242 : 1265 Sweet Home Road Rezoning)

LOCAL LAW NO. _____-202_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 1265 Sweet Home Road FROM GB TO CTR-8 AND TO AMEND THE ZONING MAP ACCORDINGLY

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

Section 1. Title.

This Local Law shall be referred to as, “A Local Law Amending the Zoning of 1265 Sweet Home Road.”

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 1265 Sweet Home Road from GB General Business District to CTR-8 Center 8 zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from GB General Business District to CTR-8 Center 8 the zoning of 1265 Sweet Home Road, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

All that tract or parcel of land, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 79, Township 12, Range 7 of the Holland Land Company's Survey, and more particularly bounded and described as follows:

Beginning at a point in the east line of Lot No. 79, distant 1565.0 feet south of the northeast corner of said Lot No. 79; thence southerly along the east line of Lot No. 79 a distance of 300.43 feet to the northeast corner of lands now or formerly conveyed to Erie County Water Authority by deed recorded in the Erie County Clerk's Office in Liber 8147 of Deeds at page 391; thence southwesterly at an interior angle of 104° 59' 15", along the northwest line of said lands conveyed to Erie County Water Authority by Deed recorded in the Erie County Clerk's Office in

Attachment: Draft Local Law_1265 SH (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Liber 8147 of Deeds at page 391, a distance of 383. 27 feet to the south line of lands now or formerly conveyed to Clarence A Beeler by Deed recorded in the Erie County Clerk's Office in Liber 7536 of Deed at page 121; thence westerly at an interior angle of 165°50' 46" along the said south line of Beeler, a distance of 99.97 feet to a point on the southeast line of Sweet Home Road (140 feet wide); thence northeasterly at an interior angle of 49° 50' 59" along the said southeast line of Sweet Home Road, a distance of 519.32 feet to a point; thence easterly at an interior angle of 129' 00' 12' a distance of 141.15 feet to the point or place of beginning.

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina J. Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

Attachment: Draft Local Law_1265 SH (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Ellen M. Kost, AICP
Assistant Planning Dir

Town Board Agenda of March 22, 2021

March 10, 2021

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

SUBJECT: Request to rezone 2.38± acres of land from GB to CTR-8; property located at 1265 Sweet Home Road. DMG Investments, LLC, Petitioner. Z-2020-14

Honorable Members:

The subject property is a 2.38± acre irregularly shaped parcel located on the east side of Sweet Home Road, 1,100± feet south of its intersection with Rensch Road and 2,150± feet north of Maple Road. The parcel has 519.32± ft. of frontage on Sweet Home Road and a maximum depth of 310± ft.

A six (6) story, 83,411 sq. ft., 130-room hotel with parking for 130 vehicles and a single driveway to Sweet Home Road are located approximately mid-parcel. The subject site abuts lands owned and used by the Erie County Water Authority for domestic water distribution to the south and east. It also abuts a small portion of the SUNY at Buffalo North Campus to the east. Sweet Home Road in the subject area is a New York State Highway designated as a collector roadway in the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request is to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses. The concept plan shows a potential 6-story 24-unit expansion on the south side of the existing building and the addition of 4 parking spaces.

The site was zoned Research Development District (RD) with the adoption of the Zoning Ordinance and map on January 19, 1976. On May 1, 2006 the Town Board approved the rezoning to General Business District (GB) (Z-2006-08) for a proposed 125 room hotel with parking for 129 vehicles with the following conditions:

1. That the approved General Business (GB) zone be deed restricted to permit only the following uses: motels and hotels; human health care offices; bank, finance, insurance and real estate offices; offices for accountants, architects, engineers and lawyers.

continued . . .

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

2. The existing billboard be permanently removed.

   (Note: If the parcel is rezoned to another zoning district, the required deed restriction in condition #1 above will no longer apply.)

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The proposed rezoning is consistent with the Conceptual Land Use Plan (Figure 6) in the Town of Amherst Bicentennial Comprehensive Plan which projects Commercial/Mixed Use land use for the subject area and with the Commercial and Mixed-Use Designations map (Figure 6A) which projects a retro-fit Suburban Center form and scale for the subject area. The request is also consistent with the locational criteria for suburban centers in that they are to be located away from single family homes and along major roadways at higher volume intersections or near interstate interchanges.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The subject request is compatible with the surrounding General Business District (GB), Research Development District (RD) and the New Community District - SUNYUB (NCD) zoning districts. The subject zoning request, which permits a mix of residential and commercial uses, is also compatible with the surrounding development which includes hotels, mixed-use buildings (retail/residential), offices, University facilities and public utility uses.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal. Pursuant to Local Law #3-82, as amended, the requirements of SEQR are complete and the proposal is not expected to have a significant adverse effect on the environment.

continued...

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Honorable Town Board

Rezone land from GB to CTR-8; property located at 1265 Sweet Home Road.
Agenda of March 22, 2021

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings relative to SEQR and issue the attached Negative Declaration, and that the subject request be **approved** based on the attached resolution.

Very truly yours,

DANIEL C. HOWARD, AICP
Planning Director

SM/ac
Att.
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_TB Letter_032221.docx

cc: Stanley Sliwa, Town Attorney

Planning Board Approval – February 18, 2021
Ayes 4; Noes 0 (Gelber, Gill, Raffaele absent)

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2020-14

PETITIONER

DMG Investments
c/o Corey Auerbach, Esq.
Barclay Damon LLP
9276 Main St., Suite 3
Clarence, NY 14031

PROPERTY LOCATION

1265 Sweet Home Road

FEB25'21 PM 2:10 RCVD

WHEREAS the Town of Amherst Planning Board on Thursday, February 18, 2021 held a remote public hearing on the proposed rezoning of land from General Business District (GB) to Center 8 District (CTR-8) and

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

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

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

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

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

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

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

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

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

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

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2020-14

PETITIONER

DMG Investments

PROPERTY LOCATION

1265 Sweet Home Road

FEB25'21 PM 2:10 RCVD

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

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

The foregoing resolution was adopted by the Town of Amherst Planning Board, February 18, 2021; moved by - Chmiel; seconded by - Penberthy; ayes 4; noes 0; absent 3 (Gelber, Gill, Raffaele).

Robert J. Gilmour, Chair

2-25-21
Date

SM/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_resolution_021821.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
DMG Investments, c/o Corey Auerbach, Barclay Damon LLP, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

DRAFT RESOLUTION
(3/22/21)

Adoption of Local Law to Amend the Zoning Map
(1265 Sweet Home Road; Z-2020-14)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of February 18, 2021 that the proposed Center 8 district (CTR-8) zoning at 1265 Sweet Home Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map.

X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_TB Letter_032221.docx

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning Review and, if required Comprehensive Plan Amendment

For Official Use

File #: Z-2020-14 Acreage _____ Fee $ ✓

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Materials Accepted by Town Clerk & Fee Paid _____ ACCEPTED BY DATE

Materials Checked by Building Dept. _____ RECEIVED BY DATE

Materials Received by Planning Dept. 2/4/21 RECEIVED BY DATE

		Fill In Applicable Fees
2 ACRES OR LESS	$1,250	1,250
2 – 20 ACRES $1,250 + $250/acres or fraction thereof over 2 acres		250
20 – 30 ACRES $5,700 + $150/acre or fraction thereof over 20 acres		
OVER 30 ACRES $6,900 +$75/acre or fraction thereof over 30 acres		
Request for Relief of/Change to Conditions of Zoning Approval	$ 1,200	
AFFIDAVIT FEE FOR PUBLIC HEARING	$ 15.00	15
	TOTAL FEE:	$ 1515

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

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:** Name: DMG investments

Address: c/o Barclay Damon LLP
9276 Main Street, Suite 3

Clarence	NY	14031
City	State	Zip Code

Phone: (716) 858-3801 Fax: (716) 768-2801

E Mail cauerbach@barclaydamon.com

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

From: GB District

To: CTR-8 District

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

1265 Sweethome Road

Amherst, NY

SBL #: 54.12-1-23.11

4. **Area of land to be rezoned** (in acres): 2.38

5. **Owner of Land:**

Name: Sweet Home Hotels LLC

Address: 97 Coastline Drive, Brampton, Ontario L6Y OS4 Canada

Telephone:

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

Name: Corey Auerbach, Esq.

Address: 9276 Main Street, Suite 3

Clarence	NY	14031
City	State	Zip Code

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

X Option to purchase

_____ Owner

_____ Other (explain) _____

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

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

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

Liber 11137 Page 8750 and 8754

11. **Information on proposed project:**

A. Description of the character of the proposed development:

Redevelop and expand existing hotel for multifamily use.

B. Rationale for rezoning request:

1. Why was this site chosen?
Proximity to University at Buffalo Campus, existing hotel on site, future NFTA expansion, Sweet Home as major commercial and residential corridor.

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

2. Why cannot land be used with the existing zoning?

Multi-Family use not permitted in GB; Proposed height and size of development.

3. How will this rezoning impact surrounding properties?

Furthers recent improvements along Sweet Home and proximate to University at Buffalo campus and other amenities.

4. How will this rezoning impact the school system?

No impact anticipated.

12. **Quantitative Data:**

A. Total # of dwelling units 154

B. Distribution of dwelling units by type Efficiency (43), one BR (94), and two BR (17)

C. Gross Residential Density per acre 0.0155

D. Total amount of Open Space 0.24 acres greenspace

E. Proposed Non-Residential Floor Area

13. **Development Schedule:**

Start

Finish 18-24 months after start

Stages (# of) 1

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

Entirety of parcel to be sold to petitioner after obtainment of necessary entitlements and conditions of purchase and sale agreement met.

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

_____

_____

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

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

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

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

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

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

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

1. Sanitary Sewer
Existing Town Sanitary Sewer District # 16
2. Storm Sewer/Drainage
NYSDOT Storm sewer along Sweet Home Road
3. Water
Erie County Water Authority lease managed service area
4. Other

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

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

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

see attached analysis.

17. The petitioner encloses herewith the sum of $1515 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

Signature of Petitioner

Subscribed and sworn to before me this 26 day of [illegible], 20[illegible]

Notary Public, Erie County, New York

TRACY A. MURRAY#01MU5077295
Notary Public, State of New York
Qualified in Genesee County
My Commission Expires 05/05/[illegible]

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

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

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

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

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

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

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

P/CurrPlan/Applications2007/Rezoning & Comp Plan Amend App.
10/08

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Rezoning Application Requirements and Checklist

The following checklist outlines the information required by the Town of Amherst to accept a Rezoning application. ***It is strongly recommended that you make an appointment with Planning Staff to discuss what information will be needed to address the items shown on the checklist.***

Item No.	Item	Submitted	Official use
I Application Information			
1.0	**Town of Amherst Rezoning / Comprehensive Plan Amendment Application Form (available from Planning Department)**		
1.1	Name, address, and contact information of the petitioner		
1.2	Name and address of property owners(s) – if different than petitioner		
1.3	If petitioner is different than property owner, provide statement describing interest in property and a letter from the property owner authorizing the application		
1.4	Identify existing and proposed zoning and acreage of area proposed to be rezoned		
1.5	Parcel addresses and Section, Block, and Lot (SBL) numbers of all properties proposed to be rezoned. Indicate if a portion of any parcel is involved, if applicable		
1.6	Statement of planning objectives to be achieved by the proposed rezoning, including the following: • How the proposed zoning and development plan meets the objectives of the Comprehensive Plan • A description of the character of the proposed development • The rationale behind the assumptions that are presented		
1.7	Cite specific maps and / or figures in the Comprehensive Plan that must be amended to support the proposed zoning and provide suggested amendments		
1.8	A general statement about how any proposed open space will be maintained (if applicable)		
1.9	A development schedule indicating the approximate date when construction is expected to begin and be completed. Identify schedule of any proposed phasing of the development (attach pages as necessary)		
1.10	A statement of the petitioner's intentions regarding future sale or leasing of all or portions of the proposed development		
II Survey and Legal Description			
1.0	**Complete boundary survey that includes all existing structures, acreage, legal description, and easements plotted to scale by a NYS licensed land surveyor**		
1.1	Raised/wet seal and signature of licensed surveyor		
1.2	Clear delineation and acreage of area to be rezoned if different than property boundary		
2.0	**Legal Description of the total area proposed to be rezoned. (must be consistent with area shown to be rezoned on boundary survey)**		

Town of Amherst Planning Department 5583 Main Street Williamsville-NY-14221
(716) 631-7051- Fax: (716) 631-7153

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Item No.	Item	Submitted	Official use
III Concept Plan (if required by the Planning Board)			
1.0	**Conceptual development plan drawn to scale (no larger than 24" x36" format and folded into 8 ½" x 11" size)**		
1.1	North arrow		
1.2	Scale of drawing		
1.3	Property lines (existing and proposed)		
1.4	Unique natural features and tree cover		
1.5	Information on land controlled by the applicant located within 500 feet of the perimeter of the area proposed to be rezoned		
1.6	Location of all proposed structures and other improvements		
1.7	Number and type of dwelling units (if applicable)		
1.8	Gross square feet of commercial space (if applicable)		
1.9	Maximum structure heights		
1.10	Architectural sketches		
1.11	Existing and proposed contours		
1.12	Existing utility systems (sanitary sewers, water, storm drainage)		
1.13	Location of proposed storm water detention or retention facilities		
1.14	Proposed land use arrangement		
1.15	Location of all parking, loading, stacking and interior circulation drives		
1.16	Location of proposed curb cuts		
1.17	Location of cross access drives to adjacent parcels		
1.18	Pedestrian circulation system		
1.19	Location of NYSDEC wetlands (including buffer area) and/or federal wetlands; indicate jurisdictional status		
1.20	Location of floodway and 100-year floodplain (if applicable)		
1.21	Location and purpose of any proposed easements		
1.22	Location and proposed development of all open spaces, including parks, playgrounds, conservation areas, and dedicated open space; indicate intended ownership of such areas		
1.23	Additional data as required by the Planning Board		
V Other Required Information			
1.0	**Completed and signed Environmental Assessment Form**		
11	Soil boring report and geotechnical report prepared by a qualified Professional Engineer (if applicable)		
1.2	Traffic impact study (if applicable)		
1.3	Archaeological assessment (if applicable)		
1.4	Wetland Delineation report (if applicable)		
2.0	**8 1/2" X 11" reduction of concept plan drawing (see appendix B)**		
3.0	**A CD containing a PDF of the complete submittal package, including all drawings.**		

Rev. 07/02/08, 10/24/08, 11/4/13

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Town Zoning Code and Comprehensive Plan Rezoning Analysis

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Town Zoning Code Rezoning Analysis
1265 Sweet Home Road

Pursuant to § 203-8-3-5 of the Town of Amherst Zoning Code, Petitioner submits the following in support of its Application to rezone 1265 Sweet Home Road (SBL 54.12-1-23.11) ("Property") from General Business District (GB) to Center 8 (CTR-8) ("Application").

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

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

The Property is located proximate to State University of New York at Buffalo's North Campus ("UB") and within the Town's "University Focal Planning Area" ("UFPA"). In discussing the UFPA, the Town of Amherst Bicentennial Comprehensive Plan Amended September 2019 ("Comprehensive Plan"), sets forth a list of opportunities and priorities to enhance certain corridors, which includes "[a]long Sweet Home Road abutting UB, as a critical north-south collector road and potential location of university-related housing, commercial and research activities." See Comprehensive Plan at 10-3 – 10-4, Figure 13. Additionally, the Application and proposed zoning is one step towards a substantive redevelopment of the Property that breathes fresh life in to the dormant hotel development and adds residential units that "enhance[] housing diversity and affordability . . . . [resulting in] the creation of such mixed-use 'University-Related Centers.'" See Comprehensive Plan at 8-5. The proposed zoning and its "new housing opportunities" are focused on Sweet Home Road south of the older neighborhood along Sweet Home Road and in Northern Amherst like Bucyrus Heights and Creekwoods; therefore, the proposed zoning results in traffic increases close to UB and away from the Northern Corridor of Sweet Home Road, as well as a "reduction[] in pressure on these older neighborhoods where students seek affordable off-campus rental housing." See Comprehensive Plan at 3-49, 10-5 – 10-6. Ultimately, as UB implements its own "UB Build" Comprehensive Plan and expands its "once insular campus . . . to its edges," see Comprehensive Plan at 10-12, the proposed zoning furthers an important goal of the Comprehensive Plan to develop off-campus university-related housing, soften the "'hard edge'" borders of UB, provide higher density housing, and take advantage of a "real opportunity to integrate Town and University [UB] planning efforts to a create a second University related mixed use activity center." See Comprehensive Plan at 3-49, 5-11 – 5-12. Simply, the proposed zoning and development is exactly what the Comprehensive Plan envisions.

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

The proposed zoning will require a Local Law amending Chapter 203 of the Town of Amherst Code to rezone the Properties from GB to CTR-8 and to Amend the Zoning Map, accordingly.

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

   The proposed zoning achieves many of the Town's Zoning Code Objectives as set forth in § 203-1-2-2. For example, the proposed zoning is a significant step towards a dense, vertical residential development to prevent overcrowding of land without an excessive concentration of population. Additionally, as described above, the proposed zoning and resulting development conforms land, structures, and use to the goals set forth in the Comprehensive Plan. The proposed zoning also embodies an orderly and beneficial development that further opens the borders of UB to strengthen the symbiotic relationship between UB and the Town.

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

The rezoning will not result in any change to structures or utility consumption currently servicing the Property, which includes:

1. **Sanitary Sewer** – existing Town Sanitary Sewer District #16

2. **Storm Sewer/Drainage** – NYSDOT storm sewer along Sweet Home Road

3. **Water** – Erie County Water Authority Lease Managed Service Area.

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

The Property is currently zoned GB – General Business under § 202-4-4 of the Zoning Code. The Property initially included a six-story hotel, which is a permitted use in the GB district. Given the current height of the hotel and proposed redevelopment of the hotel into residential units, the GB classification cannot accommodate the building height. Therefore, petitioner seeks a rezoning to CTR-8, a new-mixed use district, that permits up to eight stories of multi-family development. Overall, the character of the neighborhood is decidedly residential and commercial, with some research and development areas proximate to UB. Directly across Sweet Home Road is "The Exchange" development, complete with hotel, eateries, and student housing.

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

As discussed above, the Property is currently improved by a six story hotel. The proposed zoning accommodates multi-family buildings up to eight stories in height. The Property is also proximate to UB and the Interstate 290, which is directly referenced in the CTR-8 zoning law, § 203-5A-3-8. The CTR-8 classification is also intended for multi-family residences and "the Town's tallest new buildings." In other words, this Property and the proposed development is the epitome of the CTR-8 zoning classification.

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

The proposed change reclassifies the Property to accommodate redevelopment of the unfinished hotel structure, which revitalizes the property and returns it to productive use. Further, the proposed zoning capitalizes on the new mixed-use zoning code and advances several goals of the Comprehensive Plan, including further enhancing the connection between UB and the Town. See analysis contained in Section A.

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Full Environmental Assessment Form

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

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

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

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

A. Project and Applicant/Sponsor Information.

Name of Action or Project: 1265 Sweet Home Road Rezoning		
Project Location (describe, and attach a general location map): 1265 Sweet Home Road (SBL 54.12-1-23.11)		
Brief Description of Proposed Action (include purpose or need): Rezone entirety of 1265 Sweet Home Parcel from GB General Business to CTR-8 Center. The action has been defined broadly to include all site activities and improvements including post-rezoning development of site.		
Name of Applicant/Sponsor: DMG Investments	Telephone: (929) 724-9226 E-Mail: johncorbo@dmginvestments.com	
Address: 100 Wall Street, Suite 2203		
City/PO: New York	State: NY	Zip Code: 10005
Project Contact (if not same as sponsor; give name and title/role): Barclay Damon LLP, Corey A. Auerbach as agent/attorney for Applicant	Telephone: (716) 858-3801 E-Mail: cauerbach@barclaydamon.com	
Address: 9276 Main Street, Suite 3		
City/PO: Clarence	State: NY	Zip Code: 14031
Property Owner (if not same as sponsor): Sweet Home Hotels LLC	Telephone: E-Mail:	
Address: 97 Coastline Drive		
City/PO: Brampton	State: Ontario, Canada	Zip Code:L6Y OS4

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

B. Government Approvals

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

Government Entity	If Yes: Identify Agency and Approval(s) Required	Application Date (Actual or projected)
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes ☐No	Amherst Town Board (Rezoning)	December 28, 2020
b. City, Town or Village Planning Board or Commission ☑Yes ☐No	Amherst Planning Board (Site Plan)	TBD
c. City, Town or Village Zoning Board of Appeals ☐Yes ☑No		
d. Other local agencies ☑Yes ☐No	Amherst IDA (Inducements)	TBD
e. County agencies ☐Yes ☑No		
f. Regional agencies ☐Yes ☑No		
g. State agencies ☐Yes ☑No		
h. Federal agencies ☐Yes ☑No		

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

ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☐Yes ☑No
iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes ☑No

C. Planning and Zoning

C.1. Planning and zoning actions.

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

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

C.2. Adopted land use plans.

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

b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) ☑Yes ☐No
If Yes, identify the plan(s):
NYS Heritage Areas:West Erie Canal Corridor

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

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑ Yes ☐ No
If Yes, what is the zoning classification(s) including any applicable overlay district?
GB General Business District under Section 4-4 of Town of Amherst Zoning Code.

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

c. Is a zoning change requested as part of the proposed action? ☑ Yes ☐ No
If Yes,
i. What is the proposed new zoning for the site? CTR-8 Center 8 under Section 5A-3-8 of Town of Amherst Zoning Code.

C.4. Existing community services.

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

b. What police or other public protection forces serve the project site?
Town of Amherst Police Department.

c. Which fire protection and emergency medical services serve the project site?
Getzville Fire Protection District.

d. What parks serve the project site?
Ellicott Creek Trailway, UB Bike Path, I-990 Trailway, Nature View Park, Willow Ridge Park, Walt Woods Park, Brighton Park, Audobon Recreation Complex, SUNY Buffalo Campus.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? rezoning for future commercial and residential mixed-use high rise development.

b. a. Total acreage of the site of the proposed action? +/- 2.38 acres
b. Total acreage to be physically disturbed? +/- 2.00 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? +/- 2.38 acres

c. Is the proposed action an expansion of an existing project or use? ☑ Yes ☐ No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % 118 Units: 154 dwelling units

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

e. Will the proposed action be constructed in multiple phases? ☐ Yes ☑ No
i. If No, anticipated period of construction: 18-24 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

f. Does the project include new residential uses? ☑ Yes ☐ No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				154
At completion of all phases				154

g. Does the proposed action include new non-residential construction (including expansions)? ☐ Yes ☑ No
If Yes,
i. Total number of structures _____
ii. Dimensions (in feet) of largest proposed structure: _____ height; _____ width; and _____ length
iii. Approximate extent of building space to be heated or cooled: _____ square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☑ Yes ☐ No
If Yes,
i. Purpose of the impoundment: temporary storage of stormwater run off
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☑ Other specify: stormwater
iii. If other than water, identify the type of impounded/contained liquids and their source.
iv. Approximate size of the proposed impoundment. Volume: 0.0013 million gallons; surface area: underground acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete):
underground HDPE storage piping

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? (Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite) ☐ Yes ☑ No
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them.
iv. Will there be onsite dewatering or processing of excavated materials? ☐ Yes ☐ No
If yes, describe. _____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐ Yes ☐ No
ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐ Yes ☑ No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

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

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

- acres of aquatic vegetation proposed to be removed:
- expected acreage of aquatic vegetation remaining after project completion:
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access):
- proposed method of plant removal:
- if chemical/herbicide treatment will be used, specify product(s):

v. Describe any proposed reclamation/mitigation following disturbance:

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

i. Total anticipated water usage/demand per day: 19,470 gallons/day

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

- Name of district or service area: Erie County Water Authority Lease Manage Service Area
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☐Yes ☑No

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

- Describe extensions or capacity expansions proposed to serve this project: 8" waterline extension across full frontage of parcel including a new public hydrant
- Source(s) of supply for the district: Lake Erie

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

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

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

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

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

i. Total anticipated liquid waste generation per day: 19,470 gallons/day

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

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

- Name of wastewater treatment plant to be used: Town of Amherst Plant No. 16
- Name of district: Town of Amherst Sewer District No. 16
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

If Yes:

- Describe extensions or capacity expansions proposed to serve this project: 4" PVC forcemain under Sweet Home thru legal easement on private property to Rensch Road Sewer

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

If Yes:

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

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

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

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

If Yes:

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

_____ Square feet or 2.14 acres (impervious surface)

_____ Square feet or 2.38 acres (parcel size)

ii. Describe types of new point sources. Pipes, stormwater planters, and stormwater detention basins

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

Directed to NYSDOT storm sewer along Sweet Home Road

- If to surface waters, identify receiving water bodies or wetlands:
- Will stormwater runoff flow to adjacent properties? ☐Yes ☑No

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

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

If Yes, identify:

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

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

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

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

If Yes:

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

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

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

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

If Yes:

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

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

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

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

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

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☐Weekend
☑ Randomly between hours of 8:30 am to 3:30 pm.

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

iii. Parking spaces: Existing 130 Proposed +/- 134 Net increase/decrease -4

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

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

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

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

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

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

If Yes:

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

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

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

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

i. During Construction:

- Monday - Friday: Pursuant to Town Code
- Saturday: Pursuant to Town Code
- Sunday: Pursuant to Town Code
- Holidays: Pursuant to Town Code

ii. During Operations:

- Monday - Friday: Continuous
- Saturday: Continuous
- Sunday: Continuous
- Holidays: Continuous

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑ Yes ☐ No

If yes:

i. Provide details including sources, time of day and duration:
During Construction only, which will occur as permitted by Town Code, and includes noise levels typically associated with construction.

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

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

If yes:

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

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

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐ Yes ☑ No
If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures:

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

If Yes:

i. Product(s) to be stored

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

iii. Generally, describe the proposed storage facilities:

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

If Yes:

i. Describe proposed treatment(s):

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

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

If Yes:

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

- Construction: TBD tons per _____ (unit of time)
- Operation : 35 tons per month (unit of time)

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

- Construction: recycle packaging and scrap metal
- Operation: separate recycling and refuse bins for residents and commercial facilities

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

- Construction: standard construciton dumpster.
- Operation: standard solid waste pick up; two dumpster corrals on-site.

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☐ No

If Yes:

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

ii. Anticipated rate of disposal/processing:

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

iii. If landfill, anticipated site life: _____ years

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

If Yes:

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

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

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

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

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

If Yes: provide name and location of facility: _____

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

E. Site and Setting of Proposed Action

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

a. Existing land uses.

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

☐ Urban ☑ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Educational Institution; county water authority property.

ii. If mix of uses, generally describe:
High-rise, mixed use commercial/residential developments located adjacent; commercial and medical office buildings; other multi-unit residential complexes to serve nearby University.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	1.53	2.14	+0.61
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)			
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: greenspace	0.85	0.24	-0.61

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

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

_____
_____

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

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

_____
_____

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

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

_____
_____

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

_____

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

_____
_____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☐Yes ☑No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☐Yes ☐No

☐ Yes – Spills Incidents database — Provide DEC ID number(s): _____
☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
☐ Neither database

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

_____
_____

iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s):

_____
_____

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

v. Is the project site subject to an institutional control limiting property uses? ☐ Yes ☑ No

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

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? +/- 5.2 feet

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

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

Cayuga Silt Loam, 3-8% slopes	45 %
Churchville Silt Loam, 0-3% slopes	45 %
Wassaic Silt Loam, 3-8% slopes	10 %

d. What is the average depth to the water table on the project site? Average: 1.85 feet

e. Drainage status of project site soils:
☑ Well Drained: 10 % of site
☑ Moderately Well Drained: 45 % of site
☑ Poorly Drained 45 % of site
Web Soil Survey notes 45% of site is "Somewhat Poorly Drained"

f. Approximate proportion of proposed action site with slopes:
☑ 0-10%: 100 % of site
☐ 10-15%: % of site
☐ 15% or greater: % of site

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

h. Surface water features.

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

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

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

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

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

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

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

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

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

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

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

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

i. Name of aquifer: _____

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

m. Identify the predominant wildlife species that occupy or use the project site:
Built Landscape Habitats

n. Does the project site contain a designated significant natural community? ☐ Yes ☑ No
If Yes:
i. Describe the habitat/community (composition, function, and basis for designation): _____
ii. Source(s) of description or evaluation: _____
iii. Extent of community/habitat:
- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? ☐ Yes ☑ No
If Yes:
i. Species and listing (endangered or threatened): _____

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐ Yes ☑ No
If Yes:
i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐ Yes ☑ No
If yes, give a brief description of how the proposed action may affect that use: _____

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

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐ Yes ☑ No
If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐ Yes ☑ No
i. If Yes: acreage(s) on project site? _____
ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐ Yes ☑ No
If Yes:
i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature
ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐ Yes ☑ No
If Yes:
i. CEA name: _____
ii. Basis for designation: _____
iii. Designating agency and date: _____

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☐ Yes ☑ No

If Yes:

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

ii. Name: _____

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

_____

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

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

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

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

If Yes:

i. Identify resource: Erie Canal National Heritage Corridor

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

iii. Distance between project and resource: 3.0 - 4.5 miles.

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

If Yes:

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

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

F. Additional Information

Attach any additional information which may be needed to clarify your project.

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

G. Verification

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

Applicant/Sponsor Name DMG Investments by Barclay Damon LLP Date February 8, 2021

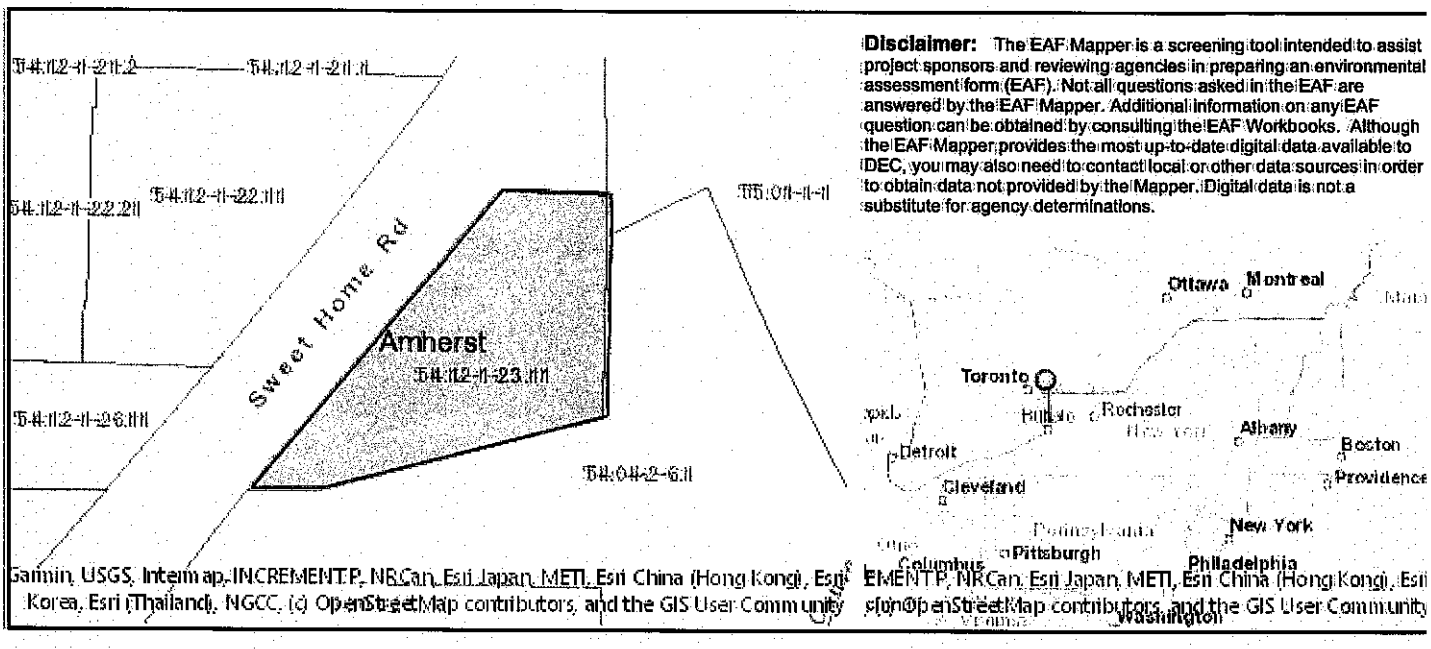
Signature s/ Corey A. Auerbach Title agent/attorney

PRINT FORM

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

EAF Mapper Summary Report

Friday, November 13, 2020 1:40 PM



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

B.i.i [Coastal or Waterfront Area]	No
B.i.ii [Local Waterfront Revitalization Area]	No
C.2.b. [Special Planning District]	Yes - Digital mapping data are not available for all Special Planning Districts. Refer to EAF Workbook.
C.2.b. [Special Planning District - Name]	NYS Heritage Areas:West Erie Canal Corridor
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	No
E.2.p. [Rare Plants or Animals]	No

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.3.f. [Archeological Sites]	No
E.3.i. [Designated River Corridor]	No

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Town Supplemental Environmental Assessment Form

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Cayuga Silt Loam	very limited	somewhat limited	very limited	somewhat limited	somewhat limited
Churchville Silt Loam	very limited	very limited	very limited	very limited	very limited
Wassaic Silt Loam	very limited	somewhat limited	very limited	somewhat limited	somewhat limited

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

   X Geotechnical report attached ____ Not applicable

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

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

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

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
   none

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

   Describe_____

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

7. Maximum number of vehicular trips to be generated per hour upon completion of project +/- 103
   Source: New York State Department of Environmental Conservation trip projection ratios

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

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

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

    4,995 average flow 19,470 peak flow.

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

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

D R A F T (3/22/21)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2020-14

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date:

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning of 2.38± acres of land from GB to CTR-8 to allow for the redevelopment and expansion of the existing hotel building for multifamily residential uses.

Location: 1265 Sweet Home Road, Town of Amherst, Erie County, New York

Petitioner: DMG Investments, LLC

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Full Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 2.38± acres of land from General Business (GB) to Center 8 District (CTR-8) to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on January 6 and February 11, 2021reviewed the application and EAF submitted on December 28 and February 8, 2021, and had no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on January 13 and February 18, 2021 reviewed the application and EAF submitted on December 28 and February 8, 2021, and has no objection or comments on the proposed rezoning.

4. The project is not within an area identified by the State as potentially containing significant cultural or archeological resources, nor will it impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from General Business (GB) to Center 8 District (CTR-8) to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses. Neighboring uses are hotels, mixed-use buildings (retail/residential), offices, University facilities and public utility uses and are zoned General Business District (GB), Research Development District (RD) and the New Community District - SUNYUB (NCD); therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to Center 8 District (CTR-8) to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses will not cause a major change in the use of either the quantity or type of energy.

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

7. The rezoning to Center 8 District (CTR-8) to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses will not create any hazard to human health.

8. The rezoning to Center 8 District (CTR-8) will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed redevelopment and expansion of the existing hotel building for multifamily residential uses will be consistent with the scale of surrounding land uses.

9. The rezoning to Center 8 District (CTR-8) to allow the redevelopment and expansion of the existing hotel building for multifamily residential uses will not significantly increase the number of people using the site over its previous intended use as a hotel.

10. Review by the Town Traffic/Safety Board on February 4 & 16, 2021 indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on January 13 and February 18, 2021, Engineering on January 6 and February 11, 2021, Traffic/Safety Board on February 4 & 16, 2021, Assessor on January 8 and February 22, 2021, and Right-of-Way Agent on January 10 and February 10, 2021, along with the Williamsville Central School District on February 11, 2021. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

SM/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_TB Letter_032221.docx
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
NYSDOT
DMG Investments, LLC, c/o Corey Auerbach, Esq., Barclay Damon LLP, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

LOCAL LAW NO. _____-202_

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 1265 Sweet Home Road FROM _GB_ TO _CTR-8_ AND TO AMEND THE ZONING MAP ACCORDINGLY

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending the Zoning of 1265 Sweet Home Road."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 1265 Sweet Home Road from GB General Business District to CTR-8 Center 8 zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from GB General Business District to CTR-8 Center 8 the zoning of 1265 Sweet Home Road, **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

> All that tract or parcel of land, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 79, Township 12, Range 7 of the Holland Land Company's Survey, and more particularly bounded and described as follows:
>
> Beginning at a point in the east line of Lot No. 79, distant 1565.0 feet south of the northeast corner of said Lot No. 79; thence southerly along the east line of Lot No. 79 a distance of 300.43 feet to the northeast corner of lands now or formerly conveyed to Erie County Water Authority by deed recorded in the Erie County Clerk's Office in Liber 8147 of Deeds at page 391; thence southwesterly at an interior angle of 104° 59' 15", along the northwest line

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

of said lands conveyed to Erie County Water Authority by Deed recorded in the Erie County Clerk's Office in Liber 8147 of Deeds at page 391, a distance of 383. 27 feet to the south line of lands now or formerly conveyed to Clarence A Beeler by Deed recorded in the Erie County Clerk's Office in Liber 7536 of Deed at page 121; thence westerly at an interior angle of 165° 50' 46" along the said south line of Beeler, a distance of 99.97 feet to a point on the southeast line of Sweet Home Road (140 feet wide); thence northeasterly at an interior angle of 49° 50' 59" along the said southeast line of Sweet Home Road, a distance of 519.32 feet to a point; thence easterly at an interior angle of 129' 00' 12' a distance of 141.15 feet to the point or place of beginning.

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

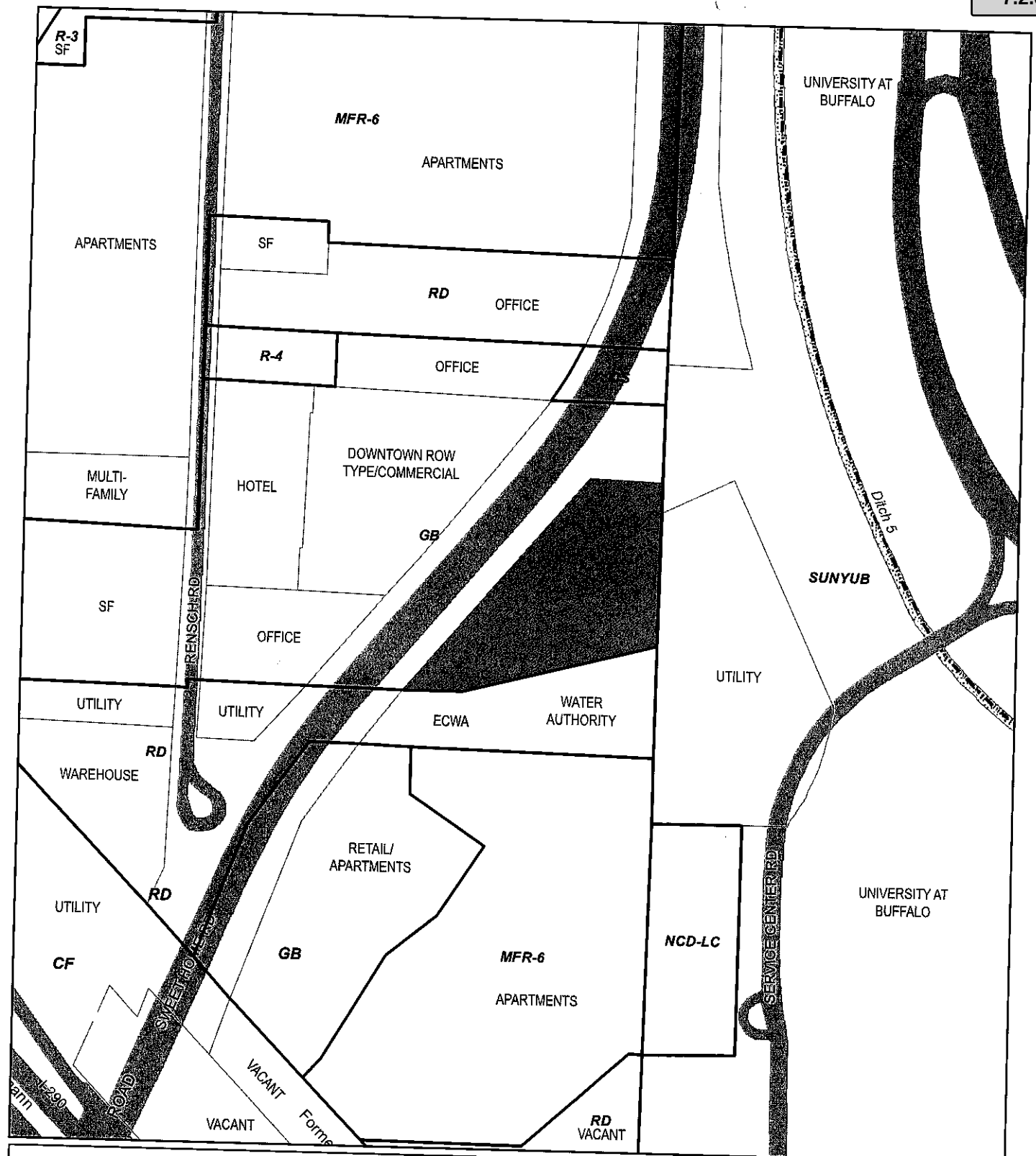
The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Deborah Bruch Bucki
Town Clerk
Town of Amherst
County of Erie, State of New York

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)



Z-2020-14

Request to Rezone 2.38± acres of Land from GB to CTR-8
Property located at 1265 Sweet Home Road

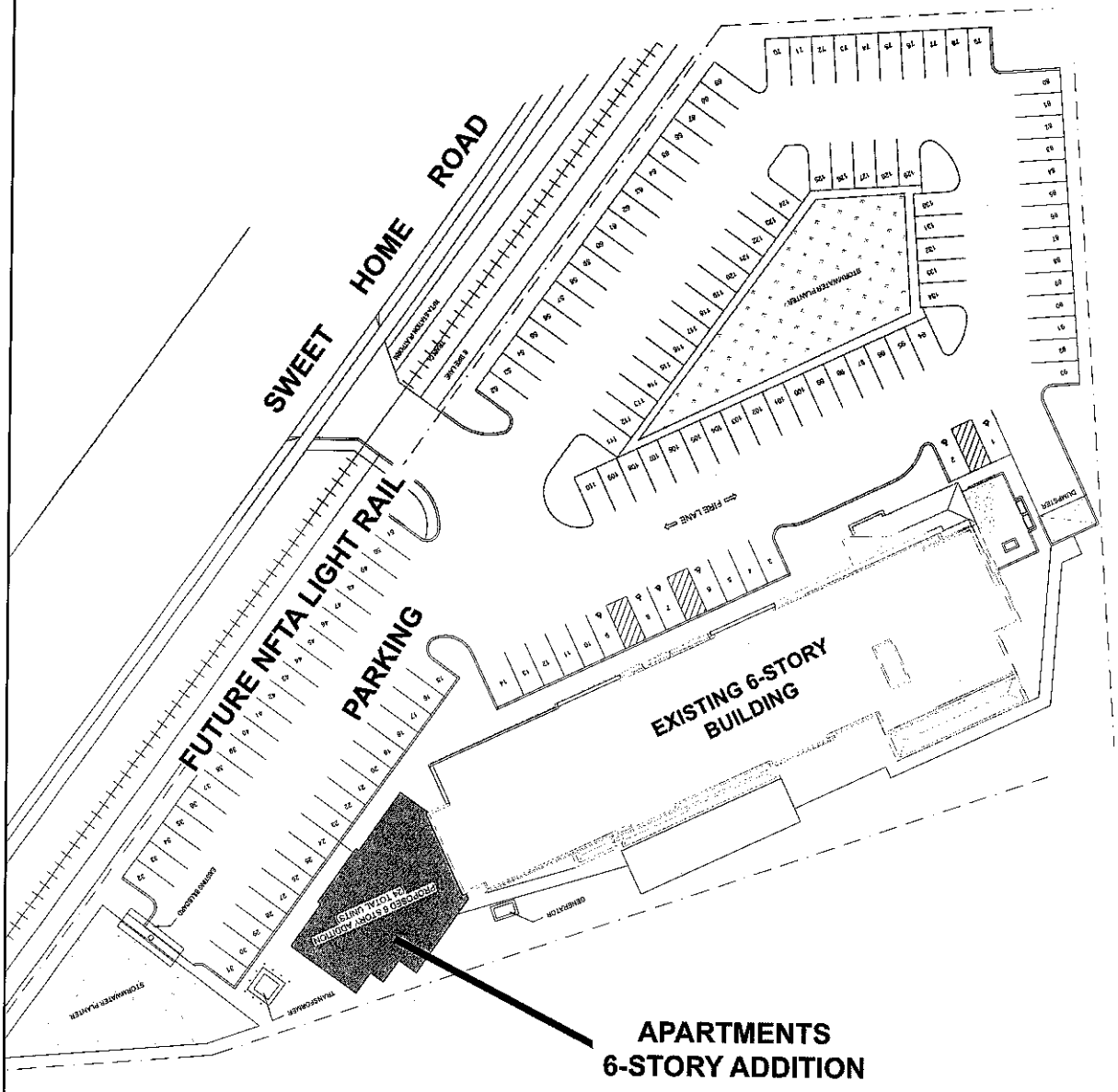
DMG Investments, Petitioner

February 18, 2021

1265 Sweet Home Road

Prepared by the Town of Amherst Planning Department

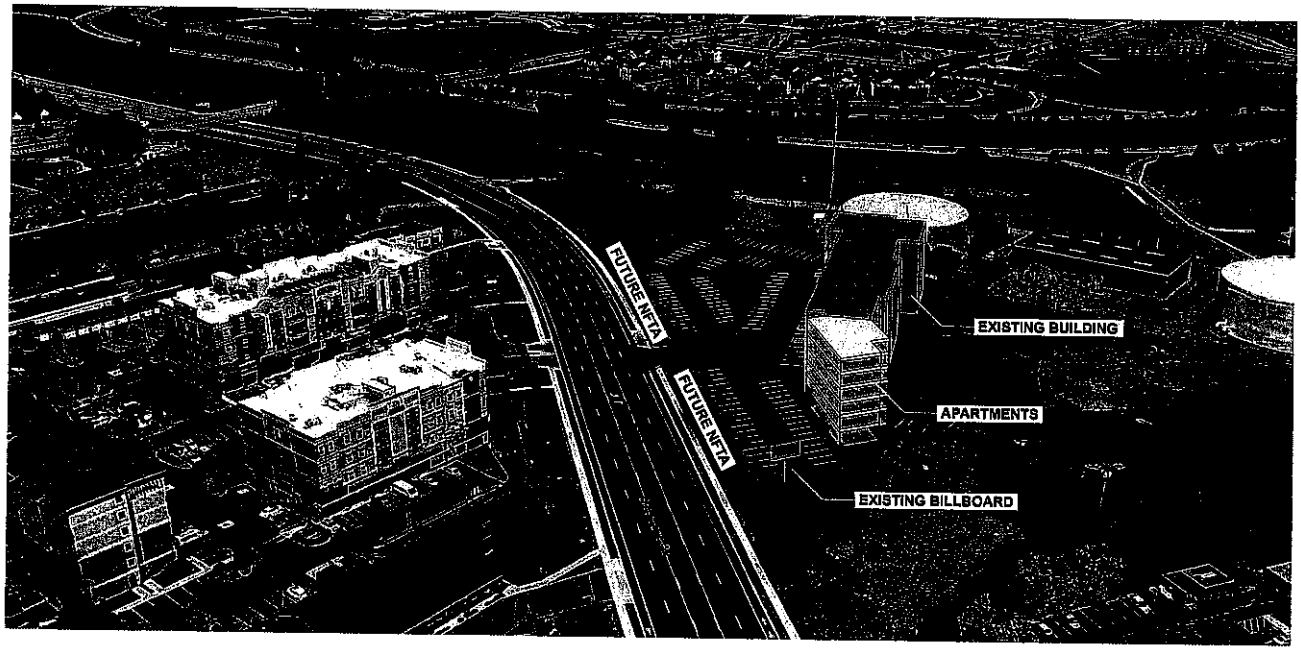
Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

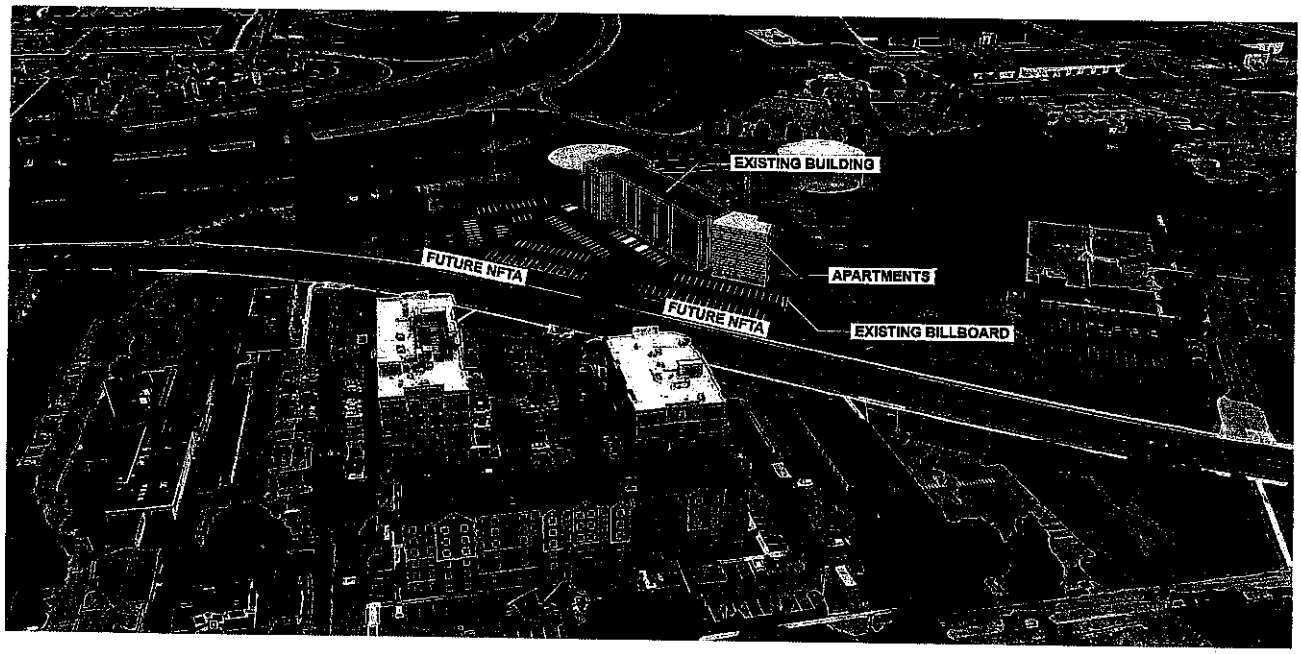


CONCEPT PLAN

Z-2020-14
1265 Sweet Home Road
Received: 2/8/21

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

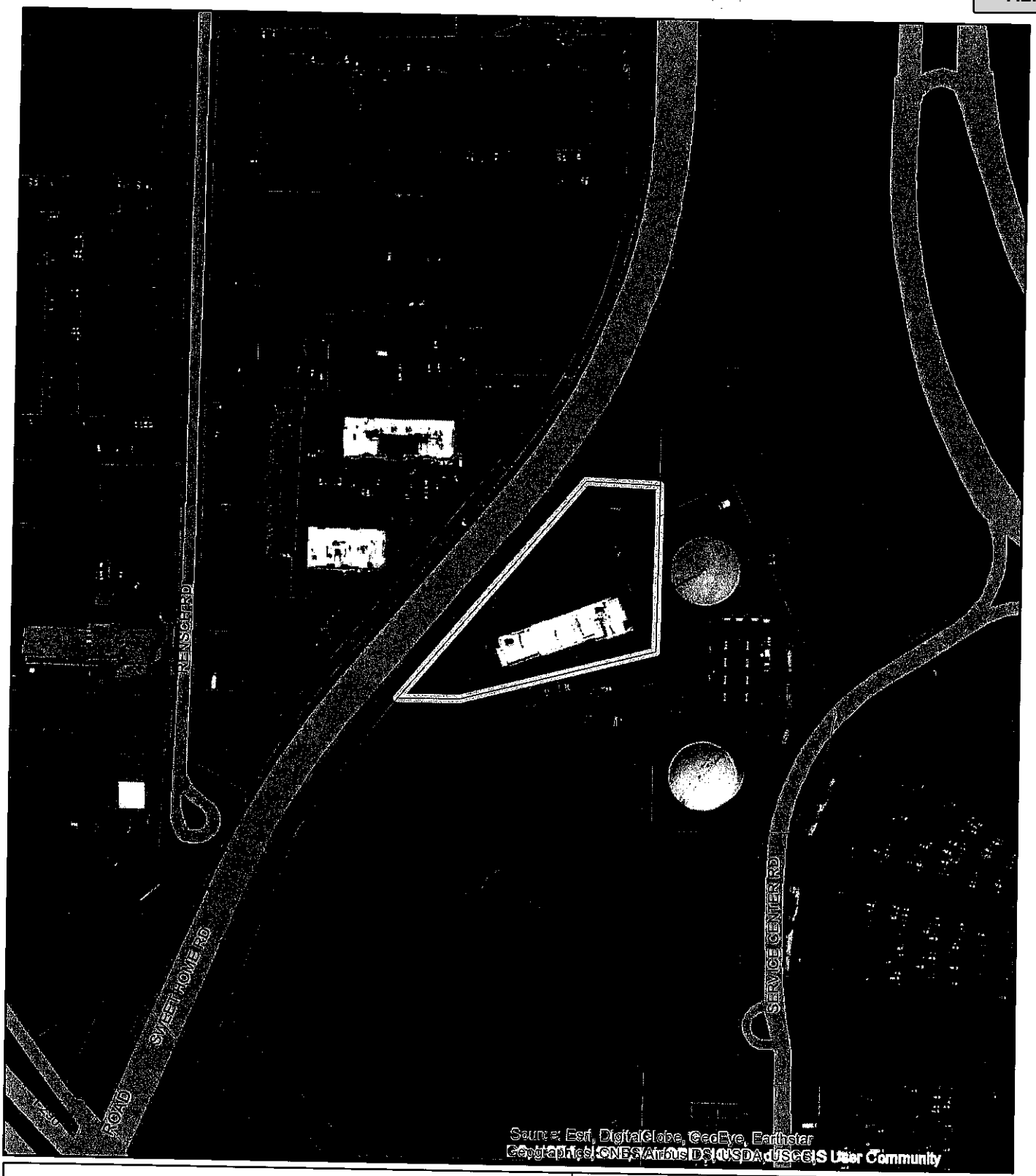




MASS MODEL

Z-2020-14
1265 Sweet Home Road
Received: 2/8/21

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)



Z-2020-14

Request to Rezone 2.38± acres of Land from GB to CTR-8
Property located at 1265 Sweet Home Road

DMG Investments, Petitioner

February 18, 2021

1265 Sweet Home Road

Prepared by the Town of Amherst Planning Department

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Amherst

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

RECEIVED
FEB 22 2021
TOWN OF AMHERST
PLANNING DEPT.

Brian J. Kulpa
Supervisor
Daniel C. Howard, AI
Planning Director
Ellen M. Kost, AICP
Assistant Planning Dire

MEMORANDUM

February 9, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville Central School District

TO: E. Kost
FROM: D. Marrano
Date: 2/22/21
See Below
CC: C. Wn/Fra

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 2.38± ACRES OF LAND FROM **GB** TO **CTR-8**, **Z-2020-14**; PROPERTY LOCATED AT **1265 SWEET HOME ROAD**. DMG INVESTMENTS, PETITIONER.

REVISED CONCEPT PLAN & APPLIATION:
Removing the previously proposed second building along Sweet Home Road
Received February 8, 2021

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: N/A

General comments relative to your agency interests: Assessors office has no objection

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

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

Signature: _____ **Date:** 2/22/21

EK/SM/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_Rev_Transmittal_020921.doc
cc: Scott Marshall, Principal Planner
DMG Investments, c/o Corey Auerbach, Barclay Damon LLP, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

RECEIVED
FEB 19 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

February 9, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville Central School District

RECEIVED
FEB 10 2021
TOWN OF AMHERST
BUILDING DEPT

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 2.38± ACRES OF LAND FROM **GB** TO **CTR-8**, **Z-2020-14**; PROPERTY LOCATED AT **1265 SWEET HOME ROAD**. DMG INVESTMENTS, PETITIONER.

