Amherst Town Board

Regular Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, September 19, 2022 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

Councilmember Lavin

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on September 19, 2022 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Jacqualine Berger	Town of Amherst	Deputy Supervisor	Present	
Deborah Bruch Bucki	Town of Amherst	Councilmember	Present	
Shawn Lavin	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Ann Demopoulos	Town of Amherst	Deputy Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Jeffrey S. Burroughs	Town of Amherst	Town Engineer	Present	
Laurie Stillwell	Town of Amherst	Director of Community Development	Present	

V. MINUTES APPROVAL

1. Tuesday, September 06, 2022

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2022-896

Local Law Amending Chapter 175, Taxation

Public Hearing with respect to a Local Law Amending Chapter 175, Taxation, adding Article XII, Agricultural Districts, Exemptions.

9/19/2022
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 7:11 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the October 3rd Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:12 PM.

10/3/2022
A motion to adjourn the hearing until the October 17th Town Board meeting was made by Supervisor Kulpa, seconded by Councilmember Szukala and unanimoulsy approved 4-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 10/3/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy Supervisor	
AYES:	Kulpa, Berger, Bucki, Lavin, Szukala	

2. Resolution 2022-897

HOME Investment Partnerships Program - American Rescue Plan Appropriation

Public Hearing on the Allocation Plan for the HOME Investment Partnerships Program-American Rescue Plan Appropriation.

9/19/2022

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 6:59 PM.

Laurie Stillwell, Community Development Director, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:11 PM.

RESULT:	**HEARING CLOSED**

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. **9/11 Commemoration Committee**

   Membership is unlimited.

2. **Amherst Committee on Disabilities (6)**

3. **Amherst Community Diversity Commission (4)**

4. **Amherst Conservation Advisory Council (5)**

5. **Amherst Government Financial Advisory Board**

   Membership is full.

6. **Amherst Industrial Development Agency**

   Membership is full.

7. **Amherst Veterans Committee (3)**

8. **Arts & Culture in Public Places Board**

9. **Board of Assessment Review**

   Membership is full.

10. **Board of Electrician Examiners**

Membership is full.

11. Board of Ethics

Membership is full.

12. Board of Plumbing and Drainage Examiners

Membership is full.

13. Design Advisory Board

14. Employee Suggestion Program Merit Award Board

Membership is full.

15. Employee Suggestion Review Committee

16. Energy Conservation Citizens Advisory Committee (3)

17. Freedom of Information Law (FOIL) Board

18. Glen Park Joint Board

19. Historic Preservation Commission

Membership is full.

20. Information Technology Advisory Committee (1)

21. Library Board of Trustees

Membership is full.

22. Minority / Woman Owned Business (4)

23. Open Government Advisory Board (4)

24. Planning Board

Membership is full.

25. Recreation Commission (1)

26. Recycling and Waste Committee (3)

27. Senior Services Advisory Board (2)

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 7:13 PM.

The following speaker addressed the Town Board:
Gerri DiCosmo, 378 Meyer Rd. - update the no parking sign on Meyer Road and speeding concerns

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 7:18 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

B. DEPUTY SUPERVISOR BERGER:

C. COUNCILMEMBER BUCKI:

1. Resolution 2022-898

Appointment to Amherst Committee on Disabilities

BE IT RESOLVED that the Amherst Town Board appoints Thomas Roetzer to the Amherst Committee on Disabilities for a term to conclude December 31, 2023.

<u>9/19/2022</u>
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 2022-899

Set Public Hearing Date - Park Club Lane & Briar Row All-Way Stop Intersection

Please schedule a public hearing on October 17, 2022 to change the intersection of Park Club Lane and Briar Row into an all-way stop intersection in accordance to the recommendations made in the Park Club Lane Traffic Calming Report.

"The intersection of Park Club Lane and Briar Row is hereby designated as an all-way stop intersection with stop signs placed on every roadway approach of the intersection."

9/19/2022
Consent

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

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2022-900

Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000)

AGENDA ITEM : SEPTEMBER 19TH, 2022

TO: Town Board

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

DATE: September 14, 2022

RE: Mathewson/McCarthy Ballfield Lighting Improvements
2022-2027 C.I.P. - Project No. YR-17A
Amended Bond Resolution - $125,000

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

(1) Adopt the SEQR determination by authorizing the Supervisor to execute the attached Negative Declaration for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $125,000 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
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, Agenda Item - September 19, 2022)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Brian J. Armstrong, Assistant Municipal Engineer *(w/attachment)*

9/19/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. 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 2022-901

Comprehensive Planning Projects (Bond Resolution - $400,000)

AGENDA ITEM : SEPTEMBER 19TH, 2022

TO: **Town Board**

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

DATE: **September 14, 2022**

RE: **Comprehensive Planning Projects**
2022-2027 C.I.P. - Project No. P-1
Bond Resolution - $400,000

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

(1) Adopt the SEQR determination by authorizing the Supervisor to execute the attached Negative Declaration for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $400,000 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
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, Agenda Item - September 19, 2022)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Kimberly Amplement, Planner *(w/attachment)*

9/19/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. 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 2022-902

Engagement Letter - Hodgson Russ LLP (CRS #3586)

AGENDA ITEM : SEPTEMBER 19TH, 2022

TO: **Town Board**

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

DATE: **September 14, 2022**

RE: **Engagement Letter - Hodgson Russ LLP (CRS# 3586)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Engagement Letter with Hodgson Russ LLP specific to legal services rendered relative to labor and employment pending successful completion of the CRS.