REVISED CONCEPT PLAN & APPLIATION:
Removing the previously proposed second building along Sweet Home Road
Received February 8, 2021

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

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

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

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

Signature: Dave Marrano **Date:** 2-18-21

EK/SM/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_Rev_Transmittal_020921.doc
cc: Scott Marshall, Principal Planner
DMG Investments, c/o Corey Auerbach, Barclay Damon LLP, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AIC
Planning Director
Ellen M. Kost, AICP
Assistant Planning Direct

REVISED
FEB 12 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

February 9, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville Central School District

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 2.38± ACRES OF LAND FROM **GB** TO **CTR-8, Z-2020-14**; PROPERTY LOCATED AT **1265 SWEET HOME ROAD**. DMG INVESTMENTS, PETITIONER.

REVISED CONCEPT PLAN & APPLIATION:
Removing the previously proposed second building along Sweet Home Road
Received February 8, 2021

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: NONE

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

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

Signature: _____ **Date:** 2/11/21

EK/SM/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_Rev_Transmittal_020921.doc
cc: Scott Marshall, Principal Planner
DMG Investments, c/o Corey Auerbach, Barclay Damon LLP, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

RECEIVED
FEB 10 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

February 9, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville Central School District

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 2.38± ACRES OF LAND FROM **GB** TO **CTR-8**, **Z-2020-14**; PROPERTY LOCATED AT **1265 SWEET HOME ROAD**. DMG INVESTMENTS, PETITIONER.

REVISED CONCEPT PLAN & APPLIATION:
Removing the previously proposed second building along Sweet Home Road
Received February 8, 2021

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Signature: _____ **Date:** 2/16/21

EK/SM/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_Rev_Transmittal_020921.doc
cc: Scott Marshall, Principal Planner
DMG Investments, c/o Corey Auerbach, Barclay Damon LLP, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

RECEIVED
FEB 10 2021
TOWN ATTORNEY

MEMORANDUM

February 9, 2021

TO: FROM
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville Central School District

RECEIVED
FEB 18 2021
TOWN OF AMHERST
PLANNING DEPT.

TO:

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 2.38± ACRES OF LAND FROM **GB** TO **CTR-8**, **Z-2020-14**; PROPERTY LOCATED AT **1265 SWEET HOME ROAD**. DMG INVESTMENTS, PETITIONER.

REVISED CONCEPT PLAN & APPLIATION:
Removing the previously proposed second building along Sweet Home Road
Received February 8, 2021

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

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

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

Signature: Stanley Sliwa **Date:** 2/11/21

EK/SM/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_Rev_Transmittal_020921.doc
cc: Scott Marshall, Principal Planner
DMG Investments, c/o Corey Auerbach, Barclay Damon LLP, 9276 Main St., Suite 3, Clarence, NY 14031

5583 Main Street • Williamsville • New York • 14221 • (716) 631-7051 • Fax (716) 631-7153

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

RECEIVED
FEB 10 2021
TOWN ATTORNEY

MEMORANDUM February 9, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville Central School District

RECEIVED
MAR 01 2021
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 2.38± ACRES OF LAND FROM **GB** TO **CTR-8, Z-2020-14**; PROPERTY LOCATED AT **1265 SWEET HOME ROAD**. DMG INVESTMENTS, PETITIONER.

REVISED CONCEPT PLAN & APPLIATION:
Removing the previously proposed second building along Sweet Home Road
Received February 8, 2021

REVIEW:

Do you agree with all statements made? N/A

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 2/10/21

EK/SM/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_Rev_Transmittal_020921.doc
cc: Scott Marshall, Principal Planner
DMG Investments, c/o Corey Auerbach, Barclay Damon LLP, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

RECEIVED
FEB 16 2021
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM February 9, 2021

TO: Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way Agent
Integrated Review Coordinator, ECDEP
Edward Rutkowski, SEQR Review Coordinator, NYSDOT
Williamsville Central School District

RECEIVED
Williamsville Central School District
FEB 11 2021
Asst Superintendent for
Finance & Management Services

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 2.38± ACRES OF LAND FROM **GB** TO **CTR-8, Z-2020-14**; PROPERTY LOCATED AT **1265 SWEET HOME ROAD**. DMG INVESTMENTS, PETITIONER.

REVISED CONCEPT PLAN & APPLIATION:
Removing the previously proposed second building along Sweet Home Road
Received February 8, 2021

REVIEW:

Do you agree with all statements made? No Comments; construction is not within the Williamsville Central School District. It is in the Sweet Home Central School District.

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Signature: _____ **Date:** 2/11/21

EK/SM/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-14_(1265_Sweet_Home_Rd)_2020\Z-2020-14_Rev_Transmittal_020921.doc
cc: Scott Marshall, Principal Planner
DMG Investments, c/o Corey Auerbach, Barclay Damon LLP, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2020-14_TB_Letter_032221 (RES-2021-242 : 1265 Sweet Home Road Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 22989 **RESOLUTION 2021-243** **DECISION DATE**

39 Getzville Road Rezoning

Adoption of Local Law to Amend the Zoning Map
(39 Getzville Road, Z-2020-10)

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR have been completed and the Town Board issues the attached Negative Declaration, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of January 21, 2021 that the proposed Community Facilities (CF) zoning at 39 Getzville Road is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that to the extent the proposed zoning is not consistent with the adopted Comprehensive Plan, the plan is hereby amended to be consistent with the proposed zoning at this location, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#) to amend the Town Zoning map.

3/22/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:25 PM.

Don Hoefler of LaBella Associates presented. Don Philips of Daemen College also spoke.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing and set a decision date for April 5th. The motion was seconded by Councilmember Lavin and unanimously approved 5-0. The public hearing was adjourned at 7:34 PM.

4/5/2021
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0. The public hearing was opened at 7:39 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the public hearing to April 19th. The motion was seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:42 PM.

4/19/2021

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was opened at 7:10 PM.

Daemen College President, Gary Olson, answered questions from the Board. He stated their intention is not to demolish the house at 39 Getzville Road.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the public hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:18 PM.

A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Councilmember Bucki voted for approval based on Dr. Olson's comment that there is no intention to demolish the house at 39 Getzville Road.

RESULT:	**DECISION DATE [UNANIMOUS]**	**Next: 4/5/2021 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Shawn Lavin, Councilmember	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

D R A F T (3/22/21)

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Z-2020-10

Address: 5583 Main Street
Williamsville, NY 14221
(716) 631-7051

Date:

This notice is issued pursuant to Part 617 and Local Law #3-82, as amended, of the implementing regulations pertaining to Article 8 (State Environmental Quality Review) of the Environmental Conservation Law.

The Lead Agency has determined that the proposed action described below will not have a significant adverse effect on the environment.

Title of Action: Rezoning Request.

SEQR Status: Unlisted action.

Description of Action: Rezoning of 1.43 ± acres of land from R-3 to CF to bring this parcel into conformity with the remainder of the Daemen College campus.

Location: 39 Getzville Road, Town of Amherst, Erie County, New York

Petitioner: Daemen College

Attachment: Z-2020-10_Draft TB Neg Dec_032221 (RES-2021-243 : 39 Getzville Road Rezoning)

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Short Environmental Assessment Form (EAF) - Part 1, a complete rezoning application, and concept plan, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed rezoning of 1.43 ± acres of land from R-3 to CF, will not have a significant impact on the environment, as follows:

1. The project is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems. The Town Engineering Department on November 25, 2020 reviewed the application and EAF submitted on November 16, 2020, and had no objection or comments on the proposed rezoning.

2. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Landscape/Tree preservation Plan shall be required of the applicant upon submittal of a site plan application for development of the site at which stage all landscape requirements of the Zoning Ordinance will be met.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan. The project will comply with all regulations of the Town Zoning Ordinance before final site plan approval is granted. The Town Building Department on November 23, 2020 reviewed the application and EAF submitted on November 16, 2020, and has no objection or comments on the proposed rezoning.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, however, no changes to the site are proposed, therefore the rezoning will not impair the character or quality of important historical resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The subject request is for rezoning from R-3 to CF. The neighboring use is a college campus zoned CF; therefore, the project is consistent with surrounding land use.

6. The proposed rezoning to CF will not cause a major change in the use of either the quantity or type of energy.

7. The rezoning to CF will not create any hazard to human health.

Attachment: Z-2020-10_Draft TB Neg Dec_032221 (RES-2021-243 : 39 Getzville Road Rezoning)

8. The rezoning to CF will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. The proposed rezoning will be consistent with the scale of surrounding land uses.

9. The rezoning to CF, will not significantly increase the number of people using the site over its previous level of use.

10. Review by the Town Traffic/Safety Board on November 30, 2020**,** indicates that significant negative traffic impacts are not expected to result from the proposed project.

11. Coordinated reviews of the project have been undertaken by Town Departments including Building on November 30, 2020, Engineering on November 25, 2020, Traffic/Safety Board on November 30, 2020, Assessor on November 20, 2020, Fire Chiefs' Council on December 3, 2020, and Right-of-Way Agent on November 30, 2020 along with outside agencies including Erie County Department of Environment & Planning on December 28, 2020. These reviews have not identified any significant environmental issues and indicate that the proposal will not have a significant damaging impact on the environment.

12. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and are not determined to be causing significant negative environmental impacts.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

TV/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_ (39 Getzville) _2020
cc: Amherst Town Clerk
Amherst Building Department
ECDEP
LaBella Associates, Don Hoefler, 300 Pearl St. Suite 301, Buffalo, NY 14202
Daemen College, 4380 Main St., Amherst, NY 14226

Attachment: Z-2020-10_Draft TB Neg Dec_032221 (RES-2021-243 : 39 Getzville Road Rezoning)

LOCAL LAW NO. _____-2021

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 39 Getzville Road_____ FROM _R-3__ TO __CF_ AND TO AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 39 Getzville Road from _R-3_ to _CF_ and to Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone __39 Getzville Road__ from Residential District Three (R-3) to Community Facilities (CF) zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from _R-3_ to _CF_ the zoning of Community Facilities **subject to any conditions imposed by the authorizing resolution**; legally described as follows:

Attachment: Z-2020-10_39 Getzville Local Law (002) (RES-2021-243 : 39 Getzville Road Rezoning)

Certificate of Complete Record Search, County of ERIE
against all that plot of land situated in the Town of Amherst, County of Erie and State of New York, being part of Lot Number fifteen (15), Township twelve (12), Range seven (7) of the Holland Land Company's Survey, bounded and described as follows:-

BEGINNING at a point in the easterly line of Getzville Road (so-called), being the road running southerly from Main Street, formerly known as the Buffalo Road, through Town Lot Number fifteen (15), which first mentioned point is distant from said Main Street five hundred thirty-four and two-thirds (534 2/3) feet to the land conveyed to Fred C. Humburch by deed recorded in Erie County Clerk's Office in Liber 1434 of Deeds at page 462; thence easterly along said Fred C. Humburch's land as above conveyed about four hundred thirty-two (432) feet more or less to the center of a creek; thence southerly along the center line of said creek to a line drawn parallel with said southerly line of Fred C. Humburch's land distant one hundred forty-eight (148) feet southerly therefrom; thence westerly along said line drawn parallel with said southerly line of said Fred C. Humburch's land distant one hundred forty-eight (148) feet southerly therefrom about four hundred twenty-four (424) feet more or less to the easterly line of said Getzville Road; thence northerly along said easterly line of said Getzville Road as defined, one hundred forty-eight (148) feet to the place of beginning.

Section 4. Validity.

This Local Law is adopted under the authority granted to the Town Board of the Town of Amherst pursuant to §§10(1)(ii)(a)(12), 20 and 27 of the Municipal Home Rule Law and §265 of the Town Law of the State of New York.

Attachment: Z-2020-10_39 Getzville Local Law (002) (RES-2021-243 : 39 Getzville Road Rezoning)

The invalidity of any provision of this Local Law shall not affect the validity of any other provision of this Local Law that can be given effect without such invalid provision.

Section 5. Effective Date.

This Local Law shall take effect immediately when it is filed in the Office of the Secretary of State in accordance with Section 27 of the Municipal Home Rule Law and published pursuant to Sections 130 & 133 of the Town Law and Chapter 28 of the Code of the Town of Amherst.

Francina J. Spoth
Town Clerk
Town of Amherst
County of Erie, State of New York

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

Attachment: Z-2020-10_39 Getzville Local Law (002) (RES-2021-243 : 39 Getzville Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Ellen M. Kost, AICP
Assistant Planning Dir

Town Board Agenda of March 22, 2021

March 15, 2021

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

Subject: Request to rezone 1.43 ± acres of land from R-3 to CF; property located at 39 Getzville Road. Daemen College, Petitioner. (Z-2020-10).

Honorable Members:

The subject property is a 1.43 ± acre rectangular parcel located on the east side of Getzville Road, 388± feet north of Main Street. The parcel has 148 ± ft. of frontage on Getzville Road and a depth of 430 ± ft.

The property is currently occupied by a single family, detached house with driveway access to Getzville Road bounded by a wooded area on the eastern property line. Daemen College has already acquired the adjacent Getzville Road parcels (portion of 73, 89, 99, 109 Getzville) which are zoned CF. Town ditch 5 runs along the eastern property line of the subject parcel.

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

The purpose of this request is the rezoning of 39 Getzville Road to the Community Facilities (CF) zoning designation that would allow consistency with the rest of the Daemen College parcel. No improvements to the site are planned at this time.

There is no history of any previous rezoning requests or site plan approvals for the subject property.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The Conceptual Land Use Plan (Figure 6) in the Town Comprehensive Plan shows the subject parcel as well as the entire Daemen College campus as "educational campus" land use. This rezoning is consistent with the Comprehensive Plan.

continued . . .

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

Honorable Town Board

Rezone 1.43 ± acres of land from R-3 to CF;
property located at 39 Getzville Road.
Agenda of March 22, 2021

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

Section 3.3.6 in the Town Comprehensive Plan refers to Daemen College and states that *"The College and the Town should continue to work together to ensure that new development around the edges of the campus is designed to complement the surrounding neighborhoods."* The CF zoning on the subject parcel will be consistent with the previous rezoning on the east side of Getzville Road adjacent to the Daemen campus. The surrounding neighborhood to the north and west is predominantly single-family homes. The anticipated use for the subject parcel will be consistent with the existing surrounding land uses.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an unlisted action, and an environmental assessment in accordance with SEQR has been prepared for the subject proposal. Pursuant to Local Law #3-82, as amended, the requirements of SEQR are complete and the proposal is not expected to have a significant adverse effect on the environment.

RECOMMENDATION

The Planning Board recommends that your Honorable Body concur with the Planning Board's findings relative to SEQR and issue the attached Negative Declaration, and that the subject request be **approved** based on the attached resolution.

Very truly yours,

DANIEL HOWARD, AICP
Planning Director

DH/TV/ac
Att.
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_ (39 Getzville) _2020
cc: Stanley Sliwa, Town Attorney

Planning Board Approval January 21, 2021
Ayes 7; Noes 0

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2020-10

PETITIONER

Daemen College
4380 Main St.
Amherst, NY 14226

PROPERTY LOCATION

39 Getzville Road

JAN29'21 AM 8:33 RCVD

WHEREAS the Town of Amherst Planning Board on Thursday, January 21, 2021 held a public hearing on the proposed rezoning of land from R-3 to CF, and

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

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

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

A. The proposed zoning and development plan are generally consistent with the policies of the Comprehensive Plan and the Zoning Ordinance.
The proposal is also consistent with the Comprehensive Plan's Conceptual Land Use Plan which projects "Educational Campus" uses in this area of Town. and is consistent with the uses outlined in Section 3.3.5, "Community Facilities". The rezoning of the subject parcel will assist in maintaining the scale and character of the surrounding area.

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

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

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

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

F. Review by the US Army Corps of Engineers under Section 404 of the Clean Water Act may be waived since hydric/potentially hydric soils have not been identified on the parcel.

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2020-10

PETITIONER

Daemen College

PROPERTY LOCATION

39 Getzville Road

JAN29'21 AM 8:33 RCVD

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

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

The foregoing resolution was adopted by the Town of Amherst Planning Board, January 21, 2021; moved by Chmiel; seconded by Penberthy; ayes 7, noes 0.

Robert J. Gilmour, Chair

1/28/21
Date

TV/ac
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(39 Getzville)_2020\Z-2020-10_resolution_012121_TV.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
LaBella Associates, Don Hoefler, 300 Pearl St. Suite 301, Buffalo, NY 14202
Daemen College, 4380 Main St., Amherst, NY 14226

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)



Z-2020-10
Proposed Rezoning from R-3 to CF
Property Located at 39 Getzville Road

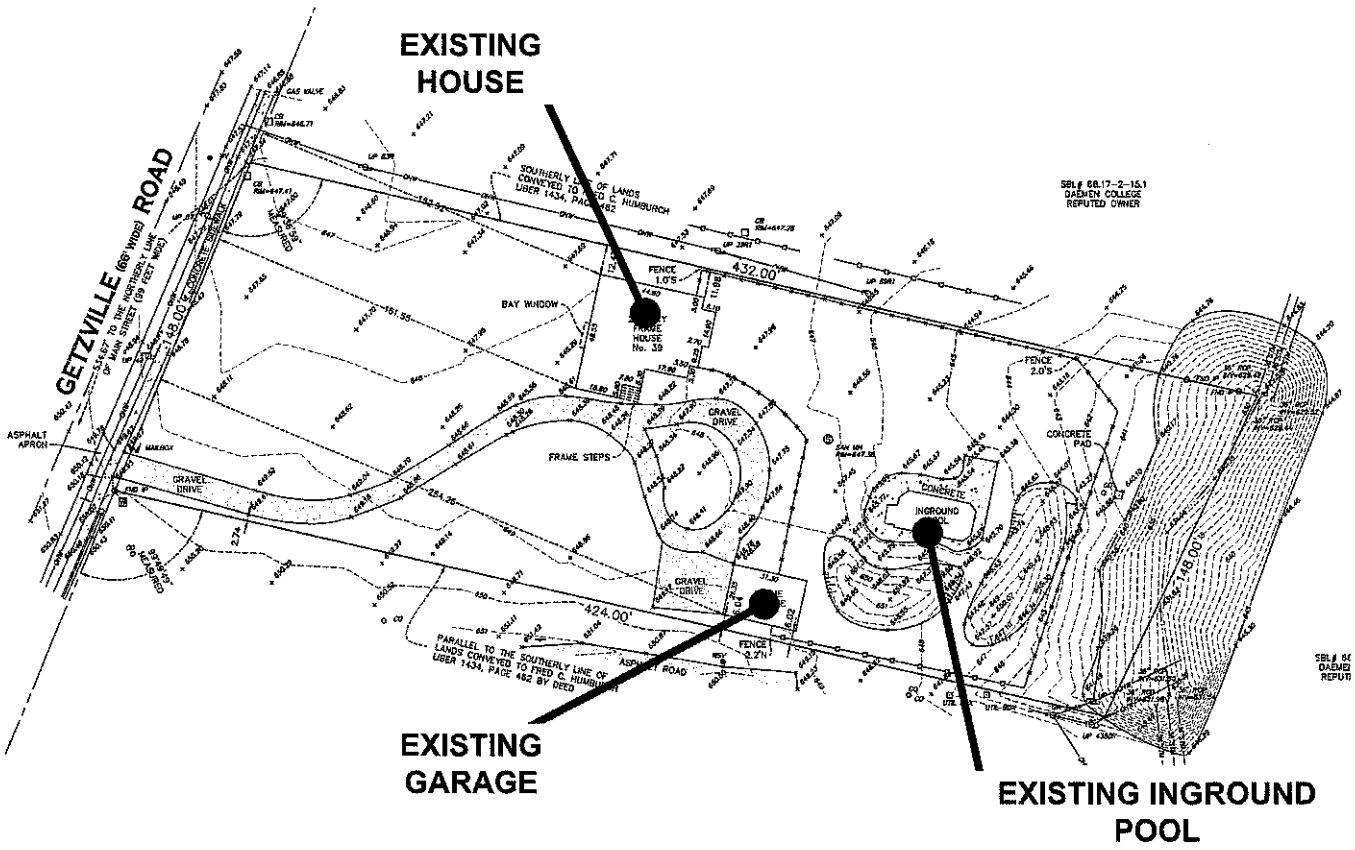
Daemen College, Petitioner

January 21, 2021

39 Getzville Road

Prepared by the Town of Amherst Planning Department

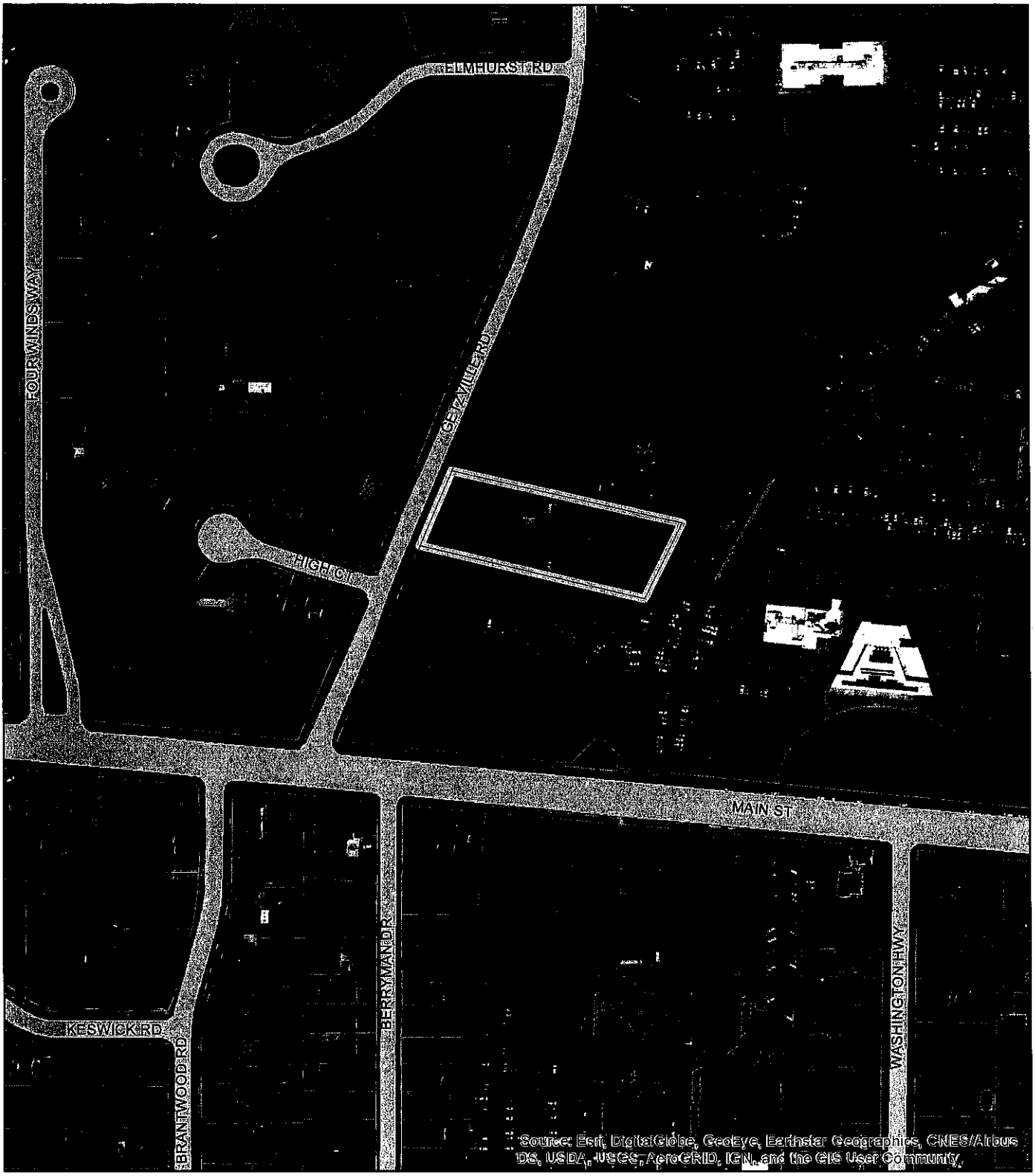
Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)



SURVEY PLAN

Z-2020-10
39 Getzville Road
Received: 11/16/20

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)



Z-2020-10
Proposed Rezoning from R-3 to CF
Property Located at 39 Getzville Road

Daemen College, Petitioner

January 21, 2021

39 Getzville Road

Prepared by the Town of Amherst Planning Department

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

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

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

DO NOT WRITE IN THIS SPACE

Case No.: ZR-20-514

Received: 11/19/20

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

Description of Proposed Action

1. **Name of Municipality:** Town of Amherst, NY

2. **Hearing Schedule:** **Date** 01/21/2021 **Time** 6:30pm **Location** Amherst Town Offices

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

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

5. **Location of Property:** ☐ Entire Municipality ☒ Specific as follows: 39 Getzville Rd.

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

7. **Proposed change or use:** Proposed rezoning of 1.43 acres from R-3 to CF to make consistent the campus zoning.

8. **Other remarks: (ID#, SBL#, etc.)** Z-2020-10

9. **Submitted by:** Roberta Rapaccio, Associate Planner **Date:** 11/17/20

Mailing Address: 5583 Main Street, Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 11/30/20. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.

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

By the Division of Planning: [signature] **Date:** 12/28/20

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

MEMORANDUM November 19, 2020

FROM

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP

RECEIVED
NOV 30 2020
TOWN OF AMHERST
PLANNING DEPT.

TO

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.43± ACRES OF LAND FROM R-3 TO CF **Z-2020-10**; PROPERTY LOCATED AT **39 GETZVILLE ROAD**. DAEMEN COLLEGE, PETITIONER.

REVIEW:

Do you agree with all statements made? yes.

If you do not, briefly state why: N/A

General comments relative to your agency interests: N/A

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

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

Signature: _____ **Date:** 11/24/20

EK/RR/bf
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(34 Getzville)_2020\Z-2020-10_Transmittal_111920.doc
cc: Scott Marshall, Principal Planner
Kathy Cooper, Deputy Town Clerk

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

RECEIVED
NOV 30 2020
TOWN OF AMHERST
PLANNING DEPT.

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2020 NOV 20 A 11:59

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICI
Planning Director
Ellen M. Kost, AICP
Assistant Planning Direct

MEMORANDUM

November 19, 2020

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.43± ACRES OF LAND FROM R-3 TO CF **Z-2020-10**; PROPERTY LOCATED AT **39 GETZVILLE ROAD**. DAEMEN COLLEGE, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

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

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

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

Signature: _____ **Date:** 11/20/20

EK/RR/bf
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(34 Getzville)_2020\Z-2020-10_Transmittal_111920.doc
cc: Scott Marshall, Principal Planner
Kathy Cooper, Deputy Town Clerk

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

TOWN OF AMHERST
ENGINEERING
DEPARTMENT
2020 NOV 20 A 11:52

RECEIVED
NOV 25 2020
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM

November 19, 2020

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.43± ACRES OF LAND FROM R-3 TO CF **Z-2020-10**; PROPERTY LOCATED AT **39 GETZVILLE ROAD**. DAEMEN COLLEGE, PETITIONER.

REVIEW:

Do you agree with all statements made? YES.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: NONE

_____.

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

_____

_____

_____.

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

Signature: _____ **Date:** 11/24/20

EK/RR/bf
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(34 Getzville)_2020\Z-2020-10_Transmittal_111920.doc
cc: Scott Marshall, Principal Planner
Kathy Cooper, Deputy Town Clerk

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

Amherst

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

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Directo

MEMORANDUM November 19, 2020

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP

RECEIVED
NOV 23 2020
TOWN OF AMHERST
PLANNING DEPT.

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.43± ACRES OF LAND FROM R-3 TO CF **Z-2020-10**; PROPERTY LOCATED AT **39 GETZVILLE ROAD**. DAEMEN COLLEGE, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: N/A at this time

_____.

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

_____

_____

_____.

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

Signature: _____ **Date:** 11/20/20

EK/RR/bf
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(34 Getzville)_2020\Z-2020-10_Transmittal_111920.doc
cc: Scott Marshall, Principal Planner
Kathy Cooper, Deputy Town Clerk

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

Amherst

Town of Amherst Planning Department

RECEIVED
NOV 23 2020
TOWN OF AMHERST
PLANNING DEPT.

Erie County, New York

Brian J. Kulpa
Supervisor
Daniel C. Howard, AICP
Planning Director
Ellen M. Kost, AICP
Assistant Planning Director

MEMORANDUM November 19, 2020

TO: Kathy Cooper, Deputy Town Clerk
Daniel Ulatowski, Principal Planner
Dave Marrano, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Jeffrey Burroughs, Town Engineer
Patrick Lucey, Superintendent of Hwys/Mark Gortzig Gen. Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Bryan Parnell, Fire Chiefs' Association (c/o Bldg)
Stan Sliwa, Town Attorney (Local Law Only)
Ann Demopoulos, Deputy Town Attorney, Right-of-Way
Integrated Review Coordinator, ECDEP

FROM: Planning Department, Ellen M. Kost, AICP, Assistant Planning Director

SUBJECT: REQUEST TO REZONE 1.43± ACRES OF LAND FROM R-3 TO CF **Z-2020-10**; PROPERTY LOCATED AT **39 GETZVILLE ROAD**. DAEMEN COLLEGE, PETITIONER.

REVIEW:

Do you agree with all statements made? yes.

If you do not, briefly state why: _____

_____.

General comments relative to your agency interests: _____

none at this time.

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

_____

_____

_____.

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

Signature: _____ **Date:** 11-20-2020

EK/RR/bf
X:\Current_Planning\Files\Rezonings\2020\Z-2020-10_(34 Getzville)_2020\Z-2020-10_Transmittal_111920.doc
cc: Scott Marshall, Principal Planner
Kathy Cooper, Deputy Town Clerk

Attachment: 39 Getzville TB letter 2 (RES-2021-243 : 39 Getzville Road Rezoning)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 23014 **RESOLUTION 2021-244** **ADOPTED**

Appointment to the 9/11 Commemoration Committee

Whereas after the tragic events of September 11, 2001, the Town of Amherst created a 9-11 Commemoration Committee to plan, organize and conduct an annual ceremony to remember those lost; and

Whereas 2021 represents the 20th Anniversary of that fateful day; and

Whereas former Amherst Town Supervisor Susan Grelick was instrumental in the development of Amherst Memorial Hill Grove and the yearly Commemoration Ceremonies.

Now therefore be it resolved that the Amherst Town Board appoints Susan Grelick to the 9-11 Commemoration Committee, for a term to conclude on December 31, 2021.

3/22/2021
Consent

FINANCIAL IMPACT:

None.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 22990 **RESOLUTION 2021-245** **ADOPTED**

Set Public Hearing Date – Briar Hollow Subdivision, Ph 2 Stop Signs

The Phase II roadways of Briar Hollow Subdivision, 271 Tonawanda Creek Road, have been dedicated to the Town of Amherst as public roadways and are in need of stop signs. As such, please set a public hearing on April 19, 2021 to install stop signs and at the following locations:

"The tee intersection of Winterbrook Drive and Florence Lane is hereby designated as a stop intersection and a stop sign shall be installed at the southeast corner."

and,

"The easterly tee intersection of Corsica Way and Winterbrook Drive is hereby designated as a stop intersection and a stop sign shall be installed at the northwest corner."

and,

"The westerly tee intersection of Corsica Way and Winterbrook Drive is hereby designated as a stop intersection and a stop sign shall be installed at the northeast corner."

and,

"The tee intersection of Corsica Way and Daisy Lane is hereby designated as a stop intersection and a stop sign shall be installed at the northwest corner."

3/22/2021
Consent

FINANCIAL IMPACT:

None.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Michael Szukala, Councilmember
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23011 **RESOLUTION 2021-246** **ROLL CALL VOTE (ADOPTED)**

Highway Vehicles and Equipment 5-Year PPU (Bond Resolution - $185,000)

AGENDA ITEM - MARCH 22, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 16, 2021**

RE: **2021 Highway Department Vehicles and Equipment (5YPPU)**
Bond Resolution - $185,000.00

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

(1) Adopt the attached bond resolution authorizing the issuance of $185,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - March 22nd, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*
Patrick G. Lucey, Superintendent of Highways (*w/attachment)*
Paul Anderson, Deputy Superintendent of Highways (*w/attachment)*

3/22/2021
A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $185,000

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

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Patrick Lucey
Superintendent of Highways
plucey@amherst.ny.us

Paul Anderson
Deputy Highway Superintendent
panderson@amherst.ny.us

PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

3/5/2021

HIGHWAY VEHICLE & EQUIPMENT LIST – FOR 2021 CIP BOND

QUANTITY	EQUIPMENT	UNIT PRICE	TOTAL COST
5	F150 PICK UP TRUCKS	$30,000.00	$150,000.00
1	VARIOUS OTHER VEHICLES & EQUIPMENT		$34,075.00
		ADMIN FEE	$925.00
		BOND TOTAL	**$185,000.00**

Attachment: MPR H-3 Highway Vehicles & Equipment - 5 Yr PPU (RES-2021-246 : Highway Vehicles and Equipment 5-Year PPU (Bond

TAXATION SUMMARY

Total Bond Amount:	$185,000
Bond Term:	5 Years
Annual Tax Impacts:	$0.7805 per $200,000 AV (General Fund)
Typical Property Taxation Impact:	$0.0039 per $1,000.00 Property

This is a requested General Account Bond action and as such does not require a public hearing. Please generate and process all of the required documents in order for the Town Board to consider this bond action as soon as possible.

Should you have any questions regarding this request, please contact me directly.

Thank you.

cc: Brian J. Kulpa, Supervisor
Councilmembers
Lynda L. Juul, Director of Finance
Dan Howard, Planning Director
Ellen Kost, Assistant Planning Director
Steve Brynn, Contract Administrator

X:\Lucey-Anderson Letterhead 2019\TAXATION SUMMARY.docx

Attachment: MPR H-3 Highway Vehicles & Equipment - 5 Yr PPU (RES-2021-246 : Highway Vehicles and Equipment 5-Year PPU (Bond

Tax Impact

4%
5
$185,000

2021 CIP#: H-3 Highway Vehicles & Equipment
p

($41,556.02)

1		$185,000	$	7,400.00	$	(41,556.02)	$ 150,843.98
2	$	150,843.98	$	6,033.76	$	(41,556.02)	$ 115,321.73
3	$	115,321.73	$	4,612.87	$	(41,556.02)	$ 78,378.58
4	$	78,378.58	$	3,135.14	$	(41,556.02)	$ 39,957.71
5	$	39,957.71	$	1,598.31	$	(41,556.02)	$ -

annual payment	$	(41,556.02)
Total cost over life	$	(207,780.08)

2021 General Fund assessed value		$10,649,110,379
cost per $1,000 AV	$	(0.0039)
est annual cost for $200,000 home	$	(0.7805)

Attachment: MPR H-3 Highway Vehicles & Equipment - 5 Yr PPU (RES-2021-246 : Highway Vehicles and Equipment 5-Year PPU (Bond

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

March 22, 2021

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on March 22, 2021.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Deborah Bruch Bucki Councilwoman Shawn Lavin, Councilman Michael R. Szukala, Councilman
There were absent:	
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2021-246 : Highway Vehicles and Equipment 5-Year PPU (Bond Resolution - $185,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 22, 2021, AUTHORIZING ACQUISITION OF HIGHWAY VEHICLES AND EQUIPMENT, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $185,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $185,000 TO FINANCE SAID APPROPRIATION

THE TOWN BOARD OF THE TOWN OF AMHERST, IN THE COUNTY OF ERIE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake acquisition of highway vehicles and equipment as described in the map, plan and report dated March 5, 2021 and prepared by the Town Highway Department (2021 Capital Improvement Program Project H-3). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $185,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $185,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $185,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said appropriation.

Attachment: CertBondReso (RES-2021-246 : Highway Vehicles and Equipment 5-Year PPU (Bond Resolution - $185,000))

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the objects or purposes for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 89 of the Law, is five (5) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will not exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Attachment: CertBondReso (RES-2021-246 : Highway Vehicles and Equipment 5-Year PPU (Bond Resolution - $185,000))

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Section 7. This bond resolution shall take effect immediately, and the Town Clerk is hereby authorized and directed to publish the foregoing resolution, in summary, together with a Notice attached in substantially the form prescribed by Section 81.00 of the Law in the

Attachment: CertBondReso (RES-2021-246 : Highway Vehicles and Equipment 5-Year PPU (Bond Resolution - $185,000))

"Amherst Bee," a newspaper having a general circulation within said Town and hereby designated as the official newspaper of the Town for such publication.

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2021-246 : Highway Vehicles and Equipment 5-Year PPU (Bond Resolution - $185,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on March 22, 2021, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of March, 2021.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2021-246 : Highway Vehicles and Equipment 5-Year PPU (Bond Resolution - $185,000))

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 23012 **RESOLUTION 2021-247** **ROLL CALL VOTE (ADOPTED)**

Highway Vehicles and Equipment - 15-Year PPU (Bond Resolution - $565,000)

AGENDA ITEM - MARCH 22, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 16, 2021**

RE: **2021 Highway Department Vehicles and Equipment (15YPPU)**
Bond Resolution - $565,000.00

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

(1) Adopt the attached bond resolution authorizing the issuance of $565,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item - March 22nd, 2021**)
Daryl Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Ellen M. Kost, Assistant Director of Planning *(w/attachment)*
Patrick G. Lucey, Superintendent of Highways (*w/attachment)*
Paul Anderson, Deputy Superintendent of Highways (*w/attachment)*

3/22/2021
A motion to approve the Bond resolution was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 5-0.

FINANCIAL IMPACT:

Bond Resolution - $565,000

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

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

March 22, 2021

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on March 22, 2021.

There were present:	Hon. Brian J. Kulpa, Supervisor; and
Board members:	Jacqualine Berger, Councilwoman Deborah Bruch Bucki Councilwoman Michael R. Szukala, Councilman
There were absent:	Shawn Lavin, Councilman
Also present:	Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its adoption:

Attachment: CertBondReso (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond Resolution - $565,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 22, 2021, AUTHORIZING ACQUISITION OF VARIOUS HIGHWAY VEHICLES AND EQUIPMENT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $565,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $565,000 TO FINANCE SAID APPROPRIATION

THE TOWN BOARD OF THE TOWN OF AMHERST, IN THE COUNTY OF ERIE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake acquisition of various highway vehicles and equipment, as described in the map, plan and report dated March 5, 2021, prepared by the Town Highway Department (2021-2026 Capital Improvement Program). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $565,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of $565,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of $565,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the "Law"), to finance said objects or purposes as set forth in section 1 hereof.

Attachment: CertBondReso (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond Resolution - $565,000))

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the class of objects or purposes for which said $565,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 28 of the Law, is fifteen (15) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Attachment: CertBondReso (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond Resolution - $565,000))

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

(a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or

(b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

(c) such obligations are authorized in violation of the provisions of the constitution.

Attachment: CertBondReso (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond Resolution - $565,000))

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in "The Amherst Bee," a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

Attachment: CertBondReso (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond Resolution - $565,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on March 22, 2021, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

> "BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED MARCH 22, 2021, AUTHORIZING ACQUISITION OF VARIOUS HIGHWAY VEHICLES AND EQUIPMENT, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $565,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $565,000 TO FINANCE SAID APPROPRIATION,"

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town is authorized to undertake acquisition of various highway vehicles and equipment, as described in the map, plan and report dated March 5, 2021, prepared by the Town Highway Department (2021-2026 Capital Improvement Program); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is $565,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of $565,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of $565,000 pursuant to the Local Finance Law of the State of New York (the "Law") to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

Attachment: CertBondReso (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond Resolution - $565,000))

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: March 22, 2021

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

Attachment: CertBondReso (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond Resolution - $565,000))

The adoption of the foregoing resolution was seconded by _____and duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

****

Attachment: CertBondReso (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond Resolution - $565,000))

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on March 22, 2021, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____day of March, 2021.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond Resolution - $565,000))

AFFIDAVIT OF POSTING

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

FRANCINA J. SPOTH, being duly sworn, deposes and says:

That she is and at all times hereinafter mentioned she was the duly elected, qualified and acting Town Clerk of the Town of Amherst, State of New York;

That on _____, 2021, she has caused to be conspicuously posted and fastened up a Notice setting forth an abstract of the bond resolution duly adopted by the Town Board on March 22, 2021, a copy of which is annexed hereto and made a part hereof, on the sign board of the Town maintained pursuant to the Town Law.

_____
Town Clerk

Subscribed and sworn to before me
this _____ day of March, 2021.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond Resolution - $565,000))

AMHERST HIGHWAY DEPARTMENT

1042 North Forest Road Williamsville, New York 14221

Patrick Lucey
Superintendent of Highways
plucey@amherst.ny.us

Paul Anderson
Deputy Highway Superintendent
panderson@amherst.ny.us

PHONE (716) 631-7117

FAX (716) 631-7265

www.amherst.ny.us

3/5/2021

HIGHWAY VEHICLE & EQUIPMENT LIST – FOR 2021 CIP BOND

QUANTITY	EQUIPMENT	UNIT PRICE	TOTAL COST
1	Mack Granite Tandem	$225,000	$225,000.00
1	1 Ton Dump Truck	$ 45,000	$ 45,000.00
1	Leaf Loader	$ 55,000	$ 55,000.00
4	Stainless Steel Dump Bodies	$ 37,000	$148,000.00
1	Electric Fork Lift	$ 45,000	$ 45,000.00
1	Laymoor Sweeper	$ 44,000	$ 44,000.00
		ADMIN FEE	$ 3,000.00
		BOND TOTAL	**$565,000.00**

Attachment: MPR H-3 Highway Vehicles & Equipment - 15 Yr PPU (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond

TAXATION SUMMARY

Total Bond Amount:	$565,000
Bond Term:	15 Years
Annual Tax Impacts:	$0.09544 per $200,000 AV (General Fund)
Typical Property Taxation Impact:	$0.0048 per $1,000.00 Property

This is a requested General Account Bond action and as such does not require a public hearing. Please generate and process all of the required documents in order for the Town Board to consider this bond action as soon as possible.

Should you have any questions regarding this request, please contact me directly.

Thank you.

cc: Brian J. Kulpa, Supervisor
Councilmembers
Lynda L. Juul, Director of Finance
Dan Howard, Planning Director
Ellen Kost, Assistant Planning Director
Steve Brynn, Contract Administrator

X:\Lucey-Anderson Letterhead 2019\TAXATION SUMMARY.docx

Attachment: MPR H-3 Highway Vehicles & Equipment - 15 Yr PPU (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond

p

Tax Impact

2021 CIP#: H-3 Highway Vehicles & Equipment

4%
15
$565,000

($50,816.72)

1		$565,000	$	22,600.00	$	(50,816.72)	$	536,783.28
2	$	536,783.28	$	21,471.33	$	(50,816.72)	$	507,437.89
3	$	507,437.89	$	20,297.52	$	(50,816.72)	$	476,918.68
4	$	476,918.68	$	19,076.75	$	(50,816.72)	$	445,178.71
5	$	445,178.71	$	17,807.15	$	(50,816.72)	$	412,169.13
6	$	412,169.13	$	16,486.77	$	(50,816.72)	$	377,839.18
7	$	377,839.18	$	15,113.57	$	(50,816.72)	$	342,136.02
8	$	342,136.02	$	13,685.44	$	(50,816.72)	$	305,004.74
9	$	305,004.74	$	12,200.19	$	(50,816.72)	$	266,388.21
10	$	266,388.21	$	10,655.53	$	(50,816.72)	$	226,227.02
11	$	226,227.02	$	9,049.08	$	(50,816.72)	$	184,459.38
12	$	184,459.38	$	7,378.38	$	(50,816.72)	$	141,021.03
13	$	141,021.03	$	5,640.84	$	(50,816.72)	$	95,845.15
14	$	95,845.15	$	3,833.81	$	(50,816.72)	$	48,862.23
15	$	48,862.23	$	1,954.49	$	(50,816.72)	$	0.00

annual payment	$	(50,816.72)

2021 General Fund assessed value		$10,649,110,379
cost per $1,000 AV	$	(0.0048)
est annual cost for $200,000 home	$	(0.9544)

Attachment: MPR H-3 Highway Vehicles & Equipment - 15 Yr PPU (RES-2021-247 : Highway Vehicles and Equipment 15-Year PPU (Bond

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Attorney
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 23001 **RESOLUTION 2021-248** **ADOPTED**

Amendment to LOSAP Point System - Covid-19 Related Points

AGENDA ITEM : MARCH 22nd, 2021

TO: **Town Board**

FROM: **Joanne A. Schultz, Esq., Senior Deputy Town Attorney**

DATE: **March 17, 2021**

RE: **Resolution Adopting An Amendment To The LOSAP Point Systems For The Town of Amherst Sponsored Fire Departments To Provide Eligibility For Covid-19 Related Points Pursuant To Chapter 113 of The Laws of 2020**

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

WHEREAS, the Town Board of the Town of Amherst has, by appropriate resolutions and referendums, previously established Length of Service Awards Programs (hereinafter referred to as LOSAP) for the active volunteer firefighters of the Getzville, Main-Transit, North Amherst, North Bailey and Ellicott Creek Fire Protection Districts and together with the Town of Clarence (joint sponsors) of the Swormville and East Amherst Fire Protection Districts in accordance with Article 11-A of the General Municipal Law; and

WHEREAS, the Town Board has established Point Systems for such LOSAPs in accordance with General Municipal Law §217 in order to determine which active volunteer firefighter program participants qualify each year to be awarded a year of service credit under the LOSAP; and

WHEREAS, General Municipal Law §217 was amended by Chapter 113 of the Laws of 2020 as follows:

> *AN ACT to amend the general municipal law, in relation to the determination of points for service award programs for volunteer firefighters during a state disaster emergency and authorizing service award program sponsors to adjust certain point systems when such sponsor adopts written emergency response protocols.*
>
> *The People of the State of New York, represented in Senate and Assembly, do enact as follows:*
>
> *Section 1. Section 217 of the general municipal law is amended by adding a*

new subdivision (p) to read as follows:

(p) For purposes of determining total points earned for a calendar year in which a state disaster emergency, as defined in section twenty of the executive law, has been declared pursuant to executive order number two hundred two of two thousand twenty, as amended, to address the outbreak of novel coronavirus, COVID-19, an active volunteer firefighter service award program may provide for the crediting of up to five additional points per month, prorated for periods of less than one month, to each active volunteer firefighter for each month that special emergency response rules were in place restricting firefighter responses to emergency responses and/or restricting the holding of activities for which points could be earned due to guidelines related to the state disaster emergency. A political subdivision electing to provide the additional points authorized under this subdivision shall adopt a resolution by April thirtieth, two thousand twenty-one determining the number of additional points to be credited per month, provided that any additional points credited pursuant to this subdivision shall be in addition to any other points earned pursuant to this section during the state disaster emergency.

and; **WHEREAS**, restricting responses and the holding of activities for which points could be earned due to guidelines related to the State Disaster Emergency were in place within the period of March 7, 2020 to March 28, 2021 and regular emergency response guidelines and activities will be put back in place on or before March 28, 2021;

NOW, THEREFORE, BE IT RESOLVED, that in accordance with the above-referenced statutory authority the Town of Amherst LOSAP Point Systems are hereby amended to afford active volunteer firefighter credited points with an additional five (5) points per month, prorated for periods of less than one (1) month, for the periods within March 7, 2020 to March 28, 2021 during which each respective Fire Company's LOSAP coordinator who maintains the Fire Company's Point System records are directed to adjust the point totals for each active volunteer firefighter for the time during such period that he or she was listed as an active volunteer firefighter; and

BE IT FURTHER RESOLVED, that volunteer firefighters that were not on the active rolls during all or part of the aforesaid period due to a leave of absence, suspension or other reason shall not be eligible for these special COVID-19 points during any period that they were not active firefighters participating in the accumulation of points under the Fire Company's LOSAP; and

BE IT FURTHER RESOLVED, that upon adoption of this resolution, the Town's LOSAP administrator, Penflex Actuarial Services, LLC, will notify the Town of Amherst sponsored Fire Protection Districts of this amendment so that the individual Fire Protection District LOSAP administrators can determine whether any of the active volunteer firefighters qualify for the additional service credits described in §217 subsection (p) of Chapter 113 of the Law of 2020.

JAS:nmb
c: Kathy Cooper, Deputy Town Clerk (**Agenda Item - March 22, 2021**)
Ed Holohan, President, Penflex Actuarial Services, LLC

3/22/2021
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution,

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 23010 **RESOLUTION 2021-249** **ADOPTED**

Approval of Counsel for Tort and Civil Litigation - Chelus Herdzik Speyer & Monte, P.C. (CRS #2367)

AGENDA ITEM : MARCH 22ND, 2021

TO: **Town Board**

FROM: **Stanley J. Sliwa, Esq., Town Attorney**

DATE: **March 17, 2021**

RE: **Approval of Counsel For Tort and Civil Litigation**
Chelus, Herdzik, Speyer & Monte, P.C. (CRS #2367)

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

WHEREAS, the Amherst Town Board approved a Request for Proposal (RFP) for legal services to represent the Town and/or provide advice to the Town Attorney in a number of areas, including personal injury, property damage and tort cases; and

WHEREAS, through Resolution 2020-975, the Town Board approved counsel for tort and civil litigation matters;

NOW, THEREFORE BE IT RESOLVED, that this resolution replace the authority given in the prior approval resolution (Resolution #2020-975) as **specifically** given to **Chelus, Herdzik, Speyer & Monte, P.C.**; and

BE IT FURTHER RESOLVED, that this resolution give **specific** approval to **Chelus, Herdzik, Speyer & Monte, P.C.,** as special counsel for these types of matters effective January 1, 2021 through and including December 31, 2022 at the negotiated lower rates as follows:

Chelus, Herdzik, Speyer & Monte, P.C.
- $165.00 per hour for partners
- $135.00 per hour for associates
- $75.00/hour for paralegals

BE IT FURTHER RESOLVED, that the Town Board authorizes the Town Supervisor to execute the attached retainer agreement with such counsel.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk (**Agenda Item : March 22, 2021**)

3/22/2021
Consent

FINANCIAL IMPACT:

P1915.4090 - $165/hr. - Partners; $135.00/hr. - Associates; $75.00/hr. - Paralegals

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

CHELUS HERDZIK SPEYER & MONTE PC
ATTORNEYS & COUNSELORS AT LAW
Forward Thinking Since 1896
WRITER'S DIRECT E-MAIL: MCHMIEL@CHELUSLAW.COM

March 12, 2021

THOMAS J. SPEYER
REBECCA E. MONTE
THOMAS P. KAWALEC
KEVIN E. LOFTUS
MICHAEL J. CHMIEL
MICHAEL M. CHELUS

KATY M. HEDGES
KATIE L. RENDA
NICHOLAS M. HRICZKO
ERIC W. MARRIOTT
DANIEL J. CERCONE
DOMINICK F. ROA

MICHAEL F. CHELUS
ARTHUR A. HERDZIK

Stanley Sliwa, Esq.
Town Attorney
5583 Main Street
Williamsville, New York 14221

Re: Town of Amherst Litigation Matters

Dear Mr. Sliwa:

This will confirm our Agreement to represent the Town of Amherst with regard to general tort litigation matters.

The terms of our Retainer Agreement are as follows:

1. As per Agreement, we shall charge $165.00 per hour for work performed by partners. We shall charge $135.00 per hour for work performed by associate attorneys. We shall charge $75.00 per hour for work performed by paralegals. We will endeavor to keep our fees as economic as possible by utilizing our entire staff with appropriate work assignments.

2. We shall not commence, defend, compromise or settle any action wherein the Town of Amherst is a party without the prior approval of the Town Board for the Town of Amherst.

3. We shall keep in our office records for time spent in its representation of the Town of Amherst and costs incurred, and such records shall be subject to and available for inspection and audit by representatives of the Town of Amherst during regular business hours.

4. We agree to perform all acts necessary to enforce and protect the rights of the Town of Amherst on matters for which it is providing legal representation to the Town of Amherst.

5. We agree that we will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age or national origin. We agree to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to

Attachment: Amherst Retainer Chelus Revised (RES-2021-249 : Approval of Counsel for Tort and Civil Litigation - Chelus Herdzik Speyer &

their race, color, creed, sex, disability, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

6. We will keep you advised of time spent on your behalf, and statements will be issued on a quarterly basis in compliance with the Town of Amherst's Billing Guidelines which we acknowledge receipt of and agree to follow. Per your request we have enclosed signed acknowledgement of receipt of these guidelines as well as the Town's Handling Guidelines. We will send our billing statements directly to your attention to your email address for initial review and auditing. Once the bills are audited, you will advise us and we will then submit the audited bill to your third-party administrator Key Insurance and Benefits Services. Our firm will also be paid for certain costs and expenses actually incurred and reasonably necessary in representing you, including, but not limited to, court filing fees, photocopying, postage, outside transcription costs, and travel expenses. This will also serve to advise that you have the right to request arbitration of fee disputes.

7. It is agreed that if we require non-legal assistance, such as accountants, brokers, appraisers, investigators or other experts, we will consult with you before retaining such services.

8. We shall keep the Town Attorney, or his authorized representatives advised of the progress of all legal proceedings assigned to it. All bills for expenditures or involving the payment of money in connection with representation of the Town of Amherst shall be certified by our law firm and sent to the Town Attorney, or his authorized representative, for examination and approval. The Town of Amherst, or its third-party administrator, shall be invoiced on a monthly basis. All invoices shall contain the name of the attorney or paralegal performing services and the work performed and time charged on a daily basis. Disbursements will be itemized separately.

9. There can be no guarantee of the resolution or outcome of any legal problem. However, we will diligently and faithfully handle the matter to the best of our abilities and in your best interest.

This letter expresses our Agreement. Please sign below as soon as possible, so that we will be able to begin our representation of you. Once signed,

Attachment: Amherst Retainer Chelus Revised (RES-2021-249 : Approval of Counsel for Tort and Civil Litigation - Chelus Herdzik Speyer &

this letter is our full authorization to act as your attorneys. It also permits us to obtain any documents necessary to protect your legal rights.

We appreciate this opportunity to work with you and are honored that you have turned to us in this matter.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE BELOW.

TOWN OF AMHERST SUPERVISOR

_____ Date: _____
Brian Kulpa

CHELUS, HERDZIK, SPEYER & MONTE, P.C.

_____ Date: 3/12/21
Michael J. Chmiel, Esq.

MJC:mpt:ack
Doc #875794.1

Attachment: Amherst Retainer Chelus Revised (RES-2021-249 : Approval of Counsel for Tort and Civil Litigation - Chelus Herdzik Speyer &

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 22956 **RESOLUTION 2021-250** **ADOPTED**

New Firefighter for Main-Transit Fire Department

The new firefighter for Main-Transit Fire Department lives within the Town of Amherst and resides within the Main-Transit Fire District.

Ryan Smith
157 McKinley Ave.
Williamsville, NY 14221

3/22/2021
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Ryan Smith

Applicant Home Address: 157 mckinley ave Williamsville NY 14221

Under penalty of perjury I, Ryan Smith affirm I am an

applicant to be a member of the, main-transit (fire dept.)

and my address of residence is listed above.

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

Signature of Applicant: Ryan Smith

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

Signature:

Title: SENIOR CAPTAIN, MEMBERSHIP CHAIR

Date: 3.1.21

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

Attachment: MTFD APPLICATION SMITH-R 2021 (RES-2021-250 : New Firefighter for Main-Transit Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 22985 **RESOLUTION 2021-251** **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.

William C. Girzone
86 Bramhill Ct.
East Amherst, NY 14051

3/22/2021
Consent

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

SWORMVILLE FIRE COMPANY, INC.

6971 TRANSIT ROAD
SWORMVILLE, NEW YORK 14051
EMERGENCIES - 911 • FIREHALL - 688-7055 • FAX - 688-4736

Clerk - Francina J SPOTH
Town of Amherst
5583 Main St.
Williamsville, NY 14221

Dear Francina Spoth

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

William C Grizone
86 Bramhill Ct.
E. Amherst, NY 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,

Craig Swanson

Craig L. Swanson
Membership Committee

Serving Amherst & Clarence Since 1918

Attachment: swormville grizone (RES-2021-251 : New Firefighter for Swormville Fire Company)

SWORMVILLE FIRE COMPANY, INC.

6971 TRANSIT ROAD
SWORMVILLE, NEW YORK 14051
EMERGENCIES - 911 FIREHALL - 688-7055

STATEMENT OF VOLUNTEER FIRE COMPANY OFFICAL

William C. Grizone
86 Bramhill Ct.
E. Amherst, NY. 14051

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

Craig Swanson
(Craig Swanson, Membership Committee)

DATE: 03 / 05 / 21

Attachment: swormville grizone (RES-2021-251 : 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: 03/22/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23000 **RESOLUTION 2021-252** **ADOPTED**

New Firefighter for the Getzville Fire Company

New firefighter for the Getzville Fire Company lives in the Town of Amherst and resides within the Getzville Fire District.

Mclean O'Neill
1615 Dodge Rd.
East Amherst, NY 14051

3/22/2021
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: MCLEAN ONEILL F.

Applicant Home Address: 1615 DODGE RD.

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

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

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

Signature of Applicant: [signature]

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

Signature: [signature]

Title: ASST CHIEF

Date: 10/30/20

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

Attachment: DOC031621-03162021083950 (RES-2021-252 : New Firefighter for the Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 23006 **RESOLUTION 2021-253** **ADOPTED**

Budget Transfers and Amendments

For March 22, 2021 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 3/17/2021
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 - 2021

FROM:	***TO:***
A3133.2550 Tactical Grant - Other Equip. $993.39	A3133.2450 Public Safety Equip. $488.64 A3133.4420 Uniforms $504.75

To transfers funds for contract CRS#2428 second amendment.

BUDGET AMENDMENTS - 2021

INCREASE:	***INCREASE:***
N2023.02785 CDBG & VG - PI $13,987.20	N2023.4000 Contractual $13,987.20
N2025.02785 Tonawanda Home Admin- PI $3,496.80	N2025.1000 Personal Services $3,248.30 N2025.8030 FICA $248.50

To recognize Community Development program income from 53 S. Harvest Road, Williamsville.

N2050.02785 Tonawanda Home Rehab - PI $24,310.58	N2050.4000 Contractual $24,310.58
N2053.02785 Tonawanda Home Admin- PI $2,701.17	N2053.4003 Admin Fee $2,701.17

To recognize Community Development program income from 50 Dolphann Drive, Tonawanda.

N0001.20065 CDBG Income $8,924.82	N1721.4000 Contractual $8,924.82

To recognize Community Development drawdowns for PO 22123542.

N0001.20080 CDBG Income 20/21 $650,433	N2025.1000 CDBG Admin $40,495.34 N2025.8010 Retirements $6,406.77 N2025.8030 FICA $3,097.89 N2026.4010 CDBG Office Exp. $1,500 N2027.4000 Public Information $1,000 N2035.4000 Belmont Housing $40,000 N2038.4000 Family Justice Center $30,000 N2057.4000 Senior Services COVID $155,000 N2062.4000 PPE Williamsville FD $20,160 N2063.4000 Mortgage Assist. LMI $265,273 N2064.4000 Legal Aid Bureau LMI $25,000 N2065.4000 Center for Elder Law $62,500

To set up budgets for COVID-19 action plan #2 as requested by Department.

N2023.02785 CDBG & VG - PI $170.00	N2023.4000 Contractual $170.00

To recognize Community Development program income from 169 Hillcrest Drive, Amherst.

N2042.02785 Amherst Acq. Rehab $6,861.75	N2042.4000 Contractual $6,861.75
N2054.02785 Amherst Home Admin - PI $2,287.25	N2054.4003 Admin Fee $2,287.25
N2023.02785 CDBG & VG - PI $5,649.46	N2023.4000 Contractual $5,649.46
N2025.02785 Tonawanda HOME Admin - PI $1,412.36	N2025.1000 Personal Services $1,311.99
	N2025.8030 FICA $100.37

To recognize Community Development program income from 121 Lawnwood Drive, Amherst.

N2042.02785 Amherst Acq. Rehab $7,248.75	N2042.4000 Contractual $7,248.75
N2054.02785 Amherst Home Admin - PI $2,416.25	N2054.4003 Admin Fee $2,416.25
N2023.02785 CDBG & VG - PI $6,468.80	N2023.4000 Contractual $6,468.80
N2025.02785 Tonawanda HOME Admin - PI $1,617.20	N2025.1000 Personal Services $1,502.28
	N2025.8030 FICA $114.92

To recognize Community Development program income from 74 Beech Road, Amherst.

3/22/2021
Consent

FINANCIAL IMPACT:

N/A

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 22865 **RESOLUTION 2021-254** **ADOPTED**

Extension of Town Wide Collision Repair - CRS #2397 & 2398 (Original CRS/CMS #1420/1708 and #1421/1705)

WHEREAS, Bid #2019011 for Town Wide Collision Repair was awarded to Auto Collision & Glass (Original CRS/CMS #1420/1708) and Gerber Collision (Original CRS/CMS #1421/1705) in 2019 by Town Board resolution 2019-562, and allows for the contract to be extended for up to two successive periods of two years each; and

WHEREAS, Auto Collision & Glass and Gerber Collision have both agreed to extend the contract;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Auto Collision & Glass and Gerber Collision for the period May 15, 2021 through May 14, 2023; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the two-year contract extension Agreements with Auto Collision & Glass and Gerber Collision.

3/22/2021
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 22981 **RESOLUTION 2021-255** **ADOPTED**

Extension of Town Wide Uniform Contract - CRS #2434 (Original CRS/CMS #1208/1547)

WHEREAS, Bid #2017016 for Town Wide Uniforms was awarded to Unifirst Corp. by Town Board resolution 2017-574 (no CRS/CMS #), and then extended for two years by Town Board resolution 2019-259 (original CRS/CMS #1208/1547), and allows for the contract to be extended for one additional period of two years; and

WHEREAS, Unifirst Corp. has agreed to extend the contract for the second two-year period;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of the contract with Unifirst Corp. for the period May 19, 2021 through May 18, 2023; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the two-year contract extension with Unifirst Corp.

3/22/2021
Consent

FINANCIAL IMPACT:

Town Wide - Various Accounts - Amount TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 22983 **RESOLUTION 2021-256** **ADOPTED**

Amendment to Town Wide Dumpster Contract - CRS #2435 (Original CRS/CMS #2003/2120)

WHEREAS, the small container portion of Bid #2020015 for Town Wide Dumpsters was awarded to Waste Management of New York LLC in 2020 by Town Board resolution 2020-420; and

WHEREAS, the Water Pollution Control Facility has requested the addition of service for an 8 CY cardboard dumpster; and

WHEREAS, the Contract Compliance and Administration Department is requesting approval of the amendment to the Town Wide Dumpster contract to add service for an 8 CY dumpster serviced every other week at the Water Pollution Control Facility;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Dumpster contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the extension with Waste Management.

3/22/2021
Consent

FINANCIAL IMPACT:

Town Wide - Various accounts - Amount TBD

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

TOWN OF AMHERST
BID #2020015
TOWNWIDE DUMPSTER SERVICE

Per Month

ID	Units	Size	Freq/wk	Type	Location	Billing	Service Period (Months)	Delivery Fee (Seasonal Only)	~~Monthly Rental~~	~~Per Pickup (Including Disposal)~~	Total Annual Cost
SMALL CONTAINERS - FULL YEAR SERVICE											
H-4	4	95 G	1	Rec	Northtown Center - 1615 Amherst Manor Dr.	Youth & Rec	12	N/A	0	120.00	1440.0
B-3	1	2 CY	1	Trash	Eggertsville/Snyder Library -4622 Main St.	Library	12	N/A	0	77.00	924.00
B-1	1	3 CY	1	Trash	Audubon Library - 350 John James Audubon Pkwy.	Library	12	N/A	0	85.00	1020.0
B-2	1	3 CY	1	Trash	Clearfield Library - 770 Hopkins Rd.	Library	12	N/A	0	85.00	1020.0
D-2	1	4 CY	1	Trash	Engineering Department - 1100 N Forest Rd.	Engineering	12	N/A	0	95.00	1140.
A-4	1	4 CY	1	Trash	Smith Road Maintenance - 500 Smith Rd.	Building Maintenance	12	N/A	0	95.00	1140.0
A-6	1	4 CY	1	Trash	Williamsville Youth & Family Center - 5005 Sheridan Dr.	Building Maintenance	12	N/A	0	95.00	1140.
A-1	1	4 CY	2	Trash	Town Hall - 5583 Main St.	Building Maintenance	12	N/A	0	190.00	2280.0
H-5	1	6 CY	1	Trash	Eggertsville Community Center - 4110 Bailey Ave.	Youth & Rec	12	N/A	0	118.00	1416.0
H-6	1	6 CY	1	Trash	North Amherst Recreation Center - 4415 Millersport Hwy.	Youth & Rec	12	N/A	0	118.00	1416.0
H-7	1	6 CY	1	Trash	Clearfield Community Center - 730 Hopkins Rd.	Youth & Rec	12	N/A	0	118.00	1416.0
A-5	1	6 CY	1	Trash	Harlem Rd. Community Center - 4255 Harlem Rd.	Building Maintenance	12	N/A	0	118.00	1416.0
A-3	1	8 CY	0.5	Trash	Police Dept - 4220 Bailey Ave.	Building Maintenance	12	N/A	0	80.00	960.00
C-2	1	8 CY	1	OCC	Center For Senior - 370 John James Audubon Pkwy.	Senior Center	12	N/A	0	135.00	1620.0
H-3	1	8 CY	1	OCC	Northtown Center - 1615 Amherst Manor Dr.	Youth & Rec	12	N/A	0	135.00	1620.0
D-1	1	8 CY	1	Trash	Engineering Department - 1100 N Forest Rd.	Engineering	12	N/A	0	135.00	1620.0
H-2	1	8 CY	2	Compacted Trash	Northtown Center - 1615 Amherst Manor Dr.	Youth & Rec	12	N/A	0	705.00	8460.0
G-1	1	8 CY	2	Trash	Waste Water Treatment Plant - 455 Tonawanda Creek Rd.	WWTP	12	N/A	0	265.00	3180.0
A-2	1	8 CY	2	Trash	Police Dept HQ - 500 John James Audubon Pkwy.	Building Maintenance	12	N/A	0	265.00	3180.0
E-1	1	8 CY	3	Trash	Highway Dept. - 1042 N. Forest Rd.	Highway	12	N/A	0	380.00	4560.0
H-1	1	8 CY	3	Trash	Northtown Center - 1615 Amherst Manor Dr.	Youth & Rec	12	N/A	0	380.00	4560.0
C-1	1	10 CY	1	Trash	Center For Senior - 370 John James Audubon Pkwy.	Senior Center	12	N/A	0	155.00	1860.0
SMALL CONTAINERS - SEASONAL SERVICE											
H-10	1	8 CY	1	OCC	FAA Wehrle Baseball Field - 1868 Wehrle Dr.	Youth & Rec	5	0	0	135.00	675.00
H-12	1	8 CY	1	OCC	Lou Gehrig Baseball Field - 50 Dann Rd.	Youth & Rec	5	0	0	135.00	675.00
H-11	3	8 CY	1	Trash	Lou Gehrig Baseball Field - 50 Dann Rd.	Youth & Rec	5	0	0	135.00	675.00
H-13	1	8 CY	1	Trash	Garnet Park Little League - 109 Garnet Rd.	Youth & Rec (Bill to NY Inferno)	5	0	0	135.00	675.00
H-14	1	8 CY	1	Trash	Oakwood Golf Course - 3575 Tonawanda Creek Rd.	Youth & Rec (Bill to Value Golf)	6	0	0	135.00	810.00
H-8	1	8 CY	1	Trash	Kingsgate Park Little League - 460 Wehrle Dr.	Youth & Rec	5	0	0	135.00	675.00
H-9	1	8 CY	1	Trash	FAA Wehrle Baseball Field - 1868 Wehrle Dr.	Youth & Rec	5	0	0	135.00	675.00
H-15	1	8 CY	2	Trash	Audubon Golf Course - 500 Maple Rd.	Youth & Rec (Bill to Value Golf)	7	0	0	265.00	1855.0

NAME OF BIDDER: Waste Management of New York, LLC.

TOTAL ANNUAL SMALL CONTAINER COST: $54,103.00

Waste Water Treatment Plant - 455 Tonawanda Creek Road
Ammendment for Additional Service---8YD Cardboard Dumpster Serviced every other week $67.50

Chris Lagoon
Waste Management Representative

Attachment: Dumpster Pricing (RES-2021-256 : Amendment to Town Wide Dumpster Contract - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 22999 **RESOLUTION 2021-257** **ADOPTED**

Approve Golf Management Agreement with Antares Golf, LLC Dba Indigo Golf Partners - CRS #2491

WHEREAS, RFQ #2020-2 Golf Course Operations, Management and Redevelopment was awarded to Indigo Golf Partners on March 8, 2021; and

WHEREAS, the terms of a Golf Management Agreement have been successfully negotiated for the operation of Audubon's 18-hole course, Par 3 course, and driving range, and for the redevelopment of other golf amenities in the Town;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Antares Golf, LLC, dba Indigo Golf Partners; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that a signed agreement in needed as soon as possible in order for Antares/Indigo to move forward with various items required to open the courses in a timely manner; and

BE IT FURTHER RESOLVED, that a budget transfer of $50,000.00 from A1990-4000 Contingent Account to A7250-4110 Golf - Audubon - Contractual is hereby authorized to fund golf operations.

3/22/2021
Consent

FINANCIAL IMPACT:

A7250-4110 - $50,000.00

Agreement is for $87,000.00 in year 1 with 2% annual increase; financial impact of $50,000.00 is net of operating revenues/expenditures.

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by:

DOC ID: 23018 **RESOLUTION 2021-258** **ADOPTED**

Award Bid 2021003 - Youngs Road Tree Restoration - CRS #2490

WHEREAS, the Contract Compliance and Administration Department received bids on March 4, 2021 for Bid 2021003 Youngs Road Tree Restoration; and

WHEREAS, the Bid process resulted in responses from six (6) companies, as per the attached bid tabulation;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Beau Enterprises, Inc.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Beau Enterprises, Inc.; and

BE IT FURTHER RESOLVED, the award of this bid is subject to successful completion of the contract routing system, as some or all of the planting needs to occur in early spring and there is a lead time necessary for the vendor to order plants.

3/22/2021
Consent

FINANCIAL IMPACT:

KP1925-4972 - $61,432.96

KP2112-4972 - $14,800.59

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

Attachment: Bid Tab 2021003 Youngs Road Tree Restoration (RES-2021-258 : Award Bid 2021003 -

Bid #2021003 Youngs Road Tree Restoration

Bid Tabulation / March 4, 2021 at 12:00 PM

	Bidders Name	Bid Bond	(1) Base Bid Item #1	(1A) Total Bid Alternate #1	(1B) Total Bid Alternate #2
1	Beau Enterprises	Yes	$76,233.55	$61,928.55	$73,496.52
2	Cardinal Lawn & Landscape	Yes	$155,323.77	$145,033.00	$94,258.77
3	Cardno, Inc.	Yes	$109,673.00	$106,884.00	$113,344.00
4	Davey Resource Group	Yes	$97,177.00	$87,007.50	$93,226.50
5	Scott Lawn Yard	Yes	$169,199.00	$142,824.00	$159,785.00
6	North Spur Construction	Yes	$88,000.00	$80,500.00	$79,500.00

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Emergency Services
Initiated by: **Jim Zymanek**
Co-Sponsored by:

DOC ID: 23013 **RESOLUTION 2021-259** **ADOPTED**

Firefighter Cancer Coverage 2021 CRS ID# 2485

WHEREAS, the New York State Legislature mandated Cancer Coverage for Volunteer Firefighters effective January 1, 2019,

WHEREAS, the Amherst Town Board adopted on December 10, 2018 Resolution 2018-1292 approving basic mandated cancer coverage from The Hartford Life and Accident Insurance Company,

NOW THEREFORE BE IT RESOLVED that the Amherst Town Board approves the renewal of the Basic Cancer Coverage through The Hartford Life and Accident Insurance Company Policy Number 681360 administered by Willis Towers Watson Southeast, Inc., and payment of the total amount of $43,181.82 for calendar year 2021.

3/22/2021
Consent

FINANCIAL IMPACT:

$43,181.82 per attached budget breakdown

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

Town of Amherst
2021 Cancer Insurance Coverage

DCB 2.22.2021

				Amherst	Clarence	Vg. of Williamsville		
East Amherst	35	$	155.96	5,458.60	3,869.29	1,589.31	F3013	8055
Ellicott Creek	25	$	155.96	3,899.00	3,899.00		F3009	8055
Getzville	37	$	118.50	4,384.50	4,384.50		F3011	8055
Getzville	36	$	37.46	1,348.56	1,348.56		F3011	8055
Main Transit	66	$	118.50	7,821.00	7,821.00		F3014	8055
Main Transit	61	$	37.46	2,285.06	2,285.06		F3014	8055
North Amherst	13	$	155.96	2,027.48	2,027.48		F3010	8055
North Bailey	30	$	118.50	3,555.00	3,555.00		F3018	8055
North Bailey	28	$	37.46	1,048.88	1,048.88		F3018	8055
Swormville	39	$	118.50	4,621.50	3,812.05	2,083.09	F3012	8055
Swormville	34	$	37.46	1,273.64	-	-	F3012	8055
Williamsville	35	$	155.96	5,458.60		5,458.60		
				$ 43,181.82	$34,050.82	$ 3,672.40	$ 5,458.60	
						[a]	*43,181.82*	
					Expense	F 0440	F 0440	

Summary:

East Amherst	F3013.8055	3,869.29
East Amherst	F 0440	1,589.31
Ellicott Creek	F3009.8055	3,899.00
Getzville	F3011.8055	5,733.06
Main Transit	F3014.8055	10,106.06
North Amherst	F3010.8055	2,027.48
North Bailey	F3018.8055	4,603.88
Swormville	F3012.8055	3,812.05
Swormville	F 0440	2,083.09
Williamsville	F 0440	5,458.60
		$ 43,181.82

[a] Agrees with Calculation. See 2021 Cancer Benefits Calculation worksheet.

Attachment: 2021 Cancer Insurance Comptroller Budget Allocation (RES-2021-259 : Firefighter Cancer

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23019 **RESOLUTION 2021-260** **ADOPTED**

Purchase of 1-Year Identifix Government Subscription - Vehicle Maintenance and Repair Program CRS# 2469

We respectfully request the Town Board to authorize the expenditure of $1,428.00 for a 1-Year Subscription for Identifix ($119.00 per month). The subscription provides a database of updated, experience-based information for vehicle maintenance and repairs, including genuine OEM service and repair information for unedited factory data.

We are also requesting an insurance waiver as this is for an online-only subscription and Identifix representatives will not be on site. The total amount for the 1-year subscription is $1,428.00 and funding will be available from the Sewer Maintenance account G 9000 - 4240.

This has successfully completed the contract review process.

Thank you for considering this request.

3/22/2021
Consent

FINANCIAL IMPACT:

G9000-4240; $1,428.00

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

Solera | IDENTIFIX

INVOICE

Identifix Inc
PO BOX 856618
Minneapolis, MN 55485-6618
Phone: (469) 518-1114

INVOICE#	DATE
419233-21	2/3/2021

BILL TO
Town of Amherst Engineering Dept
Attention: Jason Koch
1100 N Forest Rd
Williamsville, NY 14221
(716) 631-7158

CUSTOMER ID	Account Manager
419233	Whitney Stewart

PO #	TERMS
	Due Upon Receipt

Term Agreement: 4/29/2021 through 4/29/2022

DESCRIPTION	MOS.	Month Price	AMOUNT
12- months Identifix Government Subscription - 1 Site License	12	119.00	1,428.00
2 Hotline Cars per month (does not carry over)			-
Training and all updates are included			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
			-
Thank you for your business!		SUBTOTAL	1,428.00
		TAX RATE	0.000%
		TAX	-
		TOTAL	$ 1,428.00

Please make all checks payable to Identifix at the above remmittance address
Please send a copy of your purchase order to : Whitney Stewart
Fax number is : 1-888-721-5024 or email to: whitney.stewart@identifix.com
If you have any questions about this invoice, please call: (469) 518-1114

Attachment: Identifix Invoice (RES-2021-260 : Purchase of 1-Year Identifix Government Subscription)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23020 **RESOLUTION 2021-261** **ADOPTED**

2021 - 2026 Capital Improvement Program Amendment

The Engineering Department is recommending amendment of the 2021-2026 CIP in the amounts shown in the table below. This amendment will allocate adequate funding to several projects that are currently underfunded.

CIP No.	Project Description	2021 Bond Allocations	Amend To
YR-1A	Recreation Facility Improvements	$ 1,500,000	$ 1,700,000
E-44 (new)	Brompton Road Safety Study & Redesign	$ 0	$ 25,000
B-9	Knox Program Upgrade	$ 175,000	$ 0
	Total	**$ 1,675,000**	**$ 1,725,000**

Please approve this amendment to the 2021-2026 CIP and reassign the funding identified above. Please note that while the above request is not budget neutral we will continue to try to identify project bond reductions throughout the balance of 2021 in an effort to attempt to achieve budget neutrality associated with this request.

3/22/2021
Consent

FINANCIAL IMPACT:

YR-1A	Recreation Facility Improvements	$ 1,500,000	$ 1,700,000
E-44 (new)	Brompton Road Safety Study & Redesign	$ 0	$ 25,000
B-9	Knox Program Upgrade	$ 175,000	$ 0
	Total	$ 1,675,000	$ 1,725,000

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23021 **RESOLUTION 2021-262** **ADOPTED**

WPCF: Sludge Storage Building – General Contract - Change Order No. 1 CRS No. 2467

We are requesting the Town Board approve the above referenced Change Order No. 1, which calls for a $2,308.00 increase in the contract price. The project's revised contract price will be $1,147,835.00. This change order will cover the costs associated with the contractor fabricating & installing additional mezzanine steel channels to support the new air scrubber unit. The need for additional supports was determined when the air scrubber submittal's were reviewed by the design consultant.

Funding for this change order is available from account KP1721-4972.

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

May we have your approval to award Building Innovation Group Inc. the above referenced Change Order request.? Thank you for considering this

3/22/2021
Consent

FINANCIAL IMPACT:

KP1721-4972; $2,308.00

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

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: **# 1**

DATE: 3-5-21

WPCF: Sludge Storage Building – General Contract

Project No. **2017.002A**

TO CONTRACTOR: *(Name and address)*

Building Innovation Group Inc.
107 Lincoln Parkway
East Rochester, NY 14445

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Contractor to provide & install additional mezzanine steel channels to support the new air scrubber unit in the Sludge Storage Building.

All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 1,145,527.00
The net change by previously authorized Change Orders	$ 0.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 1,145,527.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 2,308.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 1,147,835.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by	( ) days
The date of Substantial Completion as of the date of this Change Order therefore is	Unchanged

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which 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 ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
DiDonato Associates Engineering and Architecture, P.C.	Building Innovation Group Inc.	Town of Amherst
ADDRESS: 689 Main Street, Buffalo, NY 14203	ADDRESS: 107 Lincoln Parkway, East Rochester, NY 14445	ADDRESS: 5583 Main Street, Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: Change Order (RES-2021-262 : WPCF: Sludge Storage Building – General Contract - Change Order No. 1)

BUILDING INNOVATION GROUP
GENERAL CONTRACTORS
107 Lincoln Parkway
East Rochester, NY 14445
Phone 585-586-6710 Fax 585-586-6714

February 23, 2021

Amherst Sludge Storage
455 Tonawanda Creek Rd.
Amherst, NY 14228

Attn: Mike Hitzel
Re: RFP GC-01R Mezzanine Steel

Dear Mr. Hitzel

Building Innovation Group is pleased to present you with the following proposal for cost associated with RFP GC-01. This includes labor and material as detailed in attached proposal.

Apollo Steel **Add**	$ 2,077.00
BIG 10% O&P	$ 207.00
	$ 2,285.00
Bond 1%	$ 23.00
Total Add	**$ 2,308.00**

Sincerely,

Eric Trumble
Project Manager

Attachment: BIG Proposal (RFP GC-01R) 2-23-21 (RES-2021-262 : WPCF: Sludge Storage Building – General Contract - Change Order No. 1)

DIDONATO
ENGINEERING & ARCHITECTURAL PROFESSIONALS

689 Main Street
Buffalo, NY 14203
P 716 656-1900
F 716 656-1987
www.didonato.cc

Request for Proposal

To:	Building Innovation Group	RFP No.	GC-1
	107 Lincoln Parkway	From:	Mike Hitzel
	Rochester, NY 1445	Re:	Mezzanine Steel Channels
		Project:	TOA Sludge Storage Building
Attn:	Eric Trumble	Date:	2/9/2021 Job No. 19-3029

Subject: Mezzanine Steel Channels

Please submit an itemized quotation for Labor and Material changes to the contract sum resulting from the proposed modification to the Contract Documents described in this attachment and as the revisions apply to the scope of original contract work. Please feel free to contact me with any questions regarding this request.

Please provide a cost proposal to provide additional channels to support the air scrubber.
Refer to attached S-103 for details for the additional channels.

Note that the non-acceptance of this proposal request shall not have a negative bearing on the construction schedule. The contractor is expected to continue with the approved shop drawings and meet all contractual obligations.

Respectfully,

Michael Hitzel

Michael Hitzel, AIA

Attachment: BIG Proposal (RFP GC-01R) 2-23-21 (RES-2021-262 : WPCF: Sludge Storage Building – General Contract - Change Order No. 1)

APOLLO STEEL CORP

4800 Wilton Ave, Niagara Falls, NY 14304
Phone: 716-283-8768
Fax: 716-283-1136

JOB # 2074

Amherst Sludge Storage

Description of Work: RFP GC 1 - Added Supports

A. LABOR

Labor Classification	Straight Time Rate	Hours	Over Time Rate	Hours	COST
Iron Worker General Foreman	$ -	-	$ 129.92	-	$ -
Iron Worker Foreman	$ 95.30	4.00	$ 128.97	-	$ 381.20
Iron Worker	$ 89.62	4.00	$ 119.84	-	$ 358.48
Operator	$ 99.00	-	$ 134.31	-	$ -
				TOTAL LABOR COST	$ 739.68

B. MATERIAL

Material Description	Unit	Quantity	Unit Cost	Fabrication Hrs.	Material Cost
Steel	LB	328	$ 0.90	1	$ 394.20
Consumables	Lump Sum Estimate	1	$ 200.00		$ 200.00
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
			$ -		$ -
PE Stamp and Calculations			$ -		$ -
Field Measuring			$ -		$ -
Detailing	hours		$ -		$ -
Shop Priming	gallon	5	$ 25.00	1	$ 224.00
Galvanizing			$ -		$ -
Delivery to, Pick-up from Galv.			$ -		$ -
Delivery			$ -		$ -
			$ -		$ -
			$ -		$ -
				TOTAL MATERIAL COST	$ 818.20

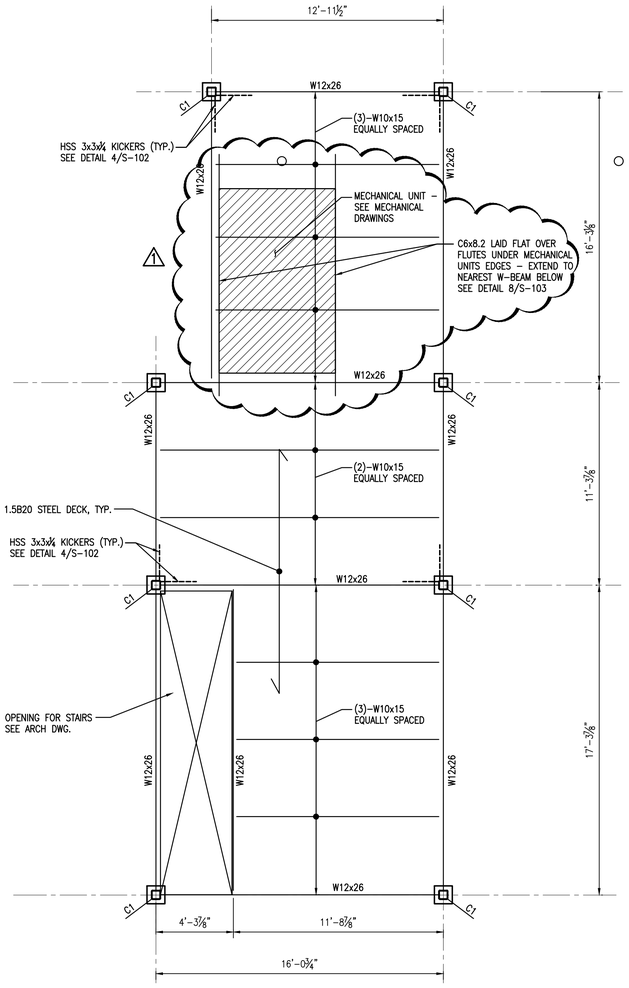
C. RENTAL EQUIPMENT

	$ -	0	$ -
	$ -		$ -
	$ -		$ -
		TOTAL RENTAL EQUIPMENT COST	$ -

D. SUMMARY

		Overhead	Profit	
1. Field Labor	$ 739.68	0%	0%	$ 739.68
2. Material	$ 818.20	10%	5%	$ 945.02
3. Apollo Owned Equipment	$ 392.50	0%	0%	$ 392.50
4. Rental Equipment	$ -	10%	5%	$ -
5. Tax	RATE	0.00%		$ -
6. Bond Rate, Per $1000	RATE	$ -	$ -	$ -
			TOTAL COST PROPOSAL	$ 2,077.20

Attachment: BIG Proposal (RFP GC-01R) 2-23-21 (RES-2021-262 : WPCF: Sludge Storage Building – General Contract - Change Order No. 1)

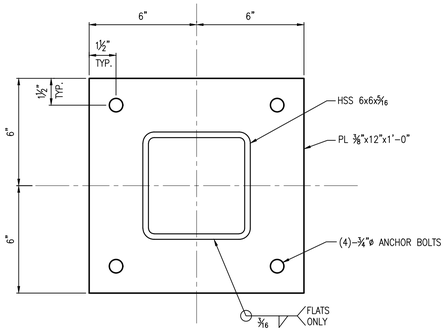


MEZZANINE FRAMING PLAN
SCALE: ¼" = 1'-0"

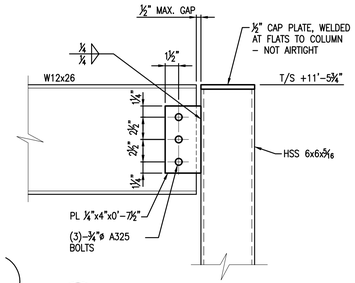
COLUMN SCHEDULE			
MARK	SIZE	BASE PLATE	COLUMN LENGTH
C1	HSS 6x6x5/16	B1	11'-11¾"

MEZZANINE FRAMING NOTES:

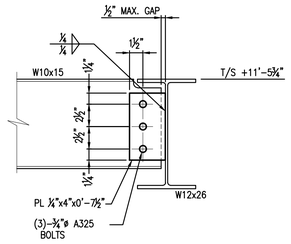
1. DETAIL ALL CONNECTIONS USING AISC CONSTRUCTION MANUAL "WORKABLE GAGE" UNLESS NOTED OTHERWISE.
2. ALL BEAM CONNECTIONS ON THE DRAWINGS SHALL BE DESIGNED AND DETAILED FOR THE REACTION BASED ON THE FULLY SUPPORTED MAX UNIFORM LOAD FROM THE AISC CONSTRUCTION MANUAL TABLES, OR USE CONNECTION DETAILS PROVIDED.
3. MEZZANINE FRAMING TOP OF STEEL ELEVATION = +11'-5¾" U.N.O.



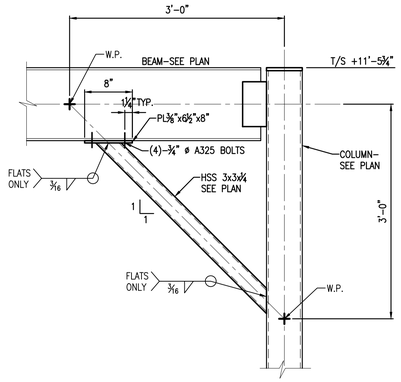
1 S-103 BASE PLATE B1 DETAIL
SCALE: 3" = 1'-0"



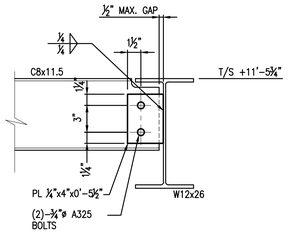
2 S-103 CONNECTION DETAIL
SCALE: ½" = 1'-0"



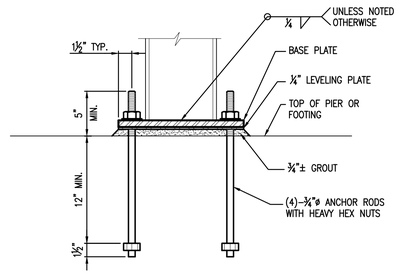
3 S-103 CONNECTION DETAIL
SCALE: ½" = 1'-0"



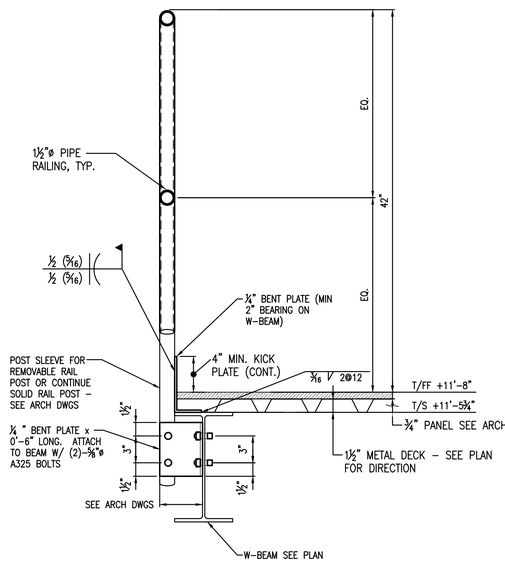
4 S-103 BRACE KICKER CONNECTION
SCALE: 1" = 1'-0"

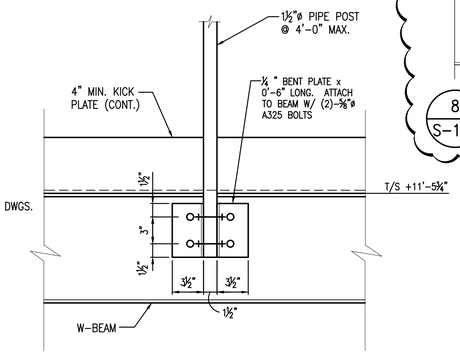


5 S-103 CONNECTION DETAIL
SCALE: ½" = 1'-0"

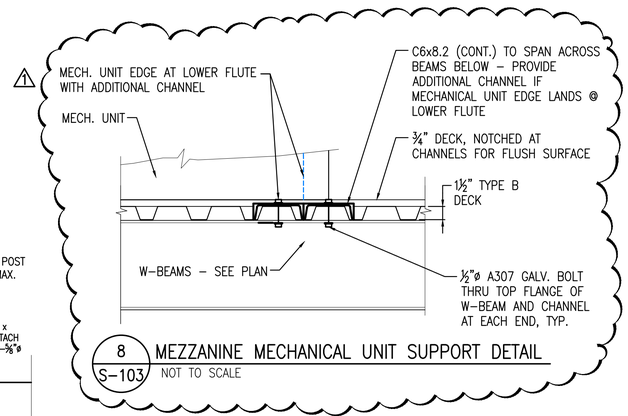


6 S-103 TYPICAL MEZZANINE COLUMN BASE PLATE DETAIL
SCALE: 1½" = 1'-0"

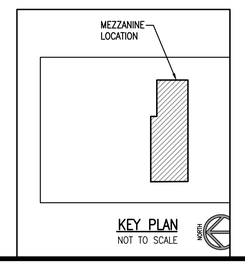




7 S-103 RAILING CONNECTION DETAILS
SCALE: 1½" = 1'-0"



8 S-103 MEZZANINE MECHANICAL UNIT SUPPORT DETAIL
NOT TO SCALE



KEY PLAN
NOT TO SCALE

DIDONATO
ENGINEERING & ARCHITECTURAL PROFESSIONALS
689 Main Street Buffalo, NY 14203
P 716 656-1900 F 716 656-1987
www.didonato.cc

NOTE: UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 7209, PROVISION 2 OF THE NEW YORK STATE EDUCATION LAW.

TOWN OF AMHERST
SLUDGE STORAGE BUILDING

MARK	DATE	DESCRIPTION
1	2/3/2021	REVISION 1
	9/28/2020	ISSUED FOR PERMIT
0	7/22/2020	ISSUED FOR BID

ISSUE:	
PROJECT NO:	2017.002A
DESIGNER PROJECT NO:	19-3029
CAD DWG FILE:	S-103.DWG
DRAWN BY:	MBS
CHECKED BY:	DSS
SCALE:	AS NOTED
COPYRIGHT:	

SHEET TITLE

MEZZANINE FRAMING PLAN

DRAWING# **S-103**

SHEET# 29 OF 42

Attachment: BIG Proposal (RFP GC-01R) 2-23-21 (RES:2021-262 : WPCF: Sludge Storage Building – General Contract - Change Order No. 1)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23023 **RESOLUTION 2021-263** **ADOPTED**

Approve Three (3) Plugin Stations Online, LLC Proposals Electric Vehicle Charging Stations - Clearfield C. C. & Northtown Center CRS No. 1343 & Change Order CRS No. 2476

The Town of Amherst has been designated as a Clean Energy Community by the New York State Energy Research and Development Authority (NYSERDA) and we have approval for a $250,000.00 grant to install 190 kW PV Solar System and electric vehicle charging stations on Town-owned facilities.

A proposal was requested from PlugIn Stations Online, LLC (PISO) to purchase & install one (1) electric vehicle charging station at the Clearfield Community Center and two (2) charging stations at the Northtown Center. The contract was awarded to PISO under the NYSOGS Contract #PC68451 in the amount of $41,646.00 for one (1) Clearfield Center station and two (2) Northtown Center stations. This contract was awarded in Resolution #2019-501.

At this time, we are requesting approval of contract Change Order #1, for the increased amount of $19,080.00, making the new contract amount of $60,726.00. The reason for this increase is due the additional cost of supplying power to the charging stations because of the change in the location of the power source.

At this time, we recommend approval of the two (2) attached proposals for Plugin Stations Online, LLC, 7 Cotton Mill Lane, Valatie, NY 12184. If approved by NYSERDA, this would be eligible for a $30,000 rebate on this project. Any NYSERDA funds received should be deposited in Bond Account #KP1829-4972.

Net PISO contract amount	$60,726.00
Estimated NYSERDA Charge Ready Incentive Rebate	($30,000.00)
Total Required Funds	$30,726.00

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

3/22/2021
Consent

FINANCIAL IMPACT:

KP1829-4972; $30,726.00

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

Change Order

PROJECT: *(Name, address and Project File No.)*

Electric Vehicle Charging Stations
Clearfield & Northtown Centers
Job No. **2017.015V**

CHANGE ORDER: **# 1**

DATE: 03-01-21

TO CONTRACTOR: *(Name and address)*

Plugin Stations Online, LLC
7 Cotton Mill Lane
Valatie, NY 12184

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Increased cost to supply power to sites of the Electric Vehicle Charging Stations due to Covid delays, Clearfield & Northtown locations.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 41,646.00
The net change by previously authorized Change Orders	$ -0-
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 41,646.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 19,080.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 60,726.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged)	
The date of Substantial Completion as of the date of this Change Order therefore is	12-30-2021

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which 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 ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
Town Engineer	Plugin Stations Online, LLC	Town of Amherst
ADDRESS: 1100 North Forest Rd.St. Williamsville, NY 14221	ADDRESS: 7 Cotton Mill Lane Valatie, NY 12184	ADDRESS: 5583 Main Street Williamsville, NY 14221
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
Jeff Burroughs, PE (*Typed name*)	John E. Doran (*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: Charging Station Change Order (RES-2021-263 : Approve Two (2) Plugin Stations Online, LLC Proposals)

Plugin Stations Online, LLC
7 Cotton Mill Lane
Valatie, NY 12184
+1 8554673751
info@pisoev.com
http://www.pisoev.com

Estimate

ADDRESS
Mr. Michael Delamere Town of Amherst 5583 Main Street Amherst, NY 14221 USA

ESTIMATE #	DATE	EXPIRATION DATE
1177	02/23/2021	03/31/2021

P.O. NUMBER
ClearField Community Center

ACTIVITY	QTY	PRICE	AMOU
CT4021-GW1SC Dual Output, Gateway Option, Bollard Unit - 208/240V @30A with Cord Management	1	5,768.00	5,768.
CPCLD-Commercial-1 1 Year Prepaid Commercial Cloud Plan, price is per port.	2	329.00	658.
CT4000 Installation ChargePoint certified station-only installation, activation, and network onboarding.	1	1,200.00	1,200.
CT4000 Shipping	1	195.00	195.
CPSUPPORT-ACTIVE Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	1	349.00	349.
Electrical Make-Ready * Purchase and install 6/4 MC cable from the existing electric panel inside the building through the drop ceiling to the front hard-lid area. * Purchase and install 1 1/4" EMT surface mounted conduit from this area through the gymnasium to the outside of the building. * Purchase and install 1 1/4" PVC schedule 40 conduit from the side of the building to the EV charger location. * Purchase and install #6 copper conductors through the conduit. * Purchase and install 2 each 2-pole 40 amp circuit breakers in the existing panels to feed the new EV chargers. * Provide all commodity materials, conduit, fittings, wire, connectors, breakers etc.	1	13,008.00	13,008.

Attachment: CO Clearfield Community Center (RES-2021-263 : Approve Two (2) Plugin Stations Online, LLC Proposals)

ACTIVITY	QTY	PRICE	AMOUNT
* Provide scissor lift rental for 1 day to install the conduit in the Gymnasium. * Provide excavation and backfill from the building to the EV charger. * Obtain all necessary permits and inspections.			
Concrete Mounting Pier Pre-cast concrete pier with precise bolt pattern and 1" conduit in place. Price includes delivery within 400mi of Albany NY.	1	650.00	650.
Electric Utility Incentive The Electric Utility will pay PlugIn Stations directly for "make-ready" portion of invoice.	1	-10,000.00	-10,000.

By signing below, customer approves the scope of work and the pricing laid out in this estimate. PAYMENT TERMS: Payment for equipment is due upon order. Balance of payment is due upon station activation. The late payment fee will be one and one-half percent (1.5%) of overdue payment per every thirty (30) day period or portion thereof past due date.

To provide you with the option to pay by credit or debit card, PISOEV has made arrangements with QuickBooks. QuickBooks charges a convenience fee of 2.9% for each card payment you make. If you wish to pay by credit or debit card, please let us know and we will issue your invoice with the convenience fee added.

TOTAL **$11,828.(**

Accepted By

Accepted Date

Attachment: CO Clearfield Community Center (RES-2021-263 : Approve Two (2) Plugin Stations Online, LLC Proposals)

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: March 22 2021

Contract/Project Title: Electric Vehicle Charging Stations – Change Order 1

Vendor: Plugin Stations Online, LLC

ORG: KP1719

OBJECT: 4972

Amount: $19,080.00

Contract Period: execution through 12/30/21

Department contact: Michael Delamere – Energy Manager

APPROVED AS TO CONTENT

Jeffrey S. Burroughs /sld

Department Head - Signature

Jeffrey S. Burroughs

Department Head - Print Name

Date Approved: 3/16/21

Attachment: 2476_original_contract_5660 (RES-2021-263 : Approve Two (2) Plugin Stations Online, LLC Proposals)

TOWN OF AMHERST

ENGINEERING DEPARTMENT

ERIE COUNTY – NEW YORK

JEFFREY S. BURROUGHS, P.E., TOWN ENGINEER March 17, 2021

Agenda – March 22, 2021

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

RE: Approve Two (2) Plugin Stations Online, LLC Proposals
Electric Vehicle Charging Stations - Clearfield C. C. & Northtown Center
Town of Amherst Job No. 2017.015V
CRS ID# 1343

Councilmembers:

The Town of Amherst has been designated as a Clean Energy Community by the New York State Energy Research and Development Authority (NYSERDA) and we have approval for a $250,000.00 grant to install 190 kW PV Solar System and electric vehicle charging stations on Town-owned facilities.

A proposal was requested from PlugIn Stations Online, LLC (PISO) to purchase & install one (1) electric vehicle charging station at the Clearfield Community Center and two (2) charging stations at the Northtown Center. The contract was awarded to PISO under the NYSOGS Contract #PC68451 in the amount of $41,646.00 for one (1) Clearfield Center station and two (2) Northtown Center stations. This contract was awarded in Resolution #2019-501.

At this time, we are requesting approval of contract Change Order #1, for the increased amount of $19,080.00, making the new contract amount of $60,726.00. The reason for this increase is due the additional cost of supplying power to the charging stations because of the change in the location of the power source.

At this time, we recommend approval of the two (2) attached proposals for Plugin Stations Online, LLC, 7 Cotton Mill Lane, Valatie, NY 12184. If approved by NYSERDA, this would be eligible for a $30,000 rebate on this project. Any NYSERDA funds received should be deposited in Bond Account #KP1719-4972

Net PISO contract amount	$60,726.00
Estimated NYSERDA Charge Ready Incentive Rebate	($30,000.00)
Total Required Funds	$30,726.00

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

Sincerely,

Jeffrey S. Burroughs, P.E.
Town Engineer

Attachments
JSB/MED/jak
cc: Brian Kulpa - Town Supervisor
Jacqualine Berger - Liaison
Councilmembers
Stanley J. Sliwa - Town Attorney
Anne Fickelscherer – Supervising Accountant

ENGINEERING OFFICE – SEWER MAINTENANCE
1100 N. FOREST ROAD
WILLIAMSVILLE, N.Y. 14221
(716) 631-7154 FAX: (716) 631-7222

WASTEWATER TREATMENT FACILITY – ENVIRONMENTAL CONTROL
455 TONAWANDA CREEK ROAD
AMHERST, N.Y. 14228
(716) 691-9771 FAX: (716) 691-4496

Attachment: 2476_original_contract_5660 (RES-2021-263 : Approve Two (2) Plugin Stations Online, LLC Proposals)

Change Order

PROJECT: *(Name, address and Project File No.)*
Electric Vehicle Charging Stations
Clearfield & Northtown Centers
Job No. **2017.015V**

CHANGE ORDER: **# 1**

DATE: 03-01-21

TO CONTRACTOR: *(Name and address)*
Plugin Stations Online, LLC
7 Cotton Mill Lane
Valatie, NY 12184

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Increased cost to supply power to sites of the Electric Vehicle Charging Stations due to Covid delays, Clearfield & Northtown locations.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 41,646.00
The net change by previously authorized Change Orders	$ -0-
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 41,646.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 19,080.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 60,726.00
The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged)	
The date of Substantial Completion as of the date of this Change Order therefore is	12-30-2021

(Note: This change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which 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 ENGINEER, CONTRACTOR AND OWNER.

ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
Town Engineer	Plugin Stations Online, LLC	Town of Amherst
1100 North Forest Rd.St. Williamsville, NY 14221	7 Cotton Mill Lane Valatie, NY 12184	5583 Main Street Williamsville, NY 14221
ADDRESS	ADDRESS	ADDRESS
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
Jeff Burroughs, PE	John E. Doran	Brian J. Kulpa
(*Typed name*)	(*Typed name*)	(*Typed name*)
DATE	DATE	DATE

Attachment: 2476_original_contract_5660 (RES-2021-263 : Approve Two (2) Plugin Stations Online, LLC Proposals)

Plugin Stations Online, LLC
7 Cotton Mill Lane
Valatie, NY 12184
+1 8554673751
info@pisoev.com
http://www.pisoev.com

Estimate

ADDRESS
Mr. Michael Delamere Town of Amherst 5583 Main Street Amherst, NY 14221 USA

ESTIMATE #	DATE	EXPIRATION DATE
1177	02/23/2021	03/31/2021

P.O. NUMBER
ClearField Community Center

ACTIVITY	QTY	PRICE	AMOUNT
CT4021-GW1SC Dual Output, Gateway Option, Bollard Unit - 208/240V @30A with Cord Management	1	5,768.00	5,768.00
CPCLD-Commercial-1 1 Year Prepaid Commercial Cloud Plan, price is per port.	2	329.00	658.00
CT4000 Installation ChargePoint certified station-only installation, activation, and network onboarding.	1	1,200.00	1,200.00
CT4000 Shipping	1	195.00	195.00
CPSUPPORT-ACTIVE Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	1	349.00	349.00
Electrical Make-Ready * Purchase and install 6/4 MC cable from the existing electric panel inside the building through the drop ceiling to the front hard-lid area. * Purchase and install 1 1/4" EMT surface mounted conduit from this area through the gymnasium to the outside of the building. * Purchase and install 1 1/4" PVC schedule 40 conduit from the side of the building to the EV charger location. * Purchase and install #6 copper conductors through the conduit. * Purchase and install 2 each 2-pole 40 amp circuit breakers in the existing panels to feed the new EV chargers. * Provide all commodity materials, conduit, fittings, wire, connectors, breakers etc.	1	13,008.00	13,008.00

Attachment: 2476_original_contract_5660 (RES-2021-263 : Approve Two (2) Plugin Stations Online, LLC Proposals)

ACTIVITY	QTY	PRICE	AMOUNT
* Provide scissor lift rental for 1 day to install the conduit in the Gymnasium. * Provide excavation and backfill from the building to the EV charger. * Obtain all necessary permits and inspections.			
Concrete Mounting Pier Pre-cast concrete pier with precise bolt pattern and 1" conduit in place. Price includes delivery within 400mi of Albany NY.	1	650.00	650.0(
Electric Utility Incentive The Electric Utility will pay PlugIn Stations directly for "make-ready" portion of invoice.	1	-10,000.00	-10,000.0(

By signing below, customer approves the scope of work and the pricing laid out in this estimate. PAYMENT TERMS: Payment for equipment is due upon order. Balance of payment is due upon station activation. The late payment fee will be one and one-half percent (1.5%) of overdue payment per every thirty (30) day period or portion thereof past due date.

To provide you with the option to pay by credit or debit card, PISOEV has made arrangements with QuickBooks. QuickBooks charges a convenience fee of 2.9% for each card payment you make. If you wish to pay by credit or debit card, please let us know and we will issue your invoice with the convenience fee added.

TOTAL **$11,828.0(**

Accepted By

Accepted Date

Attachment: 2476_original_contract_5660 (RES-2021-263 : Approve Two (2) Plugin Stations Online, LLC Proposals)

Plugin Stations Online, LLC
7 Cotton Mill Lane
Valatie, NY 12184
+1 8554673751
info@pisoev.com
http://www.pisoev.com

Estimate

ADDRESS
Mr. Michael Delamere Town of Amherst 5583 Main Street Amherst, NY 14221 USA

ESTIMATE #	DATE	EXPIRATION DATE
1176	02/23/2021	03/31/2021

P.O. NUMBER
Northtown Center

ACTIVITY	QTY	PRICE	AMOUNT
CT4021-GW1SC Dual Output, Gateway Option, Bollard Unit - 208/240V @30A with Cord Management	2	5,768.00	11,536.00
CPCLD-Commercial-1 1 Year Prepaid Commercial Cloud Plan, price is per port.	4	329.00	1,316.00
CT4000 Installation ChargePoint certified station-only installation, activation, and network onboarding.	2	1,200.00	2,400.00
CT4000 Shipping	2	195.00	390.00
CPSUPPORT-ACTIVE Initial Station Activation & Configuration Service includes activation of cloud services and configuration of radio groups, custom groups, connections, access control, visibility control, pricing, reports and alerts. One time initial service per station.	2	349.00	698.00
Electrical Make-Ready * Purchase and install 1 1/2" schedule 80 PVC conduit from the electrical room surface mounted along the building for approximately 110' then underground to the EV charger location. * Purchase and install #6 copper conductors through this conduit to feed the EV chargers. * Purchase and install 4 each 2-pole 40 amp circuit breakers in the existing electrical panels to feed the EV chargers. * Provide all commodity materials, conduit, straps, fittings, wire, etc. * Provide excavation, backfill, concrete and asphalt repair. * Obtain all necessary permits and inspections.	1	21,258.00	21,258.00
Concrete Mounting Pier Pre-cast concrete pier with precise bolt pattern and 1"	2	650.00	1,300.00

Attachment: 2476_original_contract_5660 (RES-2021-263 : Approve Two (2) Plugin Stations Online, LLC Proposals)

ACTIVITY	QTY	PRICE	AMOUN
conduit in place. Price includes delivery within 400mi of Albany NY.			
Electric Utility Incentive The Electric Utility will pay PlugIn Stations directly for "make-ready" portion of invoice.	1	-20,000.00	-20,000.0

NYS contract number PC68451.

TOTAL **$18,898.0**

By signing below, customer approves the scope of work and the pricing laid out in this estimate. PAYMENT TERMS: Payment for equipment is due upon order. Balance of payment is due upon station activation. The late payment fee will be one and one-half percent (1.5%) of overdue payment per every thirty (30) day period or portion thereof past due date.

To provide you with the option to pay by credit or debit card, PISOEV has made arrangements with QuickBooks. QuickBooks charges a convenience fee of 2.9% for each card payment you make. If you wish to pay by credit or debit card, please let us know and we will issue your invoice with the convenience fee added.

Accepted By

Accepted Date

Attachment: 2476_original_contract_5660 (RES-2021-263 : Approve Two (2) Plugin Stations Online, LLC Proposals)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23024 **RESOLUTION 2021-264** **ADOPTED**

Gorman Rupp Pump, Rotating Assemblies CRS No. 2487

The Engineering Department Water Pollution Control Facility (WPCF) is currently performing upgrades to its Aqua Diamond Filtration System under C.I.P. Project E-03 System Upgrades. As part of this upgrade, the WPCF would like to purchase four (4) Gorman Rupp Rotating Assemblies to repair and obtain optimal pumping capacity with these pumps. These assemblies can only be purchase through a Gorman Rupp "Sole Source" provider, which is Siewert Equipment, LLC.

The WPCF is requesting that the Town Board authorize the Supervisor to sign an agreement to procure the required rotating assemblies listed on Siewert Equipment's quote WR-20-25875-A at the cost of $16,118.00 plus freight.

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

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

Funds will be available in KP2026-4972.

Thank you for considering this request.

3/22/2021
Consent

FINANCIAL IMPACT:

$16,118.00 plus freight; KP2026-4972

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

AGREEMENT

Let this document stand as an Agreement between Siewert Equipment, LLC and the Town of Amherst permitting the Town of Amherst to purchase (4) Gorman Rupp rotating assemblies as stated on the attached quote, file WR-20-25875-A, dated January 20, 2021. The term of this contract will be from date of execution by the Town of Amherst through March 31, 2021.

Agreed to and Accepted by:

Siewert Equipment, LLC.

By: Brian Ellsworth
Signature

Brian Ellsworth
Printed name

Parts Supervisor
Title

Date: 1/20/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Siewert Agreement (RES-2021-264 : Gorman Rupp Pump, Rotating Assemblies)

GORMAN-RUPP PUMPS

January 8, 2021

Subject: Distributor for Municipal Engineered Systems Water and Wastewater Market

To Whom It May Concern,

The Gorman-Rupp Company is a world leader in the production of pumps and engineered equipment for diversified markets. Our marketing strategy has been to establish a network of factory authorized distributorships trained to apply equipment unique to specific hydraulic applications. Some examples of these are construction, petroleum, industrial, water and wastewater. Our distributors are specialists and very knowledgeable within their defined market area and dedicated to helping you select and maintain the proper equipment for your application.

Please be advised Siewert Equipment Company is the sole authorized distributor for Municipal Water and Wastewater Pumps, Lift Stations and parts for the State of New York. Siewert Equipment Company is responsible for supplying all Gorman-Rupp pumps and Gorman-Rupp parts used in municipal water and wastewater lift stations or treatment plants, including individual units installed in municipal collection systems.

Siewert Equipment Company
175 Akron St.
Rochester, NY 14609
Telephone: 585.482.9640

This letter is valid from this date forward until such time Gorman-Rupp identifies a new Municipal distributor for your location, if the need arises. All previous letters you may have been provided are superseded by this letter.

We thank you for your interest in Gorman-Rupp products and look forward to working with you in any upcoming projects.