Thank you.

SJS:NMS:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - September 19, 2022**)

9/19/2022
Consent

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

4. Resolution 2022-903

License Agreement - 81 Snyderwoods Court (Wierzbeiniec/Cwiek) (CRS#3572)

AGENDA ITEM : SEPTEMBER 19th, 2022

TO: **Town Board**

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

DATE: September 14, 2022

RE: Request for License Agreement (CRS #3572)
Installation of Fence
Property Located At:
81 Snyderwoods Court, Amherst, New York 14226

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement (CRS #3572).

The owners of the above-referenced property are seeking permission to install a fence that would encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item: September 19, 2022**)
Tim Lucey, General Crew Chief, Highway Department *(w/attachment)*

9/19/2022
Consent

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

5. Resolution 2022-904

TOA V. Brooks (Property Damage Release - $50,000)

AGENDA ITEM : SEPTEMBER 19TH, 2022

TO: Town Board

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

DATE: September 14, 2022

RE: Town of Amherst v. Richard Brooks
Damage To Senior Center Wall
Property Damage Release For $50,000
Date of Accident - 3.5.21

Kindly adopt a resolution authorizing the Supervisor to execute the attached Property Damage Release from State Farm (insured's carrier) for damage caused to the Town of Amherst Senior Center wall as result of a vehicle accident involving the insured's driver.

Thank you.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - September 19, 2022**)

9/19/2022
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 2022-905

New Firefighter for Main-Transit Fire Department

New firefighter for the Main-Transit Fire Department lives in the Town of Amherst and his place of employment is in the Main-Transit Fire District.

Thomas J. Hutchinson
41 Ponderosa Dr
Williamsville, NY 14221

9/19/2022
Consent

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

2. Resolution 2022-906

New Firefighter for East Amherst Fire Department

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

Brandt Sauers
132 Bassett Road
Williamsville, NY 14221

9/19/2022
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 2022-907

Budget Transfers & Amendments

For September 19, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 9/14/2022
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 - 2022

FROM:	***TO:***
N2044.4000 Cheek HOME Rehab $168,845.26	N2048.4000 Cheek HOME Rental Sub $168,845.26
Requested per department.	

H4068.4000 Insect Control- Contractual $500.00 H4068.2250 Other Equip $500.00
Requested per department.

N2025.1000 Amh CDBG-Personal Svc $27,007.98 N2025.4000 Contractual $8,487.51
N2025.1300 Longevity $1,075.00
N2025.8010 St. Retirement $9,445.47
N2025.8030 FICA $8,000.00
To clean up budget and transfer to cover CRS #3552, Wetland Delineation for Northwest Amherst Community Center.

N1938.4000 Façade Prog-Contractual $30,000.00 N1921.4000 Housing Rehab. $30,000.00
Requested per department.

BUDGET AMENDMENTS - 2022

INCREASE: ***INCREASE:***

N2155.02785 Amherst HOME Rental- PI $5,264.72 N2155.4000 Contractual $5,264.72
N2154.02785 Amherst Admin- PI $584.97 N2154.4003 Admin $584.97
To recognize Community Development program income from 143 Capen, Amherst.

A3510.05001 Animal Control - Refund of CY Exp. $550.00 A3510.4110 Contractual $550.00
To recognize refund of current year expense and increase contractual in Police - Animal Control.

A3120.02680 Police - Insurance Proceeds $22,731.31 A3120.4230 Vehicle Repair $22,731.31
To recognize insurance proceeds and increase expenditures for vehicle repair.

A3120.05001 Police - Refund of CY Expense $315.00 A3120.4430 Miscellaneous $60.00
A3120.2130 Computers $255.00
To recognize refund of current year expense for donation to Police Department and reimbursement for damage to computer monitor.

A3122.02410 Bailey Ave. - Rentals $2,300.00 A3122.4220 Building & Grounds $2,300.00
To recognize Police - Bailey Ave. Rentals and increase building and grounds expenditures.

N2123.02785 CDBG & VG PI $170.00 N2123.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.

A1620.02617 Building Maint. - Auction Revenue $585.00 A1620.4280 Pub Safety Equip $782.14
A1620.02650 Building Maint. - Sale of Scrap $197.14
To recognize proceeds from auction and scrap and increase R&M Pub Safety Equipment.