Sincerely,

Vincent Baldasare
Sales Manager
Engineered Systems

VB: DD

GORMAN-RUPP PUMPS

P.O. Box 1217 | Mansfield, Ohio 44901-1217 | Phone: 419-755-1011 | Fax: 419-755-1251 | grsales@gormanrupp.com | www.GRpumps.com

Attachment: Siewert Agreement (RES-2021-264 : Gorman Rupp Pump, Rotating Assemblies)

SIEWERT EQUIPMENT
A Division of CUMMINS-WAGNER - Siewert, LLC

Parts Department:
Buffalo | Rochester | Albany
P - (585) 482-9640
F - (585) 482-4149
www.siewertequipment.com
Serving New York Municipalities and Industry since 1949.
Parts and Service Specialists

Headquarters: 175 Akron Street, Rochester, NY 14609

Date: Wednesday, January 20, 2021
To: Town of Amherst
Attention: **Tom Dean**
Fax/Email: tdean@amherst.ny.us **Phone:** **Cell:**
From: *Brian Ellsworth* **Direct #:** (585) 224-7913 bellsworth@siewertequipment.com
Subject: Gorman Rupp parts quote
File #: **WR-20-25875-A**

Thank you, for allowing Siewert Equipment to provide you with the following information for your Gorman Rupp pumps, Model T4A60S-E20, S/N: 1379201N, 1379203N, 1379197N, 1379198N.

Updated 2021 Pricing

QTY	*Part Number*	*ID #*	*Description*	*Price ea*	*Ext. Price*	*Avail.*
4	44163-380		ROTATING ASSY.	$4,226.00	$16,904.00	3-4 WEEKS
				Total:	**$16,904.00**	

One time pricing if all 4 are ordered at once.

QTY	*Part Number*	*ID #*	*Description*	*Price ea*	*Ext. Price*	*Avail.*
4	44163-380		ROTATING ASSY.	$4,029.50	$16,118.00	3-4 WEEKS
				Total:	**$16,118.00**	

The prices are firm for 30 days from the date of this quotation. Standard Credit Terms are Net 30 days from date of invoice with approved credit. Invoices not paid within this period are subject to a 1½ % monthly service charge. Freight terms are F.O.B. Factory, Prepay and Add. Does not include any applicable local or state taxes. **Order is subjected to a 3% processing fee if paying via credit card.**

Items quoted are based on data provided. Our vendors are no longer accepting returns due to customer error or convenience. If any return is approved, restocking charges will apply. To insure proper items are supplied, please verify data and serial numbers before ordering.

To arrange Certified Repair Services, contact any of our service employees and utilize the form available at this link on our website. http://www.cummins-wagner.com/shop-repair/

If there is any further information that you need, please do not hesitate to call.

Thank You,

Brian Ellsworth

Attachment: Siewert Agreement (RES-2021-264 : Gorman Rupp Pump, Rotating Assemblies)

Addendum to Contract VENDOR NOT ON SITE

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

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

5. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

Attachment: Siewert Agreement (RES-2021-264 : Gorman Rupp Pump, Rotating Assemblies)

6. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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

8. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Siewert Equipment
Print Name of Company

By: _____
Signature

Brian Ellsworth
Printed name

Date: 1/20/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: Siewert Agreement (RES-2021-264 : Gorman Rupp Pump, Rotating Assemblies)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Siewert Equipment

Signature: [signature]

Print Name: Brian Ellsworth

Title: Parts Supervisor

Date: 1/20/21

Sworn To Before Me This

20 Day of January, 2021

Elaina DeBoard

Notary Public

ELAINA DEBOARD
Notary Public, State of New York
Qualified in Monroe County
REG NO. 01DE6340571
Commission Expires April 18, 2024

Revised 4.2017

Attachment: Siewert Agreement (RES-2021-264 : Gorman Rupp Pump, Rotating Assemblies)

CUMMCOI-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/18/2021

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

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

PRODUCER	CONTACT NAME: Nancy Small
McFarlin Insurance Agency, LLP 8325 Guilford Rd Suite A Columbia, MD 21046	PHONE (A/C, No, Ext): (410) 312-7800 FAX (A/C, No): (410) 312-7808 E-MAIL ADDRESS: nancy@mcfarlininsurance.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Siewert Equipment, Cummins-Wagner Siewert Company, LLC 175 Akron Street Rochester, NY 14609	INSURER A : Zurich	16535
	INSURER B : CNA Insurance Group	35289
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC X OTHER: Contractual Liability			GLO0213564	1/1/2021	1/1/2022	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 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BAP0213565	1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			6050563511	1/1/2021	1/1/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC0213563	1/1/2021	1/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is named as additional insured on a primary and non-contributory basis. Workers Compensation includes owners.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment: Siewert Agreement (RES-2021-264 : Gorman Rupp Pump, Rotating Assemblies)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23025 **RESOLUTION 2021-265** **ADOPTED**

JDV Sludge Conveyor Replacement Parts CRS No. 2489

The Engineering Department Water Pollution Control Facility (WPCF) is currently in need of immediate rehabilitation to its JDV Sludge Conveyor Systems. The required parts are "Sole Source" and purchased directly from the Original Equipment Manufacturer (OEM) JDV Equipment Corporation.

The WPCF is requesting that the Town Board authorize the Supervisor to sign an agreement to procure the required JDV Conveyor Replacement Parts listed on JDV's proposal JDVQ2573-01 at the cost of $48,264.00.

This request is pending successful completion of the Contract Management System.

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

Funds will be available in account KP1721-4972.

Thank you for considering this request.

3/22/2021
Consent

FINANCIAL IMPACT:

KP1721-4972; $48,264.00

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

AGREEMENT

Let this document stand as an Agreement between JDV Equipment Corporation and the Town of Amherst permitting the Town of Amherst to secure the services as stated on the attached JDV Proposal Number JDVQ2573-01, Dated March 10, 2021. The term of this contract will be from date of execution by the Town of Amherst through September 01, 2021.

Agreed to and Accepted by:

JDV Equipment Corporation

By: _____
Signature

Robert J Abbott
Printed name

President
Title

Date: 3/16/21

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: JDV Equipment Agreement (RES-2021-265 : JDV Sludge Conveyor Replacement Parts)

JDV Equipment Corporation
Incorporating Ralph B. Carter Company

Sole Source Document

Date: January 26, 2021

To Whom It May Concern:

This letter certifies that **JDV Equipment Corp.** of Dover, NJ is the sole source parts supplier for all existing JDV Equipment and Ralph B. Carter products. JDV has all the necessary engineering drawing and records to accurately supply replacement spare parts to meet OEM specifications.

Additionally, in order for the existing equipment to continue to operate properly, all replacement parts for existing JDV Equipment and Ralph B. Carter products must be manufactured by JDV Equipment Corp. Non OEM parts would void existing equipment warranty.

Should you have any questions, please feel free to contact me at our office in New Jersey, 973-366-6556 x104

Best Regards,

Charles J Smith

JDV Equipment Corporation

One Princeton Avenue • Dover, NJ 07801 • P: 973-366-6556 • F: 973-366-3193 • ww.JDVEquipment.com

Attachment: JDV Equipment Agreement (RES-2021-265 : JDV Sludge Conveyor Replacement Parts)

JDV Equipment Corporation
Incorporating Ralph B. Carter Company

PROPOSAL

Prepared for:

Town of Amherst, WPCF #16
Tom Dean
TDean@amherst.ny.us

For: Amherst, NY

Proposal No. JDVQ2573-01

Tom Dean

We are pleased to present the attached response to your request for a proposal.

Thank you for the opportunity!

Respectfully,

Charles Smith

973-366-6556

Charlie@jdvequipment.com

P: 973-366-6556 F: 973-366-3193

www.JDVEquipment.com

Attachment: JDV Equipment Agreement (RES-2021-265 : JDV Sludge Conveyor Replacement Parts)

JDV Equipment Corporation
Incorporating Ralph B. Carter Company

One Princeton Ave., Dover, NJ 07801

t. 973-366-6556 f. 973-366-3193

Proposal

Number JDVQ2573-01

Date Mar 10, 2021

Specification Section: Replacement Parts for Previous JDV Equipment Project # 151273
U500 conveyors

For: Amherst, NY

QTY	Description
48.00	WEAR LINER, Type 88 - UHMW-PE TIVAR 88 Plastic for U500, 1/2 " thickness with low surface friction. P/N 12TIVAR88500
48.00	Pre-Form and brace liner. Includes 90 degree angle material over edge of liner prior to banding .
1.00	DRIVE END - Complete drive end (less gearmotor) Includes 316SS end plate, flange adaptor, seal and drive shaft with coupling plate. For 500 spiral, 87 box
4.00	FT. SHAFTLESS SPIRAL 420mm dia 420mm pitch 80x25 50x20mm insert High strength alloy steel
1.00	SPIRAL COUPLING DISC Installed - Pushing
1.00	Reinforced Gusset 1/4" thick with 1/2" square bar
1.00	Capped Pipe welded to first two flights
1.00	SPIRAL WELD JOINT Preparation
1.00	MOTOR MOUNT- Flange adaptor. Painted steel

Total price for the above listed JDV product(s) , f.o.b. destination with freight allowed to the jobsite excluding all taxes — Total $48,264.00

Field trimming of liner is required for proper fit and function.

Liners will be shipped in 48" lengths, preformed and braced for installation by others.
Liners must be kept banded until ready for installation otherwise if they become un-braced and sit idle for any period of time, they will flatten out and require reforming.

We accept all major credit cards.
Need help with installation? Ask for an installation quote for your spare part order.

Attachment: JDV Equipment Agreement (RES-2021-265 : JDV Sludge Conveyor Replacement Parts)

FOR: Amherst, NY

SPECIFICATION SECTION: Replacement Parts for Previous JDV Equipment Project # 151273 U500 conveyors

Note:

JDV Equipment Corporation is providing the components listed above only. JDV Equipment Corporation is not responsible or accountable for providing systems interface and integration with any other equipment or structures. Customer may be required to make minor modifications to complete installation of the equipment.

FINISH:

Spiral - Near white metal sandblast followed by one coat Corronyl Zinc Primer
Drive Components- Manufacturer's Standard Machinery Finish
Stainless Steel Components - Bare Metal
Mild Steel Components -Near White Metal Sandblast followed by a two-part epoxy paint.

PAYMENT TERMS:

100% of the gross amount of each invoice thirty (30) days after delivery.

These terms are completely independent from, and in no way contingent upon when you receive payment from the owner and/or general contractor

SHIPMENT:

Shipment can be made as indicated, after receipt of final drawing approval by the engineer, or release to fabrication. Shipping date is based on the current plant load and those of our suppliers at the time of this proposal. Unless stated otherwise, all shipments are FOB factory with freight allowed to jobsite, routing of seller's choice.

FIELD PAINTING:

All touch up and finish painting is not included and is to be done by others in the field. Purchaser has the responsibility for "touching up" all paint mars caused by transport and unloading, as well as providing adequate storage for proper care and protection to primed surfaces.

~~SERVICE POLICY:~~

~~Sale price does not include free maintenance service. Upon request of reasonable notice, we will furnish a field engineer at a rate of $825.00 per normal working day, plus travel time and expenses.~~

ACCEPTANCE:

This proposal is offered for acceptance within 30 days and subject to change and withdrawal thereafter without notice.

Phone: 973-366-6556 Fax: 973-366-3193

www.jdvequipment.com

Attachment: JDV Equipment Agreement (RES-2021-265 : JDV Sludge Conveyor Replacement Parts)

FOR: Amherst, NY

SPECIFICATION SECTION: Replacement Parts for Previous JDV Equipment Project # 151273 U500 conveyors

GENERAL CONDITIONS OF SALE

1) Upon failure of PURCHASER to pay purchase price as agreed, JDV Equipment Corporation may retain as liquidated damages all partial payments made on account thereof without prejudice to any other claim for damages suffered by JDV Equipment Corporation for any cause.
2) Statements as to expected date of shipment from factory represents JDV's best judgment but shipment on those dates is not guaranteed. PURCHASER hereby waives all claims to damage caused by delay in shipment or delivery.
3) One (1) year unconditional warranty is included on all items except for motors and reducers, which will be manufacturers standard.
4) Any proposal made by JDV Equipment Corporation as well as any contract between JDV Equipment Corporation and Purchaser are deemed to be executed at Dover, New Jersey and are subject to correction for typographical or mathematical errors.
5) Performance of any contract by JDV Equipment Corporation is contingent upon credit approval, strikes, fires, accidents, war, reduced supply of fuel or raw materials or excessive cost thereof, or other restraints affecting shipments or curtailments in manufacturing or due to delays unavoidable by or beyond the control of JDV Equipment Corporation. JDV Equipment Corporation shall not in any event be liable for indirect special, consequential or liquidated damages or penalties.
6) All equipment ordered by Purchaser for JDV Equipment Corporation shall remain the property of JDV Equipment Corporation until fully paid for in cash. Acceptance of a promissory note or other evidence of debt for any part of price is not to be construed as payment.
7) Purchaser agrees to provide and maintain for the benefit of JDV Equipment Corporation adequate insurance for the equipment herein specified from the time of its receipt until paid for in full and Purchaser agrees to assume all loss over and above that compensated for by such insurance.
8) If Purchaser requests any deviation from method of shipment contemplated by JDV Equipment Corporation, any increase in freight or delivery charges caused thereby shall be paid for in full by Purchaser.
9) Should bankruptcy, receivership or insolvency proceeds be instituted by or against Purchaser or should Purchaser make an assignment in favor of creditors, the unpaid balance of purchase price shall immediately become due and payable at the option of JDV Equipment Corporation. Notwithstanding other arrangements to the contrary, JDV Equipment Corporation shall be free to enter premises where equipment for which JDV Equipment Corporation has not been fully paid may be located, and remove same equipment as its property without prejudice to any further claims on account of damage, which JDV Equipment Corporation may suffer from any cause. The Purchaser agrees to do all acts and things necessary to perfect and maintain above title and right.

10) Purchaser shall procure and pay for all public liability insurance required during the installation of any equipment.
11) JDV Equipment Corporation assumes no responsibility or expense for repairs made on equipment sold by it to Purchaser when such repairs are done outside of JDV Equipment Corporation's factory facilities without its written consent.
12) Any interference with Purchaser's use of the above equipment on the ground that such use constitutes an infringement of any patent shall impose no liability on JDV Equipment Corporation.
13) CANCELLATION or suspension of order will be accepted only upon terms that will indemnify JDV Equipment Corporation against loss.
14) There are no agreements or representations, verbal or otherwise outside of this proposal. Any terms or conditions of Purchaser's order which are inconsistent with this proposal shall not be binding upon JDV Equipment Corporation, and are specifically excluded from any resulting contract, except and only to the extent that they have been agreed to in writing by an officer of JDV Equipment Corporation.
15) Arbitration: Any controversy of claim arising out of or relating to this contract or any breach thereof, shall be settled in accordance with the rules of the American Arbitration Association in Dover, New Jersey.

Submitted this _____day of _____, 20____

JDV EQUIPMENT CORPORATION

_____

Approved this _____day of _____, 20____

By: _____
Name & Title

Accepted this _____day of _____, 20

_____
Name of Purchaser

by: _____
Name & Title

Address: _____

_____

Phone: 973-366-6556 Fax: 973-366-3193

www.jdvequipment.com

Attachment: JDV Equipment Agreement (RES-2021-265 : JDV Sludge Conveyor Replacement Parts)

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least ~~$5,000,000.00~~ $4,000,000.00 (Ca)

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: JDV Equipment Agreement (RES-2021-265 : JDV Sludge Conveyor Replacement Parts)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: JDV Equipment Agreement (RES-2021-265 : JDV Sludge Conveyor Replacement Parts)

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:

JDV Equipment Corp.
Print Name of Company

By: _____
Signature

Robert T. Abbott
Printed name

Date: 8/9/21

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: JDV Equipment Agreement (RES-2021-265 : JDV Sludge Conveyor Replacement Parts)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: JDV Equipment Corp.

Signature: [signature]

Print Name: Robert J Abbott

Title: President

Date: 3/9/21

Sworn To Before Me This

9 Day of March, 2021

[signature]

Notary Public

DONNA ABBOTT
NOTARY PUBLIC OF NEW JERSEY
Comm. # 2353911
My Commission Expires 12/28/2021

Revised 4.2017

Attachment: JDV Equipment Agreement (RES-2021-265 : JDV Sludge Conveyor Replacement Parts)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Engineering Services
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 23026 **RESOLUTION 2021-266** **ADOPTED**

Smart Signal Implementation in the Town of Amherst CRS No. 2470

The Town of Amherst obtained a New York State Energy Research and Development Authority (NYSERDA) grant for the first phase of the Smart Signal Implementation Project. Phase 1 of this project includes converting 48 Town-owned traffic signals into smart signals with communication and data collection. Of those 48, twenty-four (24) will have a 360-degree camera installed for video detection that will gather additional data and metrics to gain valuable insight into our transportation network. All information gathered will be used to identify problem areas and bottlenecks with the ability to use data to implement new signal timing plans and improve traffic flow. Data will be openly shared with adjacent municipalities, NYSDOT, and other transportation agencies in a manner where regional transportation can have the greatest overall benefit.

The total amount of the enclosed Agreement is $503,592.00. Of that amount, $327,024.00 is reimbursable by NYS Funding. The remaining $176,568.00 must be provided by the Town of Amherst in order to participate in this program. Additionally, the Town and its assembled team is to contribute $119,108.00 worth of in-kind services.

Would you please approve this resolution authorizing the Supervisor to sign the NYSERDA Agreement No. 153296 indicating a commitment to meet the terms of the agreement and fund the local share of the grant?

The local share funds in the amount of $176,568.00 for this project are available from account KP-2010-4972. Upon approval, the Supervisor must digitally sign the agreement by applying an Adobe digital signature and return it to NYSERDA where it will be fully executed and returned to the Town digitally. This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

3/22/2021
Consent

FINANCIAL IMPACT:

KP-2010-4972; $176,568.00

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

New York State Energy Research and Development Authority
("NYSERDA")

AGREEMENT

1. Agreement Number: 153296

2. Contractor: Town of Amherst

3. Project Director: Christopher P. Schregel

4. Effective Date: February 18, 2021

5. Total Amount of Award: $327,034

6. Project Period: February 18, 2021 – May 31, 2022

7. Expiration Date: November 30, 2022

8. Commitment Terms and Conditions

This Agreement consists of this form plus the following documents:

- Exhibit A, Statement of Work;
- Exhibit B, General Contract Provisions, Terms and Conditions;
- Exhibit C, Standard Terms and Conditions;
- Exhibit D, Prompt Payment Policy Statement;
- Exhibit E, NYSERDA Report Content Guide 2017;
- Exhibit F, NYSDOT/NYSERDA Research Partnership Agreement; and
- Exhibit G, Additional COVID-19 Terms and Conditions for all NYSERDA Agreements.

9. ACCEPTANCE. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNLESS EXECUTED BELOW BY NYSERDA.

Town of Amherst

Signature:_____

Name_____

Title_____

NEW YORK STATE ENERGY RESEARCH AND DEVELOPMENT AUTHORITY

Signature:_____
NYSERDA Authorized Signatory

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Exhibit A: Statement of Work, Schedule and Budget
Smart Signal Implementation in the Town of Amherst
NYSERDA Agreement No. 153296

BACKGROUND/OBJECTIVES

The Town of Amherst (the Contractor) owns and operates 55 three-color traffic signals which are uncoordinated and utilize older signal technologies and timing plans. As a result, congestion and inefficiencies throughout the Town's transportation network cause increased travel times resulting in an increase in greenhouse gas (GHG) emissions.

The goal of this project is to convert 48 signalized intersections into "Smart Signals," which will be capable of providing Automated Traffic Signal Performance Measures (ATSPM) along with communication. Twenty-four of the 48 signals will be converted to a full TrafficLink solution, including 360-degree camera detection that allows for gathering additional data and metrics to gain valuable insight into the transportation network. Deployment shall identify problem areas and bottlenecks easily with the ability to use data to implement new signal timing plans and improve traffic flow. Contractor will integrate new signal timings based on the ATSPM results and metrics, then report measurable results on fuel consumption and greenhouse gas (GHG) emission reductions.

All 48 locations must generate continuous traffic counts, including turning movement counts, volumes, and vehicle classifications which will assist planning and engineering teams. Work includes training and testing. ATSPM data will be shared openly with adjacent municipalities, NYSDOT, and transportation agencies in a manner where regional transportation can have the greatest overall benefit.

DEFINITIONS

ATSPM: Automated Traffic Signal Performance Measures
FHWA: Federal Highway Administration
GBNTRC: Greater Buffalo-Niagara Regional Transportation Council
GHG: Greenhouse Gas
NITTEC: Niagara International Transportation Technology Coalition
NYSDOT: New York State Department of Transportation
NYSERDA: New York State Energy Research and Development Authority
SOW: Statement of Work
SPR: State Planning and Research

The Contractor is defined as:

Town of Amherst, New York
Christopher P. Schregel
1100 N. Forest Road, Williamsville, NY 14221
P: 716-631-7154
cschregel@amherst.ny.us

Subcontractor is defined as:

North East Signal
PO Box 309, 101 W. Main St, Elbridge, NY 13060
P: 315-689-1045
satkins@nesignal.com

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

The Project Sites are defined as:

Maple Road between Niagara Falls Blvd to Transit Road
Wehrle Drive between Harlem Road and Transit Road

The NYS Project Managers are defined as:

Ed Mark
NYS Department of Transportation
50 Wolf Road, Albany, NY 12232
P: 718-938-3869
Edward.Mark@dot.ny.gov

Robyn Marquis
NYSERDA
1359 Broadway, 19th Floor, New York, NY 10018
P: 212-971-5342 x3112 / F: 518-862-1091
Robyn.Marquis@nyserda.ny.gov

TASK 0: PROJECT MANAGEMENT

Responsibility. Regardless of subcontracting arrangements, the Contractor shall be responsible for the timely completion of all the tasks in the SOW per the Project Schedule included herein. The Contractor shall provide all project management activities necessary for the performance of this SOW, as per the Project Schedule and Budget, which shall include the following activities:

- Coordinate the work of the Contractor's employees and those of subcontractors and equipment vendors that are undertaking tasks described in this SOW;
- Ensure control over the Project Budget and adherence to the Project Schedule; and
- Provide all project reporting to the NYS Project Managers as specified in this SOW.

Progress Reporting. The Contractor shall submit periodic Progress Reports, no less frequently than quarterly, to the NYS Project Managers no later than the 15th of the month following each reporting period. The Progress Reports shall include information on the following subjects in the order indicated, with appropriate explanation and discussion:

a. Name of contractor
b. Title of the project.
c. Agreement number.
d. Reporting period.
e. Project progress including a summary of progress, findings, data, analyses, results and field-test results from all tasks carried out in the covered period.
f. Planned work for the next reporting period.
g. Identification of problems.
h. Planned or proposed solutions to identify problems described in (g) above.
i. Ability to meet schedule, reasons for slippage in schedule.
j. Schedule – percentage completed and projected percentage of completion of performance by calendar quarter – may be presented as a bar chart or milestone chart.
k. Budget- analysis of actual costs incurred in relation to the budget.

Project Kick-off Meeting. The Contractor shall hold a Project Kick-off Meeting within thirty days from the contract execution date. The Contractor shall coordinate with the NYS Project Managers to arrange the meeting at a mutually convenient time and place. The Contractor is encouraged to invite representatives of subcontractors and equipment vendors. The purpose of this meeting shall be to finalize the strategies for accomplishing the objectives of this work. In a timely manner, the Contractor shall submit to the NYS Project Managers a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Interim Status Meetings. The Contractor shall hold Interim Status Meetings as warranted. The Contractor shall coordinate with the NYS Project Managers to arrange the meeting at a mutually convenient time and place. The Contractor is encouraged to invite representatives from NITTEC and GBNRTC. In a timely manner, the Contractor shall submit to the NYS Project Managers a brief report summarizing the issues discussed and decisions made, if any, during this meeting.

Project Completion Meeting. The Contractor shall conduct a Project Completion Meeting, it shall occur within time period covering 15 days prior to and 15 days following the submission of the draft Final Report. The Contractor shall coordinate with the NYS Project Managers to arrange the meeting at a mutually convenient time and place.

SPR Quarterly Status Reports. This project is funded in part by the Federal Highway Administration (FHWA) through NYSDOT's State Planning and Research (SPR) Program. During the course of the project, the Contractor shall provide one-page SPR Quarterly Status Reports on a calendar year basis to the NYS Project Managers to be utilized in updating FHWA on the project's status. The quarterly reports shall be formatted in accordance with Attachment 1 of this Exhibit (*SPR Quarterly Status Report Format*) and are due during the first week of April, July, October, and January. These reports must be provided quarterly starting from the signing date of this agreement until acceptance of the Final Report and Project Close Out.

Subcontracts. The Contractor shall draft and execute a subcontract with North East Signal to perform the installations. The Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. An initial draft and a copy of the executed Subcontract shall be provided to the NYS Project Managers.

Teaming Agreements. The Contractor shall draft and execute Teaming Agreements with NITTEC and with GBNRTC to ensure regional collaboration and facilitate future deployments in the region. Each Teaming Agreement shall clearly identify the role and responsibilities of this project team member to the project efforts and amount of cost share being provided. Estimates of cost share shall be provided by the project team member to be included in the Contractor's invoices. Copies of the executed Teaming Agreements shall be provided to the NYS Project Managers.

Host Site Agreements. The Contractor shall execute a Host Site Agreement with each location that will host technology procured under Task 2. The Host Site Agreement shall clearly define rights and responsibilities including, but not limited to: installation; operation and maintenance; access by the Contractor, Subcontractor, NYSERDA, and NYSDOT; terms; final ownership/disposition; insurance; indemnification (including a provision by which the site owner disclaims any liability against NYS for any damages or losses occurring by virtue of the equipment being installed, operated, or removed); publicity (including, but not limited to; unlimited rights to take, use and publish photographs of the equipment and site; posting of project success information on NYSERDA's and NYSDOT's websites); payments and costs.

Equipment Disposition Plan. The Contractor shall procure under Task 2 the set of technologies (herein "Equipment"). The Equipment titles shall vest in the Town of Amherst upon installation to allow for continued operation beyond the contract term as specified in Exhibit B, Section 2.03.

Contract References. Although this project is contracted directly by NYSERDA, the Project Work is being administered under a NYSDOT/NYSERDA Research Partnership Agreement, Contract Number (C031105) (Exhibit F to this Agreement), which governs authorized work by NYSERDA on behalf of the NYSDOT. In addition to the NYSERDA Agreement Number (153296), the NYSDOT Task Assignment Number (SR-20-10), SPR PIN (SR20.10.882) and the Catalog of Federal Domestic Assistance Number (20.205) must be referenced in all correspondence and invoices submitted for this effort.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Annual Metrics Reports. On an annual basis, the Contractor shall submit, to NYSERDA's Project Manager, a prepared analysis and summary of metrics addressing the anticipated energy, environmental and economic benefits that are realized by the project. All estimates shall reference credible sources and estimating procedures, and all assumptions shall be documented. Reporting shall commence the first calendar year after the contract was executed. Reports shall be submitted by January 31st for the previous calendar year's activities (i.e. reporting period). The Contractor shall provide metrics in accordance with a web-based form to be provided by NYSERDA.

Task 0 Deliverables:

(1) Written periodic Progress Reports
(2) Project Meetings and Minutes
(3) SPR Quarterly Status Reports
(4) Executed Subcontract
(5) Executed Teaming Agreements
(6) Executed Host Site Agreement(s), as needed
(7) Annual Metrics Reports

TASK 1: PROJECT PREPARATION

The Contractor shall coordinate with the Subcontractor to complete the necessary steps to prepare for equipment purchase and installation, as outlined below. The Contractor shall be responsible for item (a) and shall direct the Subcontractor to perform items (b)-(h).

a. Obtain a work permit from Erie County for all construction actives within County rights-of-way
b. Obtain an electrical permit from the Contractor's Building Department
c. Subcontractor obtain signal plans and signal timings from the Contractor
d. Submit a safety plan that is acceptable to the Contractor
e. Submit all equipment staging areas to the Contractor for review and approval
f. Confirm that equipment be installed per manufacture specifications at the Project Site
g. Subcontractor prepare and submit work zone plans with description of operations to the Contractor and Erie County for their review and approval
h. Submit equipment list for review and approval by the Contractor, prior to purchase

Task 1 Deliverables:

(8) Copies of permit and other required approvals
(9) Technical memo with safety and work zone plans, in PDF format

TASK 2: MATERIALS, SUPPLY, AND EQUIPMENT

The Contractor shall direct the Subcontractor to purchase from suppliers all necessary materials, supplies, and equipment to complete the Subcontractor's scope of work approved in Task 1 (items b-h), and to inventory all purchases to assure correct quantity and items are delivered in working order. The Contractor shall direct the Subcontractor to make such purchases in accordance with Exhibit B, Section 5.02 of this Agreement.

The Contractor shall require the Subcontractor to familiarize themselves with installation and deployment instructions from all suppliers and to review all Project Sites to assure the Subcontractor has the equipment necessary to complete the installation of equipment. If Subcontractor's equipment is insufficient, the Contractor shall ensure, through its Subcontract, that it is the Subcontractor's responsibility to purchase or rent equipment necessary to satisfactorily complete the project.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Task 2 Deliverables:

(10)Proof of equipment purchases, such as receipts, to be included in invoices

(11) Final inventory of purchased equipment, in Excel format

TASK 3: INSTALLATION

The Contractor shall coordinate with the Subcontractor to complete the equipment installation, and shall direct the Subcontractor to:

- Notify the Contractor and County of Erie at least three (3) days prior to on-site work;
- Mobilize at each location/intersection within the Project Site and establish a safe work area for workers, passing motorists, and all other modes of traffic;
- Install signal cabinet infrastructure as needed.

The Contractor shall direct the Subcontractor to install signal controllers, SmartLink Hub/Processor, TrafficLink, communications, processors, SmartView 360 cameras and housings, mounting poles, all wiring and appurtenances in accordance to the itemized bid form awarded by the Contractor, and shall ensure that the Subcontractor installs signal software with testing and provision service with existing signal timings programmed.

The Contractor shall require the Subcontractor to coordinate installations with Contractor's Signal Crews and provide installation instruction, installation training, and maintenance instruction to Town Staff in the field, as needed.

Task 3 Deliverables:

(12) Proof of equipment installations, such as photos of the sites

(13) Interim memo detailing any issues encountered, detailed instruction guide(s), and trainings given, in PDF format

TASK 4: ATSPM INTEGRATION

The Contractor shall oversee the integration of the Automated Traffic Signal Performance Measures (ATSPM) and shall direct the Subcontractor to:

a. Verify communications between networks and validate that the Contractor has access to the ATSPM data files
b. Create traffic signals and applicable configurations within TrafficLink platform
c. Perform end-to-end testing of data ingestion, publish raw data to Miovision TrafficLink, and generate Miovision ATSPM metrics
d. Invite all required users to TrafficLink platform to begin use of system and shall provide admin access to Miovision TrafficLink to list of users provided by the Project Team
e. Provide on-site and virtual training session(s) on Miovision TrafficLink platform with key users
f. Provide a corridor summary by specific metrics and prioritize analysis for training example
g. Identify specific signal performance measures that will benefit from smart signal adjustment and timing changes. Provide an example of an ATSPM report compiled by a Miovision Traffic Engineer. The Subcontractor shall review the analysis with the Project Team and determine where changes are recommended in the system.
h. Invite all required users and Project Team to TrafficLink to begin full use of system

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

i. Provide, in a usable format, data generated to the various project team agencies so that data may be integrated into other systems, simulations, and traffic management software as hosted and operated by NYSDOT, NITTEC, and GBNRTC
j. Provide recommended timing and signal re-configuration to signals and corridors where smart signals have been deployed.
k. Work directly with NYSDOT to integrate Contractor's ATSPMs with NYSDOT's ATSMP efforts to achieve a regional modelling and signal and corridor coordination. This includes openly sharing data as referenced in Task 4i, but also linking communications, modeling, synchronization, analysis, and other traffic-related coordination necessary for a regional, multi-agency ATSPM platform.

The Contractor shall direct the Subcontractor to implement signal timing changes upon approval from the Town of Amherst.

Task 4 Deliverable:

(14) Verification of access to and training for the Miovision platform, which includes a "Clear Guide" user manual, hardware and software manuals, and the Miovision Training Video Hub
(15) Sample ATSPM report and analysis
(16) Interim memo outlining the signal timings and adjustments, in PDF format

TASK 5: DATA COLLECTION PERIOD

Starting immediately after Task 3, the Contractor shall collect one (1) month of collection using smart signal equipment strictly for counting, and not for improving traffic conditions. This is accomplished by using the current signal timing plans and virtual detection that mimics how the signal functions in a pre-project environment.

As part of Task 4, the Contractor shall activate the smart detection technology and collect data for a one (1) month to be used for analysis and identification of signal performance measures that are targeted for improvement.

After recommended timing and signal re-configuration is deployed, the Contractor shall collect one (1) month of data and observation for the Subcontractor to generate before/after traffic reporting using ATSPM, Travel Time and Video Analytic data to measure the impact of any changes made to address traffic congestion, safety, and signal operations.

Task 5 Deliverable:

(17) Collected data, in a usable format (analysis to be included in the Final Report)

****

NOTE: The Contractor shall not submit invoices for expenses greater than $297,034 from cost-reimbursable budget items covered under Tasks 0-5. Payment for Task 6, Final Deliverable, will be treated as a fixed-price milestone of $30,000 to be paid only after acceptance of the final draft of the Final Report by the NYS Project Managers.

****

TASK 6: FINAL DELIVERABLE

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Upon completion of the contract period, the Contractor shall prepare a non-proprietary/non-confidential Final Report, in accordance with Exhibit E: *Report Content Guide* and Attachment 2 to this Exhibit (*NYSDOT Requirements for the SPR Final Report)*, covering all aspects of the work performed under this Agreement; the report shall include information on the following subjects:

- Discussions of the observations and findings and recommendations, if any, from all tasks, and avenues for further improvements, as appropriate;
- Discussions of the project results and lessons learned regarding configuration, capabilities, and benefits of the project; and
- Environmental, and economic benefits, and implementation scenarios associated with such.

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The Contractor must obtain and submit to NYSERDA the copyright owner's written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication. For each figure and table, the Contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

Federal and New York State law requires that all NYSERDA documents appearing on NYSERDA's website be made accessible. Therefore, authors are required to provide Alt Text for all images in documents published by NYSERDA, in accordance with Section 508 of the Americans with Disabilities Act. Visit NYSERDA's Resources page (nyserda.ny.gov/about/resources) for a more detailed explanation of NYSERDA's responsibilities to ensure accessibility.

A draft version of the Final Report shall be submitted electronically (Word) to the NYS Project Managers, who will provide comments to the Contractor within 30 working days after receipt of the draft. The Contractor shall prepare the Final Report in final form, reflecting these comments. Within 30 working days after receipt of the comments, the Contractor shall submit four (4) bound, color hard copies of the Final Report to the NYSDOT Project Manager and an electronic copy to each of the NYS Project Managers.

Task 6 Deliverables:

(18) Draft version of Final Report, in Word format

(19) Approved Final Report

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

PROJECT SCHEDULE

The project is estimated by the Contractor to require 15 months; individual tasks are shown below. Reasonable modifications to the schedule may be allowed without a formal contract modification, but subject to the written approval of the NYS Project Managers. Month 1 of the Schedule shall be considered the first full month after the Effective Date of the Agreement.

Tasks	Months														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Task 0	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 1			■												
Task 2				■											
Task 3					■	■									
Task 4							■	■							
Task 5									■	■	■				
Task 6										■	■	■	■	■	■

Task 0 – Project Management and Progress Reporting
Task 1 – Project Preparation
Task 2 – Materials, Supplies, & Equipment
Task 3 – Installation
Task 4 – ATSPM Integration
Task 5 – Data Collection Period
Task 6 – Final Deliverable

PROJECT BUDGET

It is understood and agreed that the budget for the Project Work shall be in accordance with the details provided in the Project Budget as presented below and on the following page.

Project Funding. It is understood and agreed that NY State and the Contractor are sharing the costs for the project work to be performed and that the cost share identified in the Budget shall be readily available as described therein. Any additional change of cost share by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld.

Pursuant to the terms of this Agreement, invoices shall set forth total project costs incurred during the reporting period. Costs shall be broken down into NY State funding share and cost share provided by others, and they shall be in a format consistent with the cost categories set forth in the Budget. The Contractor shall be responsible to provide adequate cost documentation for all project cost sharing from all cost sharing entities, and the total cost share per task should be in reasonable agreement with that listed below. NYSERDA reserves the right to limit the amount of progress payment made in any reporting interval to an amount commensurate to the documented cost share incurred.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Funding Source	Task 0	Task	Task 2	Task 3	Task 4	Task 5	Task 6	Cash	In-Kind	Totals
NY State	-	-	289,95	7,078	-		30,000	327,034	-	327,034
Contractor: T. of Amherst	-	-	172,35 1	4,207	-	-	-	176,558	-	176,558
Subcontractor : NE Signal	-	-	27,072	2,400	-	-	-	-	29,472	29,472
Vendor: Miovision	-	-	70,704	-	-	-	-	-	70,704	70,704
Team Member:	1,000	-	-	-	10,000	1,000	-	-	12,000	12,000
Team Member:	942	-	-	-	5000	1,000	-	-	6,942	6,942
Task Total	1,942	0	560,08	13,685	15,000	2,000	30,000	503,592	119,118	**622,710**

First Invoice. In order to be recognized as an "active project" for FHWA tracking purposes, the Contractor should submit an invoice for the first month's activities, including but not limited to efforts associated with the Project Kick-off Meeting and related project accomplishments.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

NYSERDA Budget			Solicitation/Contract No. 1		Page 1
Contractor: Town of Amherst PO Box 309, 101 W. Main St., Elbridge, NY 13060			Name of Project: Smart Signal Implementation in the Town of Amherst, TOA Project # 2019.052		
Location (where work is to be performed): Town of Amherst, NY Townwide with emphasis on Maple Road and Wehrle Drive			NYSERDA funding:		$327,034
			Total Project Cost:		$622,710
Cost Element			Total Project Cost:	Funding & Co-funding via NYSERDA	Cost-sharing & Other Co-funding + In-Kind
1. Labor (specify names or titles)	Quantity	Labor Cost/Unit			
* Labor rates are set using NYS wage rate for a Linemen Technician					
Total Labor					
2. Direct Materials, Supplies, Equipment, and Other Costs					
Vendor, Part Description, Qty, Unit Price, Cost Basis					
3. Travel			Included		
Total Travel					
4. Final Deliverable			$ 30,000	$ 30,000	
5. Subcontractors/Consultants					
NorthEast Signals:					
Communications Hub & Processor + Cellular Communications			$ 128,019	$ 80,292.47	$ 47,726.11
AI Detection Processor			$ 246,445	$ 154,568.66	$ 91,876.13
Astro-Brack, Stellar Series, Cable Mount 110"			$ 2,257	$ 1,415.59	$ 841.43
2070 1C Linux CPU			$ 72,225	$ 45,298.99	$ 26,925.87
Auxiliary Cabinet			$ 10,157	$ 6,370.17	$ 3,786.45
Mounting Poles for Cameras			$ 2,257	$ 1,415.59	$ 841.43
Equipment Installation			$ 11,285	$ 7,077.97	$ 4,207.17
UPS, Freight Shipping			$ 948	$ 594.55	$ 353.40
NorthEast In-Kind:			$ 29,472		$ 29,472
Miovision			$ 70,704		$ 70,704
GBNRTC			$ 12,000		$ 12,000
NITTEC			$ 6,942		$ 6,942
Total Subcontractors/Consultants			$ 622,710	$ 327,034	$ 295,676
Total Project Cost			**$ 622,710**	**$ 327,034**	**$ 295,676**

X By checking this box I certify that hourly rates included in this budget are the same or less than the hourly rates charged to other government or commercial entities for similar work performed.

Supporting Schedule (Additional Information)		
Element No.	Item Description	Amount
1. Labor	Labor rates are set using NYS wage rate for a Linemen Technician, or $ 52.05/hr	
	Labor Estimate based on 3.3 hours per location	
	Labor costs and contractor(s) subject to competitive bidding	
2. Mat. Costs	Items do not include Materials, Supplies, Equipment, and Other Costs provided by in-kind contrubtions from Contractor and Subcontractor	$ 503,592
	Item costs and contractor(s) subject to competitive bidding	
3. Travel	Travel cost is included in Element #2.	
4. Final	Final Deliverable cost is not provided as it is included in the overall scope of work	
	Final payment at a fixed percentage will be held until final deliverables are satisfactory to both the Town of Amherst and NYSERDA	

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Attachment 1 to Exhibit A: SPR Quarterly Status Report Format

SPR Quarterly Status Report
(insert Reporting Quarter Dates: xx/xx/xx to xx/xx/xx)

Project Title: **C-20-10: Smart Signal Implementation in the Town of Amherst**
Project Manager: Ed Mark, NYSDOT; Robyn Marquis, NYSERDA

Budget: $503,592 Total; $327,034 NYS; $295,676 Co-funding

Project Output:
(insert one or two sentences describing the objective of this project and anticipated outputs)

Desired Outcome:
(insert one or two sentences explaining the relevance of this project to NYSDOT's priority results)
https://www.dot.ny.gov/about-nysdot/mission

Project Schedule:

Stage	Original Schedule	Current Schedule / Date
Funding Approved		
RFP Issued (PON 3345)		
Contract Executed		
Project Completed		

Project Status: as of (insert date of last day of quarter: xx/xx/xx)
(insert one or two sentences describing the overall status of this project as of the date immediately above)

Milestones Accomplished

- x (insert 3 or 4 bullets listing accomplishments for the reporting quarter only – if none, state so)
- x
- x

Planned Activities

- x (insert 3 or 4 bullets listing planned activities for the upcoming quarter)
- x
- x

General Notes (do not include in future reports): Due to the large volume of projects underway, the status report is meant to be streamlined and should be kept to one page, if possible. Typically, the information which should not change from quarter to quarter includes: Project Title; Project Manager; Budget; Project Output; Desired Outcome; and the dates in the Original Schedule column of the Project Schedule Table. All other fields should be updated to reflect activities and/or changes in the reporting quarter. Milestones Accomplished should be reported once and not carried over into successive quarters.

Attachment 2 to Exhibit A: NYSDOT Requirements for the SPR Final Report

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Copies of Final Report – Four (4) color hard copies of a bound, final report is required at the conclusion of the SPR-funded study. An electronic PDF copy of the final report is required, as well. In addition to the final report, a one page document, summarizing the project and project findings, shall be provided for technical transfer purposes. This is required in PDF format only.

Required Organization for the Final Report

Title Page (front cover) - that contains:

- The SPR Project ID number (C#) assigned by the Research & Policy Studies Section of the Policy & Planning Division;
- The name of the SPR-funded study as stated in the Task Assignment (contract);
- The words "Final Report;"
- The date (month & year) the final report is completed;
- The name(s) of the Consultant(s) / Principal Investigator(s), along with the name(s) of the organization(s) they represent and their address(es); and,
- If the final report has a security classification, it shall be noted on the title page.

Disclaimer (inside cover) - as follows:

DISCLAIMER

This report was funded in part through grant(s) from the Federal Highway Administration, United States Department of Transportation, under the State Planning and Research Program, Section 505 of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the United States Department of Transportation, the Federal Highway Administration or the New York State Department of Transportation. This report does not constitute a standard, specification, regulation, product endorsement, or an endorsement of manufacturers.

Form DOT F 1700.7 – complete the standard form *Technical Report Documentation Page* used throughout the country to summarize federally funded transportation projects.

Table of Contents

Executive Summary - a non-technical summary of the planning and/or research and its findings.

Introduction – a discussion of the problem, its background, and a concise history of research previously completed on the topic, and a discussion of what NYSDOT policies, procedures, and practices are currently in place related to the research topic.

Research Method – a description of the methods used in conducting the research.

Findings and Conclusions – a discussion on the analysis of the data (findings) and the conclusions reached based on the findings. Suggestions for additional research, if appropriate, would appear in this section.

Statement on Implementation – a brief discussion on what would need to occur to introduce the results into practice, and a discussion on possible technology transfer activities.

Appendices – as appropriate

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

EXHIBIT B

GENERAL CONTRACT PROVISIONS, TERMS AND CONDITIONS

Article I

Definitions

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined below shall have, for all purposes of this Agreement, the respective meanings set forth below, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined.

(a) General Definitions:

Agreement: This Agreement shall consist of Page One and Exhibits noted thereon, all of which are made a part hereof as if set forth here in full.

Budget: The Budget set forth at Exhibit A hereto.

Cash-based Expenses: Those obligations of Contractor that shall be settled in cash.

Contract Administrator: NYSERDA's Director of Contract Management, Cheryl M. Glanton, or such other person who may be designated, in writing, by NYSERDA.

Contract Information: Recorded information regardless of form or characteristic first produced in the performance of this Agreement, that is specified to be compiled under this Agreement, specified to be delivered under this Agreement, or that is actually delivered in connection with this Agreement, and including the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable.

Expiration Date: The date, located on Page One, Item No. 7, beyond which any funding balances will be disencumbered, unless NYSERDA, in its sole discretion, elects to extend. Any extensions of this date are only effective if in writing.

Major Equipment: An article of non-expendable, tangible personal property, which stands alone, is complete in itself, and does not lose its identity having a useful life of more than one year and an acquisition cost that equals or exceeds $5,000.

Proprietary Information: Recorded information regardless of form or characteristic, produced or developed outside the scope of this Agreement and without NYSERDA financial support, provided that such information is not generally known or available from other sources without obligation concerning their confidentiality; has not been made available by the owner to others without obligation concerning its confidentiality; and is not already available to NYSERDA without obligation concerning its confidentiality. Under no circumstances shall any information included in the Final

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Report delivered by Contractor pursuant to Exhibit A, Statement of Work, if applicable, be considered Proprietary Information.

Person: An individual, a corporation, an association or partnership, an organization, a business or a government or political subdivision thereof, or any governmental agency or instrumentality.

Responsible: Responsible or Responsibility means the financial ability, legal capacity, integrity and past performance of Contractor and as such terms have been interpreted relative to public procurements. See NYS Finance Law Section 163(1)(c).

Statement of Work: The Statement of Work attached hereto as Exhibit A.

Subcontract: An agreement for the performance of Work by a Subcontractor, including any purchase order for the procurement of permanent equipment or expendable supplies in connection with the Work.

Subcontractor: A person who performs Work directly or indirectly for or on behalf of the Contractor (and whether or not in privity of contract with the Contractor) but not including any employees of the Contractor or the Subcontractors.

Work: The Work described in the Exhibit A (including the procurement of equipment and supplies in connection therewith) and the performance of all other requirements imposed upon the Contractor under this Agreement

Article II

Performance of Work

Section 2.01. Manner of Performance. Subject to the provisions of Article XII hereof, the Contractor shall perform all of the Work described in the Statement of Work, or cause such Work to be performed in an efficient and expeditious manner and in accordance with all of the terms and provisions of this Agreement. The Contractor shall perform the Work in accordance with the current professional standards and with the diligence and skill expected for the performance of work of the type described in the Statement of Work. The Contractor shall furnish such personnel and shall procure such materials, machinery, supplies, tools, equipment and other items as may reasonably be necessary or appropriate to perform the Work in accordance with this Agreement.

Section 2.02. Project Personnel. It is understood and agreed that the Project Director identified at Item 3, Page One of this Agreement shall be responsible for the overall supervision and conduct of the Work on behalf of the Contractor and that the persons described in the Statement of Work shall serve in the capacities described therein. Any change of Project Director by the Contractor shall be subject to the prior written approval of NYSERDA. Such approval shall not be unreasonably withheld, and, in the event that notice of approval or disapproval is not received by the Contractor within thirty (30) days after receipt of request for approval by NYSERDA, the requested

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

change in Project Director shall be considered approved. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to thirty (30) days.

Section 2.03. Title to Equipment. Purchases of Major Equipment exceeding $50,000 (in the aggregate) shall be subject to the review and approval of the New York State Department of Transportation (NYSDOT). Upon installation title shall vest in Town of Amherst to all Major Equipment purchased hereunder.

Upon the request of NYSERDA, the Contractor shall execute, acknowledge, deliver and perform, or cause to be executed, acknowledged, delivered or performed, all such bills of sale, assignments, conveyances or other documents or acts as NYSERDA or NYSDOT may reasonably request in order to assure the better vesting in and confirming to NYSDOT, its successor and assigns, of title to and possession of such equipment.

Title shall vest in the Contractor to any equipment purchased under this Agreement that does not qualify as Major Equipment and has not been identified by the Project Manager for NYSDOT to retain title in.

Article III

Deliverables

Section 3.01. Deliverables. All deliverables shall be provided in accordance with the Exhibit A, Statement of Work.

Article IV

Payment

Section 4.01. Payment Terms.
It is understood and agreed that NYSERDA and the Contractor are sharing the costs for the Work to be performed.
In consideration for this Agreement and as NYSERDA's full payment for the costs of the performance of all Work, and in respect of all other direct and indirect costs, charges or expenses incurred in connection therewith, NYSERDA shall pay to the Contractor amounts not to exceed the maximum amount set forth in Item 5, Page One of this Agreement for the cost elements identified in the Budget to be funded with NYSERDA funds, subject to the provisions and restrictions contained herein, including, without limitation, the Prompt Payment Policy Statement attached hereto as Exhibit D.
NYSERDA is not obligated to make any payments beyond the Expiration Date of this contract. Any funding balances will be disencumbered at that time, unless NYSERDA, in its sole discretion, elects to extend the Expiration Date. Any changes to expiration dates will be effective only if in writing. NYSERDA's payments shall be on a reimbursement basis, and shall be paid only to the extent that Cash-based Expenses are incurred by the

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Contractor in performance of the Work in accordance with the provisions of this Agreement, and the following:

(a) Billing Rates: The Contractor shall be reimbursed for the services performed by its employees under the terms of this Agreement at the lesser of employee's billing rate set forth in the Budget or the employee's billing rate applicable at the time the Work is performed. Such billing rates shall be inclusive of actual Cash-based Expenses in the form of wages paid the employee, fringe benefits, overhead, general and administrative (G&A), and other indirect costs. Contractor hereby warrants and guarantees that the billing rates charged herein are Contractor's customary billing rates for performance of work of the type described in the Statement of Work attached hereto.

(b) Direct Charges: To the extent Cash-based Expenses are incurred by the Contractor, the Contractor shall be reimbursed for reasonable and necessary actual direct costs incurred (e.g., equipment, supplies, travel and other costs directly associated with the performance of the Agreement) to the extent required in the performance of the Work and to the extent such costs are anticipated in the Budget. Travel, lodging, meals and incidental expenses shall be reimbursed for reasonable and necessary costs incurred. Costs should generally not exceed the daily per diem rates published in the Federal Travel Regulations. Reimbursement for the use of personal vehicles shall be limited to the Internal Revenue Service business standard mileage rate in effect at the time the expense was incurred.

Section 4.02. Progress Payments.

(a) Invoicing: The Contractor may submit invoices for progress payments no more than once each month and no less than once each calendar quarter for Work performed during such period. Invoices shall be submitted electronically to NYSERDA's online invoice system at: https://services.nyserda.ny.gov/Invoices/ or, if this project is managed through NYSERDA's Salesforce application, via NYSERDA's Salesforce Contractor Portal with the Contractor's log-in credentials. If electronic submission is not possible, invoices may be addressed to NYSERDA, "Attention: Accounts Payable." Such invoices shall reference the purchase order number, which will be generated and provided to the Contractor upon contract execution, and the Agreement number shown at Item 1 on page 1 of this Agreement. Invoices shall be inclusive of the total project costs incurred, delineated into NYSERDA's Funding share and the Cost-Share and Other Co-funding share, if applicable, and they shall be in a format consistent with the cost categories set forth in the Budget. Invoices shall be itemized and provide reasonable documentation for the above to provide evidence of costs incurred. If a wage rate or billing rate is used, Contractor must certify on its invoice that such rate represents the lesser of: (i) the actual rate at the time the Work was performed, and (ii) the rate listed for each such employee listed in the Budget. NYSERDA may adjust amounts payable to correlate the proportion of NYSERDA's funding share paid to the proportion of the Work completed. Proper final invoices must be paid by NYSERDA prior to the Expiration Date of the contract.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Section 4.03. Final Payment. Upon final acceptance by NYSERDA of all deliverables contained in Exhibit A, Statement of Work, pursuant to Section 6.02 hereof, the Contractor shall submit an invoice for final payment with respect to the Work, together with such supporting information and documentation as, and in such form as, NYSERDA may require. All invoices for final payment hereunder must, under any and all circumstances, be received by NYSERDA prior to the Expiration Date of the contract. In accordance with and subject to the provisions of NYSERDA's Prompt Payment Policy Statement, attached hereto as Exhibit D, NYSERDA shall pay to the Contractor within the prescribed time after receipt of such invoice for final payment, the total amount payable pursuant to Section 4.01 hereof, less all progress payments/milestone payments previously made to the Contractor with respect thereto and subject to the maximum commitment set forth in Section 4.06 hereof.

Section 4.04. Release by the Contractor. The acceptance by the Contractor of final payment shall release NYSERDA from all claims and liability that the Contractor, its representatives and assigns might otherwise have relating to this Agreement.

Section 4.05. Maintenance of Records. The Contractor shall keep, maintain, and preserve at its principal office throughout the term of the Agreement and for a period of three years after acceptance of the Work, full and detailed books, accounts, and records pertaining to this Agreement, including without limitation, all data, bills, invoices, payrolls, time records, expense reports, subcontracting efforts and other documentation evidencing, or in any material way related to, Contractor's performance under this Agreement.

Section 4.06. Maximum Commitment. The maximum aggregate amount payable by NYSERDA to the Contractor shall be the amount appearing at Item 5 of page one of this Agreement. NYSERDA shall not be liable for any costs or expenses in excess of such amount incurred by the Contractor in the performance and completion of the Work.

Section 4.07. Audit. NYSERDA shall have the right from time to time and at all reasonable times during the term of this Agreement and for the maintenance period set forth in Section 4.05 hereof to inspect and audit any and all books, accounts and records related to this Agreement or reasonably necessary to the performance of an audit at the office or offices of the Contractor where they are then being kept, maintained and preserved pursuant to Section 4.05 hereof. Any payment made under the Agreement shall be subject to retroactive reduction for amounts included therein which are found by NYSERDA on the basis of any audit of the Contractor by NYSERDA, the State of New York or an agency of the United States not to constitute an allowable charge or cost hereunder.

Article V

Assignments, Subcontracts and Performance

Section 5.01. General Restrictions. Except as specifically provided otherwise in this Article, the assignment, transfer, conveyance, subcontracting or other disposal of this

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Agreement or any of the Contractor's rights, obligations, interests or responsibilities hereunder, in whole or in part, without the express consent in writing of NYSERDA shall be void and of no effect as to NYSERDA.

Section 5.02. Subcontract Procedures. Without relieving it of, or in any way limiting, its obligations to NYSERDA under this Agreement, the Contractor may enter into Subcontracts for the performance of Work or for the purchase of materials or equipment. Prior to beginning any Work, Contractor shall notify the NYSERDA Project Manager of all subcontractors performing work under the Agreement, as well as all changes in subcontractors throughout the term of the Agreement. Except for a subcontractor or supplier specified in a team arrangement with the Contractor in the Contractor's original proposal, and except for any subcontract or order for equipment, supplies or materials from a single subcontractor or supplier totaling less than $50,000, the Contractor shall select all subcontractors or suppliers through a process of competitive bidding or multi-source price review. A team arrangement is one where a subcontractor or supplier specified in the Contractor's proposal is performing a substantial portion of the Work and is making a substantial contribution to the management and/or design of the Project. In the event that a competitive bidding or multi-source price review is not feasible, the Contractor shall document an explanation for, and justification of, a sole source selection. The Contractor shall document the process by which a subcontractor or supplier is selected by making a record summarizing the nature and scope of the work, equipment, supplies or materials sought, the name of each person or organization submitting, or requested to submit, a bid or proposal, the price or fee bid, and the basis for selection of the subcontractor or supplier. An explanation for, and justification of, a sole source selection must identify why the work, equipment, supplies or materials involved are obtainable from or require a subcontractor with unique or exceptionally scarce qualifications or experience, specialized equipment, or facilities not readily available from other sources, or patents, copyrights, or proprietary data. All Subcontracts shall contain provisions comparable to those set forth in this Agreement applicable to a subcontractor or supplier, and those set forth in Exhibit C to the extent required by law, and all other provisions now or hereafter required by law to be contained therein. Each Subcontract shall make express reference to this Agreement, and shall state that in the event of any conflict or inconsistency between any Subcontract and this Agreement, the terms and conditions of this Agreement shall control as between Subcontractor and Contractor. For each Subcontract valued at $100,000 or more, the Contractor shall obtain and maintain, pursuant to Section 4.05, a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form from such Subcontractor prior to the execution of the Subcontract. Such form shall be made available to the Contractor by NYSERDA. Each such Subcontract shall contain a provision whereby the Subcontractor warrants and guarantees that there is and shall be no actual or potential conflict of interest that could prevent the Subcontractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of the Subcontract and that the Subcontractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest. If this Agreement includes a provision requiring Contractor to make Payments to NYSERDA for the Sale or Licensing of a Product, each Subcontract shall include the provisions of Section 8.02, suitably modified to identify the parties. The Contractor shall submit to NYSERDA's Contract Administrator for review

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

and written approval any subcontract(s) specified in the Statement of Work as requiring NYSERDA approval, including any replacements thereof.

Section 5.03. Performance. The Contractor shall promptly and diligently comply with its obligations under each Subcontract and shall take no action that would impair its rights thereunder. The Contractor shall take no action, and shall take all reasonable steps to prevent its Subcontractors from taking any action, that would impair NYSERDA's rights under this Agreement. The Contractor shall not assign, cancel or terminate any Subcontract without the prior written approval of NYSERDA's Contract Administrator as long as this Agreement remains in effect. Such approval shall not be unreasonably withheld and, in the event that notice of approval or disapproval is not received by the Contractor within thirty days after receipt of request for approval by NYSERDA, the requested assignment, cancellation, or termination of the Subcontract shall be considered approved by NYSERDA. In the event that NYSERDA requires additional time for considering approval, NYSERDA shall notify the Contractor within thirty (30) days of receipt of the request for approval that additional time is required and shall specify the additional amount of time necessary up to sixty (60) days.

Article VI

Schedule; Acceptance of Work

Section 6.01. Schedule. The Work shall be performed as expeditiously as possible in conformity with the schedule requirements contained herein and in the Statement of Work. The draft and final versions of all deliverables shall be submitted by the dates specified in the Exhibit A Schedule. It is understood and agreed that the delivery of the draft and final versions of such deliverables by the Contractor shall occur in a timely manner and in accordance with the requirements of the Exhibit A Schedule and Project Period noted in Item No. 7 of this Agreement.

Section 6.02. Acceptance of Work. The completion of the Work shall be subject to acceptance by NYSERDA in writing of all deliverables as defined in Exhibit A, Statement of Work.

Article VII

Force Majeure

Section 7.01. Force Majeure. Neither party hereto shall be liable for any failure or delay in the performance of its respective obligations hereunder if and to the extent that such delay or failure is due to a cause or circumstance beyond the reasonable control of such party, including, without limitation, acts of God or the public enemy, expropriation or confiscation of land or facilities, compliance with any law, order or request of any Federal, State, municipal or local governmental authority, acts of war, rebellion or sabotage or damage resulting therefrom, fires, floods, storms, explosions, accidents, riots, strikes, or the delay or failure to perform by any Subcontractor by reason of any cause or circumstance beyond the reasonable control of such Subcontractor.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Article VIII

Rights in Information; Confidentiality

Section 8.01. Rights in Contract and Proprietary Information; Confidentiality.

(a) NYSERDA shall have the right to use, duplicate, or disclose Contract Information, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) The Contractor shall have the right to use Contract Information for its private purposes, subject to the provisions of this Agreement.

(c) NYSERDA shall have no rights to any Proprietary Information.

(d) No information shall be treated by NYSERDA as confidential unless such information is clearly so marked by Contractor at the time it is disclosed to NYSERDA; see Exhibit C regarding NYSERDA's obligations under the Freedom of Information Law. Under no circumstances shall any information included in the Final Report delivered by Contractor pursuant to Exhibit A, Statement of Work, be considered confidential or Proprietary Information.

(e) The Contractor agrees that to the extent it receives or is given any information from NYSERDA or a NYSERDA contractor or subcontractor, the Contractor shall treat such data in accordance with any restrictive legend contained thereon or instructions given by NYSERDA, unless another use is specifically authorized by prior written approval of the NYSERDA Project Manager. Contractor acknowledges that in the performance of the Work under this Agreement, Contractor may come into possession of personal information as that term is defined in Section 92 of the New York State Public Officers Law. Contractor agrees not to disclose any such information without the consent of NYSERDA.

(f) In conjunction with Contractor's performance of the Project, NYSERDA or other entities may furnish Contractor with certain information concerning the Work that is collected and stored by, or on behalf of, NYSERDA and is either non-public, confidential or proprietary in nature as classified per the policies and procedures outlined in the New York State Information Classification Policy (NYS-S14-002[7]) and the New York State Information Security Controls Standard[8] (the "Information"), identified as such by the Project Manager in writing.

The Information will be kept confidential and will not, without NYSERDA's prior written consent, be disclosed by Contractor, Contractor's agents, employees, contractors or professional advisors, in any manner whatsoever, in whole or in part, and will not be used by Contractor, Contractor's agents, employees, contractors or professional advisors other than in connection with the Work. Contractor agrees to transmit the Information only to Contractor's agents, employees, contractors and

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

professional advisors who need to know the Information for that purpose and who are informed by Contractor of the confidential nature of the Information and who will agree in writing to be bound by the terms and conditions of this Agreement.

Contractor shall conform to requirements of the New York State Information Technology Services (ITS) Information Security Policy (NYS-P03-0029) and any amendments thereto, to maintain the security of and to prevent unauthorized access to Information that is maintained in electronic form on your systems. Such measures shall include:

a. Access Control on Servers, Systems, Apps, Databases, i.e., role-based permissions, authentication, authorization, and password policy;
b. Network Security, i.e., isolation of Information, secure V-LANS, Firewalls;
c. Patch Management, i.e., formal patch cycles and maintenance process;
d. Malware Prevention, i.e., anti-virus, anti-spyware, vulnerability assessments, penetration testing, audits;
e. Encryption of Information in transit and Information in storage on desktops, backups, and removable media;
f. Change Control to ensure that new and modified system software are authorized, tested, and implemented accurately;
g. Security Event Logging/Monitoring that provides real time alerting of security events
h. IDS, WS, Website Monitoring of websites for compromise indicators which indicates website defacements, compromises or inappropriate content (Application/Host/Network IDS and IPS);
i. Web Application scanning that is performed on code and application in compliance with Open Web Application Security project (OWASP) and SANS (SysAdmin, Audit, Network, and Security) Institute standards.

Contractor will keep a record of the location of the Information. At the conclusion of the Project Period, Contractor will return to NYSERDA all the Information and/or provide proof to NYSERDA that the Information was destroyed. Contractor also agrees to submit to an audit of its data security/destruction practices by NYSERDA or its representative during the contract term and for up to two (2) years following the expiration of the Agreement.

(g) If, in the course of performance of the Agreement, Contractor or Subcontractors (if any) encounter any information in NYSERDA's Salesforce or other database platforms that a reasonable person would identify as unrelated to the Agreement or otherwise inadvertently produced to Contractor or Subcontractors, Contractor shall notify NYSERDA immediately and neither Contractor nor Subcontractor shall use such inadvertently produced information for its own use. Any Contractor access to NYSERDA information shall be used solely for NYSERDA-related matters. This shall include, but not be limited to, access to the Salesforce CRM.

Article IX

Warranties and Guarantees

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Section 9.01. Warranties and Guarantees. The Contractor warrants and guarantees that:

(a) all information provided and all representations made by Contractor as a part of the Proposal Checklist or application, if any, submitted to NYSERDA in order to obtain this Agreement were, to the best of Contractor's knowledge, complete, true and accurate when provided or made;

(b) as of the Effective Date, it is financially and technically qualified to perform the Work, and is qualified to do business and is in good standing in all jurisdictions necessary for Contractor to perform its obligations under this Agreement;

(c) it is familiar with and will comply with all general and special Federal, State, municipal and local laws, ordinances and regulations, if any, that may in any way affect the performance of this Agreement;

(d) the design, supervision and workmanship furnished with respect to performance of the Work shall be in accordance with sound and currently accepted scientific standards and engineering practices;

(e) all materials, equipment and workmanship furnished by it and by Subcontractors in performance of the Work or any portion thereof shall be free of defects in design, material and workmanship, and all such materials and equipment shall be of first-class quality, shall conform with all applicable codes, specifications, standards and ordinances and shall have service lives and maintenance characteristics suitable for their intended purposes in accordance with sound and currently accepted scientific standards and engineering practices;

(f) neither the Contractor nor any of its employees, agents, representatives or servants has actual knowledge of any patent issued under the laws of the United States or any other matter which could constitute a basis for any claim that the performance of the Work or any part thereof infringes any patent or otherwise interferes with any other right of any Person;

(g) to the best of Contractor's knowledge, there are no existing undisclosed or threatened legal actions, claims, or encumbrances, or liabilities that may adversely affect the Work or NYSERDA's rights hereunder;

(h) it has no actual knowledge that any information or document or statement furnished by the Contractor in connection with this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement not misleading, and that all facts have been disclosed that would materially adversely affect the Work;

(i) all information provided to NYSERDA with respect to State Finance Law Sections 139-j and 139-k is complete, true and accurate;

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

(j) Contractor is familiar with and will comply with NYSERDA's *Code of Conduct for Contractors, Consultants, and Vendors* with respect to the performance of this Agreement, including, but not limited to, the provisions that ensure the appropriate use of public funds by requiring Contractors, Consultants and Vendors to refrain from policy advocacy on behalf of NYSERDA unless explicitly authorized, and in the manner described, under the terms of their Agreement; and to refrain from providing advocacy positions or opinions of their own that could be construed as those of NYSERDA (http://www.nyserda.ny.gov/-/media/Files/About/Board-Governance/NYSERDA-Code-of-Conduct-Contractors.pdf); and

(k) its rates for the indirect costs charged herein have been determined based on the Contractor's reasonably anticipated indirect costs during the term of the Agreement and calculated consistent with generally accepted accounting principles.

(l) Contractor shall at all times during the Agreement term remain Responsible, and Contractor agrees, if requested by NYSERDA, 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.

(m) Contractor represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this Agreement. The Contractor shall have a duty to notify NYSERDA immediately of any actual or potential conflicts of interest.

Article X

Indemnification

Section 10.01. Indemnification. The Contractor shall protect, indemnify and hold harmless NYSERDA, NYSDOT, and the State of New York from and against all liabilities, losses, claims, damages, judgments, penalties, causes of action, costs and expenses (including, without limitation, attorneys' fees and expenses) imposed upon or incurred by or asserted against NYSERDA or the State of New York resulting from, arising out of or relating to Contractor's or its Subcontractors' performance of this Agreement. The obligations of the Contractor under this Article shall survive any expiration or termination of this Agreement, and shall not be limited by any enumeration herein of required insurance coverage.

Article XI

Insurance

Section 11.01. Maintenance of Insurance; Policy Provisions. The Contractor, at no additional direct cost to NYSERDA, shall maintain or cause to be maintained throughout the term of this Agreement, insurance of the types and in the amounts

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

specified in the Section hereof entitled Types of Insurance. All such insurance shall be evidenced by insurance policies, each of which shall:

(a) except policies in evidence of insurance required under Section 11.02(b), name or be endorsed to cover NYSERDA, NYSDOT, and the State of New York as additional insureds;

(b) provide that such policy may not be cancelled or modified until at least 30 days after receipt by NYSERDA of written notice thereof; and

(c) be reasonably satisfactory to NYSERDA in all other respects.

Section 11.02. Types of Insurance. The types and amounts of insurance required to be maintained under this Article are as follows:

(a) Commercial general liability insurance for bodily injury liability, including death, and property damage liability, incurred in connection with the performance of this Agreement, with minimum limits of $1,000,000 in respect of claims arising out of personal injury or sickness or death of any one person, $1,000,000 in respect of claims arising out of personal injury, sickness or death in any one accident or disaster, and $1,000,000 in respect of claims arising out of property damage in any one accident or disaster; and

(b) Workers Compensation, Employers Liability, and Disability Benefits as required by New York State.

Section 11.03. Delivery of Policies; Insurance Certificates. Prior to commencing the Work, the Contractor shall deliver to NYSERDA certificates of insurance issued by the respective insurers, indicating the Agreement number thereon, evidencing the insurance required by Article XI hereof.
In the event any policy furnished or carried pursuant to this Article will expire on a date prior to acceptance of the Work by NYSERDA pursuant to the section hereof entitled Acceptance of Work, the Contractor, not less than 15 days prior to such expiration date, shall deliver to NYSERDA certificates of insurance evidencing the renewal of such policies, and the Contractor shall promptly pay all premiums thereon due. In the event of threatened legal action, claims, encumbrances, or liabilities that may affect NYSERDA hereunder, or if deemed necessary by NYSERDA due to events rendering a review necessary, upon request the Contractor shall deliver to NYSERDA a certified copy of each policy.

Article XII

Stop Work Order; Termination; Non-Responsibility

Section 12.01. Stop Work Order.

(a) NYSERDA may at any time, by written Order to the Contractor, require the Contractor to stop all or any part of the Work called for by this Agreement for a period of

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

up to ninety (90) days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. Any such order shall be specifically identified as a Stop Work Order issued pursuant to this Section. Upon receipt of such an Order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of work stoppage consistent with public health and safety. Within a period of ninety (90) days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, NYSERDA shall either:

(i) by written notice to the Contractor, cancel the Stop Work Order, which shall be effective as provided in such cancellation notice, or if not specified therein, upon receipt by the Contractor, or

(ii) terminate the Work covered by such order as provided in the Termination Section of this Agreement.

(b) If a Stop Work Order issued under this Section is cancelled or the period of the Order or any extension thereof expires, the Contractor shall resume Work. An equitable adjustment shall be made in the delivery schedule, the estimated cost, the fee, if any, or a combination thereof, and in any other provisions of the Agreement that may be affected, and the Agreement shall be modified in writing accordingly, if:

(i) the Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Agreement, and

(ii) the Contractor asserts a claim for such adjustments within 30 days after the end of the period of Work stoppage; provided that, if NYSERDA decides the facts justify such action, NYSERDA may receive and act upon any such claim asserted at any time prior to final payment under this Agreement.

(c) If a Stop Work Order is not cancelled and the Work covered by such Order is terminated, the reasonable costs resulting from the Stop Work Order shall be allowed by equitable adjustment or otherwise.

(d) Notwithstanding the provisions of this Section 12.01, the maximum amount payable by NYSERDA to the Contractor pursuant to this Section 12.01 shall not be increased or deemed to be increased except by specific written amendment hereto.

Section 12.02. Termination.

(a) This Agreement may be terminated by NYSERDA at any time during the term of this Agreement with or without cause, upon ten (10) days prior written notice to the Contractor. In such event, payment shall be paid to the Contractor for Work performed and expenses incurred prior to the effective date of termination in accordance with the provisions of the Article hereof entitled Payment and in reimbursement of any amounts required to be paid by the Contractor pursuant to Subcontracts; provided,

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

however, that upon receipt of any such notice of termination, the Contractor shall cease the performance of Work, shall make no further commitments with respect thereto and shall reduce insofar as possible the amount of outstanding commitments (including, to the extent requested by NYSERDA, through termination of subcontracts containing provisions therefore). Articles VIII, IX, and X shall survive any termination of this Agreement, and Article XVII shall survive until the payment obligations pursuant to Article VIII have been met.

(b) NYSERDA specifically reserves the right to terminate this agreement upon its determination of excessive project schedule lapses or delays. NYSERDA also reserves the right to deny schedule extensions for project completion beyond those to which the parties agreed upon the initial execution of the agreement.

(c) NYSERDA specifically reserves the right to terminate this agreement in the event that the certification filed by the Contractor in accordance with State Finance Law Sections 139-j and 139-k is found to have been intentionally false or intentionally incomplete, or that the certification filed by the Contractor in accordance with New York State Tax Law Section 5-a is found to have been intentionally false when made. Terminations under this subsection (b) will be effective upon Notice.

(d) Nothing in this Article shall preclude the Contractor from continuing to carry out the Work called for by the Agreement after receipt of a Stop Work Order or termination notice at its own election, provided that, if the Contractor so elects: (i) any such continuing Work after receipt of the Stop Work Order or termination notice shall be deemed not to be Work pursuant to the Agreement, and (ii) NYSERDA shall have no liability to the Contractor for any costs of the Work continuing after receipt of the Stop Work Order or termination notice.

Section 12.03 Suspension or Termination for Non-Responsibility.

(a) Suspension. NYSERDA, in its sole discretion, reserves the right to suspend any or all activities under this Agreement, at any time, when it discovers information that calls into question the Responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as NYSERDA issues a written notice authorizing a resumption of performance under the Contract.

(b) Termination. Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate NYSERDA officials or staff, this Agreement may be terminated by NYSERDA at the Contractor's expense where the Contractor is determined by NYSERDA to be non-Responsible. In such event, NYSERDA may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

Article XIII

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Independent Contractor

Section 13.01. Independent Contractor.

(a) The status of the Contractor under this Agreement shall be that of an independent contractor and not that of an agent, and in accordance with such status, the Contractor, the Subcontractors, and their respective officers, agents, employees, representatives and servants, including the Project Director, shall at all times during the term of this Agreement conduct themselves in a manner consistent with such status and by reason of this Agreement shall neither hold themselves out as, nor claim to be acting in the capacity of, officers, employees, agents, representatives or servants of NYSERDA nor make any claim, demand or application for any right or privilege applicable to NYSERDA, including, without limitation, vicarious liability, professional liability coverage or indemnification, rights or privileges derived from workers' compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit. It is understood and agreed that the personnel furnished by Contractor to perform the Work shall be Contractor's employee(s) or agent(s), and under no circumstances are such employee(s) to be considered NYSERDA's employee(s) or agent(s), and shall remain the employees of Contractor, except to the extent required by section 414(n) of the Internal Revenue Code.

(b) Contractor expressly acknowledges NYSERDA's need to be advised, on an immediate basis, of the existence of any claim or event that might result in a claim or claims against NYSERDA, Contractor and/or Contractor's personnel by virtue of any act or omission on the part of NYSERDA or its employees. Accordingly, Contractor expressly covenants and agrees to notify NYSERDA of any such claim or event, including but not limited to, requests for accommodation and allegations of harassment and/or discrimination, immediately upon contractor's discovery of the same, and to fully and honestly cooperate with NYSERDA in its efforts to investigate and/or address such claims or events, including but not limited to, complying with any reasonable request by NYSERDA for disclosure of information concerning such claim or event even in the event that this Agreement should terminate for any reason.

Article XIV

Compliance with Certain Laws

Section 14.01. Laws of the State of New York. The Contractor shall comply with all of the requirements set forth in Exhibit C hereto.

Section 14.02. All Legal Provisions Deemed Included. It is the intent and understanding of the Contractor and NYSERDA that each and every provision of law required by the laws of the State of New York to be contained in this Agreement shall be contained herein, and if, through mistake, oversight or otherwise, any such provision is not contained herein, or is not contained herein in correct form, this Agreement shall, upon the application of either NYSERDA or the Contractor, promptly be amended so as

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

to comply strictly with the laws of the State of New York with respect to the inclusion in this Agreement of all such provisions.

Section 14.03. State Requirements: The Contractor shall ensure that funds appropriated for the purposes set forth in the Agreement are expended in accordance with State requirements governing as outlined in Exhibit F, NYSDOT/NYSERDA Research Partnership Agreement

Section 14.04. Other Legal Requirements. The references to particular laws of the State of New York in this Article, in Exhibit C and elsewhere in this Agreement are not intended to be exclusive and nothing contained in such Article, Exhibit and Agreement shall be deemed to modify the obligations of the Contractor to comply with all legal requirements.

Section 14.05. Sexual Harassment Policy. The Contractor and all Subcontractors must have a written sexual harassment prevention policy addressing sexual harassment in the workplace and must provide annual sexual harassment training to all employees.

Article XV

Notices, Entire Agreement, Amendment, Counterparts

Section 15.01. Notices.

(a) All notices, requests, consents, approvals and other communications which may or are required to be given by either party to the other under this Agreement shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail, return receipt requested.

Such notices shall be addressed as follows, or to such different addresses as the parties may from time-to-time designate as set forth in paragraph (c) below:

NYSERDA
Name: Cheryl M. Glanton
Title: Director of Contract Management
Address: 17 Columbia Circle, Albany, New York 12203
Facsimile Number: (518) 862-1091
E-Mail Address: Cheryl.Glanton@nyserda.ny.gov
Personal Delivery: Reception desk at the above address

Town of Amherst
Name: Christopher P. Schregel
Title: Contractor

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Address: 5583 Main Street, Williamsville, NY, 14221-5488
Facsimile Number:
E-Mail Address: cschregel@amherst.ny.us

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

(c) 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.

Section 15.02. Entire Agreement; Amendment. This Agreement embodies the entire agreement and understanding between NYSERDA and the Contractor and supersedes all prior agreements and understandings relating to the subject matter hereof. Except for no-cost time extensions, which may be signed by NYSERDA and require no counter-signature by the Contractor, and except as otherwise expressly provided for herein, this Agreement may be changed, waived, discharged or terminated only by an instrument in writing, signed by the party against which enforcement of such change, waiver, discharge or termination is sought.

Section 15.03. Counterparts. This Agreement may be executed in counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

Section 15.04. Conflicting Terms. This Agreement is subject to Exhibit F, NYSDOT/NYSERDA Research Partnership Agreement, attached hereto and made a part hereof. In the event of a conflict between the terms of this Exhibit B and Exhibit F, Exhibit F shall prevail

Article XVI

Publicity

Section 16.01. Publicity.

(a) Publicity, which includes, but is not limited to: news conferences, news releases, public announcements, advertising, brochures, reports, discussions or presentations at conferences or meetings; and/or any document or forum that includes any reference to New York State, NYSDOT, or NYSERDA, may not be released without the prior written approval of NYSDOT and NYSERDA.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

(b) Any such Publicity or publication, presentation, or announcement shall:

(i) Acknowledge the support of NYSDOT, NYSERDA, and, if funded with Federal funds, the applicable Federal funding agency; and

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

Notwithstanding the above, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Agreement (but are not deliverable under the Agreement), provided that the Contractor first submits such manuscripts to NYSDOT and NYSERDA forty-five (45) calendar days prior to submission for consideration to a publisher in order for NYSDOT and NYSERDA to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as NYSDOT and NYSEDA deem appropriate. All derivative publications shall follow the same acknowledgements and disclaimers as described in this Section 16.01. Publicity hereof.

Furthermore, a legal notice in the nature of a disclaimer to be provided shall be affixed to any official product of work or any portion thereof distributed as a result of any project identified in an authorized project for which New York State, NYSDOT, NYSERDA, or the FHWA are providing funding. This is applicable to the release of information regarding scientific or technical developments made or conceived in the course of or under this Agreement.

Article XVII

Executory Clause

Section 17.01. Executory Clause. The Contractor hereby acknowledges that this Agreement utilizes funds obtained from the NYS Department of Transportation ("NYSDOT"). In accordance with Section 41 of the State Finance Law, NYSDOT's liability to NYSERDA to provide funds for this Agreement is limited to funds appropriated and available. Contractor further acknowledges and agrees that NYSERDA shall have no liability under this Agreement to the Contractor or to anyone else beyond funds appropriated and available for this Agreement.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

EXHIBIT C

REVISED 12/19

STANDARD TERMS AND CONDITIONS
FOR ALL NYSERDA AGREEMENTS

(Based on Standard Clauses for New York State Contracts and Tax Law Section 5-a)

The parties to the Agreement agree to be bound by the following clauses which are hereby made a part of the Agreement to the extent applicable:

1. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is an Agreement 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 Agreement 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 Agreement. If this is a building service Agreement 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 Agreement and forfeiture of all moneys due hereunder for a second subsequent violation.

2. WAGE AND HOURS PROVISIONS. If this is a public work Agreement covered by Article 8 of the Labor Law or a building service Agreement covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by NYSERDA of any NYSERDA-approved sums due and owing for work done upon the project.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

3. NON-COLLUSIVE BIDDING REQUIREMENT. In accordance with Section 2878 of the Public Authorities Law, if this Agreement was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to NYSERDA a non-collusive bidding certification on Contractor's behalf.

4. INTERNATIONAL BOYCOTT PROHIBITION. If this Agreement exceeds $5,000, the Contractor agrees, as a material condition of the Agreement, 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 Agreement's execution, such Agreement, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify NYSERDA within five (5) business days of such conviction, determination or disposition of appeal. (See and compare Section 220-f of the Labor Law, Section 139-h of the State Finance Law, and 2 NYCRR 105.4).

5. SET-OFF RIGHTS. NYSERDA shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, NYSERDA's option to withhold for the purposes of set-off any moneys due to the Contractor under this Agreement up to any amounts due and owing to NYSERDA with regard to this Agreement, any other Agreement, including any Agreement for a term commencing prior to the term of this Agreement, plus any amounts due and owing to NYSERDA for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto.

6. PROPRIETARY INFORMATION. Notwithstanding any provisions to the contrary in the Agreement, Contractor and NYSERDA acknowledge and agree that all information, in any format, submitted to NYSERDA shall be subject to and treated in accordance with the NYS Freedom of Information Law ("FOIL," Public Officers Law, Article 6). Pursuant to FOIL, NYSERDA is required to make available to the public, upon request, records or portions thereof which it possesses, unless that information is statutorily exempt from disclosure. Therefore, unless the Agreement specifically requires otherwise, Contractor should submit information to NYSERDA in a non-confidential, non-proprietary format. FOIL does provide that NYSERDA may deny access to records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise." [See Public Officers Law, § 87(2)(d)]. Accordingly, if the Agreement specifically requires submission of information in a format Contractor considers a proprietary and/or confidential trade secret, Contractor shall fully identify and plainly label the information "confidential" or "proprietary" at the time of disclosure. By so marking such information, Contractor represents that the information has actual or potential specific commercial or competitive value to the competitors of Contractor. Without limitation, information will not be considered confidential or proprietary if it is or has been (i) generally known or available from other sources without obligation concerning its confidentiality; (ii) made available by the owner

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

to others without obligation concerning its confidentiality; or (iii) already available to NYSERDA without obligation concerning its confidentiality. In the event of a FOIL request, it is NYSERDA's policy to consider records as marked above pursuant to the trade secret exemption procedure set forth in 21 New York Codes Rules & Regulations § 501.6 and any other applicable law or regulation. However, NYSERDA cannot guarantee the confidentiality of any information submitted. More information on FOIL, and the relevant statutory law and regulations, can be found at the website for the Committee on Open Government (http://www.dos.ny.gov/about/foil2.html) and NYSERDA's Regulations, Part 501 http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx

7. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. As a condition to NYSERDA's obligation to pay any invoices submitted by Contractor pursuant to this Agreement, Contractor shall provide to NYSERDA its Federal employer identification number or Federal social security number, or both such numbers when the Contractor has both such numbers. Where the Contractor does not have such number or numbers, the Contractor must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. 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 Contractor 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.

8. CONFLICTING TERMS. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit C, the terms of this Exhibit C shall control.

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

10. NO ARBITRATION. Disputes involving this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily required) without the NYSERDA's written consent, but must, instead, be heard in a court of competent jurisdiction of the State of New York.

11. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law and 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 NYSERDA's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify NYSERDA, in writing, of each and every change of address to which service of process can be

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

made. Service by NYSERDA to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

12. CRIMINAL ACTIVITY. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of any allegation previously unknown to it that the Contractor or any of its principals is under indictment for a felony, or has been, within five (5) years prior to submission of the Contractor's proposal to NYSERDA, convicted of a felony, under the laws of the United States or Territory of the United States, then NYSERDA may exercise its stop work right under this Agreement. If subsequent to the effectiveness of this Agreement, NYSERDA comes to know of the fact, previously unknown to it, that Contractor or any of its principals is under such indictment or has been so convicted, then NYSERDA may exercise its right to terminate this Agreement. If the Contractor knowingly withheld information about such an indictment or conviction, NYSERDA may declare the Agreement null and void and may seek legal remedies against the Contractor and its principals. The Contractor or its principals may also be subject to penalties for any violation of law which may apply in the particular circumstances. For a Contractor which is an association, partnership, corporation, or other organization, the provisions of this paragraph apply to any such indictment or conviction of the organization itself or any of its officers, partners, or directors or members of any similar governing body, as applicable.

13. PERMITS. It is the responsibility of the Contractor to acquire and maintain, at its own cost, any and all permits, licenses, easements, waivers and permissions of every nature necessary to perform the work.

14. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this Agreement will be in accordance with, but not limited to, the specifications and provisions of State Finance Law Section 165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted by NYSERDA.

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

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

NYS Department of Economic Development
Division for Small Business
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5884
http://www.esd.ny.gov

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

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

NYS Department of Economic Development
Division of Minority and Women's Business Development
625 Broadway
Albany, New York 12207
Telephone: 518-292-5200
Fax: 518-292-5803
http://www.empire.state.ny.us

The Omnibus Procurement Act of 1992 requires that by signing this Agreement, Contractors certify that whenever the total 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.

16. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

17. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

18. PROCUREMENT LOBBYING. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, NYSERDA may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

19. COMPLIANCE WITH TAX LAW SECTION 5-a. The following provisions apply to Contractors that have entered into agreements in an amount exceeding $100,000 for the purchase of goods and services:

a) Before such agreement can take effect, the Contractor must have on file with the New York State Department of Taxation and Finance a Contractor Certification form (ST-220-TD).

b) Prior to entering into such an agreement, the Contractor is required to provide NYSERDA with a completed Contractor Certification to Covered Agency form (Form ST-220-CA).

c) Prior to any renewal period (if applicable) under the agreement, the Contractor is required to provide NYSERDA with a completed Form ST-220-CA.

Certifications referenced in paragraphs (b) and (c) above will be maintained by NYSERDA and made a part hereof and incorporated herein by reference.

NYSERDA reserves the right to terminate this agreement in the event it is found that the certification filed by the Contractor in accordance with Tax Law Section 5-a was false when made.

20. IRANIAN ENERGY SECTOR DIVESTMENT. By entering into this Contract, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to the New York State Iran Divestment Act of 2012: list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the contract will be required to certify that it is not on the Prohibited Entities List before NYSDOT may approve a request for Assignment of Contract.

21. COMPLIANCE WITH NEW YORK STATE DIESEL EMISSION REDUCTION ACT (DERA) OF 2006. Contractor shall comply with and, if applicable to this Agreement, provide proof of compliance with the New York State Diesel Emission Reduction Act of 2006 ("DERA"), Environmental Conservation Law (ECL) Section 19-0323, and the NYS Department of Environmental Conservation (DEC) Law implementing regulations under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel Fuel (ULSD) and Best Available Retrofit Technology ("BART"). Compliance includes, but is not limited to, the development of a heavy-duty diesel vehicle (HDDV), maintaining documentation associated with BART evaluations, submitting to and receiving DEC approval of a technology or useful-life waiver, and maintaining records

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

where BART-applicable vehicles are primarily located or garaged. DEC regulation under 6 NYCRR Part 248, Use of Ultra Low Sulfur Diesel and Best Available Technology for Heavy Duty Vehicles can be found at: https://www.dec.ny.gov/regs/2492.html.

22. 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, regardless of whether the original of said contract is in existence.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

EXHIBIT D

NYSERDA PROMPT PAYMENT POLICY STATEMENT

504.1. Purpose and Applicability. (a) The purpose of this Exhibit is to provide a description of Part 504 of NYSERDA's regulations, which consists of NYSERDA's policy for making payment promptly on amounts properly due and owing by NYSERDA under this Agreement. The section numbers used in this document correspond to the section numbers appearing in Part 504 of the regulations. (This is only a summary; the full text of Part 504 can be accessed at: (http://www.nyserda.ny.gov/About/New-York-State-Regulations.aspx))

(b) This Exhibit applies generally to payments due and owing by the NYSERDA to the Contractor pursuant to this Agreement. However, this Exhibit does not apply to Payments due and owing when NYSERDA is exercising a Set-Off against all or part of the Payment, or if a State or Federal law, rule or regulation specifically requires otherwise.

504.2. Definitions. Capitalized terms not otherwise defined in this Exhibit shall have the same meaning as set forth earlier in this Agreement. In addition to said terms, the following terms shall have the following meanings, unless the context shall indicate another or different meaning or intent:

(a) "Date of Payment" means the date on which NYSERDA requisitions a check from its statutory fiscal agent, the Department of Taxation and Finance, to make a Payment.

(b) "Designated Payment Office" means the Office of NYSERDA's Controller, located at 17 Columbia Circle, Albany, New York 12203.

(c) "Payment" means payment properly due and owing to Contractor pursuant to Article IV, Exhibit B of this Agreement.

(d) "Prompt Payment" means a Payment within the time periods applicable pursuant to Sections 504.3 through 504.5 of this Exhibit in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(e) "Payment Due Date" means the date by which the Date of Payment must occur, in accordance with the provisions of Sections 504.3 through 504.5 of this Exhibit, in order for NYSERDA not to be liable for interest pursuant to Section 504.6.

(f) "Proper Invoice" means a written request for Payment that is submitted by a Contractor setting forth the description, price or cost, and quantity of goods, property or services delivered or rendered, in such form, and supported by such other substantiating documentation, as NYSERDA may reasonably require, including but not limited to any requirements set forth in Exhibits A or B to this Agreement; and addressed to NYSERDA's Controller, marked "Attention: Accounts Payable," at the Designated Payment Office.

(g)(1) "Receipt of an Invoice" means:

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

(i) if the Payment is one for which an invoice is required, the later of:

(a) the date on which a Proper Invoice is actually received in the Designated Payment Office during normal business hours; or

(b) the date by which, during normal business hours, NYSERDA has actually received all the purchased goods, property or services covered by a Proper Invoice previously received in the Designated Payment Office.

(ii) if the Agreement provides that a Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice the 30th calendar day, excluding legal holidays, before the date so specified or predetermined.

(2) For purposes of this subdivision, if the Agreement requires a multifaceted, completed or working system, or delivery of no less than a specified quantity of goods, property or services and only a portion of such systems or less than the required goods, property or services are working, completed or delivered, even though the Contractor has invoiced NYSERDA for the portion working, completed or delivered, NYSERDA will not be in Receipt of an Invoice until the specified minimum amount of the systems, goods, property or services are working, completed or delivered.

(h) "Set-off" means the reduction by NYSERDA of a payment due a Contractor by an amount equal to the amount of an unpaid legally enforceable debt owed by the Contractor to NYSERDA.

504.3. Prompt Payment Schedule. Except as otherwise provided by law or regulation or in Sections 504.4 and 504.5 of this Exhibit, the Date of Payment by NYSERDA of an amount properly due and owing under this Agreement shall be no later than thirty (30) calendar days, excluding legal holidays, after Receipt of a Proper Invoice.

504.4. Payment Procedures.

(a) Unless otherwise specified in this Agreement, a Proper Invoice submitted by the Contractor to the Designated Payment Office shall be required to initiate payment for goods, property or services. As soon as any invoice is received in the Designated Payment Office during normal business hours, such invoice shall be date-stamped. The invoice shall then promptly be reviewed by NYSERDA.

(b) NYSERDA shall notify the Contractor within fifteen (15) calendar days after Receipt of an Invoice of:

(1) any defects in the delivered goods, property or services;

(2) any defects in the invoice; or

(3) suspected improprieties of any kind.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

(c) The existence of any defects or suspected improprieties shall prevent the commencement of the time period specified in Section 504.3 until any such defects or improprieties are corrected or otherwise resolved.

(d) If NYSERDA fails to notify a Contractor of a defect or impropriety within the fifteen (15) calendar day period specified in subdivision (b) of this section, the sole effect shall be that the number of days allowed for Payment shall be reduced by the number of days between the 15th day and the day that notification was transmitted to the Contractor. If NYSERDA fails to provide reasonable grounds for its contention that a defect or impropriety exists, the sole effect shall be that the Payment Due Date shall be calculated using the original date of Receipt of an Invoice.

(e) In the absence of any defect or suspected impropriety, or upon satisfactory correction or resolution of a defect or suspected impropriety, NYSERDA shall make Payment, consistent with any such correction or resolution and the provisions of this Exhibit.

504.5. Exceptions and Extension of Payment Due Date. NYSERDA has determined that, notwithstanding the provisions of Sections 504.3 and 504.4 of this Exhibit, any of the following facts or circumstances, which may occur concurrently or consecutively, reasonably justify extension of the Payment Due Date:

(a) If this Agreement provides Payment will be made on a specific date or at a predetermined interval, without having to submit a written invoice, if any documentation, supporting data, performance verification, or notice specifically required by this Agreement or other State or Federal mandate has not been submitted to NYSERDA on a timely basis, then the Payment Due Date shall be extended by the number of calendar days from the date by which all such matter was to be submitted to NYSERDA and the date when NYSERDA has actually received such matter.

(b) If an inspection or testing period, performance verification, audit or other review or documentation independent of the Contractor is specifically required by this Agreement or by other State or Federal mandate, whether to be performed by or on behalf of NYSERDA or another entity, or is specifically permitted by this Agreement or by other State or Federal provision and NYSERDA or other entity with the right to do so elects to have such activity or documentation undertaken, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when any such activity or documentation has been completed, NYSERDA has actually received the results of such activity or documentation conducted by another entity, and any deficiencies identified or issues raised as a result of such activity or documentation have been corrected or otherwise resolved.

(c) If an invoice must be examined by a State or Federal agency, or by another party contributing to the funding of the Contract, prior to Payment, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when the State or Federal agency, or other contributing party to the Contract, has completed the inspection, advised NYSERDA of the results of the inspection, and any deficiencies identified or issues raised as a result of such inspection have been corrected or otherwise resolved.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

(d) If appropriated funds from which Payment is to be made have not yet been appropriated or, if appropriated, not yet been made available to NYSERDA, then the Payment Due Date shall be extended by the number of calendar days from the date of Receipt of an Invoice to the date when such funds are made available to NYSERDA.

504.6. Interest Eligibility and Computation. If NYSERDA fails to make Prompt Payment, NYSERDA shall pay interest to the Contractor on the Payment when such interest computed as provided herein is equal to or more than ten dollars ($10.00). Interest shall be computed and accrue at the daily rate in effect on the Date of Payment, as set by the New York State Tax Commission for corporate taxes pursuant to Section 1096(e)(1) of the Tax Law. Interest on such a Payment shall be computed for the period beginning on the day after the Payment Due Date and ending on the Date of Payment.

504.7. Sources of Funds to Pay Interest. Any interest payable by NYSERDA pursuant to Exhibit shall be paid only from the same accounts, funds, or appropriations that are lawfully available to make the related Payment.

504.8. Incorporation of Prompt Payment Policy Statement into Contracts. The provisions of this Exhibit shall apply to all Payments as they become due and owing pursuant to the terms and conditions of this Agreement, notwithstanding that NYSERDA may subsequently amend its Prompt Payment Policy by further rulemaking.

504.9. Notice of Objection. Contractor may object to any action taken by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid by submitting a written notice of objection to NYSERDA. Such notice shall be signed and dated and concisely and clearly set forth the basis for the objection and be addressed to the Vice President, New York State Energy Research and Development Authority, at the notice address set forth in Exhibit B to this Agreement. The Vice President of NYSERDA, or his or her designee, shall review the objection for purposes of affirming or modifying NYSERDA's action. Within fifteen (15) working days of the receipt of the objection, the Vice President, or his or her designee, shall notify the Contractor either that NYSERDA's action is affirmed or that it is modified or that, due to the complexity of the issue, additional time is needed to conduct the review; provided, however, in no event shall the extended review period exceed thirty (30) working days.

504.10. Judicial Review. Any determination made by NYSERDA pursuant to this Exhibit that prevents the commencement of the time in which interest will be paid is subject to judicial review in a proceeding pursuant to Article 78 of the Civil Practice Law and Rules. Such proceedings shall only be commenced upon completion of the review procedure specified in Section 504.9 of this Exhibit or any other review procedure that may be specified in this Agreement or by other law, rule, or regulation.

504.11. Court Action or Other Legal Processes.

(a) Notwithstanding any other law to the contrary, the liability of NYSERDA to make an interest payment to a Contractor pursuant to this Exhibit shall not extend beyond the date of a notice of intention to file a claim, the date of a notice of a claim, or the date commencing a legal

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

action for the payment of such interest, whichever occurs first.

(b) With respect to the court action or other legal processes referred to in subdivision (a) of this section, any interest obligation incurred by NYSERDA after the date specified therein pursuant to any provision of law other than Public Authorities Law Section 2880 shall be determined as prescribed by such separate provision of law, shall be paid as directed by the court, and shall be paid from any source of funds available for that purpose.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Exhibit E

New York State Energy Research and Development Authority (NYSERDA)

2017 Report Content Guide

Revised 8/26/16

(Replaces the 2016 NYSERDA Report Content Guide)

Table of Contents

1 Purpose 45

2 Required Elements 45

2.1 Copyright for Intellectual Property 48

2.2 Proprietary or Confidential Information 49

2.3 Americans with Disabilities Act (ADA) Accessibility Compliance 49

3 Formatting 49

4 Submitting a Report to NYSERDA 50

5 Contacts 50

6 Required Elements Checklist 51

This Report Content Guide should be used in conjunction with the following documents, which are available at nyserda.ny.gov/Doing-Business-with-NYSERDA:

- 2017 NYSERDA Report Formatting Guide
- 2017 NYSERDA Marketing's Template for Reports (including example)

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

1 Purpose

This document explains how to prepare and submit a report to the New York State Energy Research and Development Authority (NYSERDA). It includes details on the elements of the report, specifications for formatting and accessibility, and information on electronic submission. Please follow these instructions unless your NYSERDA contract specifies otherwise.

NYSERDA will publish the finished report deliverable online and/or in print unless the NYSERDA Project Manager approves special circumstances. Please direct questions about technical content and submission deadlines to your NYSERDA Project Manager. For questions related to formatting and electronic submission of the report, contact Diane Welch in NYSERDA Marketing at 518-862-1090, ext. 3276 or dlw@nyserda.ny.gov

2 Required Elements

Section 6 includes a checklist of the required elements. This section contains details about the items that are required in all reports (unless noted as optional). Items should appear and be paginated in the following sequence:

? Title page (no page number):

- Include title of report, draft or final, prepared for NYSERDA, NYSERDA Project Manager (name and title), prepared by name of organization, individuals and affiliation, report number (NYSERDA will provide during editing), contract number and date report submitted.

? Notice (small Roman numerals for page numbers i.e., ii):

- Option 1—When NYSERDA is the project's sole sponsor, this notice must be used:

Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority (hereafter "NYSERDA"). The opinions expressed in this report do not necessarily reflect those of NYSERDA or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, NYSERDA, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. NYSERDA, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print@nyserda.ny.gov.

Information contained in this document, such as web page addresses, are current at the time of publication.

- Option 2—When there are project co-sponsors in addition to NYSERDA, use the following notice instead:

Notice

This report was prepared by [Insert Preparer's Name] in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority and the [Insert Co-Sponsor's Name] (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, the Sponsors, the State of New York, and the contractor make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the contractor make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

NYSERDA makes every effort to provide accurate information about copyright owners and related matters in the reports we publish. Contractors are responsible for determining and satisfying copyright or other use restrictions regarding the content of the reports that they write, in compliance with NYSERDA's policies and federal law. If you are the copyright owner and believe a NYSERDA report has not properly attributed your work to you or has used it without permission, please email print@nyserda.ny.gov

Information contained in this document, such as web page addresses, are current at the time of publication.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

? Abstract and Keywords (optional; small Roman numerals for page numbers):

- The Abstract is a brief, approximately 200-word description of project objectives, investigative methods used, and research conclusions or applications. This information will be used when NYSERDA registers the report with the New York State Library and the Library of Congress. A list of keywords that describe the project and identify the major research concept should be submitted with the report. Four to six precise descriptors are generally sufficient and will be used for indexing, registering and distributing the report.

? Acknowledgments (optional; small Roman numerals for page numbers):

- If included, the Acknowledgments page precedes the Table of Contents and is generally no longer than two paragraphs in length.

? Table of Contents (small Roman numerals for page numbers):

- The Table of Contents should list front matter material (except the Table of Contents) and titles and section numbers for heading levels one through four. Additional levels should not be used in the report. If the heading styles are applied in Word, the list can be automatically generated.

? List of Figures (small Roman numerals for page numbers).

- If the report contains three or more figures, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)

? List of Tables (small Roman numerals for page numbers).

- If the report contains three or more tables, they should be listed using the style of the Table of Contents. (If the figure titles in text have the caption function applied in Word, the list can be automatically generated.)

? Acronyms and Abbreviations List (small Roman numerals for page numbers):

- All acronyms and abbreviations should be spelled out and followed by the acronym or abbreviation in parentheses on first use.
- First reference to NYSERDA in text should be "the New York State Energy Research and Development Authority (NYSERDA)." Subsequent references should read simply "NYSERDA."
- When referring to New York State, use "New York State" on first use and abbreviate "the State" for subsequent uses.
- Use a one- or two-column layout for the list, but do not use a table.

? Executive Summary or Summary (optional; ES-1 or S-1 etc. for page numbers of Executive Summary and Summary, respectively):

- An Executive Summary is two pages in length maximum. A Summary is a shorter version of the report and varies in length but less than 10 percent of the main report is a good guideline.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

- Main Text (sequentially numbered pages i.e., 1, 2, 3 etc. preferred, but chapter-page numbering is acceptable).
- Figures and tables with sequential numbering (Figure 1, Figure 2, etc. preferred but sequential chapter-number are acceptable), callouts in text (i.e., Figure 1 shows...) and Alternative Text to comply with ADA Accessibility are required. Refer to ADA guidelines for the best way to represent data with reference to colors. Preferences for tables are listed in this document.
    - Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text near callout is acceptable. Do not use wrap text.
- References Cited and Bibliography information (as needed; continue sequential page numbering):
    - References Cited vs. Bibliography: References Cited has specific references called out in text to document sources of specific information, and a bibliography is a list of sources used to compile a document but does not have callouts for specific facts in the text.
    - Endnote style for reference citations is preferred but footnotes are acceptable.
    - Format of reference callout in text for footnote or endnote is the author-date callout in text (i.e., Wood and Stone 2010).
    - Full reference citations listed alphabetically by the last name of the first author.
    - Citation format is based on Chapter 15 (Documentation II: Author-Date References) of The Chicago Manual of Style (16th edition).
    - Use the following format to refer to reports published by NYSERDA:

      New York State Energy Research and Development Authority (NYSERDA). Year of publication. "Title of Report," NYSERDA Report Number xx-yy. Prepared by organization, company or individual names and city/state location (optional). nyserda.ny.gov/publications
- Appendices (optional; A-1 etc for Appendix A, B-1 etc for Appendix B page numbering):
    - In NYSERDA reports, Appendices should be called appendices and not Attachments. Attachments are used to append a document to an appendix. (Attachments may have different definitions in emails and legal documents.)
- Alterative text that describes figures and tables to meet Accessibility requirements. (A separate Word file is fine—see Section 2.2 for more details).

2.1 Copyright for Intellectual Property

All material borrowed or adapted from other sources should be properly identified (i.e., document, source, date, and page). The contractor must obtain and submit to NYSERDA the copyright owner's written permission to use any illustrations, photographs, tables, figures, or substantial amounts of text from any other publication.

For each figure and table, the contractor must also provide a source line that gives the original source and any language stating permission to reprint that should be published with each respective table or figure.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

2.2 Proprietary or Confidential Information

Propriety or confidential information must be clearly labeled in the report submission as "proprietary" or "confidential." To the extent possible, the information should be contained within one section or appendix that can be easily removed prior to publishing. Consult your NYSERDA Project Manager with any questions.

2.3 Americans with Disabilities Act (ADA) Accessibility Compliance

As a State Authority, NYSERDA is obligated to ensure that all documents published on NYSERDA's website are accessible, pursuant to Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220 August 7, 1998).

To meet the needs of persons with visual or mobility disabilities, reports must be in a format that allows for conversion of written words of an electronic document into speech, thus allowing the person with a disability to hear the text. The formatting of these documents is critical to the success of the conversion from text to speech. Screen reading software will read the document as one long series of paragraphs with no differentiation for new topics unless properly formatted with Heading Styles. (Imagine reading a textbook with no difference in text from one paragraph to the next.)

Reports submitted to NYSERDA must meet the following requirements:

- Use numbered headings in the document up to Level 4 (i.e., 1.1.1.1).
- Pick one of the formatting options outlined in Section 3 of this document.
- Provide short titles for all tables, images, and figures.
- Provide Alternative Text (also known as alt-text) that describes the visual elements of each image and figure—and does not just repeat the title or caption. Include alt text for any tables that are inserted as images.
    - Write out links in documents that will be printed. Write the sentence so that the URL is not at the end and followed by a period. See the last bulleted item for an example ("Visit....").
    - Avoid linking to "click here" or including extremely long URLs. For web-only documents, use contextual links, such as linking NYSERDA's website to "NYSERDA" instead of putting a long URL in text.
    - Visit nyserda.ny.gov/Doing-Business-with-NYSERDA for more information about how to make a document accessible.

3 Formatting

Contractors have two options for the format of a submitted document:

Option 1—NYSERDA does the formatting

- Contractor emails to NYSERDA Project Manager a Word file of all report components with all text in Times New Roman 10 pt font.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

- File should include outline level numbering with each section head (1 is Level 1 Heading, 1.1 is Level 2 Heading, 1.1.1 is Level 3 Heading, 1.1.1.1 is Level 4 Heading), not to exceed Level 4.
- Each figure and table should have a call-out in the main text (i.e., Figure 1 shows... or According to Figure 1,... or (Figure 1) at the end of a sentence).
- Figures and tables along with their titles and sources (and captions if necessary) should be grouped together at the back of the file or supplied in a separate file. Contractor can request inline or back-of-report placement of figures.
- NYSERDA will format the document according to the 2016 NYSERDA Marketing's Template for Reports.

Option 2—Contractor does the formatting

- Visit nyserda.ny.gov/Doing-Business-with-NYSERDA to download:
  - Report template (2016 NYSERDA Marketing's Template for Reports).
  - Details about report formatting (2016 NYSERDA Report Formatting Guide).
- Apply each of the Word Styles in the template to the elements of the document as appropriate, such as apply Heading 1 to all first-level headings, Body Text to all body text and References to reference materials. Place figures and captions after each respective call-out OR in order at the back of the report. Do not hyperlink websites.

4 Submitting a Report to NYSERDA

No print drafts of the report are required. An electronic Word version of the draft report should be emailed to the NYSERDA Project Manager. Contact the Project Manager regarding how to transfer large files. The contractor is responsible for satisfactorily addressing comments from NYSERDA and other stakeholders. When making corrections, the contractor must ensure that technical content is not compromised. After editorial corrections have been made, the contractor must email to the Project Manager a Word version of the final report. NYSERDA will consider high-resolution image submissions for report covers.

5 Contacts

- The NYSERDA Project Manager should be the contractor's primary point of contact.
- For additional questions, contact Diane Welch in NYSERDA Marketing at dlw@nyserda.ny.gov or 518-862-1090 x3276.
- Contractors can also email print@nyserda.ny.gov or call 518-862-1090 and ask for Marketing.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

6 Required Elements Checklist

The following elements should be included in reports, unless noted as optional, along with the style of page numbers is listed in parentheses:

- ? Title page (no page number).
- ? Notice (small Roman numeral page numbers, i.e., ii).
- ? Abstract
- ? Keywords (optional; small Roman numerals).
- ? Acknowledgments (optional; small Roman numerals).
- ? Table of Contents (small Roman numerals).
- ? List of Figures (small Roman numerals).
- ? List of Tables (small Roman numerals).
- ? Acronyms and Abbreviations List (small Roman numerals).
- ? Executive Summary or Summary (optional; ES-1 or S-1 etc).
- ? Main Text (pages sequentially numbered i.e., 1, 2, 3 etc.).
- ? Figures and tables with sequential numbering (Figure 1, Figure 2, etc.), callouts in text (i.e., Figure 1 shows...), and Alt Text for ADA Accessibility.
    - o Figures and tables at the back of the document are preferred for documents that NYSERDA will be formatting; figures and tables placed in-line with text after first callout are acceptable. Do not wrap text.
- ? References Cited and Bibliography information.
- ? Appendices (optional; page numbering is A-1 etc. for Appendix A, B-1 etc. for Appendix B).
- ? Copyright information for intellectual property (i.e., images, figures, tables or large pieces of text that have been previously published)—include written permission from the copyright holder at the end of the document and use appropriate language in the captions of the images, figures and tables such as "Reprinted with permission from [publisher's name]."
- ? Alternative text that describes each image and figure (include Alt text for tables that are included as images) —and does not just repeat the title or caption. (See Section 2.3 for more information.) The text should be listed at the end of the document or provided in a separate file.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

EXHIBIT F
NYSDOT/NYSERDA RESEARCH PARTNERSHIP AGREEMENT

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

F. A. NO.: _____ P.I.N.:_____

COMPTROLLER'S CONTRACT NO. C031105

PROJECT: NYSDOT/NYSERDA RESEARCH PARTNERSHIP AGREEMENT

This Agreement made this ____ day of _____, 2013 pursuant to Section 14 of the Transportation Law, by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as the **"STATE"**) acting by and through the **New York State Department of Transportation** (**"NYSDOT"),** with offices at 50 Wolf Road, in the County of Albany, State of New York 12232, and the **New York State Energy Research and Development Authority ("NYSERDA", or "Consultant"),** a New York public benefit corporation having its principal office at 17 Columbia Circle, Albany, New York 12203-6399, collectively known as the **"Parties"**.

WHEREAS, on October 30, 2012, **NYSDOT** received approval from the NYS Office of the State Comptroller to enter into a single-source justified Agreement with **NYSERDA**; and

WHEREAS, the **Parties** have collaborated on seven jointly-funded transportation research and demonstration solicitations (Program Opportunity Notices (PONs) 1028, 1173, 1239, 1554, 2078, 2314, and 2618) over the past seven state fiscal years (2006/2007, 2007/2008, 2008/2009. 2009/2010, 2010/2011, 2011/2012, and 2012/2013); and

WHEREAS, the **Parties** desire to issue a joint PON annually over the next five state fiscal years (2013/2014, 2014/2015, 2015/2016, 2016/2017 and 2017/2018); and

WHEREAS, **NYSDOT** desires to participate in the joint PONs and share a portion of the cost, not-to-exceed $2,000,000 per year over the next five state fiscal years; and

WHEREAS, **NYSERDA** desires to participate in the joint PONs and share a portion of the cost, which share shall not be less than 50% of the **NYSDOT** share annually.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements hereinafter set forth, the **Parties** do hereby agree as follows:

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

1. **PERFORMANCE OF SERVICES.** **NYSERDA** AND **NYSDOT** shall jointly develop and **NYSERDA** shall issue an annual transportation research and demonstration solicitation (PONs, which contain multiple Projects, some for NYSDOT's benefit and some for NYSERDA's benefit) and **NYSERDA**, working closely with **NYSDOT** staff, shall perform the tasks listed in Schedule A, Scope of Services to progress NYSDOT-funded Projects approved under each PON, which is annexed hereto and made a part hereof.

   Based on PON proposals received, the Work shall be performed via approved Projects by the Consultant's Contractors, who have been competitively selected and awarded a research and demonstration contract ("Contract") in accordance with **NYSERDA** guidelines under future PONs under this Agreement and shall be under the administration of **NYSERDA**.

   NYSDOT will have the option of providing a Co-Project Manager to assist in the project management of the NYSDOT-funded Project Work performed under the Contracts awarded under future PONs under this Agreement.

   For PON projects receiving **NYSDOT** funding, **NYSDOT** shall issue project-specific Task Assignments (NYSDOT-funded Projects) to **NYSERDA** quantifying the Work to be completed and funding to be provided.

2. **COST OF PON CO-FUNDING.** **NYSDOT'S** portion of the total cost of the five PONs under this Agreement is estimated not-to-exceed $2,000,000 per year, said amount to be paid per Section 3 of this Agreement.

3. **PAYMENT.** Funds paid under this Agreement by **NYSDOT** to **NYSERDA** may be used only for Work performed under Projects developed under future PONs under this Agreement.