A3310.02680 Traffic Control- Ins Reimb $7,830.00 A3310.2550 Other Spec Equip $7,830.00
To recognize insurance reimbursement for paint sprayer in Traffic Control.

9/19/2022
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 2022-908

Award RFP #202203 - Real Property Reassessment Project - CRS #3569

WHEREAS, the Contract Compliance and Administration Department received proposals on June 16, 2022 for RFP #202203 for Real Property Reassessment Project; and

WHEREAS, the RFP process resulted in responses from three (3) vendors, as per the attached scoring sheet;

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to GAR Associates LLC; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with GAR Associates LLP.

9/19/2022
Consent

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

2. Resolution 2022-909

Approve Contract Extension with Rodriguez Construction Group - CRS #3576 (Original CRS #3323)

WHEREAS, participation in the Erie County contract for General Construction/Maintenance Services with Rodriguez Construction Group was approved on May 23, 2022 via Town Board resolution 2022-517; and

WHEREAS, that contract expired on August 31, 2022 but has been extended by Erie County; and

WHEREAS, due to the nature of the contract (overhead and profit as a percentage of construction and maintenance costs), all work performed will be overseen by the Building Maintenance (Facilities) Department;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of Erie County Contract #A218160-002 for General Construction/Maintenance Services with Rodriguez Construction Group through August 31, 2024; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Rodriguez Construction Group subject to successful completion of the contract routing process.

9/19/2022
Consent

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

3. Resolution 2022-910

Approve Host Community Agreement with Amherst Community Solar LLC - CRS #3581

WHEREAS, Amherst Community Solar LLC proposes to construct and operate an approximately 5MW AC solar energy project at 595 Schoelles Rd., and

WHEREAS, the Town and Amherst Community Solar LLC have negotiated a host community payment to be made to the Town in the amount of $25,000.00, as per the attached Host Community Agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Host Community Agreement with Amherst Community Solar LLC, a New York Limited liability company; and

BE IT FURTHER RESOLVED, approval is contingent on successful completion of the contract routing system.

9/19/2022
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:

K. ENGINEERING:

1. Resolution 2022-911

2022-2027 CIP Amendment - Mathewson/McCarthy Ballfield Lighting Improvements CIP Project No. YR-17A

The Engineering Department is recommending amendment of the 2022-2027 CIP for above project in the amount shown in the table below. This amendment will allocate adequate funding for this project which is currently underfunded due to supply-chain related materials cost increases.

CIP No.	Project Description	2022 Bond Allocation	Amend To
YR-17A	Mathewson / McCarthy Ballfield Lighting Improvements	$ 525,000 LA	$ 650,000 LA

LA = General Fund Bond

Please approve this amendment to the 2022-2027 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 2022 in an effort to achieve budget neutrality associated with this request.

9/19/2022
Consent

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

2. Resolution 2022-912

2022-2027 CIP Amendment - Recreation Complex Improvements CIP Project No. YR-9A

The Engineering Department is recommending amendment of the 2022-2027 CIP for above project in the amount shown in the table below. This amendment will allocate adequate funding for this project which is currently underfunded due to supply-chain related materials cost increases.

CIP No.	Project Description	2022 Bond Allocation	Amend To
YR-9A	Recreation Complex Improvements	$ 1,300,000 LA	$ 2,020,000 LA

LA = General Fund Bond

Please approve this amendment to the 2022-2027 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 2022 in an effort to attempt to achieve budget neutrality associated with this request.

9/19/2022
Consent

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

3. Resolution 2022-913

Payment Authorization for Purchase of Calcium Nitrate PVS-CDI Chemicals, Inc.

The Engineering Department, WPCF division is requesting that the Town Board authorize the Comptroller's Office to pay invoices #0604474-IN & #0604186-IN for Calcium Nitrate and freight charges in the amounts of $10,210.68 and $1,295.50, respectively. These purchases were necessary because PVS-CDI Chemicals, Inc., the awarded vendor for CRS-CMS 1024-1406, TOA Bid 2018029 Calcium Nitrate, would not honor the contract pricing due to significant cost of business price increases and the WPCF required the chemical to run the Plant. A new 6-month bid (CRS#3555, Bid #2022023) was awarded under RES-2022-856 on 9/6/22.

Funds for this request will be available in G9916-4800.

Thank you for considering this request.

9/19/2022
Consent

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

4. Resolution 2022-914

WPCF Process Water Pump Improvements - Change Order No. 3 Quackenbush Co., Inc. CRS No. 3583

We are requesting the Town Board approve the above referenced Change Order, which calls for a $12,628.26 increase in the contract price, and a time extension in order to complete this work. The contract completion date of August 31, 2021 will be extended to December 23, 2022. The project's revised contract price will be $277,830.32. This Change Order will cover the costs associated with the Contractor cutting an existing pipe, and then installing a