   3.1 **NYSERDA** shall pay for the Work performed under Contracts awarded under future PONs issued pursuant to this Agreement and **NYSDOT** shall reimburse **NYSERDA** quarterly for approved payments made on **NYSDOT**'s behalf.

   3.2 **NYSDOT** shall pay its portion of the total cost of PON Co-funding under Section 2 of this Agreement, which includes the amounts set forth in Sections 3.5 and 3.6, in quarterly installments to **NYSERDA** within 30 days of the receipt from **NYSERDA** of an invoice for Work performed under this Agreement for approved NYSDOT-funded Projects.

   3.3 **NYSERDA** acknowledges that it will not receive payment on any invoices unless **NYSERDA** complies with the State Comptroller's electronic payment deposit procedures. (See www.osc.state.ny.us/epay/index.htm or call 518-474-4032). Payment for invoices will only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner of Transportation.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

3.4 The **maximum aggregate amount payable** (MAP) by **NYSDOT** to **NYSERDA** hereunder for the performance and completion of the Work is **$10,000,000** unless increased by a Supplemental Agreement. It is understood and agreed that the **NYSDOT** is under no obligation to make a minimum number of Projects and will only reimburse **NYSERDA** for approved costs incurred in the performance of authorized and approved Projects. All funding is subject to the continued availability and authorization of federal, state and third party funds for this purpose. **NYSDOT** makes no guarantee that all or any of the identified funds will be spent.

3.5 Subject to the MAP as provided in Section 3.4 above, and to the extent such costs are allowable under Federal Highway Administration's State Planning and Research (SPR) grant funds made available to **NYSDOT** for this Agreement, **NYSDOT** shall reimburse **NYSERDA** for the actual proportionate share of assessment cost levied against and paid by **NYSERDA** to the State of New York under NY Public Authorities Law, §2975: "Recovery of state governmental costs from public authorities and public benefit corporations" for the Work provided under this Agreement. For the first annual term of this Agreement covering State fiscal year 2013/2014, the proportionate share of assessment costs is established as two percent (2.0%) of approved invoices paid by NYSERDA for NYSDOT-funded Projects. The public authority recovery fee percentage may be adjusted annually per NYS Division of the Budget's direction, but shall be capped at no higher than five percent (5%).

3.6 Subject to the above MAP under Section 3.4, and excepting the proportionate share of assessment costs in consideration of this Agreement and as full compensation for any and all other direct and indirect costs, charges or expenses incurred by **NYSERDA for the life of this Agreement**, including, but not limited to labor, fringe benefits, direct non-salary costs and their indirect costs, and associated with the administration and operation of future PON activities, in any one twelve month period commencing with the term of this Agreement set forth in Article 6, **NYSDOT** shall reimburse **NYSERDA** as follows: a fixed five and three-quarters percent (5.75%) of approved invoices paid by NYSERDA for NYSDOT-funded Projects to cover any and all such other direct and indirect costs, charges, or expenses, including but not limited to labor, fringe benefits, direct non-salary costs and indirect costs. NYSERDA shall annually provide NYSDOT with a description and accounting of its services provided to NYSDOT via the fixed 5.75% administrative fee.

4. CONTRACT TERMS FOR PON CONTRACTORS

NYSERDA shall require the following terms in its contracts with the selected PON Contractors, or its subconsultant(s)/subcontractor(s) performing the Work under approved NYSDOT-funded Projects from the various research and demonstration PONs and **NYSERDA** shall ensure compliance therewith as follows:

4.1 INTERCHANGE OF DATA. All technical data in regard to services provided under this Agreement by the Contractor whether existing in the offices of the

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Contractor or existing in the offices of the STATE shall be made available to the **NYSDOT** and **NYSERDA** without expense to such other party.

4.2 DISPOSITION OF DATA. At the time of completion of Work, the Contractor and **NYSERDA** shall make available to **NYSDOT** all documents and data pertaining to the work or to services provided by the Contractor which materials at all times shall be the property of the **NYSERDA** and **NYSDOT** jointly. It is agreed that the Contractor may maintain copies of all documents and data. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Contractor shall make available to the **NYSDOT** and **NYSERDA** the aforementioned data and material.

4.3 DISCLAIMER. A legal Notice and Disclaimer (below) shall be required by **NYSERDA** and affixed by the Contractor to any official product of Work or any portion thereof distributed as a result of any project identified in an authorized Contract for which **NYSDOT** is providing funding under this Agreement. In addition to acknowledging **NYSERDA** and **NYSDOT** as the cosponsor of the effort, the notice shall state that the published or otherwise produced material represents the position of the author(s) and not necessarily that of the **NYSDOT**, **NYSERDA** and the **STATE**; that the product or report does not constitute a standard, specification, or regulation and that the **NYSDOT**, **NYSERDA** and the **STATE** assumes no liability for contents or use thereof. All interim products will be considered "DRAFT" documents.

NOTICE

This report was prepared by _____ in the course of performing work contracted for and sponsored by the New York State Energy Research and Development Authority and the New York State Department of Transportation (hereafter the "Sponsors"). The opinions expressed in this report do not necessarily reflect those of the Sponsors or the State of New York, and reference to any specific product, service, process, or method does not constitute an implied or expressed recommendation or endorsement of it. Further, the Sponsors and the State of New York make no warranties or representations, expressed or implied, as to the fitness for particular purpose or merchantability of any product, apparatus, or service, or the usefulness, completeness, or accuracy of any processes, methods, or other information contained, described, disclosed, or referred to in this report. The Sponsors, the State of New York, and the Consultant make no representation that the use of any product, apparatus, process, method, or other information will not infringe privately owned rights and will assume no liability for any loss, injury, or damage resulting from, or occurring in connection with, the use of information contained, described, disclosed, or referred to in this report.

DISCLAIMER

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

This report was funded in part through grant(s) from the Federal Highway Administration, United States Department of Transportation, under the State Planning and Research Program, Section 505 of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the United States Department of Transportation, the Federal Highway Administration or the New York State Department of Transportation. This report does not constitute a standard, specification, regulation, product endorsement, or an endorsement of manufacturers.

4.4 PUBLICITY (Applies to Contracts solely funded by NYSDOT).

Publicity includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures, reports; discussions or presentations at conferences or meeting; and/or the inclusion of State and/or NYSDOT materials, the State's name, NYSDOT's name, or other references to the State, or **NYSDOT** in any document or forum. Publicity regarding this project may not be released without prior written approval from **NYSDOT.**

Any publications, presentations or announcements of conferences, meeting or trainings which are funded in whole or in part through any activity supported under this AGREEMENT may not be published, presented or announced without the prior approval of the NYSDOT. Any such publication, presentation, or announcement shall:

- Acknowledge the support of **NYSDOT** and, if funded with Federal funds, the applicable Federal funding agency; and
- State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Consultant and do not necessarily represent the opinions, interpretations, or policy of the State, or **NYSDOT**, or if funded with Federal funds, the applicable Federal funding agency.

Notwithstanding the above, the Consultant may submit for publication, scholarly or academic publications that derive from activity under the Project (but are not deliverable under the Agreement), provided that the Consultant first submits such manuscripts to **NYSDOT** forty-five (45) calendar days prior to submission for consideration to a publisher in order for NYSDOT to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as NYSDOT deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimers as described in this Section 4.4 (Publicity) hereof.

Furthermore, per Section 4.3, Disclaimer, above, a legal notice in the nature of a disclaimer shall be affixed to any official product of work or any portion thereof distributed as a result of any project identified in an authorized task order assignment for which the STATE/NYSDOT and the FHWA are providing funding. This is applicable to the release

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

of information regarding scientific or technical developments made or conceived in the course of or under this Agreement.

4.5 TITLE TO EQUIPMENT (Applies to Contracts solely funded by NYSDOT.

Major Equipment is an article of non-expendable, tangible personal property which stands alone is complete in itself, and does not lose its identity having a useful life of more than one year and an acquisition cost that equals or exceeds $5,000. The purchases of equipment are primarily intended to support research under each PON. Purchases of Major Equipment exceeding $50,000 (in the aggregate) for a particular Contract shall be subject to review and approval of **NYSDOT**.

Title shall vest in the **STATE** to all Major Equipment purchased in the performance of authorized, NYSDOT-funded PON Projects under a contract with NYSERDA and is paid by **NYSDOT** hereunder. Upon the request of **NYSDOT**, the Consultant shall, where necessary, execute, acknowledge, deliver and perform, or cause to be executed, acknowledged, delivered or performed, all such bills of sale, assignments, conveyances or other documents or acts as the **STATE** may reasonably request in order to assure the better vesting in and confirming to the **STATE**, its successor and assigns, of title to and possession of such equipment.

DISPOSITION OF MAJOR EQUIPMENT UPON COMPLETION OF A PROJECT. As directed in the Task Assignment: 1. The **STATE** may elect to take title to Major Equipment purchased under PON Contracts and **NYSDOT** will be responsible for all charges required for the delivery and set up of these items at the **NYSDOT's** designated destination. 2. **NYSDOT** may waive its title to Major Equipment and require the Consultant to transfer title to a responsible Third Party for beneficial re-use at no charge to **NYSDOT** or the Third Party if such is in the best interest of the **STATE**.

5. **ENTIRE AGREEMENT/CHANGES**. This Agreement may be amended or supplemented only by a written instrument signed by duly authorized representatives of both **Parties**. This Agreement shall be governed by and construed in accordance with the laws of New York State.

6. **TERM OF THE AGREEMENT.** The Term of this Agreement shall be five years (Active Term) commencing on **July 1, 2013** and ending on **June 30, 2018** for the co-funding of joint PONs, with two additional years (Maintenance Term) to complete Contracts awarded under PONs initiated during the first five years and with no new PONs to be issued or covered by this Agreement after the initial Active Term has expired.

NYSDOT shall have the sole option of extending this Agreement for an additional three year period extending the Active Term and prior to the Maintenance Term with no new PONs to be issued or covered by this Agreement after the three year term extension has expired. In the event **NYSDOT** elects to exercise its right to extend this Agreement, **NYSDOT** will provide a thirty (30) day advance notice of its intent to **NYSERDA**. Any

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

extension to the term of this Agreement shall be subject to the agreement of the **Parties** hereto and the approval of the Office of the State Comptroller.

7. **DOCUMENTS FORMING THE AGREEMENT.** The Agreement documents shall be deemed to include:
   - This Agreement, including signature page and notary page;
   - SCHEDULE A (SCOPE OF SERVICES, including EXHIBITS);
   - SCHEDULE B (BUDGET);
   - The provisions required by law to be inserted in the AGREEMENT as set forth in APPENDIX A, APPENDIX A-1, APPENDIX B and APPENDIX C attached;
   - Exhibit A (Consultant Disclosure Form B); and
   - The State's Single-Source Justified NYS Contract Reporter Exemption Request for C031105 (dated September 14, 2012; added via reference) and OSC's approval (dated October 30, 2012; added via reference).

8. **ORDER OF PRECEDENCE.** In the event of any conflict, uncertainty or inconsistency in content, language or requirements within this Agreement, the meaning or interpretation of the Agreement shall be in accordance with following order of precedence:
   1. APPENDIX A;
   2. APPENDIX A-1, APPENDIX B and APPENDIX C;
   3. Terms and Conditions for C031107;
   4. SCHEDULE A;
   5. SCHEDULE B;
   6. EXHIBIT A; and
   7. The State's Single-Source Justified NYS Contract Reporter Exemption Request for C031105.

9. **INSPECTION.** The duly authorized representatives of the **NYSDOT**, and on federally aided projects, representatives of the Federal Highway Administration, shall have the right at all times to inspect the work of **NYSERDA**.

10. **TERMINATION.** The **NYSDOT** AND **NYSERDA** shall each have the absolute right to terminate this Agreement, on sixty (60) days written notice, and such action shall in no event be deemed a breach of contract. In the event of termination, final payment shall be made based on the percentage of Work satisfactorily completed by **NYSERDA**, as determinate by the **NYSDOT**. All Contracts issued by **NYSERDA** under PONs issued pursuant to this Agreement must have a Right to Terminate For Convenience clause. In the event **NYSERDA** or **NYSDOT** terminates this Agreement as provided under this section, the terminating party shall be responsible for any reasonable additional cost incurred due to the exercise of such termination for convenience right.

11. **CODE OF ETHICS.** **NYSERDA** specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of Section 74 of the New York State Public Officer's Law, as amended, establishing a Code of Ethics for State officers and employees.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

NYSERDA shall not engage, on a full or part-time or other basis any professional or technical personnel who are or have been at any time during the period of this Agreement in the employ of the Federal Highway Administration or the highway organizations of any public employer, except regularly retired employees, without the consent of the public employer of such person.

12. **TRANSFER OF AGREEMENT.** **NYSERDA** specifically agrees, as required by the State Finance Law Section 138, that they are prohibited by law from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of their right, title or interest therein, or their power to execute such Agreement, to any other person, company or corporation, without the previous consent in writing of the **STATE**.

If this provision of the law be violated, the **STATE** shall revoke and annul the Agreement and the **STATE** shall be relieved from any and all liability and obligations thereunder to the person, company or corporation to whom **NYSERDA** shall assign, transfer, convey, sublet or otherwise dispose of the Agreement, and such transferee shall forfeit and lose all moneys therefore assigned under said Agreement.

13. **INSURANCE.** **NYSERDA** shall require the selected PON Contractor for NYSDOT-funded Projects to obtain insurance for the Work performed under this Agreement in of the type and amount of coverage as mutually agreed between **NYSDOT** and **NYSERDA**. In addition, **NYSERDA** shall also require such insurance obtained by the Contractor to name **NYSDOT** and the State of New York as additional Insured under such policies.

14. **INDEMNIFICATION.** **NYSERDA** shall require the selected PON Contractor for NYSDOT-funded Projects to indemnify **NYSERDA**, **NYSDOT** and the State of New York for the Work performed under this Agreement for cost, damages, and claims, upon such as mutually-agreed-upon between **NYSDOT** and **NYSERDA**.

15. **CERTIFICATION REQUIRED BY 49CFR, PART 29.** The signatory to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership):

A. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
B. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
C. Does not have a proposed debarment pending; and
D. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.
E. EXCEPTIONS: - None.

16. **CERTIFICATION FOR FEDERAL-AID CONTRACTS.** The prospective participant certifies, by signing this Agreement to the best of his or her knowledge and belief, that:

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

17. **NOTICES.**

A. All notices permitted or required hereunder shall be in writing and shall be transmitted either:

1. via certified or registered United States mail, return receipt requested;
2. by facsimile transmission;
3. by personal delivery;
4. by expedited delivery service; or
5. by e-mail.

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:
Contact Person's Name: William A. Howe, Contract #C031105
Title: Director
Address: NYSDOT Contract Management Bur., 50 Wolf Road, 6th Fl., Albany, NY 12232
Telephone Number: 518-457-2600
Facsimile Number: 518-457-2874
E-Mail Address: bill.howe@dot.ny.gov

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

NYSERDA:

Contact Person's Name: Jeffrey J. Pitkin, Contract #C031105
Title: Treasurer and Internal Control Officer
Address: NYSERDA, 17 Columbia Circle, Albany, NY 12203-6399
Telephone Number: 518-862-1090
Facsimile Number: 518-862-1091
E-Mail Address: jjp@nyserda.ny.gov

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

C. 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.

18. **IRAN Divestment Act**. **NYSERDA** shall require the following term in its contracts with the CONSULTANT, or its subconsultant(s)/subcontractor(s) performing the Work under the various research and demonstration PONs, "the CONSULTANT or CONTRACTOR"); as follows:

By entering into this Contract, Contractor certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to the New York State Iran Divestment Act of 2012: list ("Prohibited Entities List") posted on the OGS website at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of the contract will be required to certify that it is not on the Prohibited Entities List before **NYSDOT** may approve a request for Assignment of Contract.

During the term of the Contract, should **NYSDOT** receive information that a person (as defined in State Finance Law Section 165-a) is in violation of the above-referenced certifications, **NYSDOT** 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 **NYSDOT** shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

NYSDOT reserves the right to reject any request for renewal, extension, or assignment for an entity that appears on the Prohibited Entities List prior to the renewal, extension, or assignment of the Contract, and to pursue a responsibility review with Contractor should it appear on the Prohibited Entities List hereafter.

21. **INCLUSION OF APPENDIX A.** **NYSERDA** shall comply with the Appendix A - Standard State Clauses for New York State Contracts as applicable to this Agreement; and **NYSERDA** shall include Appendix A in its contracts with selected PON Contractors or its subconsultant(s)/subcontractor(s) performing NYSDOT-funded Project Work under the various research and demonstration PONs.

22. **RESPONSIBILITY PROVISIONS.**

General Responsibility. The Consultant shall, at all times during the Agreement, remain responsible. The Consultant agrees, if requested by the Commissioner of NYSDOT 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.

Suspension of Work (for Non-Responsibility). The Commissioner of NYSDOT (or his or her designee), in his or her sole discretion, reserves the right to suspend any or all activities under this Agreement at any time when he or she discovers information that calls into question the responsibility of the Consultant. In the event of such suspension, the Consultant will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Consultant shall comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of NYSDOT (or his or her designee) issues a written notice authorizing the resumption of performance under the Agreement.

Termination (for Non-Responsibility). Upon written notice to the Consultant, and a reasonable opportunity to be heard with appropriate NYSDOT or staff, the Agreement may be terminated by Commissioner of NYSDOT (or his or her designee) at the Consultant's expense where the Consultant is determined by the Commissioner of NYSDOT (or his or her designee) to be non-responsible. In such event, the Commissioner of NYSDOT (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.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

IN WITNESS WHEREOF, **this Contract #C031105** has been executed by the **STATE**, acting by and through the Commissioner of Transportation, and by **NYSERDA**, acting by its duly authorized representative, effective the day and year first written above. In addition to the acceptance of this Agreement, I also certify that original copies of this signature page shall be attached to all other exact copies of this Agreement.

RECOMMENDED BY:

_____

CONTRACT MANAGEMENT
DATE: _____

FOR THE PEOPLE OF THE STATE OF NEW YORK:

By: _____
William A. Howe, Director, Contract Mgt. Bur.
DEPARTMENT OF TRANSPORTATION
DATE: _____

By: _____
Jeffrey J. Pitkin, Treasurer
NEW YORK STATE ENERGY RESEARCH & DEVELOPMENT AUTHORITY
DATE: _____

---- NYSDOT/NYSERDA Research Partnership Agreement----

APPROVALS

ATTORNEY GENERAL

THOMAS P. DiNAPOLI

STATE COMPTROLLER

By: _____

Date: _____

Acknowledgement for Contract #C031105

State of New York)

County of) ss.:

On the _____ day of _____ in the year 2013, before me the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

NOTARY PUBLIC

My Commission Expires: _____

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed $85,000 (State Finance Law Section 163.6.a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

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

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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

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

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

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

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

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

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

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

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

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

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
Email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
Telephone: 212-803-2414
Email: mwbecertification@esd.ny.gov
http://esd.ny.gov/MWBE/directorySearch.html

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

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

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

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

Updated December 2012

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

APPENDIX A-1

SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)

2. 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:

3.

(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, color, 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 subcontactor 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.

The contractor shall take such action with respect to any subcontract or 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.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

APPENDIX B

REQUIREMENTS FOR FEDERALLY-AIDED TRANSPORTATION PROJECTS

There is a substantial body of requirements attached to the use of Federal highway or transportation aid. These requirements create or overlay processes, procedures, documentation requirements, authorizations, approvals and certifications that may be substantially greater or different from those that are not funded with Federal-aid and proceed under applicable State and local laws, customs and practices. Under Title 23 of the United States Code, the New York State Department of Transportation (NYSDOT) is responsible for the administration of transportation projects in New York State to which NYSDOT provides Federal highway or transportation-related aid. Through this Agreement, which provides or is associated with such funding, NYSDOT delegates various elements of project and funding administration as described elsewhere in this Agreement. In undertaking a Federally-aided project, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement with Federal-aid funding or project administration agrees to proceed in compliance with all the applicable Federal-aid requirements.

NYSDOT, in cooperation with FHWA, has assembled the body of Federal-aid requirements, procedures and practices in its "Procedures for Locally Administered Federal-Aid Projects" (available through NYSDOT's web site at: www.dot.ny.gov/plafap). In addition, the Municipality/Sponsor, Authority or Project Manager designated under this Agreement for Federal-aid funding or project administration that enters into Federally aided project construction contracts is required to physically incorporate into all its Federally aided construction contracts and subcontracts there under the provisions that are contained in Form FHWA-1273 (available from NYSDOT or electronically at: www.fhwa.dot.gov/programadmin/contracts/1273.htm).

In addition to the referenced requirements, the attention of Municipality/Sponsor hereunder is directed to the following requirements and information:

NON DISCRIMINATION/EEO/DBE REQUIREMENTS

The Municipality/Sponsor and its contractors agree to comply with Executive Order 11246, entitled "Equal Employment Opportunity" and United States Department of Transportation (USDOT) regulations (49 CFR Parts 21, 23, 25, 26 and 27) and the following:

1. **NON DISCRIMINATION**. No person shall, on the ground of race, color, creed, national origin, sex, age or handicap, be excluded from participation in, or denied the benefits of, or be subject to, discrimination under the Project funded through this Agreement.

2. **EQUAL EMPLOYMENT OPPORTUNITY**. In connection with the execution of this Agreement, the Municipality/Sponsor's contractors or subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin. Such contractors shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, national origin or age. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

3. **DISADVANTAGED BUSINESS ENTERPRISES**. In connection with the performance of this Agreement, the Municipality/Sponsor shall cause its contractors to cooperate with the State in meeting its commitments and goals with regard to the utilization of Disadvantaged Business Enterprises (DBEs) and will use its best efforts to ensure that DBEs will have opportunity to compete for subcontract work under this Agreement. Also, in this connection the Municipality or Municipality/Sponsor shall cause its contractors to undertake such actions as may be necessary to comply with 49 CFR Part 26.

   As a sub-recipient under 49 CFR Part 26.13, the Municipality/Sponsor hereby makes the following assurance.

   The Municipality/Sponsor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT)-assisted contract or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26. The Municipality/Sponsor shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of the United States Department of Transportation-assisted contracts. The New York State Department of Transportation's DBE program, as required by 49 CFR Part 26 and as approved by the United States Department of Transportation, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

FEDERAL SINGLE AUDIT REQUIREMENTS

Non-Federal entities that expend $500,000 or more in a year in Federal awards from all sources are required to comply with the Federal Single Audit Act provisions contained in U.S. Office of Management and Budget (OMB) Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations". Non-Federal entities that expend Federal awards from a single source may provide a program specific audit, as defined in the Circular. Non-Federal entities that expend less than $500,000 in a year in Federal awards from all sources are exempt from Federal audit requirements for that year, except as noted in Sec. 215 (a) of OMB Circular A-133 Subpart B--Audits, records must be available for review or audit by appropriate officials of the cognizant Federal agency 1 the New York State Department of Transportation, the New York State Comptroller=s Office and the U.S. Governmental Accountability Office (GAO).

Non-Federal entities are required to submit a copy of all audits, as described above, within 30 days of issuance of audit report, but no later than 9 months after the end of the entity's fiscal year, to the New York State Department of Transportation, Contract Audit Bureau, 50 Wolf Road, Albany, NY 12232. Unless a time extension has been granted by the cognizant Federal Agency and has been filed with the New York State Department of Transportation's Contract Audit Bureau, failure to comply with the requirements of OMB Circular A-133 may result in suspension or termination of Federal award payments.

THE CATALOG OF FEDERAL DOMESTIC ASSITANCE

The Catalog of Federal Domestic Assistance (CFDA 2), is an on-line database of all Federally-aided programs available to State and local governments (including the District of Columbia); Federally recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.

THE CFDA IDENTIFICATION NUMBER

OMB Circular A-133 requires all Federal-aid recipients to identify and account for awards and expenditures by CFDA Number. The Municipality/Sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

The most commonly used CFDA number for the Federal Aid Highway Planning and Construction program is 20.205.

Additional CFDA numbers for other transportation and non-transportation related programs are:

20.215 Highway Training and Education
20.219 Recreational Trails Program
20.XXX Highway Planning and Construction - Highways for LIFE;
20.XXX Surface Transportation Research and Development;
20.500 Federal Transit-Capital Investment Grants
20.505 Federal Transit-Metropolitan Planning Grants
20.507 Federal Transit-Formula Grants
20.509 Formula Grants for Other Than Urbanized Areas
20.600 State and Community Highway Safety
23.003 Appalachian Development Highway System
23.008 Appalachian Local Access Roads

PROMPT PAYMENT MECHANISMS

In accordance with 49 CFR 26.29, and NY State Finance Law 139-f or NY General Municipal Law 106-b(2) as applicable:

(a) You must establish, as part of your DBE program, a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 7 calendar days from receipt of each payment you make to the prime contractor.

(b) You must ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed. You must use one of the following methods to comply with this requirement:

---

[1] The designated cognizant agency for audit shall be the federal awarding agency that provides the predominant amount of direct funding to a recipient unless OMB changes it.

[2] www.cfda.gov/

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

(1) You may decline to hold retainage from prime contractors and prohibit prime contractors from holding retainage from subcontractors.

(2) You may decline to hold retainage from prime contractors and require a contract clause obligating prime contractors to make prompt and full payment of any retainage kept by prime contractor to the subcontractor within 7 calendar days after the subcontractor's work is satisfactorily completed.

(3) You may hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 7 calendar days after your payment to the prime contractor.

(c) For purposes of this section, a subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the recipient. When a recipient has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

(d) Your DBE program must provide appropriate means to enforce the requirements of this section. These means may include appropriate penalties for failure to comply, the terms and conditions of which you set. Your program may also provide that any delay or postponement of payment among the parties may take place only for good cause, with your prior written approval.

(e) You may also establish, as part of your DBE program, any of the following additional mechanisms to ensure prompt payment:

(1) A contract clause that requires prime contractors to include in their subcontracts language providing that prime contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. You may specify the nature of such mechanisms.

(2) A contract clause providing that the prime contractor will not be reimbursed for work performed by subcontractors unless and until the prime contractor ensures that the subcontractors are promptly paid for the work they have performed.

(3) Other mechanisms, consistent with this part and applicable state and local law, to ensure that DBEs and other contractors are fully and promptly paid.

March 2013

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

APPENDIX C

SPECIAL EQUAL EMPLOYMENT OPPORTUNITY PROVISIONS

Specific Equal Employment Opportunity Responsibilities

1. GENERAL (a) Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity, as required by Federal Executive Order 11246, Federal Executive Order 11375, and NYS Executive Order 45, are set forth in required Contract Provisions (Form PR-1273 or 1316, as appropriate) and those Special Provisions which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal-Aid Highway Act of 1968. Non-discrimination and affirmative action are also required by the State Labor Law, Section 220-e, as amended, and the Regulations of the NYS Department of Transportation relative to federally-assisted programs (Title 49, Code of Federal Regulations, Part 21 and Section 21.5), including employment practices when the agreement covers a program set forth in Appendix B of the Regulations. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for projects activities under this contract.

(b) The CONSULTANT will work with the STATE and the Federal Government in carrying out equal employment opportunity obligations and in their review of their activities under this contract.

(c) The CONSULTANT and all their sub-consultants and/or sub-contractors holding sub-contracts of $10,000 or more will comply with the following minimum specific requirements of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to contractors and sub-contractors.) The CONSULTANT will include these requirements in every sub-contract with such modification of language as is necessary to make them binding on the sub-contractor.

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY The CONSULTANT, their sub-consultant and/or sub-contractor or any person acting on behalf of the CONSULTANT or sub-consultant and/or sub-contractor will accept as their operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, national origin, age, disability or marital status, and to promote the full realization of equal employment opportunity through a positive continuing program. "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, or during consideration for employment, without regard to their race, religion, sex, or color, national origin, age, disability or marital status. Such non-discriminatory action shall include, but not be limited to: employment, job assignment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

3. EQUAL EMPLOYMENT OPPORTUNITY OFFICER The CONSULTANT will designate and make known to the New York State Department of Transportation contracting officers an Equal Employment Opportunity Officer and a Minority Business Enterprise officer (hereinafter referred to as the EEO Officer and M.B.E. Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active equal employment opportunity program and who must be assigned adequate authority and responsibility to do so.

4. DISSEMINATION OF POLICY (a) All members of the CONSULTANT's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the CONSULTANT's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less than once every six months, at which time the CONSULTANT's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory (first level of supervision and above) or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the CONSULTANT's equal employment opportunity obligations within thirty days following their reporting for duty with the CONSULTANT.

(3) All personnel who are engaged in direct recruitment for the project will be instructed in the CONSULTANT's procedures for locating and hiring minority group employees by the EEO Officer or appropriate company official. (Minority group referred to herein shall mean Black, Hispanic, Asian/Pacific Islander, American Indian/Alaskan.)

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

(b) In order to make the CONSULTANT's equal employment opportunity policy known to all employees, prospective employees and potential sources or employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the CONSULTANT will take the following actions:

(1) Notices and posters setting forth the CONSULTANT'S equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The CONSULTANT's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

(c) In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a sub-contract, including procurements of materials or equipment, each potential sub-contractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this agreement and the Regulations relative to non-discrimination.

5. RECRUITMENT (a) When advertising for employees, the CONSULTANT will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived. These advertisements shall state that all qualified applicants will be afforded equal employment opportunity without regard to race, religion, sex, color, national origin, age, disability or marital status.

(b) The CONSULTANT will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the CONSULTANT's EEO Officer will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the CONSULTANT for employment consideration. In the event the CONSULTANT has a valid bargaining agreement providing for exclusive hiring hall referrals, the CONSULTANT is expected to observe the provisions of that agreement to the extent that the system permits the CONSULTANT's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the CONSULTANT to do the same, such implementation violates Executive Order 11246.

(c) The CONSULTANT will encourage present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. PERSONNEL ACTIONS Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age, disability or marital status. The following procedures shall be followed:

(a) The CONSULTANT will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

(b) The CONSULTANT will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory practices.

(c) The CONSULTANT will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the CONSULTANT will promptly take corrective action. If the review indicated that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

(d) The CONSULTANT will promptly investigate all complaints of alleged discrimination made in connection with obligations under this agreement, will attempt to resolve such complaints, and will take appropriate corrective action within 15 days. All subsequent corrective actions or decisions will also be documented and forwarded to the NYS Department of Transportation Compliance Officer within 7 days after such action has taken place. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the CONSULTANT will inform every complainant of the results and all of their avenues of appeal should the complaint be denied.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

7. TRAINING AND PROMOTION (a) The CONSULTANT will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

(b) Consistent with the CONSULTANT's work force requirements and as permissible under the Federal and State regulations, the CONSULTANT shall make full use of training programs; i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance. In the event the Training Special Provision is provided under this contract, this subparagraph is superseded thereby.

c) The CONSULTANT will advise employees and applicants for employment of available training programs and entrance requirements for each.

(d) The CONSULTANT will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. UNIONS If the CONSULTANT relies in whole or in part upon unions as a source of employees, the CONSULTANT will use their best effort to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and, to effect referrals by such unions of minority and female employees. The CONSULTANT will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice to be provided by the State Division of Human Rights, advising such labor union or representative of the CONSULTANT's compliance and with the non-discrimination clauses. Actions by the CONSULTANT, either directly or through a CONSULTANT's association acting as agent, will include the procedures set forth below:

(a) The CONSULTANT will use their best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

(b) The CONSULTANT will use their best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age, disability or marital status.

(c) The CONSULTANT is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union, and such labor union refuses to furnish such information to the CONSULTANT. The CONSULTANT shall so certify to the STATE and shall set forth what efforts have been made to obtain such information. Further, if the CONSULTANT was directed to do so by the contracting agency as part of the bid or negotiations of this contract, the CONSULTANT shall request such labor union or representative to furnish him with a written statement that such labor union or representative accepts the non-discrimination clauses and will affirmatively cooperate, within the limits of its legal and contractual authority, in the implementation of the policy and provisions of these non-discrimination clauses or that it consents and agrees that recruitment, employment and the terms and conditions of employment under this contract shall be in accordance with the purposes and provisions of these non-discrimination clauses. If such labor union or representative fails or refuses to comply with such a request that it furnish such a statement, the CONSULTANT shall promptly notify the State Division of Human Rights and set forth what efforts have been made to obtain such information.

(d) In the event the union is unable to provide the CONSULTANT with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the CONSULTANT will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age, disability or marital status, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the CONSULTANT has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the CONSULTANT from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such CONSULTANT shall immediately notify the New York State Department of Transportation.

9. AFFIRMATIVE ACTION IN SUBCONTRACTING (a) The CONSULTANT will not discriminate on the grounds of race, religion, sex, color, national origin, age, disability or marital status in the selection of subcontractors, including procurements and leases of equipment.

(b) If the CONSULTANT determines to use a subcontractor as part of this agreement, affirmative action shall be taken to increase the participation of minority business firms in that work. As part of that affirmative action, the CONSULTANT will identify and contact minority business firms and solicit proposals for the work to be subcontracted

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

The STATE will provide a list of names of minority business firms to the CONSULTANT. Another source that should be contacted for a list of minority business firms is the Governor's Office of Minority & Women's Business Development (GOMWBD).

(c) The CONSULTANT will document the affirmative action steps taken to comply with paragraph 9b. Such documentation will be provided at the time or submittal of a formal proposal to the State's Contracts Bureau.

(d) By execution of this agreement, the CONSULTANT certifies that the affirmative action steps in 9a, 9b & 9c above were taken when soliciting proposals for the work in this agreement indicated to be subcontracted and that these steps will be taken should any work be subcontracted in the future.

(e) The CONSULTANT will insure binding subcontractor and vendor compliance with their EEO obligations. The CONSULTANT will take such actions in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for non-compliance. If the CONSULTANT becomes involved in or is threatened with litigation with a subcontractor or a vendor as a result of such direction by the contracting agency, the CONSULTANT shall promptly so notify the Attorney General, requesting him to intervene and protect the interest of the State of New York.

10. RECORDS AND REPORTS (a) The CONSULTANT will keep such records as are necessary to determine compliance with the CONSULTANT's equal employment opportunity obligations. The records kept by the CONSULTANT will be designed to indicate:

(1) The number of minority and non-minority group members and women employed in each work classification on the project, where required by the NYS D.O.T Compliance Officer.
(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to CONSULTANTS who rely in whole or in part on unions as a source of their work force).
(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees.
(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.
(5) Compliance with all other requirements in these provisions such as meetings, instructions, employment efforts, etc.

(b) The CONSULTANT will comply with Sections 291-299 of the Executive Law and Civil Rights Law and will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts other sources of information, and its facilities as may be determined by State or Federal officials to be pertinent to ascertain compliance with such Regulations, orders and instructions. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State and the Federal Highway Administration.

(c) Failure to comply with these Special EEO Provisions may be considered unsatisfactory performance and may subject the agreement to termination under the termination article of this agreement. Non-compliance may result in the CONSULTANT's being declared ineligible for future agreements made by or on behalf of the STATE or a public authority or agency of the STATE, until he satisfies the State Commissioner of Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commissioner of Human Rights after conciliation efforts by the State Division of Human Rights have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the State Division of Human Rights, notice thereof has been given to the CONSULTANT and an opportunity has been afforded them to be heard publicly before the State Commissioner of Human Rights or official designee. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided for by law. These may include, but are not limited to:

(1) withholding of payments to the CONSULTANT under the agreement until the CONSULTANT complies, and/or
(2) cancellation, termination or suspensions of the agreement in whole or in part.

11. TRAINING SPECIAL PROVISIONS This Training Special Provision supersedes paragraph 7.b above and is in implementation of 23 CFR Subpart A, Section 230.111 & Executive Order 11246.

As part of the CONSULTANT's equal employment opportunity affirmative action program training shall be provided as follows:

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

The CONSULTANT shall provide on-the-job training aimed at developing full competence in the job classification involved.

The number of months of training to be provided under these special provisions is previously stated in this Agreement.

In the event that the CONSULTANT subcontracts a portion of the contract work, it shall be determined how many, if any, of the trainees are to be trained by the subcontractor, provided however, that the CONSULTANT shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The CONSULTANT shall also insure that this training special provision is made applicable to such subcontract.

The number of trainees shall be distributed among the work classifications on the basis of the CONSULTANT's needs. Along with their proposal, the CONSULTANT shall submit to the New York State Department of Transportation for approval the proposed number of trainees to be trained in each selected classification, their estimated salaries and a training schedule. The salaries to be paid trainees shall not be less that 75 percent of the average hourly rate approved in the agreement for the classification to be trained. During the period from the beginning of the project to its completion, the trainee shall receive reasonable salary increases commensurate to the abilities and effort exerted by the trainee. The training schedule required should indicate the start of work and appropriate incremental salary steps in accord with the above.

Training and upgrading the proficiency of minorities and women is a primary objective of this Training Special Provision. Accordingly, the CONSULTANT shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The CONSULTANT will be responsible for demonstrating the steps that have been taken in pursuance thereof, prior to a determination as to whether the CONSULTANT is in compliance with this Training Special Provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training program or in a classification in which they have been employed. The CONSULTANT should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the CONSULTANT's records should document the findings in each case.

The minimum length and type of training for each classification will be as established in the training schedule developed by the CONSULTANT and approved by the State and Federal Highway Administration. The State and the Federal Highway Administration shall approve a program if it reasonably calculated to meet the equal employment opportunity obligations of the CONSULTANT and to assist in qualifying the average trainee toward proficiency in the classification concerned by the end of the training period. Approval of a training program shall be obtained from the State prior to commencing work on the classification covered by the program. Training is permissible in lower level management positions. Some offsite training is permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

The CONSULTANT will be reimbursed for the cost of any and all training under the payment terms of this agreement. This can include offsite training cost as discussed above. All offsite training must be defined in the training schedule. All costs claimed or calculated for training must be directly related to the work defined in the scope of this agreement and/or added by supplemental agreement.

The CONSULTANT must demonstrate their best efforts and evidence good faith in hiring trainees for positions in the classification in which they have completed training.

The CONSULTANT shall furnish the trainee a copy of the program they will follow in the training. The CONSULTANT shall provide each trainee with a certification showing the type and length of training satisfactorily completed.

The CONSULTANT will provide for the maintenance of records and furnish periodic reports documenting their performance under this Training Special Provision.

Updated December 2012

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

EXHIBIT A

State Consultant Services Contractor's Annual Employment Report

FORM B

OSC Use Only:
Reporting Code:
Category Code:

State Consultant Services
Contractor's Annual Employment Report

Report Period: April 1, to March 31,

Contracting State Agency Name: Transportation Agency Code: 3900283
Contract Number: C031105
Contract Term: July 1, 2013 to June 30, 2018
Contractor Name: New York State Energy Research & Development Authority
Contractor Address: 17 Columbia Circle, Albany, New York 12203-6399
Description of Services Being Provided: NYSDOT/NYSERDA Research Partnership Agreement

Scope of Contract (Choose one that best fits):

Analysis ☐ Evaluation ☐ Research ☒ Training ☐
Data Processing ☐ Computer Programming ☐ Other IT consulting ☐
Engineering ☐ Architect Services ☐ Surveying ☐ Environmental Services ☐
Health Services ☐ Mental Health Services ☐
Accounting ☐ Auditing ☐ Paralegal ☐ Legal ☐ Other Consulting ☐

O*NET Employment Category Number and O*NET Job Title	Number of Employees	Number of Hours Worked	Amount Payable Under the Contract
Total this page	0	0	$ 0.00
Grand Total			

Name of person who prepared this report:
Preparer's Signature:_____
Title: Phone #:
Date Prepared: / /

Use additional pages if necessary) Page of

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

CONTRACT NO. C031105
NYSDOT/NYSERDA RESEARCH PARTNERSHIP AGREEMENT

SCHEDULE A

SCOPE OF SERVICES

I. INTRODUCTION

Under Comptroller's Contract Numbers C012668 and C030749, the New York State Department of Transportation (the "Department") has maintained a longstanding contractual relationship with the New York State Energy and Research Development Authority ("NYSERDA") that has enabled the joint funding of transportation research and demonstration projects. C012668 was structured as a five-year agreement with a three-year extension and expired in February 2009. C030749 was structured as a three year agreement and expired on December 31, 2012.

This Agreement establishes a follow-on contractual relationship for a period of seven years between the Department and NYSERDA to pool a portion of their research funds in order to conduct mutually beneficial transportation research and demonstration projects. In all cases, the parties conducting the research or performing the demonstration will be competitively selected following NYSERDA's approved procedures.

II. PARTNERSHIP OBJECTIVES AND SCOPE

Partnership Objectives

The purpose of the partnership is to leverage limited funding streams to conduct mutually beneficial transportation research and demonstration projects and maximize the benefits achieved by the funded research. This partnership is expected to develop effective ways to preserve and maintain the State's existing multi-modal transportation system and assets; improve overall transportation system integration, energy efficiency and economics; advance livability and sustainability; and foster better interaction and technology transfer within the research community.

Working in partnership allows NYSERDA to learn of the near and long term needs of the Department. The insights gained by NYSERDA in working with numerous Department Program Managers will be lost without a new contract that continues the partnership. The Department benefits by being able to join research projects selected by NYSERDA through its normal transportation research program. The insights gained in being part of the research helps the Department develop policies, procedures and otherwise implement the research results.

Without the ability to pool funds for a common purpose, the New York State transportation research conducted will be independent at best and uncoordinated at worst. Opportunities

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

to link research to the practical needs of the Department and to provide researchers with access to information and transportation infrastructure will be hindered. The ability of Department staff to guide cutting edge research and improve its applicability for implementation will also be diminished.

Partnership Scope

An annual transportation research and demonstration solicitation shall be developed jointly with the Department and issued by NYSERDA. The solicitation shall be broadly structured to attract proposals with the highest potential of improving the energy efficiency of the existing multi-modal transportation system in New York State. Additionally, the following activities shall be accomplished to support the development and administration of the joint research program.

Task 1. Solicitation Development

Working closely with Department staff, NYSERDA shall draft an annual solicitation to attract cost-shared proposals that support the research and demonstration of cutting edge transportation technologies in New York State. The solicitation shall follow NYSERDA's approved procurement practices and clearly identify program and proposal requirements, as well as evaluation criteria and benefits sought.

Task 2. Solicitation Administration

Upon development of the joint solicitation and with close collaboration from Department staff, NYSERDA shall follow approved procurement practices to perform the following:

- issue the Solicitation with appropriate web postings and through listing in the NYS Contract Reporter;
- widely advertise and market the Solicitation through targeted mailings, as well as web-based distribution via relevant electronic newsletters;
- receive the ensuing proposals maintaining chain of custody and confidentiality;
- establish a Technical Evaluation Panel (TEP) and distribute the proposals and evaluation materials;
- conduct a TEP meeting to jointly score and rank the proposals;
- thoroughly document the evaluation process and the findings of the TEP;
- allocate available funding in line with the TEP findings; and
- issue letters to the proposers informing them of the solicitation results.

Task 3. Contract Management

Upon completion of the solicitation process and with close collaboration from Department staff, NYSERDA shall follow approved procurement practices to perform the following:

- negotiate a final Statement of Work, Schedule and Budget with each funded proposer, incorporating any recommendations of the TEP;

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

- execute a contract between NYSERDA and the funded proposer;
- establish a Department co-manager for each funded project;
- conduct site visits, receive and review progress reports and invoices;
- identify potential problems and initiate appropriate action;
- provide technical and business related value-added to projects;
- pay approved invoices within NYSERDA's Prompt Pay 30-day window;
- invoice the Department quarterly for a prorated portion of the paid invoices; and
- receive, review and approve Final Reports and provide them to Department staff.

Partnership Schedule

Services shall be provided over a seven year period of performance. The Term of this Agreement shall be five years (60 months) for the co-funding of joint solicitations with two additional years (24 months) to complete projects initiated during the first five years with no new solicitations issued under this Agreement after the initial 60 month term has expired.

Partnership Budget

Each solicitation is planned for up to $3,000,000 with the Department's annual commitment being planned not-to-exceed $2,000,000 and NYSERDA's annual commitment being planned at 50% of the Department's funding not-to-exceed $1,000,000. All funding shall be subject to the continued availability and authorization of federal, state and third party funds for this purpose. The Department makes no guarantee that all or any of the identified funds will be spent.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

CONTRACT NO. C031105
NYSDOT/NYSERDA RESEARCH PARTNERSHIP AGREEMENT

SCHEDULE B

BUDGET

SFY 2013/2014.....	$ 2,000,000
SFY 2014/2015.....	$ 2,000,000
SFY 2015/2016.....	$ 2,000,000
SFY 2016/2017.....	$ 2,000,000
SFY 2017/2018.....	$ 2,000,000
Total Budget.....	$10,000,000

NOTE: Funds programmed before the expiration of the contract term on June 30, 2018, have two additional years to be expended. No new funds may be programmed or added to the contract after the contract expiration date on June 30, 2018, unless the Active Term is extended by a Supplemental Agreement.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Exhibit G ***(5/26/20)***

ADDITIONAL COVID-19 TERMS AND CONDITIONS FOR ALL NYSERDA AGREEMENTS

In response to the ongoing COVID-19 pandemic, beginning in March 2020, Governor Cuomo issued a series of Executive Orders addressing various categories of business activities, including, but not limited to, construction, manufacturing, administrative, and professional services. In addition, Empire State Development (ESD) was authorized to develop *Guidance for Determining Whether a Business Enterprise is Subject to a Workforce Reduction Under Recent Executive Orders*. Although much of NYSERDA's clean energy efforts involve construction activity, NYSERDA engages in many other activities that are affected by State COVID-19 directives and requirements.

The State has also established a series of metrics required to begin a phased reopening plan. The phase-in plan prioritizes businesses considered to have a greater economic impact and inherently low risks of infection for the workers and customers, followed by other businesses considered to have less economic impact, and those that present a higher risk of infection spread.[3] Pursuant to Executive Order 202.31 and "NY Forward," New York will reopen on a regional basis as each region meets the criteria necessary to protect public health.

For New York State regions and approved activities that have been deemed reopened pursuant to the State's Regional Monitoring Dashboard, and in light of the paramount importance placed on health and safety at this time, NYSERDA hereby directs and requires that NYSERDA contractors performing clean energy activity pursuant to a NYSERDA contract or program to comply with all Executive Orders addressing the COVID-19 pandemic, and in all events, NYSERDA contractors are expected to continue to comply with all relevant State, federal and local rules. All contractors are also accountable for staying current with any updates to these requirements. COVID-19 related guidance and references can be found on NYSERDA's website at: https://www.nyserda.ny.gov/ny/COVID-19-Response, and is hereby deemed incorporated herein, as may be updated from time to time.

Phase I of reopening does include all construction activity. All NYSERDA contractors specifically engaging in construction activity are required to, without limitation, adhere to and attest to the New York State Department of Health (NYS DOH) *Interim Guidance for Construction Activities During the COVID-19 Public Health Emergency* prior to commencing work on NYSERDA clean energy construction projects. The attestation is embedded within the

[3] In accordance with ESD's current Essential Business Guidance and subject to all relevant health and safety requirements, NYSERDA is hereby allowing its contractors performing program work pursuant to a NYSERDA contract or program to undertake the following activities on a Statewide basis:

- electric power generation and storage-related development, construction, operation or maintenance, except with respect to new solar projects on residential sites (which residential projects must continue to follow the regional reopening);
- electric vehicle (EV) charging station installation, operation and maintenance at commercial and government sites; and
- activity by a single worker who is the sole worker on a project site.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

Guidance Document and NYSERDA advises that contractors maintain a copy of such attestation for their records. Also, as included in the NYS DOH Construction Guidance, for all contractors performing construction activities, completed safety plans must be conspicuously posted on a project site. The State has provided a template to assist in developing Business Safety Plans, which is available through the NY Forward website as well as NYSERDA's COVID-19 webpage. While these plans are not required to be submitted to NYSERDA or a State agency for approval, they must be retained on the premises of the business or construction site and must made available to the NYS DOH or local health or safety authorities in the event of an inspection.

In accordance with Executive Order 202.31, business activities may only commence for New York State regions that have been deemed reopened and is limited to only those activities approved for reopening. For state regions and activities that remain on PAUSE, or for reopened areas that revert back to PAUSE, NYSERDA continues to direct a pause in work until that region is re-opened for all NYSERDA contractors performing program activity pursuant to a NYSERDA contract or program, requiring in-person presence at a project site, that is not explicitly permitted under State directives or guidance.

During this time of uncertainty, NYSERDA is committed to working collaboratively with its Contractors to address contractual obligations when performance under the contract may be suspended or delayed due to COVID-19-related limitations in business activity that are beyond the reasonable control of either NYSERDA or the Contractor.

NYSERDA takes health and safety issues of its contractors and program participants very seriously and will strictly enforce compliance with Executive Order 202.31, and any relevant subsequent Executive Orders, and this guidance, as well as existing contractual obligations that require NYSERDA's contractors to comply with all general and special Federal, State, municipal and local laws, ordinances and regulations that may in any way affect the performance of agreements executed with NYSERDA. Accordingly, non-compliance may give rise to disciplinary action, which may include, without limitation:

- orders to stop work;
- immediate termination of the Agreement;
- a determination of ineligibility to participate in one or more NYSERDA program efforts, on either a temporary or permanent basis;
- reporting of non-compliant activity to enforcement authorities, including but not limited to the NY Forward online complaint submission form, which will result in investigation and, if credible, enforcement.

This guidance supersedes all previously issued guidance and shall be deemed to modify any applicable provisions in any NYSERDA contract, program rule, guideline, manual, solicitation or other applicable document or agreement.

Attachment: NYSERDA complete 3-17-21 (RES-2021-266 : Smart Signal Implementation in the Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 22976 **RESOLUTION 2021-267** **ADOPTED**

Approval to Spend Funds - Veterans Memorial-2021

The Veterans Memorial Fountain is in need of various maintenance and repairs to the filtration system, i.e.: various filter replacement and repair, chlorine, etc.

We are respectfully requesting the authorization of spending up to $2,000.00 from the Trust Account T4017:4002 for the various repairs.

Thank you for your time and consideration.

3/22/2021
Consent

FINANCIAL IMPACT:

T4017 : 4002 NOT TO EXCEED $2,000.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 22988 **RESOLUTION 2021-268** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback - Delacy Ford - CRS # 2430

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the County of Erie with Delacy Ford, 3601 Transit Road, Elma, NY 14059, for the purchase of Auto and Truck Dealer Repairs for parts and service from:

Delacy Ford and the County of Erie, Bid Reference # 219039-004, from the Town of Amherst from 02/01/2019 through 01/31/2022.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS # 2430) and the approval of the Town Attorney.

3/22/2021
Consent

FINANCIAL IMPACT:

TOWN WIDE; VARIOUS; TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 22982 **RESOLUTION 2021-269** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective March 23, 2021, Temporary, $12.50 ph, Step 1 for Joshua Seyse.

Replacing an employee who was promoted to Full-Time.

3/22/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 22996 **RESOLUTION 2021-270** **ADOPTED**

Laborer - Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 23, 2021 at a hourly rate of $16.68, Step A for Tyler Nelson.

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

3/22/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 22995 **RESOLUTION 2021-271** **ADOPTED**

Maintenance Worker - Engineering Department

Please appoint a Maintenance Worker to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 23, 2021 at a hourly rate of $19.06, Grade II, Step A for Christopher DiSalvo.

This position will fill a vacancy due to a retirement.

3/22/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23030 **RESOLUTION 2021-272** **ADOPTED**

Project Manager - Engineering Department

Please appoint a Project Manager to the Engineering Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 23, 2021 at an annual salary of $75,941, Grade 18, Step F for Christopher Schregel.

This is a promotion for an employee currently serving as Principal Engineer Assistant.

3/22/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23044 **RESOLUTION 2021-273** **ADOPTED**

Wastewater Treatment Plant Superintendent

Please appoint a Wastewater Treatment Plant Superintendent to the Engineering Department, Plant #16. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 23, 2021 at an annual salary of 104,847.33, Grade 1, Step I for Donald Willert.

This is a promotion for an employee currently serving as Process Supervisor - Wastewater Treatment Plant.

3/22/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23035 **RESOLUTION 2021-274** **ADOPTED**

Building & Zoning Clerk - Building Department

Please appoint a Building & Zoning Clerk to the Building Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective March 23, 2021 at an annual salary of $38,745, Grade 8, Step A for Karrie Princess.

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

3/22/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 23042 **RESOLUTION 2021-275** **ADOPTED**

Senior Clerk - Police Department

Please appoint a Senior Clerk to the Police Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective March 23, 2021 at an annual salary of $34,800, Grade 5, Step A for Kathleen Middione.

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

3/22/2021
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 23008 **RESOLUTION 2021-276** **ROLL CALL VOTE (ADOPTED)**

To Authorize the Supervisor to Sign an Agreement with the Legal Aid Bureau of Buffalo, Inc. (The Legal Aid Bureau) for Free Legal Services CRS #2468

WHEREAS, the Town of Amherst received a second special appropriation of the Coronavirus Aid, Relief and Economic Security (CARES) Act funding through the Town's Community Development Block Grant Program (CDBG-CV); and

WHEREAS, on January 4, 2021 the Town Board approved a substantial amendment to the 2020 Annual Action Plan for Community Development to allocate the second appropriation of CDBG-CV funding; and

WHEREAS, the amendment included a $25,000 award for The Legal Aid Bureau to manage increased legal assistance requests from Town residents due to pandemic related housing insecurity; and

WHEREAS, The Legal Aid Bureau has over 100 years of experience successfully serving low-income populations in Western New York; and

WHEREAS, Community Development staff recommends that the Town contract with The Legal Aid Bureau for the provision of legal services for the period of April 1, 2020 through August 31, 2021; now therefore be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into an agreement with The Legal Aid Bureau attached hereto for an amount not to exceed $25,000.00 for the period of April 1, 2020 through August 31, 2021.

3/22/2021
Councilmember Bucki recused herself.

A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved via Roll Call vote 4-0.

FINANCIAL IMPACT:

The funds necessary to enter into a contract with The Legal Aid Bureau have been budgeted in the FY 2020 (N20-64 4000) CDBG budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 0]**
SECONDER:	Brian J. Kulpa, Jacqualine Berger
AYES:	Kulpa, Berger, Lavin, Szukala
RECUSED:	Bucki

Amherst

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

Brian J. Kulpa, Supervisor
Daniel C. Howard, A Planning Director
Ellen M. Kost, AIC Assistant Planning Dir

March 15, 2021

Agenda of March 22, 2021

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

Subject: Contract with The Legal Aid Bureau of Buffalo, Inc. for free legal services

Honorable Board Members:

On January 4, 2021 a substantial amendment was approved for the 2020 Annual Action Plan for Community Development. The amendment included a $25,000 award to The Legal Aid Bureau of Buffalo, Inc. (The Legal Aid Bureau) to provide Amherst's low-income populations with legal services related to housing insecurity brought on by the pandemic.

The $25,000 allocation is funded through the second special appropriation of the Coronavirus Aid, Relief and Economic Security (CARES) Act funding appropriated to the Town's Community Development Block Grant Program (CDBG-CV).

The Legal Aid Bureau has been successfully serving the WNY community for over 100 years. Community Development staff recommends that the Town approve the attached contract with The Legal Aid Bureau for the provision of these services for 2020-2021.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with The Legal Aid Bureau for the period April 1, 2020 through August 31, 2021. Adequate funds are available in the CDBG budget to cover the maximum $25,000.00 cost of the proposed contract.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Legal Services\Legal Aid Bureau\Legal_Aid_TB_Letter_3.22.21.docx

Attachment: Legal Aid Letter to TB (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

AGREEMENT

THIS AGREEMENT, entered into this 9 day of March, 2021 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as the "Town"), and THE LEGAL AID BUREAU OF BUFFALO, INC. a private, not-for-profit corporation, with its principal office for the transaction of business at 290 Main Street, Suite 400, Buffalo, New York 14202 hereinafter referred to as "The Legal Aid Bureau".

WITNESSETH:

WHEREAS, the Town has received a special appropriation of Community Development Block Grant (CDBG) funding made available as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, pursuant to the Housing and Community Development Act of 1974, as amended, and one of the purposes of said CARES Act is to prevent, prepare for and respond to the Coronavirus Pandemic; and

WHEREAS, the provision of free legal services for low income tenants and landlords, specifically to prevent eviction, foreclosure and homelessness of residents in the Town of Amherst as a result of financial impacts from the Coronavirus Pandemic would constitute an expansion and improvement of community services consistent with the purposes of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, "The Legal Aid Bureau" has successfully provided legal services for Erie County residents for over 100 years; and

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) ""The Legal Aid Bureau"" shall mean The Legal Aid Bureau of Buffalo, Inc.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -- Scope of Services and Reporting Requirements.
   (b) Exhibit "B" -- 2020 Income Guidelines and Stats Chart.

3. "The Legal Aid Bureau", for consideration herein provided, shall perform the services as described in Exhibit "A attached hereto and made a part hereof.

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

4. "The Legal Aid Bureau" shall prior to execution of this Agreement provide to the Town certificates of insurance evidencing compliance with the provisions of the Addendum to Contract attached hereto and incorporated herein. "The Legal Aid Bureau" agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by "The Legal Aid Bureau" of the terms and conditions of this Agreement.

5. The Town agrees to pay "The Legal Aid Bureau" not more than twenty-five thousand dollars (**$25,000.00**) during the period from April 1, 2020 through August 31, 2021 for the services it provides to Town residents. The Town reserves the right to extend the agreement in consultation with the "The Legal Aid Bureau" based on the continuation of Coronavirus Pandemic conditions warranting an extension or due to continued extensions of Local or State Coronavirus emergency declarations beyond August 31, 2021.

6. "The Legal Aid Bureau" shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the requests for payment for the period covering January 1, 2021 through December 31, 2021 to be submitted no later than January 10, 2022 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by "The Legal Aid Bureau" shall not exceed $25,000.00.

7. "The Legal Aid Bureau" agrees that it shall keep and maintain separate books of account and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for the federal government all "The Legal Aid Bureau's facilities, books and other financial and statistical data as they relate to the application, acceptance, and use of federal funds for this federally assisted program. The Town and "The Legal Aid Bureau" agree to comply with the regulations, policies, guidelines and requirements of Office of Management and Budget Circulars A-102, and A-133 as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. "The Legal Aid Bureau" agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

9. This Agreement shall be valid only to the extent a special appropriation of Community Development Block Grant funds are made available to the Town as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) of 2020, and pursuant to the Town's status as an Entitlement community under Title I of the Housing Community Development Act of 1974, as Amended, for the purposes of the terms of this Agreement. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2020 Annual Action Plan as approved by the Amherst Town Board on February 3, 2020 and Substantially Amended for the CARES Act special appropriations by the Amherst Town Board on January 4, 2021.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be in effect from April 1, 2020 through August 31, 2021. The Town reserves the right to extend the agreement in consultation with the "The Legal Aid Bureau" based on the continuation of Coronavirus Pandemic conditions warranting an extension or due to continued extensions of Local or State Coronavirus emergency declarations beyond August 31, 2021.

12. "The Legal Aid Bureau" shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with "The Legal Aid Bureau's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to "The Legal Aid Bureau" or its employees.

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to "The Legal Aid Bureau" either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that "The Legal Aid Bureau" shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) "The Legal Aid Bureau" reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. "The Legal Aid Bureau" further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to "The Legal Aid Bureau" upon such termination shall be based upon the value of the services performed by "The Legal Aid Bureau" up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by "The Legal Aid Bureau" in writing, addressed to the Town's Planning Director for subsequent action.

16. "The Legal Aid Bureau" agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Nondiscrimination**

"The Legal Aid Bureau" shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and 109 of Title I of the Housing and Community Development Act as amended of 1974, Section 505 of the Rehabilitation Act of 1973 (29 U.S.C. Section 974), the Americans with Disabilities

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

Act of 1990, the Age Discrimination Act of 1975, Section 402 of the Vietnam Era Veterans Readjustment Assistance Act (39 U.S.C. Chapter 42) and all regulations promulgated with respect thereto including the regulations under 24 CFR Part 1. No person in the United States shall on the ground of race, age, color, creed, religion, national origin, sex, disability, or because he or she is a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program, activity, or service provided pursuant to this Agreement.

18. **Equal Employment Opportunity**

In carrying out this Agreement, "The Legal Aid Bureau" shall not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. "The Legal Aid Bureau" shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, disability or because he or she is a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. "The Legal Aid Bureau" shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provision of this nondiscrimination clause. "The Legal Aid Bureau" shall state that all qualified applicants will receive consideration for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. "The Legal Aid Bureau" shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, disability or because he or she is a disabled veteran or veteran of the Vietnam era. "The Legal Aid Bureau" shall incorporate the foregoing requirements of this paragraph in all of its contracts for work under this Agreement, except contracts for construction work or modification thereof, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for work under this Agreement.

19. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

20. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

"The Legal Aid Bureau" shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. "The Legal Aid Bureau" shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

21. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

22. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

No member, officer, or employee of "The Legal Aid Bureau" or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. "The Legal Aid Bureau" shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

23. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

24. **Nondiscrimination in Housing.**

"The Legal Aid Bureau" shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

25. **Hatch Act**

"The Legal Aid Bureau" agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

26. **Conflict of Interest**

"The Legal Aid Bureau" agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

27. **Funding Source Recognition**

"The Legal Aid Bureau" shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

28. **Lobbying & Religious Activities**

By signing this Agreement, "The Legal Aid Bureau" certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, "The Legal Aid Bureau" agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

29. **Compliance**

The obligation of "The Legal Aid Bureau" to comply with the provisions of paragraph 17 through 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by "The Legal Aid Bureau".

"The Legal Aid Bureau" shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

THE LEGAL AID BUREAU

By: _____
David Schopp, Executive Director

PRIVATE CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the 9th day of March, in the year Two Thousand Twenty One, before me, the undersigned, personally appeared David Schopp, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

PAUL B. CURTIN, ESQ.
Notary Public State of New York
Qualified in Erie County
My Commission Expires July 6, 2023.

_____
NOTARY PUBLIC

MUNICIPAL CORPORATION ACKNOWLEDGMENT

STATE OF NEW YORK)
TOWN OF AMHERST) ss:
COUNTY OF ERIE)

On the_____day of_____, in the year Two Thousand Twenty One, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

EXHIBIT "A"

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

SCOPE OF SERVICES:

"The Legal Aid Bureau" shall perform the following professional services:

To provide direct legal assistance to low and moderate income tenants and landlords in Amherst to prevent inappropriate evictions, inappropriate withholding of rent, and other actions that lead to the deterioration of the local housing stock and homelessness. The assistance is anticipated to include, but not limited to:

- Tenant/Landlord mediation services to avoid eviction and homelessness
- Tenant representation in eviction and other housing related proceedings
- Counsel on NYS Housing Laws and/or Executive Orders
- Support in housing discrimination situations/issues
- Defense for Bawdy Law situations
- Code Violation Assistance in coordination with Amherst's Homeowner Rehab Program

Services shall be billed according to the rate of $500/household assisted with a summary report outlining the legal assistance provided to each client/household during the invoicing period.

Total **$25,000**

REPORT AND VERIFICATION SYSTEM:

1. The "The Legal Aid Bureau" will provide the following information to the Town on a quarterly basis:

   "The Legal Aid Bureau" quarterly statistical report showing levels of legal assistance provided to Amherst residents/potential residents by address, sex, race, ethnicity, (e.g., Hispanic) and household income % AMI and type of assistance requested, (e.g., mortgage default, eviction prevention) for the quarter. "The Legal Aid Bureau" will not be required to submit any other information than that described in this Section 1 in order to verify delivery of the services described above in this Exhibit "A".

2. The Town may designate a Town Monitor to review "The Legal Aid Bureau's" case files of Town residents on an annual basis. The person acting as monitor for the Town shall be associated with the Town's Community Development Program, namely, one of the following:

   a. Associate Planner
   b. Community Development Assistant

3. The reviews of case files by the Town Monitor will take place at the main office of "The Legal Aid Bureau", 438, Main Street, Suite 1200, Buffalo, New York 14202. No case file information or copies of case file information will be removed from that office.

4. The Town Monitor described in Section 2 above shall be responsible for the confidentiality of any client information obtained by review of Belmont's files.

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

5. The person(s) to whom the Town Monitor reports shall likewise be responsible for the confidentiality of any client information obtained by the Town Monitor's review of the Belmont files.

EXHIBIT "B"
FY 2020 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2020 median income guidelines below:

Annual Household Income – FY 2020
(Effective July 1, 2020)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 54,375	**$ 43,500**	$ 27,200	$16,350
2	$ 62,100	**$ 49,700**	$ 31,050	$18,650
3	$ 69,900	**$ 55,900**	$ 34,950	$21,000
4	$ 77,600	**$ 62,100**	$ 38,800	$23,300
5	$ 83,900	**$ 67,100**	$ 41,950	$25,200
6	$ 90,100	**$ 72,050**	$ 45,050	$27,050
7	$ 96,300	**$ 77,050**	$ 48,150	$28,900
8	$ 102,500	**$ 82,000**	$ 51,250	$30,800

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.				
# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD	HISPANIC **Y/N**	FEMALE HEAD OF HOUSEHOLD **Y/N**

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.

(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.

(c) Affirmative action as required by the Labor Law.

(d) Prevention of dust hazard required by Labor Law Section 222-a.

(e) Preference in employment of persons required by Labor Law Section 222.

(f) Eight-hour workday as required by Labor Law Section 220(2).

(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

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:

The Legal Aid Bureau
Print Name of Company

By: _____
Signature

David Schopp, Executive Director
Printed name

Date: March 9, 2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa, Supervisor
Printed name

Date: _____

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: The Legal Aid Bureau of Buffalo, Inc.

Signature: _____

Print Name: Paul B. Curtin

Title: Deputy Executive Director

Date: 3/9/2021

Sworn To Before Me This

9th Day of March 2021

_____
Notary Public

CHRISTINE VOGEL
NOTARY PUBLIC - STATE OF NEW YORK
Registration# 02VO6268798
Qualified in Erie County
Commission Expires Sept. 17, 2024

Revised 4.2017

Attachment: Legal Aid (Signed Contract)(Divestment) (RES-2021-276 : Contract with the Legal Aid Bureau of Buffalo, Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 23016 **RESOLUTION 2021-277** **ADOPTED**

To Authorize the Supervisor to Sign an Agreement with Molly Vendura, Landscape Architect PLLC for Design and Planning Services CRS #2465

WHEREAS, the Town of Amherst has worked closely with the City of Buffalo, the Town and Tonawanda, and SUNY at Buffalo, and UBRI on planning for the South Campus area; and

WHEREAS, transportation infrastructure development and streetscape enhancements are important components to improving the South Campus area; and

WHEREAS, engaging in advance planning and design can position Amherst and its surrounding neighbors to better compete for grants and other funding opportunities to implement streetscape, pedestrian, and other mobility enhancements and improvements in the area; now therefore be it

RESOLVED, that the Amherst Town Board authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into an agreement with Molly Vendura, Landscape Architect PLLC for an amount not to exceed $18,000.00 for design services in the Main/Kenmore/Niagara Falls Boulevard/SUNYAB South Campus area.

3/22/2021
Consent

FINANCIAL IMPACT:

The funds necessary to enter into a contract with Molly Vendura Landscape Architect, PLLC are budgeted in the 2021-2026 CIP Planning Bond for Comprehensive Planning, account KP-2105-4971.

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

Amherst

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

Brian J. Kulpa, Supervisor
Daniel C. Howard, A Planning Directo
Ellen M. Kost, AI Assistant Planning Di

March 16, 2021

Agenda of March 22, 2021

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

Subject: Contract with Molly Vendura, Landscape Architect PLLC

Honorable Board Members:

The Town has been working with the UBRI (University at Buffalo Regional Institute) and other neighboring communities to formulate plans for improving areas surrounding the SUNY at Buffalo South Campus and Main Street between Bailey Avenue and Kenmore Avenue. In late 2020, SUNY at Buffalo, the City of Buffalo and the Towns of Amherst and Tonawanda in conjunction with the UBRI completed a planning study for the area entitled "*Potential for Collaboration – Planning Considerations at the intersection of Amherst, Buffalo and Tonawanda.*" Among the recommendations of the report was to consider streetscape improvements, mixed-use development opportunities and improvements to pedestrian and other forms of transportation in the area. To advance this work the Planning Department requests to engage Molly Vendura, Landscape Architect PLLC to prepare illustrations and a computer model of the area to support further development of concepts and other plans for streetscape improvements. These products will position the Town and other stakeholders to prepare plans and funding applications to State and Federal agencies for improvements in the area. Molly Vendura has successfully completed several other planning and landscape architecture projects for the Town.

The proposed contract amount is $18,000. Funds for the contract are available from the Town's 2021-2026 CIP bond for Comprehensive Planning under the Main/Niagara Falls Boulevard South Corridor planning project. Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with Molly Vendura to prepare the illustrations and computer model for the subject area. Please contact me with any questions you may have.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Special_Projects\South Area Campus Master Plan\Contract\Vendura TB_Letter_3.22.21.docx

Attachment: TB letter_Vendura (RES-2021-277 : Contract with Molly Vendura)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

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:

Molly Vendura Landscape Architect, PLLC
Print Name of Company

By: _____
Signature

Molly Vendura
Printed name

Date: 3/4/2021

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

Molly Vendura Landscape Architect, PLLC
PO Box 358
Orchard Park, NY 14127

March 4, 2021

Daniel Howard
Planning Director
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Re: Proposal for Landscape Architectural Services
SUNY at Buffalo South Campus Area Planning

Dear Mr. Howard:

I am pleased to provide you with this proposal to provide Professional Landscape Architectural Services for streetscape and public realm planning in the SUNY at Buffalo South Campus area. The attached scope provides a description of the professional services to be provided and associated fee and schedule.

Please let me know if you have any comments or questions. I look forward to working with you on this project!

Sincerely,

Molly Vendura, RLA, ASLA, LEED AP

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

SUBJECT: **Landscape Architectural Services:**
SUNY at Buffalo South Campus Area Planning

SCOPE OF WORK:

The project area includes neighborhoods within the Town of Amherst and the City of Buffalo. The UB Regional Institute (UBRI) has prepared a planning document for the project area entitled, *Potential for Collaboration: Planning Considerations at the Intersection of Amherst, Buffalo and Tonawanda*. This project will bring together some of the ideas for future collaboration identified in the *Potential for Collaboration* document through the preparation of a 3D computer model and illustrations of the project area that present the potential for streetscape improvements; mixed-use development opportunities; and better organization of building masses, pedestrian spaces, vehicular circulation and public transportation infrastructure. This planning and landscape architecture effort will focus on the following areas:

- Main Street from Bailey Avenue to Kenmore Avenue
- Kenmore Avenue from Main Street to Capen Boulevard
- Bailey Avenue from north of Main Street to north of Winspear Avenue

Task 1 - Site Analysis & Needs Assessment: The purpose of this task is to conduct an inventory and analysis of the project area, review prior planning efforts and meet with stakeholders in order to identify opportunities and constraints. Existing base data will be complied to develop a computerized base plan upon which the subsequent tasks will build.

1.1. Site visit to assess and photograph opportunities and constraints

1.2. Review of background information and studies

1.3. Work with the Town on creation of an AutoCAD base map to ensure work is transferrable back to the Town

1.4. Lead review meeting with the Town (assume one meeting)

1.5. Lead stakeholder engagement meetings along with the Town (UBRI / IDEA Center, City of Buffalo, GBNRTC, NFTA) (assume two meetings)

1.6. Convert AutoCAD base to SketchUp for conceptual design and modelling

Deliverables: (1) AutoCAD base map of project area (Task 1.3), (2) memorandum summarizing stakeholder engagement meetings (Task 1.5), SketchUp base plan of project area (Task 1.6)

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

Task 2 - Massing Model: The purpose of this task is to develop a massing model for the project area to consider and evaluate potential streetscape improvements; mixed-use opportunities; and better organization of building masses, pedestrian spaces, vehicular circulation and public transportation infrastructure.

2.1 Develop a draft massing model.

2.2 Lead review meeting with the Town (assume one meeting).

2.3 Review draft model with the Town and potential developers (assume two meetings).

2.4 Revisions to massing model after review meetings.

Deliverables: (1) SketchUp massing model of potential opportunities in project area (Tasks 2.1 and 2.4), (2) memorandum summarizing developer meetings (Task 2.3)

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

Task 3 - Conceptual Design and Illustration: The purpose of this task is to take the massing model developed in Task 2 and add detail to the building masses and public realm to create presentation quality graphics that illustrate the proposed improvements.

3.1 Inter-municipal discussion and coordination of design concepts

3.2 Continue to progress and detail massing model to presentation-quality level

3.3 Develop plan, section and bird's-eye graphics as appropriate to communicate elements of the conceptual design

3.4 Lead review meeting with the Town (assume one meeting)

3.5 Lead stakeholder review meetings along with the Town (UBRI / IDEA Center, City of Buffalo, GBNRTC, NFTA) (assume two meetings)

3.6 Review meeting with the Town and Senator Kennedy's office (assume 1 meeting)

3.7 Revisions to 3D model and graphics after review meetings

3.8 Develop model bus stop design that could be replicated along the corridors; coordinate with NFTA

3.9 Finalize conceptual design, model and graphics.

Deliverables: (1) preliminary conceptual design and graphics (Tasks 3.2 and 3.3), (2) memorandum summarizing stakeholder and Senator Kennedy meetings (Tasks 3.5 and 3.6), (3) revisions to conceptual design, model and graphics (Task 3.7), (4) model bus stop concept and graphics (Task 3.8), (5) final conceptual design, model and graphics (Task 3.9).

ASSUMPTIONS:

Town shall supply base plan in AutoCAD, indicating available information such as aerial imagery, parcel lines, road edges, contours, bike routes, bus routes, bus stops and trails, which will be supplemented with like data from the City of Buffalo.

PROPOSED FEE:

Task 1: $3,060
Task 2: $4,420
Task 3: $10,520
Total: $18,000

Molly Vendura Landscape Architect, PLLC will undertake the effort for a total lump sum, not to exceed fee of $18,000, including expenses. All services will be invoiced monthly and shall include a statement of the work efforts completed during each billing period. Additional

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

services not included above can be provided at the rate of $85/hour. Administrative costs for travel are included. Costs for printing and document reproduction are assumed to be the Town's responsibility.

PROPOSED SCHEDULE:

It is anticipated that this project will be completed within six months from the notice to proceed. Anticipated completion dates by task are:

Task 1: late April 2021

Task 2: late June 2021

Task 3: late September 2021

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

ACORD

MOLLVEN-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/2/2020

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

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

PRODUCER License # BR-1009544 Lawley Agency, LLC 361 Delaware Avenue Buffalo, NY 14202	CONTACT NAME: PHONE (A/C, No, Ext): (716) 849-8618 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS:
INSURED Molly Vendura Landscape Architecture PLLC PO Box 358 Orchard Park, NY 14127	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Citizens Insurance Co of America — 31534 INSURER B : Hanover Insurance Company — 22292 INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY							
	CLAIMS-MADE [X] OCCUR			OBSH023868	8/23/2020	8/23/2021	EACH OCCURRENCE	$ 1,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300
							MED EXP (Any one person)	$ 10
							PERSONAL & ADV INJURY	$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000
	POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000
	OTHER:							$
A	AUTOMOBILE LIABILITY							
	ANY AUTO			OBSH023868	8/23/2020	8/23/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			OBSH023868	8/23/2020	8/23/2021	EACH OCCURRENCE	$ 1,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 1,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						[ ] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	Professional			LHSH41051300	10/21/2020	10/21/2021	Each Claim	2,000
B	Professional			LHSH41051300	10/21/2020	10/21/2021	Aggregate	2,000

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

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION
The ACORD name and logo are registered marks of ACORD

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate v not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address):	Business Applying For:
MOLLY VENDURA PO BOX 358 ORCHARD PARK, NY 14127 PHONE: 716-880-6351 FEIN: XXXXX5593	OTHER: LANDSCAPE ARCHITECTURE PROFESSIONAL SERVICES From: TOWN OF AMHERST, NY

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Partners / Members: MOLLY VENDURA

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and owr at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law

I, MOLLY VENDURA, am the PRINCIPAL with the above-named legal entity. I affirm that due to my position with the above-named business I have t knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, th have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm th I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approve by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE **Signature:** Molly B Vendura **Date:** 11/2/2020

Exemption Certificate Number
2020-060659

Received
November 2, 2020
NYS Workers' Compensation Boar

CE-200 01/2018

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Molly Vendura Landscape Architrct, PLLC

Signature: Molly Vendura

Print Name: Molly Vendura

Title: Principal

Date: 11/2/2020

Sworn To Before Me This

2 Day of November, 2020

Marcia J Nickerson

Notary Public

MARCIA J. NICKERSON
Notary Public, State of New York
Qualified in Erie County
Registration No. 01NI6407194
Commission Expires May 11, 2024

Revised 4.2017

Attachment: Contract packet (RES-2021-277 : Contract with Molly Vendura)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Police
Initiated by: **John Askey**
Co-Sponsored by:

DOC ID: 23007 **RESOLUTION 2021-278** **ADOPTED**

Second Amendment of Targeted Tactical Team Grant FY2018 (CRS #2428) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS# 1792

TOWN BOARD AGENDA ITEM: MARCH 22, 2021

To: **Town Board**

From: **John C. Askey, Chief of Police**

Re: **Second Amendment of Targeted Tactical Team Grant FY2018 (CRS #2428) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS# 1792**

Kindly adopt a resolution authorizing the Supervisor to adopt and electronically execute (if required) the attached amendment with regard to the above matter. This request is for a budget amendment to reallocate the use of funds within the grant. The original grant agreement was approved by the Town Board on December 16, 2019 by Resolution #2019-1379. This amendment has successfully completed the Contract Routing System.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk *(w/attachment, Agenda Item: March 22, 2021)*

3/22/2021
Consent

FINANCIAL IMPACT:

Financial Impact:

A3133 .04389

Grant : ($100,000.00)

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

---------- Forwarded message ---------
From: **Lamothe, Ryan (DHSES)** <Ryan.Lamothe@dhses.ny.gov>
Date: Thu, Feb 25, 2021 at 1:02 PM
Subject: RE: Request Contract Amendment
To: Charles Persons <CPersons@apdny.org>

Chuck,

Good to hear form you and apologies for the delayed response (took longer than expected to get a response). This request is approved. Please send this original vs. revised budget worksheet along with the next fiscal package (no need to mail anything anymore – you can just email me your FCR's moving forward). Hope all is well – and as always – please reach out with any questions.

Ryan

From: Charles Persons <CPersons@apdny.org>
Sent: Tuesday, February 23, 2021 3:28 PM
To: Lamothe, Ryan (DHSES) <Ryan.Lamothe@dhses.ny.gov>
Subject: Request Contract Amendment

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

Ryan,

I would like to request another contract amendment for the Town of Amherst PD FY2018 Tactical Team Grant (contract # C163689). The cost of the night vision goggles has increased and I was able to save some money in other categories. Please see the attached document for a breakdown of funds to be reallocated. The Town Account # column is for internal accounting (you can ignore that information). Thanks,

Chuck

--

2018 Grant Budget Amendment Request (2/23/21)

Lieutenant Charles Persons

Accident Investigation Unit
Amherst Police Department
500 John James Audubon Pkwy.
Amherst, NY 14228
(716) 689-1358
cpersons@apdny.org

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Town of Amherst 2018 Targeted Tactical Team Grant Budget

Item	Town Account #	Original Budget	Revised Budget (6/9/20)	Revised Buget (2/25/21)	Amount Changed from Previous Budget
Mechanical and Thermal Breaching Tools	A3133-2550	$9,200.00	$6,549.46	$6,550.08	$0.62
Explosive Storage Magazine	A3133-2550	$2,400.00	$1,848.65	$1,848.65	$0.00
Power Driven Breacing Tools	A3133-2550	$2,800.00	$2,377.71	$2,377.71	$0.00
Air Purifying Respirator Fit Testing Apparatus	A3133-2550	$9,341.00	$9,630.00	$9,630.00	$0.00
Night Vision equipment to attach to spotting scope	A3133-2450	$9,000.00	$8,906.01	$8,906.01	$0.00
Drone (formerly Tactical Throw Robot)	A3133-2550	$9,000.00	$5,400.00	$4,758.00	-$642.00
Night Vision Goggles	A3133-2450	$21,459.00	$25,437.00	$25,925.64	$488.64
Individual Operator APR's	A3133-2550	$7,800.00	$15,375.00	$15,375.00	$0.00
Tactical Ballistic Vest	A3133-4420	$6,000.00	$6,060.40	$6,060.40	$0.00
APR Canisters	A3133-2550	$1,000.00	$0.00	$0.00	$0.00
Spotting Scope for Observer Element	A3133-2550	$1,000.00	$1,000.00	$647.99	-$352.01
Uniforms	A3133-4420	$21,000.00	$17,415.77	$17,920.52	$504.75
Total		**$100,000.00**	**$100,000.00**	**$100,000.00**	**$0.00**

Total Spent per catergory	
A3133-2450	$34,831.65
A3133-2550	$41,187.43
A3133-4420	$23,980.92

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team

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

Francina J. Spoth
Town Clerk

Meeting: 06/22/20 04:30 PM
Department: Police
Initiated by: **John Askey**
Co-Sponsored by:

DOC ID: 22060 **RESOLUTION 2020-559** **ADOPTED**

Amendment of Targeted Tactical Team Grant FY2018 (CRS #2082) NYS Division of Homeland Security and Emergency Services Original Approved Grant Contract: CRS #1792

TOWN BOARD AGENDA ITEM: JUNE 22, 2020

To: **Town Board**

From: **John C. Askey, Chief of Police**

Re: **Amendment of Targeted Tactical Team Grant FY2018 (CRS #2082)**
NYS Division of Homeland Security and Emergency Services
Original Approved Grant Agreement: CRS #1792

Kindly adopt a resolution authorizing the Supervisor to adopt and electronically execute (if required) the attached amendment with regard to the above matter. This request is for a budget amendment to reallocate the use of funds within the grant. The original grant agreement was approved by the Town Board on December 16, 2019 by Resolution #2019-1379. Approval of this amendment is contingent upon the successful completion of the Contract Routing System.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk *(w/attachment, Agenda Item : June 22, 2020)*

6/22/2020
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

None for the purposes of this resolution

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

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Charles Persons <CPersons@apdny.org> Jun 1, 2020, 3:01 PM (10 days ago)

to Ryan

Ryan,

I would like to request a budget amendment for the FY2018 grant. I have attached a new projected budget. It would entail moving more money around than I originally thought. It should be noted that the APR canister requested at $0. This is because the individual operator APR's that I would like to purchase each come with a canister.

The main issue that I am dealing with is the throw robot. The company no longer manufactures the robot that we were interested in purchasing. The new alternative is substantially more expensive and I will not be able within budget. As an alternative I would like to request that we be allowed to purchase small interior / exterior drones. They will serve the same purpose as the robot and I believe hold true to the original intent of our applic They will be utilized to gain advanced intelligence and be sent into areas without exposing officers to the risk. They are easily portable and deployable in a similar manner to the throw robot. Please let me know what you th all of this. Thanks,

Chuck

--

Lieutenant Charles Persons
Accident Investigation Unit
Amherst Police Department
500 John James Audubon Pkwy.
Amherst, NY 14228
(716) 689-1358
cpersons@apdny.org

Lamothe, Ryan (DHSES) Jun 9, 2020, 10:19 AM (2 days ago)

to Charles

I apologize Chuck,

Thought I responded to this earlier. You are all set. This revision is approved. Please move forward with all projects as documented and let me know if you have any further questions.

Ryan

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Town of Amherst 2019 Targeted Tactical Team Grant Budget				
Item	**Town Account #**	**Original Budget**	**Amended Budget**	**Difference**
Mechanical and Thermal Breaching Tools	A3133-2550	$9,200.00	$6,549.46	$2,650.54
Explosive Storage Magazine	A3133-2550	$2,400.00	$1,848.65	$551.35
Power Driven Breacing Tools	A3133-2550	$2,800.00	$2,377.71	$422.29
Air Purifying Respirator Fit Testing Apparatus	A3133-2550	$9,341.00	$9,630.00	-$289.00
Night Vision equipment to attach to spotting scope	A3133-2450	$9,000.00	$8,906.01	$93.99
Tactical Throw Robot/Drone	A3133-2550	$9,000.00	$5,400.00	$3,600.00
Night Vision Goggles	A3133-2450	$21,459.00	$25,437.00	-$3,978.00
Individual Operator APR's	A3133-2550	$7,800.00	$15,375.00	-$7,575.00
Tactical Ballistic Vest	A3133-4420	$6,000.00	$6,060.40	-$60.40
APR Canisters	A3133-2550	$1,000.00	$0.00	$1,000.00
Spotting Scope for Observer Element	A3133-2550	$1,000.00	$1,000.00	$0.00
Uniforms	A3133-4420	$21,000.00	$17,415.77	$3,584.23
Total		**$100,000.00**	**$100,000.00**	**$0.00**

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team

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

Jeffery C. Zeplowitz
Town Clerk

Meeting: 12/16/19 07:00 PM
Department: Police
Initiated by: **John Askey**
Co-Sponsored by:

DOC ID: 21331 **RESOLUTION 2019-1379** **ADOPTED**

Targeted Tactical Team Grant FY2018 (CRS #1792) Grant Agreement: NYS Division of Homeland Security And Emergency Services

Town Board Agenda Item: December 16, 2019

TO: **Town Board**

FROM: **John C. Askey, Chief of Police**

RE: **Targeted Tactical Team Grant FY2018 (CRS #1792) Grant Agreement: NYS Division of Homeland Security and Emergency Services**

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

Thank you.

JCA:CP:msl
Attachment
C: Kathy Cooper, Town Clerk (Agenda Item: December 16, 2019)

12/16/2019
Consent

FINANCIAL IMPACT:

A 3133 .04389 Grant : $100,000.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Francina Spoth, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Spoth, Bucki, Berger, Lavin
ABSENT:	Kulpa

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	**NYS COMPTROLLER'S NUMBER:** C163689 (Contract Number) **ORIGINATING AGENCY CODE:** 01077
GRANTEE/CONTRACTOR:(Name & Address) Amherst, Town of 5583 Main St Williamsville NY 14221	**TYPE OF PROGRAMS:** WM2018 SHSP **CFDA NUMBER:** 97.067 **DHSES NUMBERS:** WM18163689
FEDERAL TAX IDENTIFICATION NO: 16-6002157 **MUNICIPALITY NO:** (if applicable) **SFS VENDER NO:** 1000003949 **DUN & BRADSTREET NO:** 030212336	**INITIAL CONTRACT PERIOD:** FROM 10/01/2019 TO 08/31/2021 **FUNDING AMOUNT FOR INITIAL PERIOD:** $100,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	**MULTI-YEAR TERM:** (if applicable)
CHARITIES REGISTRATION NUMBER: (Enter number or Exempt) if Exempt is entered above, reason for exemption. Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	**APPENDIX ATTACHED AND PART OF THIS AGREEMENT** __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts x APPENDIX A1 Agency-specific Clauses x APPENDIX B Budget x APPENDIX C Payment and Reporting Schedule x APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: Michele Wahrlich , Director of Grants Program Administration Date: 10/01/2019

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

GRANTEE:

BY: Mr. Brian A. Kulpa Supervisor Date: 09/26/2019

ATTORNEY GENERAL'S SIGNATURE NYS ATTORNEY GENERAL Title: OCT 16 2019 Date: LORRAINE I. REMO SECTION CHIEF	**COMPTROLLER'S SIGNATURE** APPROVED DEPT. OF AUDIT & CONTROL NOV 15 2019 FOR THE STATE COMPTROLLER Title: Date:

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

STATE AGENCY New York State Division of Homeland Security and Emergency Services 1220 Washington Avenue Building 7A Suite 710 Albany, NY 12242	NYS COMPTROLLER'S NUMBER: C163689 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR:(Name & Address) Amherst, Town of 5583 Main St Williamsville NY 14221	TYPE OF PROGRAMS: WM2018 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM18163689
FEDERAL TAX IDENTIFICATION NO: 16-6002157 MUNICIPALITY NO: (if applicable) SFS VENDER NO: 1000003949 DUN & BRADSTREET NO: 030212336	INITIAL CONTRACT PERIOD: FROM 10/01/2019 TO 08/31/2021 FUNDING AMOUNT FOR INITIAL PERIOD: $100,000.00
STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization.	MULTI-YEAR TERM: (if applicable)
CHARITIES REGISTRATION NUMBER: [ ] (Enter number or Exempt) if Exempt is entered above, reason for exemption. Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts x APPENDIX A1 Agency-specific Clauses x APPENDIX B Budget x APPENDIX C Payment and Reporting Schedule x APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____. _____.

IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.

NYS Division of Homeland Security and Emergency Services

BY: Michele Wahrlich , Director of Grants Program Administration Date: 10/01/2019

State Agency Certification: In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

GRANTEE:

BY: Mr. Brian J Kulpa Supervisor Date: 09/26/2019

ATTORNEY GENERAL'S SIGNATURE	COMPTROLLER'S SIGNATURE
_____.	_____.
Title: _____.	Title: _____.
Date: _____.	Date: _____.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Award Contract SHSP

Project No. Grantee Name

TT18-1008-E00 Amherst, Town of 10/01/2019

Appendix B - Project Budget

Budget Summary by Participant

Amherst, Town ofTown of Amherst Police Department - Version 1

#	Equipment	AEL	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Mechanical and Thermal Breaching Tools	03SR-02 -TLHN	8	$1,150.00	$9,200.00	$9,200.00	$0.00
2	Explosive Storage Magazine	02EX-00 -EXMP	1	$2,400.00	$2,400.00	$2,400.00	$0.00
3	Power Driven Breaching Tools	03SR-02 -TPEL -	4	$700.00	$2,800.00	$2,800.00	$0.00
4	Air Purifying Respirator Fit Testing Apparatus	01AR-07 -FTST	1	$9,341.00	$9,341.00	$9,341.00	$0.00
5	Night Vision equipment to attach to spotting scope and utilize as handheld - dual purpose	03OE-02 -TILA -	1	$9,000.00	$9,000.00	$9,000.00	$0.00
6	Tactical Throw Robot	03OE-07 -ROBT	1	$9,000.00	$9,000.00	$9,000.00	$0.00
7	Night Vision Goggles	03OE-02 -TILA	3	$7,153.00	$21,459.00	$21,459.00	$0.00
8	Individual Operator A.P.R.	01AR-02 -APR	20	$390.00	$7,800.00	$7,800.00	$0.00
9	Tactical Ballistic Vest	01LE-01 -ARMR	2	$3,000.00	$6,000.00	$6,000.00	$0.00
10	A.P.R. Canisters	01AR-02 -APRC	20	$50.00	$1,000.00	$1,000.00	$0.00
11	Spotting Scope for Observer Element	03OE-02 -SCOP	2	$500.00	$1,000.00	$1,000.00	$0.00
12	Individual Operator Uniforms	01LE-02 -BDUS	20	$1,050.00	$21,000.00	$21,000.00	$0.00
				Total	$100,000.00	$100,000.00	$0.00

Town of Amherst Police Department Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$100,000.00	$100,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$100,000.00	$100,000.00	$0.00

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Project No. TT18-1008-E00 | Grantee Name Amherst, Town of | 10/01/2019

APPENDIX C

PAYMENT AND REPORTING SCHEDULE

For All Contractors:

I. PAYMENT PROVISIONS

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page hereof. All payments shall be in accordance with the budget contained in the applicable Attachment B form (Budget), which is attached hereto.

A. Payment and Recoupment Language

1. Contractor shall provide complete and accurate vouchers to DHSES in order to receive payment. Vouchers submitted to DHSES must contain all information and supporting documentation required by the Agreement, DHSES and the State Comptroller. Payment for vouchers submitted by the Contractor shall only be rendered electronically, unless a paper check is expressly authorized by the Director of DHSES, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

2. The Contractor agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Contractor. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

Signed Voucher and Fiscal Cost Report

Detailed Itemization Forms or other forms deemed acceptable by DHSES of any budgeted category for which reimbursement is requested

Written documentation of all required DHSES approvals, as appropriate

3. Vouchers shall be submitted in a format acceptable to DHSES and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program.

B. Interim and/or Final Claims for Reimbursement

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

1. Contractors must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Contractor must also refund all unexpended advances and interest earned over $500 on the advanced funds pursuant to 2 CFR Part 200, §200.305(b)(9). Property Records or Equipment Inventory Reports as defined in Appendix A-1, Section V, Paragraph R, must be available at the conclusion of the contract period and submitted to DHSES upon request.

2. If at the end of this contract there remain any monies (advanced or interest earned over $500 on the advanced funds) associated with this contract in the possession of the Contractor, the Contractor shall submit a check or money order for that amount payable to the order of the New York State Division of Homeland Security and Emergency Services. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Division of Homeland Security and Emergency Services
Federal Fiscal Unit
State Campus - Building 7A
1220 Washington Avenue
Albany, NY 12242

3. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of DHSES. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Contractor must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.

4. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:

NYS Division of Homeland Security and Emergency Services
Attention: Contracts Unit
State Office Building Campus Bldg. 7A
1220 Washington Avenue, Suite 610
Albany, NY 12242

II. REPORTING PROVISIONS

A. Required Reports:

Narrative/Qualitative Report (Progress Report)

The Contractor will submit, on a quarterly basis, not later than 30 days from the end of the quarter, the report described in Section III(G)(2)(a)(i) of Appendix A-1 of the Contract.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Expenditure Report (Fiscal Cost Report)

The Contractor will submit, on a quarterly basis, not later than 30 days after the end date for which reimbursement is being claimed, the report described in Section III, Paragraph G(2)(a)(iii) of the Appendix A-1 of the Contract.

Final Report

The Contractor will submit the final report as described in Section III, Paragraph G(2)(a)(iv) of Appendix A-1 of the Contract, no later than 30 days after the end of the contract period.

1. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Contractor's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, DHSES, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Contractor may be required to submit a final budget reallocation.

DHSES reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement.

2. The Contractor will submit program progress reports and one final report to DHSES on a prescribed form provided by DHSES as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter: January 1 - March 31 -- Report Due: April 30
Calendar Quarter: April 1 - June 30 -- Report Due: July 30
Calendar Quarter: July 1 - September 30 -- Report Due: October 30
Calendar Quarter: October 1 - December 31 -- Report Due: January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Award Contract SHSP

Project No. Grantee Name

TT18-1008-E00 Amherst, Town of 10/01/2019

Appendix D - Program Workplan and Special Conditions

Work Plan

Goal

To develop and enhance tactical team response capabilities.

Objective #1

G & T Workplan Code - 05. Establish/enhance regional response teams.

Investment Justification - Counter Terrorism and Law Enforcement

NYS Critical Capabilities

Primary - Law Enforcement Counter-Terrorism Operations

To establish/enhance the capabilities of tactical response teams in New York State.

Task #1 for Objective #1

Purchase allowable tactical team equipment (breaching tools, night vision and a variety of other tactical related items). Train appropriate personnel in the proper use of the equipment and place the equipment in service.

#	Performance Measure
1	Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced tactical team response capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Project No. TT18-1008-E00 | Grantee Name Amherst, Town of | 10/01/2019

NEW YORK STATE

DIVISION OF HOMELAND SECURITY AND EMERGENCY SERVICES

GRANT CONTRACT

APPENDIX A-1

The Contract is hereby made by and between the State of New York, acting by and through the New York State Division of Homeland Security and Emergency Services (DHSES or State Agency) and the public or private entity ('Contractor' or 'Subrecipient') identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the establishment and operation of program services, design or the execution and performance of construction projects, as applicable and desires to contract with skilled parties possessing the necessary resources to provide such services or work, as applicable; and

WHEREAS, the Contractor is ready, willing and able to provide such program services or the execution and performance of construction projects and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to the terms of the Contract;

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

STANDARD TERMS AND CONDITIONS

I. GENERAL TERMS AND CONDITIONS

A. Executory Clause: In accordance with Section 41 of the State Finance Law, the State shall have no liability under the Contract to the Contractor, or to anyone else, beyond funds appropriated and available for the Contract.

B. Required Approvals: In accordance with Section 112 of the State Finance Law (or, if the Contract is with the State University of New York (SUNY) or City University of New York (CUNY), Section 355 or Section 6218 of the Education Law), if the Contract exceeds $50,000 (or $85,000 for contracts let by the Office of General Services, or the minimum thresholds agreed to by the Office of the State Comptroller (OSC) for certain SUNY and CUNY contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount including, but not limited to, changes in amount, consideration, scope or contract term identified on the Face Page (Contract Term), it shall not be valid, effective or binding upon the State until it has been approved by, and filed with, the New York Attorney General Contract Approval Unit (AG) and OSC. If, by the Contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Budget Changes: An amendment that would result in a transfer of funds among program activities or budget categories that does not affect the amount, consideration, scope or other terms of such contract may be subject to the approval of the Offices of the State Comptroller and Attorney General where the amount of such modification is, as a portion of the total value of the contract, equal to or greater than ten percent for contracts of less than five million dollars, or five percent for contracts of more than five million dollars; and, in addition, such amendment may be subject to prior approval by the applicable State Agency as detailed in Appendix C (Payment and Reporting Schedule).

C. Contract Parts: This Contract incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.

D. Order of Precedence: In the event of a conflict among (i) the terms of the Contract (including any and all Appendices and amendments) or (ii) between the terms of the Contract and the original request for proposal, the program application or other Appendix that was completed and executed by the Contractor in connection with the Contract, the order of precedence is as follows:

1. Appendix A-1¹

2. Modifications to the Face Page

3. Modifications to Appendices B, C and D

4. The Face Page

5. Appendices B, C and D

6. Other attachments, including, but not limited to, the request for proposal or program application

E. Governing Law: This Contract shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

F. Funding: Funding for the entire Contract Period shall not exceed the funding amount specified as 'Funding Amount for the Initial Period' on the Face Page hereof or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Appendix B form (Budget).

G. Contract Period: The period of this Contract shall be as specified on the face page hereof.

H. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Appendix D (Work Plan and Special Conditions) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program. For federally-funded grants, DHSES will conduct an evaluation to determine risks posted by Contracto

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Contract including but not limited to increased monitoring, suspension of reimbursements and cancellation of the Contract.

I. Modifications: To modify the Contract, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with DHSES guidelines as stated in this Contract.

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

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

L. Notice:

1. All notices, except for notices of termination, shall be in writing and shall be transmitted either:

a. by certified or registered United States mail, return receipt requested;

b. by facsimile transmission;

c. by personal delivery;

d. by expedited delivery service; or

e. by e-mail.

2. Notices to the State shall be addressed to the Program Office.

3. Notices to the Contractor shall be addressed to the Contractor's designee.

4. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery services or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.

5. The parties may, from time to time, specify any new or different e-mail address, facsimile number or address in the United St

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under the Master Contract. Additional individuals may be designated in writing by the parties for purposes of implementation, administration, billing and resolving issues and/or disputes.

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

N. Set-Off Rights: The State shall have all of its common law, equitable, and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold, for the purposes of set-off, any moneys due to the Contractor under the Contract up to any amounts due and owing to the State with regard to the Contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of the Contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies, or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of setoff pursuant to an audit, the finalization of such audit by DHSES, its representatives, or OSC.

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

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

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

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

S. Secular Purpose: Services performed pursuant to the Contract are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

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

U. Reciprocity and Sanctions Provisions: The Contractor is hereby notified that if its principal place of business is located in a country, nation, province, state, or political subdivision that penalizes New York State vendors, and if the goods or services it offers shall be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that it be denied contracts which it would otherwise obtain.²

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

W. Non-Collusive Bidding: By submission of this bid, the Contractor and each person signing on behalf of the Contractor certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive binding certification on the Contractor's behalf.

X. Federally Funded Grants: All of the specific federal requirements that are applicable to the Contract are identified in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that the Contract is funded in whole or part with federal funds, (i) the provisions of the Contract that conflict with federal rules, federal regulations, or federal program specific requirements shall not apply and (ii) the Contractor agrees to comply with all applicable federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix. To the extent that section V (FEDERALLY FUNDED GRANT REQUIREMENTS) conflict with any other provisions of the Contract, the federal requirements of Section V shall supersede all other provisions of the Contract where required.

Y. The Contractor must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of DHSES in accordance with provisions of the Contract, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.

II. TERM, TERMINATION AND SUSPENSION

A. Term: The term of the Contract shall be as specified on the Face Page, unless terminated sooner as provided herein.

B. Renewal:

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

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

2. Renewal Notice to Not-for-Profit Contractors:

a. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation. If funding for the renewal is contingent upon enactment of an appropriation, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract the later of: (1) ninety (90) calendar days prior to the end of the term of the Contract, and (2) thirty (30) calendar days after the necessary appropriation becomes law. Notwithstanding the foregoing, in the event that the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the not-for-profit Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance.

b. Notification to the not-for-profit Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the not-for-profit Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

C. Termination:

1. Grounds:

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

b. Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Contract.

c. Non-Responsibility: In accordance with the provisions of this Contract, the State may make a final determination that the Contractor is non-responsible (Determination of Non-Responsibility). In such event, the State may terminate the Contract at the Contractor's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

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

e. Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the appli

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

this Contract, the Contract may be terminated or reduced at DHSES's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to DHSES for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to DHSES. In any event, no liability shall be incurred by the State (including DHSES) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to DHSES or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.

f. Force Majeure: The State may terminate or suspend its performance under the Contract immediately upon the occurrence of a 'force majeure'. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion, insurrection, riot, strikes, lockout and any unforeseen circumstances and acts beyond the control of the State which render the performance of its obligations impossible.

2. Notice of Termination:

a. Service of notice: Written notice of termination shall be sent by:

i. personal messenger service; or

ii. certified mail, return receipt requested and first class mail.

b. Effective date of termination: The effective date of the termination shall be the later of (i) the date indicated in the notice and (ii) the date the notice is received by the Contractor, and shall be established as follows:

i. if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Contractor or by affidavit of the individual making such hand delivery attesting to the date of delivery; or

ii. if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or if no receipt is returned, five (5) business days from the date of mailing of the first class letter, postage prepaid, in a depository under the care and control of the United States Postal Service.

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

a. Upon receipt of notice of termination, the Contractor agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the State.

b. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Contract. In no event shall the State be liable for expenses and obligations arising from the requirements of the Contract after its termination date.

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

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require:

a. the repayment to the State of any monies previously paid to the Contractor; or

b. the return of any real property or equipment purchased under the terms of the Contract; or

c. an appropriate combination of clauses (a) and (b) of Section II(C)(4) herein.

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

D. Suspension: The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. PAYMENT AND REPORTING

A. Terms and Conditions:

1. In full consideration of contract services to be performed, DHSES agrees to pay and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

3. The Contractor must provide complete and accurate billing invoices to the State in order to receive payment. Provided, however, the State may, at its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. Billing invoices submitted to the State must contain all information and supporting documentation required by Appendix C (Payment and Reporting Schedule) and Section III(C) herein. The State may require the Contractor to submit billing invoices electronically.

4. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the head of DHSES, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, by email at epunit@osc.state.ny.us, or by telephone at (518) 474-4032. Contractor acknowledges that it will not receive payment on any vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.

6. Timeliness of advance payments or other claims for reimbursement, and any interest to be paid to Contractor for late payment, shall be governed by Article 11-A of the State Finance Law to the extent required by law.

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

B. Advance Payment and Recoupment:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179(u), this Section and the provisions of Appendix C (Payment and Reporting Schedule).

2. Advance payments made by the State to not-for-profit grant recipients shall be due no later than thirty (30) calendar days, excluding legal holidays, after the first day of the Contract Term or, if renewed, in the period identified on the Face Page.

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

4. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims listed in Appendix C (Payment and Reporting Schedule) and Section III(C) herein and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.

5. If for any reason the amount of any claim is not sufficient to cover the proportionate advance amount to be recovered, then subsequent claims may be reduced until the advance is fully recovered.

C. Claims for Reimbursement:

1. The Contractor shall submit claims for the reimbursement of expenses incurred on behalf of the State under the Contract in accordance with this Section and the applicable claiming schedule in Appendix C (Payment and Reporting Schedule).

Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the applicable Appendix B form (Budget) and during the Contract Term. When submitting a voucher, such voucher shall also be deemed to certify that: (i) the payments requested do not duplicate reimbursement from other sources of funding; and (ii) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Contractor for this program. Requirement (ii) does not apply to grants funded pursuant to a Community Proje

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

2. Consistent with the selected reimbursement claiming schedule in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the appropriate following provisions:

a. Quarterly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES quarterly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

b. Monthly Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES monthly voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

c. Biannual Reimbursement: The Contractor shall be entitled to receive payments for work, projects, and services rendered as detailed and described in Appendix D (Work Plan and Special Conditions). The Contractor shall submit to DHSES biannually voucher claims and supporting documentation. The Contractor shall submit vouchers to DHSES in accordance with the procedures set forth in Section III(A)(3) herein.

d. Milestone/Performance Reimbursement:³ Requests for payment based upon an event or milestone may be either severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event. Milestone payments shall be made to the Contractor when requested in a form approved by the State, and at frequencies and in amounts stated in Appendix C (Payment and Reporting Schedule). DHSES shall make milestone payments subject to the Contractor's satisfactory performance.

e. Fee for Service Reimbursement:⁴ Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable no more frequently than monthly upon submission of a voucher by the contractor.

f. Rate Based Reimbursement:⁵ Payment shall be limited to rate(s) established in the Contract. Payment may be requested no more frequently than monthly.

g. Scheduled Reimbursement:⁶ DHSES shall generate vouchers at the frequencies and amounts as set forth in Appendix C(Payment and Reporting Schedule).

h. Interim Reimbursement: DHSES may generate vouchers on an interim basis and the amounts requested by the Contract as set forth in Attachment C (Payment and Reporting Schedule).

i. Fifth Quarter Payments:⁷ Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. DHSES shall use a written directive for fifth quarter financing. DHSES shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

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

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

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

7. All obligations must be incurred prior to the end date of the contract. Notwithstanding the provisions of Section III(C)(6) above, with respect to the final period for which reimbursement is claimed, so long as the obligations were incurred prior to the end date of the contract, the Contractor shall have up to ninety (90) calendar days after the contract end date to make expenditures; provided, however, that if the Contract is funded in whole or in part with federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures.

D. Identifying Information and Privacy Notification:

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

2. The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. The personal information is requested by the purchasing unit of DHSES contracting to purchase the goods or services or lease the real or personal property covered by the Contract. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York, 12236.

E. Refunds:

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

1. In the event that the Contractor must make a refund to the State for Contract-related activities, including repayment of an advance or an audit disallowance, payment must be made payable as set forth in this Appendix. The Contractor must reference the contract number with its payment and include a brief explanation of why the refund is being made. Refund payments must be submitted to the Office address listed in Appendix C.

2. If at the end or termination of the Contract, there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

F. Outstanding Amounts Owed to the State: Prior period overpayments (including, but not limited to, contract advances in excess of actual expenditures) and/or audit recoveries associated with the Contractor may be recouped against future payments made under this Contract to Contractor. The recoupment generally begins with the first payment made to the Contractor following identification of the overpayment and/or audit recovery amount. In the event that there are no payments to apply recoveries against, the Contractor shall make payment as provided in Section III(E) (Refunds) herein.

G. Program and Fiscal Reporting Requirements:

1. The Contractor shall submit required periodic reports in accordance with the applicable schedule provided in Appendix C (Payment and Reporting Schedule). All required reports or other work products developed pursuant to the Contract must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to DHSES in order for the Contractor to be eligible for payment.

2. Consistent with the selected reporting options in Appendix C (Payment and Reporting Schedule), the Contractor shall comply with the following applicable provisions:

a. If the Expenditure Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with one or more of the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Narrative/Qualitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in Appendix D (Work Plan and Special Conditions). This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

ii. Statistical/Quantitative Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e.g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.).

iii. Expenditure Report: The Contractor shall submit, on a quarterly basis, not later than the time period listed in Appendix C (Payment and Reporting Schedule), a detailed expenditure report, by object of expense. This report shall accompany the voucher submit

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

iv. Final Report: The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Appendix C (Payment and Reporting Schedule) which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Appendix D (Work Plan and Special Conditions).

v. Consolidated Fiscal Report (CFR): The Contractor shall submit a CFR, which includes a year-end cost report and final claim not later than the time period listed in Appendix C (Payment and Reporting Schedule).

b. If the Performance-Based Reports option is indicated in Appendix C (Payment and Reporting Schedule), the Contractor shall provide DHSES with the following reports as required by the following provisions and Appendix C (Payment and Reporting Schedule) as applicable:

i. Progress Report: The Contractor shall provide DHSES with a written progress report using the forms and formats as provided by DHSES, summarizing the work performed during the period. These reports shall detail the Contractor's progress toward attaining the specific goals enumerated in Appendix D (Work Plan and Special Conditions). Progress reports shall be submitted in a format prescribed in the Contract.

ii. Final Progress Report: Final scheduled payment is due during the time period set forth in Appendix C (Payment and Reporting Schedule). The deadline for submission of the final report shall be the date set forth in Appendix C (Payment and Reporting Schedule). DHSES shall complete its audit and notify the Contractor of the results no later than the date set forth in Appendix C (Payment and Reporting Schedule). Payment shall be adjusted by DHSES to reflect only those services/expenditures that were made in accordance with the Contract. The Contractor shall submit a detailed comprehensive final progress report not later than the date set forth in Appendix C (Payment and Reporting Schedule), summarizing the work performed during the entire Contract Term (i.e., a cumulative report), in the forms and formats required.

3. In addition to the periodic reports stated above, the Contractor may be required (a) to submit such other reports as are required in Table 1 of Appendix C (Payment and Reporting Schedule), and (b) prior to receipt of final payment under the Contract, to submit one or more final reports in accordance with the form, content, and schedule stated in Table 1 of Appendix C (Payment and Reporting Schedule).

H. Notification of Significant Occurrences:

1. If any specific event or conjunction of circumstances threatens the successful completion of this project, in whole or in part, including where relevant, timely completion of milestones or other program requirements, the Contractor agrees to submit to DHSES within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Contractor shall immediately notify in writing the program manager assigned to the Contract of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Contractor, any subcontractor or program participant funded through the Contract, including but not limited to the following: death or serious injury; an arrest or possible criminal activity that could impact the successful completion of this project; any destruction of property; significant damage to the physical plant of the C

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

IV. ADDITIONAL CONTRACTOR OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

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

B. Subcontractors:

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

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

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

4. If requested by the State, when a subcontract equals or exceeds $100,000, the subcontractor must submit a Vendor Res

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to DHSES, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Appendix C (Payment and Reporting Schedule) and Section III. Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, or Personnel:

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

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

D. Property:

1. Property is real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of $1,000 or more per unit.

a. If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property.

b. If the State consents in writing, the Contractor may retain possession of Property owned by the State, as provided herein, after the termination of the Contract to use for similar purposes. Otherwise, the Contractor shall return such Property to the State at the Contractor's cost and expense upon the expiration of the Contract.

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

d. The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to DHSES naming DHSES as an additional insured, covering the loss, theft or destruction of such equipment.

e. A rental charge to the Contract for a piece of Property owned by the Contractor shall not be allowed.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

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

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

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

a. For cost-reimbursable contracts, all right, title and interest in such Property shall belong to the State.

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

3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) contained herein.

4. Upon written direction by the State, the Contractor shall maintain an inventory of all Property that is owned by the State as provided herein.

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

E. Records and Audits:

1. General:

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

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

i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals, cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work sched

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

and cost allocation plans, if applicable.

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

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, cost allocation plans, and bid and procurement documentation, such as quotes, proposals and selection records, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c. The OSC, AG and any other person or entity authorized to conduct an examination, as well as DHSES or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d. The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e. Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

2. Cost Allocation:

a. For non-performance based contracts, the proper allocation of the Contractor's costs must be made according to a cost allocation plan that meets the requirements of 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

b. For performance based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

3. Federal Funds: For records and audit provisions governing Federal funds, please see Section V (FEDERALLY FUNDED GRANT REQUIREMENTS) of this Appendix A-1.

F. Confidentiality: The Contractor agrees that it shall use and maintain information relating to individuals who may receive services, and their families pursuant to the Contract, or any other information, data or records deemed confidential by the State (Confidential Information) only for the limited purposes of the Contract and in conformity with applicable provisions of State and Federal la

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

G. Publicity:

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

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

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

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

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

H. Web-Based Applications-Accessibility: Any web-based intranet and Internet information and applications development, or programming delivered pursuant to the Contract or procurement shall comply with New York State Enterprise IT Policy NYS-P08-005, Accessibility Web-Based Information and Applications, and New York State Enterprise IT Standard NYS-S08-005, Accessibility of Web-Based Information Applications, as such policy or standard may be amended, modified or superseded, which requires that State Agency web-based intranet and Internet information and applications are accessible to person with disabilities. Web content must conform to New York State Enterprise IT Standards NYS-S08-005, as determined by quality assurance testing. Such quality assurance testing shall be conducted by DHSES and the results of such testing must be satisfactory to DHSES before web content shall be considered a qualified deliverable under the Contract or procurement.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

I. Non-Discrimination Requirements: Pursuant to Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that the Contract shall be performed within the State of New York, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract. The Contractor shall be subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 of the Labor Law.

J. Equal Opportunities for Minorities and Women; Minority and Women Owned Business Enterprises: In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if the Contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting State Agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting State Agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting State Agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the Contractor certifies and affirms that (i) it is subject to Article 15-A of the Executive Law which includes, but is not limited to, those provisions concerning the maximizing of opportunities for the participation of minority and women-owned business enterprises and (ii) the following provisions shall apply and it is Contractor's equal employment opportunity policy that:

1. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;

2. The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;

3. The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

4. At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employ

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

6. The Contractor shall have institutional policies or practices that address harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis.

The Contractor shall include the provisions of subclauses 1 5 of this Section (IV)(J), in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (Work) except where the Work is for the beneficial use of the Contractor. Section 312 of the Executive Law does not apply to: (i) work, goods or services unrelated to the Contract; or (ii) employment outside New York State. The State shall consider compliance by the Contractor or a subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The State shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law and if such duplication or conflict exists, the State shall waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Developments Division of Minority and Women's Business Development pertaining hereto.

K. Omnibus Procurement Act of 1992: It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises, as bidders, subcontractors and suppliers on its procurement contracts.

1. If the total dollar amount of the Contract is greater than $1 million, the Omnibus Procurement Act of 1992 requires that by signing the Contract, the Contractor certifies the following:

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

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

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

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

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

L. Workers' Compensation Benefits:

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

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

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

The Contractor hereby authorizes the State Department of Labor to disclose to DHSES staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following:

1. any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency;

2. any debts owed for UI contributions, interest, and/or penalties;

3. the history and results of any audit or investigation; and

4. copies of wage reporting information.

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

N. Vendor Responsibility:

1. If a Contractor is required to complete a Questionnaire, the Contractor covenants and represents that it has, to the best of its knowledge, truthfully, accurately and thoroughly completed such Questionnaire. Although electronic filing is preferred, the Contractor may obtain a paper form from the OSC prior to execution of the Contract. The Contractor further covenants and represents that as of the date of execution of the Contract, there are no material events, omissions, changes or corrections to such document requiring an amendment to the Questionnaire.

2. The Contractor shall provide to the State updates to the Questionnaire if any material event(s) occurs requiring an amendment or as new information material to such Questionnaire becomes available.

3. The Contractor shall, in addition, promptly report to the State the initiation of any investigation or audit by a governmental entity with enforcement authority with respect to any alleged violation of Federal or state law by the Contractor, its employees, its officers and/or directors in connection with matters involving, relating to or arising out of the Contractor's business. Such report shall be mad

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

the State in making a Determination of Vendor Non-Responsibility pursuant to this section.

4. The State reserves the right, in its sole discretion, at any time during the term of the Contract:

a. to require updates or clarifications to the Questionnaire upon written request;

b. to inquire about information included in or required information omitted from the Questionnaire;

c. to require the Contractor to provide such information to the State within a reasonable timeframe; and

d. to require as a condition precedent to entering into the Contract that the Contractor agree to such additional conditions as shall be necessary to satisfy the State that the Contractor is, and shall remain, a responsible vendor; and

e. to require the Contractor to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. By signing the Contract, the Contractor agrees to comply with any such additional conditions that have been made a part of the Contract.

5. The State, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, when it discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor shall be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under the Contract.

6. The State, in its sole discretion, reserves the right to make a final Determination of Non-Responsibility at any time during the term of the Contract based on:

a. any information provided in the Questionnaire and/or in any updates, clarifications or amendments thereof; or

b. the State's discovery of any material information which pertains to the Contractor's responsibility.

7. Prior to making a final Determination of Non-Responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non- responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

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

P. Consultant Disclosure Law:⁸ If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, hea

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

Q. Wage and Hours Provisions: If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

1. General Provisions

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

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

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

2. Contract Goals

a. For purposes of this contract, DHSES has established overall goals for Minority and Women-Owned Business Enterprises ('MWBE') participation which are specified in the contract work plan.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

contract work plan hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp. Additionally, Contractor is encouraged to contact the Division of Minority and Woman Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

3. Equal Employment Opportunity (EEO)

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

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

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

ii. The Contractor shall maintain an EEO policy statement and submit it to the DHSES if requested.

iii. If Contractor or Subcontractor does not have an existing EEO policy statement, Section 4 below may be used to develop one.

iv. The Contractor's EEO policy statement shall include the following, or similar, language:

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

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

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

d) The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection (iv) and Paragraph 'e' of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

c. Staffing Plan

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

d. Workforce Employment Utilization Report

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

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

iii. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Local Assistance MWBE Workforce Employment Utilization Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.

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

4. MWBE Utilization Plan

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

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

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

5. Waivers

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the DHSES may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. MWBE Subcontractor Utilization Quarterly Report

Contractor is required to report MWBE Subcontractor utilization, as part of the quarterly claim process, to the DHSES by the last day of the month following the end of each calendar quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages - MWBE Participation

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

b. Such liquidated damages shall be calculated as an amount equaling the difference between:
1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the DHSES, Contractor shall pay such liquidated damages to the DHSES within sixty (60) days after they are assessed by the DHSES unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the DHSES.

8. M/WBE AND EEO Policy Statement

a. The Contractor agrees to adopt the following policies or similar policies with respect to the project being developed or services rendered in this contract with the Division of Homeland Security and Emergency Services:

M/WBE

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

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

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

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

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

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

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

EEO

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

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

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

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

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

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

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

1. The Contractor agrees that if the project is not operational within 60 days of the execution date of the Contract, it will report by letter to DHSES the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Contract, the Contractor will submit a second statement to DHSES explaining the delay. DHSES may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.

2. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of DHSES, or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability prior performance, and financial capacity.

a. The DHSES Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when DHSES discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of the notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of DHSES, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

b. Upon written notice to the Contractor, and a reasonable opportunity to be heard with the appropriate DHSES officials or staff, the Contract may be terminated by the DHSES Commissioner, or his or her designee at the Contractor's expense where the Contractor is determined by the DHSES Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

3. DHSES shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). DHSES shall pay the Contractor for completed, approved projects, a sum not to exceed the amount noted on the Face Page hereof. The Contractor must not request payments or reimbursements that duplicate funding or reimbursement from any other source for Contractor costs and services pursuant to this Contract.

4. The Contractor shall submit detailed itemization forms or a form deemed acceptable to DHSES for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by DHSES. For Federally-funded awards, the detailed Itemization forms shall include the required certifications pursuant to 2 CFR §200.415. These reports must be prepared periodically and as defined in Appendix C of this Contract. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.

5. The Contractor's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget, and, unless written authorization has been received from DHSES, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: http://www.osc.state.ny.us/agencies/travel/travel.htm.

6. The Contractor's employment of a consultant must be supported by a written Contract executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open compe

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

selection of the consultant, and make them available to DHSES upon request. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of the consultant as if it were its own. Failure to follow these guidelines may result in a disallowance of costs.

7. Additionally, Contractor must adhere to the following guidelines at a minimum when making all procurements, including consultant services. Failure to follow these guidelines may result in a disallowance of costs.

a. A Contractor who proposes to purchase goods or services from a particular vendor without competitive bidding must obtain the prior written approval of DHSES. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of DHSES' approval must also be submitted with the voucher for payment.

b. The rate for consultant services, and cost of equipment or goods, shall be reasonable and consistent with the amount paid for similar services or goods and equipment in the marketplace. Time and effort reports are required for consultants.

c. Written justification and documentation for all procurements must be maintained on file, and made available to DHSES upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

d. A Contractor that is a State entity must make all procurements in accordance with State Finance Law Article 11 and any other applicable regulations.

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

f. A Contractor that is a not-for-profit and all other entities that do not meet the descriptions in Section III(S)(7)(d) or (e) herein must make all procurements as noted below:

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

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

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

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

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

DHSES. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; sealed bids opened at one time before a committee who will certify the process; establishment of the methodology for evaluating bids before the bids are opened; and maintenance of a record of competitive procurement process.

g. Acceptance of State support for interoperable and emergency communications projects, including funding through the Interoperable Emergency Communication Grant Program, requires that Contractors must use open-standard/vendor-neutral technologies to allow for other public safety/public service agencies (including State agencies and authorities) and jurisdictions in your region to operate on your radio system(s) when required, regardless of the total percentage of system funding from the State. This access for other agencies must be permitted to support operational and interoperable goals, and without restriction as to specific manufacturers' subscriber equipment. All reasonably compatible subscriber equipment must be permitted to be operated on your system by outside agencies, thus allowing coordinated efforts between local and state public safety/public service agencies and maximizing resources and capabilities.

h. DHSES reserves the right to suspend program funds if the Contractor is found to be in noncompliance with the provisions of this Contract or other grant Contracts between the Contractor and DHSES or, if the Contractor or principals of the Contractor are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in DHSES' judgment, the services provided by the Contractor under the Contract are unsatisfactory or untimely.

i. DHSES shall provide the Contractor with written notice of noncompliance.

ii. Upon the Contractor's failure to correct or comply with the written notice by DHSES, DHSES reserves the right to terminate this Contract, recoup funds and recover any assets purchased with the proceeds of this Contract.

i. DHSES reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Contractor, or upon reasonable assurance that the Contractor is not in compliance with these terms.

j. As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of 'persons' who are engaged in 'investment activities in Iran' (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

i. By entering into this Contract, Contractor (or any assignee) certifies in accordance with State Finance Law §165-a that it is not on the 'Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012' ('Prohibited Entities List') posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf.

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

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

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

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

V. FEDERALLY FUNDED GRANT REQUIREMENTS

A. Hatch Act. The Contractor agrees, as a material condition of the Contract, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.

B. Requirement for System of Award Management: Unless you are exempted from this requirement under 2 CFR 25.110, you as the subrecipient must maintain the currency of your information in the System of Award Management (SAM) until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term. Pursuant to section 2 CFR §200.210(a)(2), Contractors must maintain a current unique entity identifier prior to and during the life of the Contract.

C. In accordance with 2 CFR §§200.112 and 200.113, Contractor understands and agrees that it must: (1) disclose in writing any potential conflict of interest to DHSES; and (2) disclose, in a timely manner, in writing to DHSES all violations of federal and state criminal law involving fraud, bribery, or gratuity violations potentially affecting the grant award. Failure to make required disclosures can result in any remedy available to DHSES for Contractor's noncompliance, including suspension or debarment.

D. The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR §200.326 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

E. Where advance payments are approved by DHSES, the Contractor agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 2 CFR Part 200, (Uniform Administrative Requirements for Grants and Cooperative Contracts to State and Local Governments) which require Contractors to promptly remit back to the federal government, through New York State Division of Homeland Security and Emergency Services, any interest earned on these advanced funds. The Contractor may keep interest earned up to $500 per federal fiscal year for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to DHSES quarterly.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

G. Equipment Markings. The Contractor further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows: 'Purchased with funds provided by the U.S. Department of Homeland Security.'

H. Administrative, Cost and Audit Requirements: The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements. Failure to do so may result in disallowance of costs upon audit. A list of regulations and guidance applicable to United States Department of Homeland Security (DHS) grants are listed below:

1. General Administrative Requirements:

a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

2. Cost Principles:

a. 2 CFR Part 200, Subpart E

3. Audit Requirements:

a. 2 CFR Part 200, Subpart F

I. Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

1. Consistent with 2 CFR §200.321, the grantee and any subgrantees will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

2. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the M

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (2)(a) through (e) of this section.

J. Compliance with Laws, Regulations and Program Guidance. The Contractor shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Contractor to become familiar with and comply with all terms and conditions associated with acceptance of funds.

K. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, sub-recipient or collaborative agency/organization. The Contractor must maintain specific documentation as support for project related personal service expenditures as this Contract is supported by federal funds. Depending upon the nature or extent of personal service provided under this Contract, the Contractor shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

L. Single Audit Requirements: For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?SID=63811dc3410c008e2f8e28c325cdc09e&mc=true&node=sp2.1.200.f&rgn=div6 .

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend $500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at http://www.gao.gov/govaud/ybk01.htm, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at https://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf.

The final report for such audit must be completed within nine months of the end of the Contractor's fiscal year. The Contractor must provide one copy of such audit report to DHSES within nine (9) months of the end of its fiscal year, or communicate in writing to DHSES that Contractor is exempt from such requirement.

M. Program Income: Program income earned by the Contractor during the grant funding Period must be reported in writing to DHSES, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Contractor agrees to report the receipt and expenditures of grant program income to DHSES. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

DHSES shall become the property of DHSES, entitling DHSES to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.

1. If DHSES shares its right to copyright such work with the Contractor, DHSES reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with grant support.

2. If the grant support provided by DHSES is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant or sub-grant; and (b) any rights of copyright to which a Contractor, sub-Contractor, or a contractor purchases ownership with such grant support.

3. The Contractor shall submit one copy of all reports and publications resulting from this Contract to DHSES within thirty (30) calendar days of completion. Any document generated pursuant to this grant must contain the following language:

'This project was supported by a grant administered by the New York State Division of Homeland Security and Emergency Services and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Division of Homeland Security and Emergency Services or the U.S. Department of Homeland Security.'

O. Accounting for Grant Expenditures:

1. Grant funds may be expended only for purposes and activities set forth in this Contract. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Contractor receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).

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

3. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by DHSES. Where the intention to make sub-awards is clearly indicated in the application, DHSES approval is deemed given, if these activities are funded, as proposed.

4. If this Contract makes provisions for the Contractor to sub-grant funds to other recipients, the Contractor agrees that all sub-Contractors shall be held accountable by the Contractor for all terms and conditions set forth in this Contract in its entirety. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor must guarantee the work of any sub-Contractor as if it were its own.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

5. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:

Activities to be performed;

Time schedule;

Project policies;

Other policies and procedures to be followed;

Dollar limitation of the Contract;

Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Contract;

Applicable federal and/or State cost principles to be used in determining allowable costs; and

Property Records or Equipment Inventory Reports.

P. The Contractor will not be reimbursed for sub-granted funds unless all expenditures by a sub-Contractor are listed on detailed itemization forms or a form deemed acceptable to DHSES. Backup documentation for such expenditures must be made available to DHSES upon request. All expenditures must be programmatically consistent with the goals and objectives of this Contract and with the Budget set forth in Appendix B.

Q. Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

R. Equipment and Property:

1. Any equipment, furniture or supplies or other property purchased pursuant to this Contract is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Contract.

2. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. A Contractor may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to DHSES upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Contractor must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two (2) years.

3. Upon completion of all contractual requirements by the Contractor, DHSES will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Contractors shall dispose of equipment as follows:

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

further obligation to the awarding agency.

b. Items of equipment with a current per unit fair market value of $5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the calculation. To remit payments, award recipients should contact DHSES at 1-866-837-9133 for guidance.

4. Upon completion of all contractual requirements by the Contractor under this Contract, DHSES shall accept a request for continued use and possession of the equipment purchased with grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Contract.

5. The Contractor must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Contractor, this fact should be reported to DHSES as soon as possible and appropriate guidelines followed, as specified in this Appendix.

6. If Contractor disposes of any equipment purchased under this Contract during the active lifespan of said equipment, Contractor must reinvest any proceeds from the disposal into additional equipment items to continue Contractor's organization's activities subject to the guidelines of this Contract. If the Contractor does not reinvest proceeds to continue activities subject to this Contract, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Contract must be repaid to the State of New York.

ENDNOTES:

¹ To the extent that Section V-Federally Funding Grant Requirements conflict with any other provisions of the Contract, the Federal requirements of Section V shall supersede all other provisions of the Contract.

² As of 2019, the list of discriminatory jurisdictions subject to this provision includes the states of Alaska, Hawaii, Indiana, Louisiana, Mississippi, North Carolina, South Carolina, West Virginia and Wyoming. Contact NYS Department of Economic Development for the most current list of jurisdictions subject to this provision.

³ A milestone/performance payment schedule identifies mutually agreed-to payment amounts based on meeting contract events or milestones. Events or milestones must represent integral and meaningful aspects of contract performance and should signify true progress in completing the Contract effort.

⁴ Fee for Service is a rate established by the Contractor for a service or services rendered.

⁵ Rate based agreements are those agreements in which payment is premised upon a specific established rate per unit.

⁶ Scheduled Reimbursement agreements provide for payments that occur at defined and regular intervals that provide for a specified dollar amount to be paid to the Contractor at the beginning of each payment period (i.e. quarterly, monthly or bi-a

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

services or expenses in any one payment period and provide the Contractor with a defined and regular payment over the life of the contract.

⁷ Fifth Quarter Payments occur where there are scheduled payments and where there is an expectation that services will be continued through renewals or subsequent contracts. Fifth Quarter Payments allow for the continuation of scheduled payments to a Contractor for the first payment period quarter of an anticipated renewal or new contract.

⁸ Not applicable to not-for-profit entities

VER 08/2019

Certified by - Brian Kulpa on 09/20/2019

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

Award Contract SHSP

Project No. Grantee Name

TT18-1008-E00 Amherst, Town of 10/01/2019

Special Conditions

I. ALL GRANT FUNDS:

Federal grant funds provided are a subaward of Homeland Security Grant Program (HSGP) funds awarded to the New York State Division of Homeland Security and Emergency Services (DHSES) from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

A. Permissible Use of Funding

1. HSGP funds must be used in accordance with the guidelines set forth in the HSGP Notice of Funding Opportunity, which can be located at https://www.fema.gov/grants

2. All expenditures under this grant must support the Goals and Objectives outlined in the 2017 2020 NYS Homeland Security Strategy and approved investment justifications. New York State's Homeland Security Strategy can be located on the DHSES website at http://www.dhses.ny.gov/planning/#strat.

3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

B. Record Requirements

1. Subrecipients shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.

2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

C. Equipment Purchases

1. Equipment purchased with grant funds must fall within the allowable equipment categories for HSGP as listed on the Authorized Equipment List (AEL) (https://www.fema.gov/authorized-equipment-list).

2. Subrecipients are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any equipment item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS adopted standards to be eligible for purchase using HSGP funds.

3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

D. Training & Exercise Related Activities

1. Any non DHS training course to be supported by this award must be submitted in advance to DHSES for written approval.

2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). Report scheduled exercises to the DHSES Office of Emergency Management (OEM) Training and Exercise Section using NY Responds 60 days prior to the start of the exercise. An After Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted to DHSES using NY Responds within 60 days of completion of the exercise.

3. Subrecipients are required to be NIMS compliant. DHSES requires that subrecipients contact their county point of cont

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

E. Law Enforcement Requirements

1. Subrecipients that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, subrecipients will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.

3. Subrecipients further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

F. EHP Requirements

1. Subrecipients shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).

2. Failure of subrecipients to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Subrecipients shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings. Subrecipients must comply with all conditions placed on the project as the result of the EHP review.

3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.

4. If ground disturbing activities occur during project implementation, subrecipients must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such subrecipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

5. Any activities requiring environmental and historic preservation review that have been initiated prior to FEMA approval could result in non-compliance finding. For your convenience, the screening form is available at: http://www.dhses.ny.gov/grants/eph.cfm.

G. Equipment Maintenance Requirements

1. Subrecipients must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

H. New York State Emergency Management Certification and Training Program

1. Participation in and successful completion of the New York State Emergency Management Certification and Training Program (EMC Training Program) is a mandatory requirement under this Contract and a condition of funding. The EMC Training Program will be made available to, and required for, DHSES specified county and city government officials in order to ensure a consistent emergency management preparedness and response strategy across the State. Attendee substitutions, except as expressly approved by DHSES, shall not be permitted or deemed to be in compliance with this requirement.

2. To fulfill the EMC Training Program requirement of the Contract and in order to be eligible for funding under this Contract, subrecipients must arrange for DHSES specified subrecipient employees to receive and acknowledge receipt of EMC Training no later than 180 days after execution of this Contract. Copies of the training certificates for each required participant must be submitted to DHSES upon execution of the Contract, or, in the event that training is scheduled, but not yet complete, the subrecipient will be required to submit a signed statement indicating the scheduled future dates of attendance, and no later than thirty (30) days after the training is complete, forward such training certificates to DHSES. Continued compliance with the EMC Training Program also requires an annual refresher training of one day per 365 day cycle from the date of initial training for previously trained individuals if such person remains employed by the subrecipient and fulfilling the same functions as he or she fulfilled during the initial training. Should a new employee be designated to serve in the DHSES specified positions, then he or she must come into compliance with the EMC Training Program requirements not later than 180 days after taking office.

3. Subrecipient must commit to active participation in a DHSES Annual Capabilities Assessment as a condition of funding. Active participation includes making reasonable staff, records, information, and time resources available to DHSES to perform the Annual Capabilities Assessment and meet the objectives and goals of the program. Subrecipients must be aware that the process of conducting a DHSES Annual Capabilities Assessment is an ongoing process and requires a continued commitment on the part of the subrecipient to ensure that it is effective.

4. All subrecipients funded through this program agree to provide DHSES, upon request at any time during the life of the grant contract, such cooperation and information deemed necessary by DHSES to ascertain: (1) the nature and extent of any threats or hazards that may pose a risk to the subrecipient ; and (2) the status of any corresponding subrecipient plans, capabilities, or other resources for preventing, protecting against, mitigating, responding to, and recovering from such threats or hazards.

5. Additionally, pursuant to Article 26 of the NYS Executive law, DHSES is authorized to undertake periodic drills and simulations designed to assess and prepare responses to terrorist acts or threats and other natural and man made disasters. Funded subrecipients agree to attend and participate in any DHSES sponsored conferences, training, workshops or meetings (excluding those identified by DHSES as voluntary) that may be conducted, by and at the request of DHSES, during the life of the grant contract.

6. Failure to comply with any of the requirements, as listed above, may result in sanctions up to and including the immediate suspension and/or revocation of the grant award.

Attachment: FullyExecutedContractwithAmendmentDocs3.2.21 (RES-2021-278 : Targeted Tactical Team Grant: Second Amendment

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Police
Initiated by: **John Askey**
Co-Sponsored by:

DOC ID: 23015 **RESOLUTION 2021-279** **ADOPTED**

Training Request National Association of School Resource Officers, Inc. Basic SRO Certification Course (1 Officer)

TOWN BOARD AGENDA ITEM : MARCH 22, 2021

TO: **Town Board**

FROM: **John C. Askey, Chief of Police**

RE: **Training Request**
National Association of School Resource Officers, Inc.
Basic SRO Certification Course (1 Officer)

Kindly adopt a Resolution authorizing one (1) Officer to attend a training course with regard to the above matter. This course is being held virtually from May 3, 2021-May 7, 2021. The total cost for this training is $445.00.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: March 22, 2021)**

3/22/2021
Consent

FINANCIAL IMPACT:

A 3121 .4120: $1,780.00

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]		Police	(716)689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
5/3/2021	5/7/2021	N/A	NASRO - Basic SRO certification course - distance learning

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$445		
Other			
Subtotal			N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL	$445		

Request Approved By:

Department Head Signature

3/12/21
Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Town Board :

Town Board Resolution & Date

Complete Shaded Area
For Expense Reimbursement

Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: scan0019 (RES-2021-279 : Training Request: SRO Training (1 Officer))

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Police
Initiated by: **John Askey**
Co-Sponsored by:

DOC ID: 23009 **RESOLUTION 2021-280** **ADOPTED**

Training Request National Association of School Resource Officers, Inc. Basic SRO Certification Course (4 Officers)

TOWN BOARD AGENDA ITEM : MARCH 22, 2021

TO: **Town Board**

FROM: **John C. Askey, Chief of Police**

RE: **Training Request**
National Association of School Resource Officers, Inc.
Basic SRO Certification Course (4 Officers)

Kindly adopt a Resolution authorizing four (4) Officers to attend a training course with regard to the above matter. This course is being held virtually from April 5, 2021-April 9, 2021. The total cost for this training is $1,780.00 ($445.00 per Officer).

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: March 22, 2021)**

3/22/2021
Consent

FINANCIAL IMPACT:

A 3121 .4120: $1,780.00

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

'RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]		Police	(716)689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/5/2021	4/9/2021	N/A	NASRO - Basic SRO certification course - distance learning

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$445		
Other			
Subtotal			N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL	$445		

Request Approved By:

Chief John C. Lohr

Department Head Signature

3/11/21

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

Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: TravelExpensesSROTraining4Officers3.22.2021 (RES-2021-280 : Training Request : SRO Training (4 Officers))

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]		Police	(716)689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/5/2021	4/9/2021	N/A	NASRO - Basic SRO certification course - distance learning

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$445		
Other			
Subtotal			N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL	$445		

Request Approved By:

Chief John Colucci

Department Head Signature

3/11/21

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

Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: TravelExpensesSROTraining4Officers3.22.2021 (RES-2021-280 : Training Request : SRO Training (4 Officers))

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
		Police	(716)689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/5/2021	4/9/2021	N/A	NASRO - Basic SRO certification course - distance learning

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$445		
Other			
Subtotal			N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL	$445		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: TravelExpensesSROTraining4Officers3.22.2021 (RES-2021-280 : Training Request : SRO Training (4 Officers))

'RAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
4/5/2021	4/9/2021		NASRO Basic SRO Course - distance learning

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545			
Tolls			
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
# nights @ $			
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
# Breakfasts @ $			
# Lunches @ $			
# Dinners @ $			
# Incidentals @ $			
Registration/Conference Fee	$445		
Other			
Subtotal			N/A
Contingency - 10% of subtotal or $200			N/A
TOTAL	$445		

Request Approved By:

Department Head Signature

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area
For Expense Reimbursement

Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: TravelExpensesSROTraining4Officers3.22.2021 (RES-2021-280 : Training Request : SRO Training (4 Officers))

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Police
Initiated by: **John Askey**
Co-Sponsored by:

DOC ID: 23022 **RESOLUTION 2021-281** **ADOPTED**

Amendment of Resolution #2020-200, #2020-412 & #2020-693 Date Change: Travel/Training Request Emergency Response Team: SWAT Tactical Conference

TOWN BOARD AGENDA ITEM: MARCH 22, 2021

TO: **Town Board**

FROM: **John C. Askey, Chief of Police**

RE: **Amendment of Resolution #2020-200, #2020-412 & #2020-693**
Date Change: Travel/Training Request
Emergency Response Team: SWAT Tactical Conference

Kindly amend Resolution #2020-200, Resolution #2020-412 and Resolution #2020-693 with regard to the above matter. Due to COVID-19, the dates of this travel and training were further postponed from September 29, 2020 - October 2, 2020 to April 20, 2021 -April 23, 2021 and it has once again been rescheduled for August 24, 2021-August 27, 2021. The cost for this conference remains the same as previously approved.

Thank you.

JCA:msl
Attachment
C: Kathy Cooper, Deputy Town Clerk *(Agenda Item: March 22, 2021)*

3/22/2021
Consent

FINANCIAL IMPACT:

None for the purposes of this Resolution

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

TRAVEL EXPENSE APPROVAL/REIMBURSEMENT FORM

☐ $250 or LESS and under 75 miles Department Head Approval ONLY Required *REVISED 01/01/2018*

☑ $250 + or greater than 75 miles Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
Aug 24, 2021	Aug 27, 2021	Verona, NY	NYTOA SWAT Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ $0.545	$100 (gas for patrol car)		
Tolls	$30		
Parking			
Local Transportation (bus/taxi)			
Plane/Rail/Bus			
Lodging:			
6 # nights @ $ 182.00	$1092.00		
Meals:			
IRS Per Diem Per Day: $			
1st & Last Day of Travel @ 75%			
16 # Breakfasts @ $14	$224		
12 # Lunches @ $16	$192		
12 # Dinners @ $26	$312		
16 # Incidentals @ $5	$80		
Registration/Conference Fee			
Other			
Subtotal	$2030.00		N/A
Contingency - 10% of subtotal or $200	$200		N/A
TOTAL	$2230.00		

Request Approved By:

Chief John C. Asher

Department Head Signature

7/11/21

Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature Date

Complete Shaded Area For Expense Reimbursement

Town Board :

Town Board Resolution & Date

X:\Forms\Travel Expense Reimbursement Form 4.7.17

Attachment: TravelExpenseSWATConference3.22.2021 (RES-2021-281 : Training Request: SWAT Conference: Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 23017 **RESOLUTION 2021-282** **ADOPTED**

Permission to Auction Excess Equipment

Authorize the Amherst Youth & Recreation Department to auction a set of free-standing pizza ovens currently located at the Williamsville Youth & Family Center, 5005 Sheridan Drive. The ovens are broken and the cost to repair is prohibitive.

3/22/2021
Consent

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Councilmembers
DOC ID: 22993

COMMUNICATION 2021-34 **REFERRED**

Amherst Central Park Development Comments

Residents comments, concerns, suggestions for Amherst Central Park.

3/22/2021
Referred to Planning & Amherst Central Park Task Force.

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

From: Al Kirisits [redacted]
Sent: Friday, March 12, 2021 3:37 PM
To: Kulpa, Brian J.; Debbie Buchi; Berger, Jacqualine; Debbie Buchi
Subject: Amherst town park

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.

I am in full support of the proposed delopement plan for Amherst town park.Finally after many years of talk there is a well formulated plan. I am not in support of reviving the westwood golf course in any form. I do have an idea I think would contribute to the enjoyment of the new park. One of the holes on the former westwood is particularly interesting.it is a 100 yard or so par three . The green is a small island in Elliot creek accessible by a bridge. It is surrounded by mature trees,and is very pretty. I suggest that this one hole be preserved. This would only consume a small portion of the park. Possibly this could be a revenue source. A small booth could be set up,that could offer customers a ball and a 9 iron for 2 or 3$. If they got a hole in one,a cash prize would be given. It would add another interesting thing to do. I would try it!,
Thanks for you efforts

Sent from my iPad

Attachment: COMMUNICATION Westwood Kirisits redacted 20210322 (COM-2021-34 : Amherst Central Park Development Comments)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Supervisor
DOC ID: 22987

COMMUNICATION 2021-35 **REFERRED**

Notice of Tentative Telecommunication Ceiling

Refer to the attached Notice of Final Telecommunications Ceiling for city and town assessment roll to be filed in 2021, dated February 16, 2021.

3/22/2021
Referred to Town Attorney & Assessor.

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

STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES
W.A. Harriman State Campus
Albany, NY 12227
(518)530-4900

Dated
February 16, 2021

NOTICE OF TENTATIVE TELECOMMUNICATIONS CEILING

For city and town assessment roll to be filed in 2021

Mr. Brian Kulpa, Supervisor 142200
Town of Amherst
5583 Main Street, Town Hall
Williamsville, NY 14221

Hearing Date and Location:
April 15, 2021 at 10:00 am
CR219B, Bldg 9, 2nd Floor
WA Harriman State Campus
Albany, New York

The New York State Department of Taxation and Finance, Office of Real Property Tax Services, in accordance with Title 5 of Article 4 of the Real Property Tax Law, has determined the tentative telecommunications ceiling for the telecommunications real property of the utility company in each municipality named below in the amount shown opposite the name of the utility. The Commissioner, or his or her duly authorized representative, will conduct a hearing at the Department of Taxation and Finance office in the City of Albany on the day indicated above as the "Hearing Date" to hear any complaints concerning these ceilings. In order for a complaint to be considered, a complainant must:

(1) Specify its objections to the tentative telecommunications ceiling on Form RP-7143 available from the Office of Real Property Tax Services.
(2) Serve its complaint to the Commissioner at least ten (10) days prior to the hearing date. Service may be made in person or by mail.
(3) Serve a copy of the complaint upon the appropriate utility company at least ten (10) days prior to the hearing date.
(4) File with the Commissioner on or before the hearing date an affidavit stating in substance that the copy required in step 3 above has been served by the required date.

Town of Amherst, Erie County	Ceiling Number	Tentative Ceiling
Equalization Rate: 91.00		
MCI Communications Services P.O. Box 521807 Longwood, FL 32752		
Town Outside Villages		**$ 48,281**
Total Town:	628350-1422 $	48,281
Verizon New York, Inc. P.O. Box 521807 Longwood, FL 32752		
Village of Williamsville		**$ 208,335**
Town Outside Villages		**$ 13,958,515**
Total Town:	631900-1422 $	14,166,850
Level 3 Telecom NY 1025 Eldorado Blvd, CenturyLink Prop Tx Dept Broomfield, CO 80021		
Village of Williamsville		**$ 25,354**
Total Town:	701000-1422 $	25,354
Teleport Communications 1010 Pine St, c/o AT & T 9E-L-01 St. Louis, MO 63101		
Village of Williamsville		**$ 1,585**

Attachment: DOC031021-03102021124109 (COM-2021-35 : Notice of Tentative Telecommunication Ceiling)

STATE OF NEW YORK
DEPARTMENT OF TAXATION AND FINANCE
OFFICE OF REAL PROPERTY TAX SERVICES
W.A. Harriman State Campus
Albany, NY 12227
(518)530-4900

February 16, 2021

NOTICE OF TENTATIVE TELECOMMUNICATIONS CEILING

For city and town assessment roll to be filed in 2021

Town of Amherst, Erie County 91.00	Ceiling Number	Tentative Ceiling
Teleport Communications 1010 Pine St, c/o AT & T 9E-L-01 St. Louis, MO 63101		
Town Outside Villages		$ 50,152
Total Town:	744790-1422 $	51,737
Intellifiber Networks P.O. Box 2629 Addison, TX 75001		
Town Outside Villages		$ 488,287
Total Town:	744860-1422 $	488,287
Level 3 Communications 1025 Eldorado Blvd., CenturyLink Prop Tx Dept Broomfield, CO 80021		
Village of Williamsville		$ 544
Town Outside Villages		$ 48,660
Total Town:	760700-1422 $	49,204
Crown Castle Fiber LLC 2000 Corporate Drive, Tax Department Canonsburg, PA 15317		
Village of Williamsville		$ 15,221
Town Outside Villages		$ 57,987
Total Town:	797400-1422 $	73,208
Grand Total		$14,902,921

Edward Martorana
Valuation Services Bureau

Note: The amounts of the telecommunications ceilings set forth in this notice are "tentative" and must not be applied to the final assessment roll. The final ceilings for use on the assessment roll will be transmitted at a later date.

Attachment: DOC031021-03102021124109 (COM-2021-35 : Notice of Tentative Telecommunication Ceiling)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Clerk
DOC ID: 22998

COMMUNICATION 2021-36 **REFERRED**

Notice of Claim: Chrishawn Loder Vs. Town of Amherst

3/22/2021
Referred to Town Attorney.

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

STATE OF NEW YORK
COUNTY OF ERIE

CHRISHAWN LODER,

Claimant,

NOTICE OF CLAIM

v.

TOWN OF AMHERST,

Respondent.

TO: TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

PLEASE TAKE NOTICE, that the claimant, CHRISHAWN LODER, pursuant to the statutes in such cases made and provided, does hereby make claim against the TOWN OF AMHERST for money damages in an amount which exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction of this matter. Damages are claimed for personal injuries sustained by the claimant, by reason of the wrongful, unlawful, negligent, careless and reckless acts and omissions of the TOWN OF AMHERST, its agents, servants and/or employees and in support thereof, the claimant states as follows:

1) The name and post office address of the claimant and his attorney is:

   a) Chrishawn Loder, [redacted]

   b) Robert P. Goodwin, Esq., Walsh Roberts & Grace LLP, 14 Lafayette Square, Suite 400, Buffalo, New York 14203, (716) 856-1636.

2) The incident complained of occurred on January 30, 2021 at approximately 10:05 pm.

3) The incident complained of occurred on Main Street between Bailey Avenue and Kenmore Avenue in the Town of Amherst, New York

Attachment: DOC031521-03152021154107 (COM-2021-36 : NOC: Loder Vs TOA)

4) The incident occurred when the claimant, who was traveling north on Bailey Avenue, made a left-hand turn onto Main Street. While on Main Street the claimant came to stop at a traffic light behind an Amherst Police vehicle operated by Officer [redacted] When the traffic light turned green Officer [redacted] vehicle quickly reversed and struck the front of claimant's vehicle.

5) The claimant contends that the injuries and damages he sustained are the result of the negligence, carelessness, and recklessness of the Town of Amherst, its agents and/or employees, including but not limited to: failing to properly coordinate and control the steering mechanism of the vehicle; failing to properly coordinate and control the braking mechanism of the vehicle; failing to put the vehicle in the proper gear after the traffic light turned green; backing the vehicle against the lawful direction of traffic; failing to give any signal or warning of an intention to drive the vehicle in reverse; failing to see that which was there to be seen; failing to keep a proper lookout; failing to obey posted traffic control signs and devices; and failing to obey the Vehicle and Traffic Laws of the State of New York.

6) Insofar as the claimant is able to determine, the personal injuries he sustained consist of: neck, shoulders and back pain, as well as pain and suffering, permanency, disfigurement, disability, and loss of enjoyment of life in connection with the aforementioned injuries.

7) Upon information and belief, the claimant will also require future medical treatment and will incur future medical expenses related to said treatment. The claimant does not currently know the amounts of the future medical, hospital, and/or other expenses.

Attachment: DOC031521-03152021154107 (COM-2021-36 : NOC: Loder Vs TOA)

8) By virtue of the negligence of the TOWN OF AMHERST, as aforesaid, the claimant, CHRISHAWN LODER, has sustained severe, grievous, and permanent personal injuries, and has incurred medical, hospital, and other expenses, and will continue to incur substantial expenses and sums which have not yet been determined, all to the claimant's damage.

9) Upon information and belief, all of these damages are in a sum which exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction of this matter.

PLEASE TAKE FURTHER NOTICE, that the claimant demands payment of his claim as set forth herein.

DATED: Buffalo, New York
March 10, 2021

Chrishawn Loder
CHRISHAWN LODER

CHRISHAWN LODER, being duly sworn, deposes and says: that he is the claimant in the within action; that he has read the foregoing Notice of Claim and the same is true to his own knowledge, except to matters alleged herein to be upon information and belief, and as to those matters, he believes it to be true.

Chrishawn Loder
CHRISHAWN LODER

Sworn to before me this 10
day of March, 2021

Robert P. Goodwin
Notary Public

Robert P. Goodwin
Notary Public - State of New York
Qualified in Erie County
My Commission Expires: 04/18/23

Attachment: DOC031521-03152021154107 (COM-2021-36 : NOC: Loder Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Clerk
DOC ID: 22994

COMMUNICATION 2021-37

REFERRED

Notice of Claim: Jill Bingenheimer & Daniel Bingenheimer Vs Town of Amherst

3/22/2021
Referred to Town Attorney.

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

IN THE MATTER OF THE CLAIM OF

JILL BINGENHEIMER and
DANIEL BINGENHEIMER

Claimants

-against -

NOTICE OF CLAIM

TOWN OF AMHERST, NEW YORK

Respondent

TO: TOWN OF AMHERST, NEW YORK
5583 Main Street
Wiliamsville, New York 14221

PLEASE TAKE NOTICE, that the Claimants herein make claim and demand against the Town of Amherst, New York as follows:

1. The name and post office address of the Claimants is:

Jill Bingenheimer
[redacted]

Daniel Bingenheimer
[redacted]

MAR15'21 AM 8:25 RCVD

Attachment: DOC031521-03152021093532 (COM-2021-37 : NOC: Bingenheimer Vs TOA)

2. The name and post office address of Claimants' attorneys is:

Eric M. Shelton, Esq.
Brown Chiari, LLP
2470 Walden Avenue
Buffalo, New York 14225

3. The time of the happening of the occurence in which Claimant, JILL BINGENHEIMER, was injured was December 10, 2020, at approxmimately 3:15 p.m. JILL BINGENHEIMER's date of birth is [redacted] Claimant, DANIEL BINGENHEIMER, is claiming derivitive damages. Mr. BINGENHEIMER's date of birth is [redacted]

4. The place of the happenening of the occurence which caused Claimant, JILL BINGENHEIMER'S injuries was the intersection of Sheridan Drive and Youngs Road in the Town of Amherst, State of New York.

5. The nature of this claim is for personal injuries sustained by the Claimant, JILL BINGENHEIMER, when the 2014 GMC pickup truck she was operating was struck by a 2011 Kia motor vehicle that was being pursued by several law enforcement agencies including, upon information and belief, the Amherst Police Department, at the aforesaid time and place.

6. It will be claimed that Respondent, TOWN OF AMHERST, through the Town of Amherst Police Department, and its employees, agents and/or representatives, was negligent, careless and/or reckless as follows:

* unsafely and reasonably pursuing a 2011 Kia motor vehicle bearing New York License Plate No. FPC2718 over multiple public highways at unreasonably high and unsafe rates of speed;

Attachment: DOC031521-03152021093532 (COM-2021-37 : NOC: Bingenheimer Vs TOA)

* pursuing the aforesaid Kia motor vehicle over multiple public highways at unreasonably high and unsafe rates of speed, despite the fact that the operator of said vehicle was exceeding posted speed limits, disobeying traffic control devices, and putting members of the public, including other vehicular drivers and passengers, at great risk;
* failing to assess and balance the need and the utility of pursuing the aforesaid Kia motor vehicle against the great risk of harm created to members of the public, including other vehicular drivers and passengers, by continuing such pursuit;
* failing to recognize the excessive risk created to members of the public, including other vehicular drivers and passengers, by continuing the pursuit of the aforesaid Kia motor vehicle;
* continuing to pursue the aforesaid Kia motor vehicle despite the fact that the pursuit travelled through heavily trafficked streets and thoroughfares;
* continuing to pursue the aforesaid Kia motor vehicle despite the fact that the pursuit travelled through congested commercial areas;
* failing to activate the emergency lights and sirens on their law enforcement vehicles while pursuing the aforesaid Kia motor vehicle; and
* failing to take Claimant, JILL BINGENHEIMER's health, safety and welfare into consideration while pursuing the aforesaid Kia motor vehicle over busy public thoroughfares during periods of high traffic volume.

Attachment: DOC031521-03152021093532 (COM-2021-37 : NOC: Bingenheimer Vs TOA)

Respondent's negligence, carelessness and/or recklessness occurred over a period of time from roughly 2:15 p.m. through 3:15 p.m. on December 10, 2020, on one or more of the following public thoroughfares: Best Street in the City of Buffalo, New York Route 33 in the City of Buffalo, New York Route 33 in the Village of Depew, New York Route 33 in the Town of Cheektowaga, Transit Road in the Town of Cheektowaga, Transit Road in the Town of Amherst and Sheridan Drive in the Town of Amherst.

7. The items of damage and injuries sustained by Claimant, JILL BINGENHEIMER, that are known to date are as follows:

* cervical spine sprain and strain;
* structural damage to a previously installed C5-6 cage;
* loosening of screws used to anchor a previously installed C5-6 cage;
* probable herniated disc at C6-7;
* stenosis at C6-7;
* radiculopathy, C5-7, right;
* decreased range of motion, cervical spine;
* spasm, cervical spine;
* headaches of a migraine nature;
* bursa inflammation, right shoulder; and
* pain and decreased range of motion, right shoulder;

It is anticipated that Claimant will require future care and treatment including, but not limited to, likely spinal surgery to repair the damage to her prior fusion and fusion hardware, as well as to address new injuries caused by the subject accident. It is further anticipated that

Attachment: DOC031521-03152021093532 (COM-2021-37 : NOC: Bingenheimer Vs TOA)

claimant will sustain future costs related to such medical care and treatment. Ms. BINGENHEIMER will also seek damages for her pain and suffering, past and future medical expenses, and other items of economic loss.

Upon information and belief, Claimant's injuries are permanent and the full nature and extent of said injuries are unknown at this time.

Claimant, DANIEL BINGENHEIMER, will claim damages for the loss of services, society and companionship of his wife, JILL BINGENHEIMER.

DATED: Buffalo, New York
March 10, 2021

Jill Bingenheimer

Daniel Bingenheimer

Eric M. Shelton, Esq.
BROWN CHIARI LLP
Attorneys for Claimants
2470 Walden Avenue
Buffalo, New York 14225-4751
(716) 681-7190

Attachment: DOC031521-03152021093532 (COM-2021-37 : NOC: Bingenheimer Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Clerk
DOC ID: 22975

COMMUNICATION 2021-38 **REFERRED**

Summons and Complaint: Diane M. Reese Vs. Town of Amherst Et Al.

3/22/2021
Referred to Town Attorney.

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

DIANE M. REESE
[redacted]

Plaintiffs,

vs.

TOWN OF AMHERST
5583 Main Street
Williamsville, NY 14221

ANTHONY R. CANNA
[redacted]

Defendants.

Index No.

Plaintiff designates Erie County as the place of trial

The basis of venue is Plaintiff's residence

SUMMONS

Plaintiff resides at [redacted]

County of Erie

TO THE ABOVE NAMED DEFENDANT(S):

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer, or, if the Complaint is not served with this Summons, to serve a notice of appearance, on the Plaintiff's Attorneys within TWENTY (20) DAYS after the service of this Summons, exclusive of the day of service (or within THIRTY (30) DAYS after the service is complete if this Summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the Complaint.

DATED: Buffalo, New York
February 26, 2021

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
ROBERT A. SCALIONE, ESQ.
Attorneys for Plaintiff
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[RAS : 67741.0001]

MAR 04 '21 AM 9:56 RCVD

Attachment: DOC030421-030420210924O3 (COM-2021-38 : Summons & Complaint: Reese Vs TOA)

14.5.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

DIANE M. REESE

Plaintiff,

vs.

TOWN OF AMHERST
ANTHONY R. CANNA

Defendants.

COMPLAINT

Index No.

Plaintiff, above named, by her attorneys, LIPSITZ GREEN SCIME CAMBRIA LLP, for her Complaint against the defendants, alleges

AS AND FOR A FIRST CAUSE OF ACTION AGAINST THE DEFENDANT, TOWN OF AMHERST, THE PLAINTIFF, DIANE M. REESE, ALLEGES:

1. The plaintiff, DIANE M. REESE at all times hereinafter mentioned, was and still is a resident of the [redacted] located within the [redacted] and th[redacted]

2. Upon information and belief, the defendant, TOWN OF AMHERST, is a municipal corporation duly organized and existing under and pursuant to the laws of the State of New York.

3. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, was the owner of a sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

Attachment: DOC030421-03042021092403 (COM-2021-38 : Summons & Complaint: Reese Vs TOA)

4. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, operated the aforesaid sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

5. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, maintained the aforesaid sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

6. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, managed the aforesaid sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

7. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, constructed the aforesaid sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

8. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, controlled the aforesaid sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

9. Upon information and belief, at all times hereinafter mentioned, the defendant, TOWN OF AMHERST, by its agents, servants and/or employees, designed the aforesaid

Attachment: DOC030421-03042021092403 (COM-2021-38 : Summons & Complaint: Reese Vs TOA)

sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

10. Upon information and belief, on or about the 18th day of May, 2020, the plaintiff, DIANE M. REESE, while lawfully and properly walking on the sidewalk at the aforesaid location, was caused to trip and fall on the uneven, recessed sidewalk area, resulting in serious injuries to the plaintiff.

11. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused as a result of the negligent, careless, reckless and/or unlawful conduct on the part of the defendant, TOWN OF AMHERST, its agents, servants and/or employees, in the ownership, operation, maintenance, management, construction, control and design of the aforesaid sidewalk on the aforesaid premises, and, among other things, said negligence of the defendant, TOWN OF AMHERST, by its/their agents, servants and/or employees, was exhibited in defendant allowing and permitting the aforesaid sidewalk to be used when such was in an unsafe, dangerous, hazardous and defective condition, and in allowing and permitting it to be and remain in such condition, without warning plaintiff and others of its existence.

12. Upon information and belief, the aforesaid sidewalk and the dangerous and hazardous condition created thereby, existed for a sufficient length of time to give both actual and constructive notice to the defendant, TOWN OF AMHERST, including notice by reasonable inspection.

13. Upon information and belief, the defendant, TOWN OF AMHERST, affirmatively created the dangerous and hazardous condition complained of herein.

Attachment: DOC030421-03042021092403 (COM-2021-38 : Summons & Complaint: Reese Vs TOA)

14. As a result of the alleged incident, the plaintiff, DIANE M. REESE, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her/his nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expenses and may incur further medical expenses; was caused to be incapacitated from her usual activities and employment; and may be further incapacitated.

15. Heretofore, and on or about the 12th day of August, 2020, a Notice of Claim was served on behalf of the plaintiff upon the TOWN OF AMHERST, in duplicate, and on or about the 4th day of September, 2020, a revised Notice of Claim was served on behalf of the plaintiff upon the TOWN OF AMHERST, in duplicate, which Notice of Claim set forth the name and post office address of DIANE M. REESE, claimant, the name and post office address of her attorneys, the nature of the claim, the time when, the place where, and the manner in which the claim arose, together with the items of damages and injuries then known to exist, and the said Notice of Claim was served upon the TOWN OF AMHERST within ninety (90) days of the date upon which the claim arose. At least thirty (30) days have elapsed since the service of the Notice of Claim, as aforesaid, and TOWN OF AMHERST has failed and neglected to adjust or pay the said claim.

16. This action falls within one or more of the exceptions set forth in CPLR §1602.

Attachment: DOC030421-03042021092403 (COM-2021-38 : Summons & Complaint: Reese Vs TOA)

17. As a result of the foregoing, the plaintiff has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT, ANHONY CANNA, THE PLAINTIFF, DIANE M. REESE, ALLEGES:

18. Repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "17" of this Complaint with the same force and effect as if fully set forth herein.

19. Upon information and belief, at all times hereinafter mentioned, the defendant, ANTHONY R. CANNA, resides in the [redacted] and [redacted]

20. Upon information and belief, at all times hereinafter mentioned, the defendant, ANTHONY R. CANNA, was the owner of a sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

21. Upon information and belief, at all times hereinafter mentioned, the defendant, ANTHONY R. CANNA, by his agents, servants and/or employees, operated the aforesaid sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

22. Upon information and belief, at all times hereinafter mentioned, the defendant, ANTHONY R. CANNA, by his agents, servants and/or employees, maintained the aforesaid

Attachment: DOC030421-03042021092403 (COM-2021-38 : Summons & Complaint: Reese Vs TOA)

sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

23. Upon information and belief, at all times hereinafter mentioned, the defendant, ANTHONY R. CANNA, by his agents, servants and/or employees, managed the aforesaid sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

24. Upon information and belief, at all times hereinafter mentioned, the defendant, ANTHONY R. CANNA, by his agents, servants and/or employees, constructed the aforesaid sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

25. Upon information and belief, at all times hereinafter mentioned, the defendant, ANTHONY R. CANNA, by his agents, servants and/or employees, controlled the aforesaid sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

26. Upon information and belief, at all times hereinafter mentioned, the defendant, ANTHONY R. CANNA, by his agents, servants and/or employees, designed the aforesaid sidewalk located on Carmen Road, which runs adjacent to the premises located at 170 Longmeadow Road within the Town of Amherst, County of Erie and the State of New York.

27. Upon information and belief, on or about the 18th day of May, 2020, the plaintiff, DIANE M. REESE, while lawfully and properly walking on the sidewalk at the aforesaid location, was caused to trip and fall on the uneven, recessed sidewalk area, resulting in serious injuries to the plaintiff.

Attachment: DOC030421-03042021092403 (COM-2021-38 : Summons & Complaint: Reese Vs TOA)

28. Upon information and belief, the incident hereinbefore described and the resultant injuries were caused as a result of the negligent, careless, reckless and/or unlawful conduct on the part of the defendant, ANTHONY R. CANNA, his agents, servants and/or employees, in the ownership, operation, maintenance, management, construction, control and design of the aforesaid sidewalk on the aforesaid premises, and, among other things, said negligence of the defendant, ANTHONY R. CANNA, by his agents, servants and/or employees, was exhibited in defendant allowing and permitting the aforesaid sidewalk to be used when such was in an unsafe, dangerous, hazardous and defective condition, and in allowing and permitting it to be and remain in such condition, without warning plaintiff and others of its existence.

29. Upon information and belief, the aforesaid sidewalk and the dangerous and hazardous condition created thereby, existed for a sufficient length of time to give both actual and constructive notice to the defendant, ANTHONY R. CANNA, including notice by reasonable inspection.

30. Upon information and belief, the defendant, ANTHONY R. CANNA, affirmatively created the dangerous and hazardous condition complained of herein.

31. As a result of the alleged incident, the plaintiff, DIANE M. REESE, sustained bodily injuries and was painfully and seriously injured, and some of the injuries may result in permanent defects; was rendered sick, sore, lame and disabled; sustained pain and suffering and shock to her/his nerves and nervous system; was caused to and did seek medical aid and attention; was caused to be confined to hospital, bed and home; was caused to and did incur great medical expenses and may incur further medical expenses;

Attachment: DOC030421-03042021092403 (COM-2021-38 : Summons & Complaint: Reese Vs TOA)

14.5.a

was caused to be incapacitated from her usual activities and employment; and may be further incapacitated.

32. This action falls within one or more of the exceptions set forth in CPLR §1602.

33. As a result of the foregoing, the plaintiff has sustained general and special damages in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction.

WHEREFORE, the plaintiff, DIANE M. REESE, demands judgment against the defendants, TOWN OF AMHERST and ANTHONY R. CANNA, either jointly or severally, in the First and Second Causes of Action in an amount which exceeds the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and for such other, further or different relief as the Court may deem just and proper, together the costs and disbursements of the action.

DATED: Buffalo, New York
February 26, 2021

LIPSITZ GREEN SCIME CAMBRIA LLP

By: _____
ROBERT A. SCALIONE, ESQ.
Attorneys for Plaintiff
Office and P.O. Address
42 Delaware Avenue, Suite 120
Buffalo, New York 14202-3924
(716) 849-1333
[RAS : 67741.0001]

Attachment: DOC030421-03042021092403 (COM-2021-38 : Summons & Complaint: Reese Vs TOA)

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23051 **RESOLUTION 2021-283** **ADOPTED**

2021 Golf Season Fees

TO: **Amherst Town Board**
FROM: **Mary-Diana Pouli, Executive Director**
DATE: **March 22, 2021**
RE: **Authorization Fees to be charged for the 2021 Golf Season**

Please authorize the following fees to be charged for the 2021 Golf Season:

18 Holes:
Resident not to exceed $25.00
Non-Resident not to exceed $29.00

9 Holes:
Resident not to exceed $17.00
Non-Resident not to exceed $19.00

Par 3:
Not to exceed $14.00 (no difference between resident and non-resident)

Carts: (inclusive of tax)
18 holes $15.00
9 holes $ 9.00

Resident Season Pass: $500.00
Senior Season Pass: $300.00 (unlimited, Monday-Friday only)
Advantage Discount Card to be negotiated

9 Hole League Fee:
$14.00 greens fee + $7.00 cart fee = $21.00

Financial Impact: TBD

FINANCIAL IMPACT:

TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala

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

Francina J. Spoth
Town Clerk

Meeting: 03/22/21 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 23052 **RESOLUTION 2021-284** **ADOPTED**

Amendment to the 2021 – 2026 CIP Relative to a Project at the Northtown Center at Amherst

TO: **Amherst Town Board**
FROM: **Mary-Diana Pouli, Executive Director**
DATE: **March 22, 2021**
RE: **Amendment to the 2021 - 2026 CIP relative to a project at the Northtown Center at Amherst**

The Youth & Recreation Department is requesting an amendment to the 2021 - 2026 CIP relative to a project at the Northtown Center at Amherst. The north end underfloor heating system at the Northtown Center has a failure that needs to be addressed this year. Please adopt a resolution approving the following:

Current
YR-3A Northtown Center Rubber Floor Replacement 2021 - 100 LA

Proposed
YR-9A Northtown Center Underfloor Heating System Repair 2021 - 100 LA

A Map, Plan & Report has been generated and is undergoing review by the Finance Director. If approved, bonding will be at a subsequent Town Board meeting.

FINANCIAL IMPACT:

TBD

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jacqualine Berger, Deputy Supervisor
SECONDER:	Deborah Bruch Bucki, Councilmember
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala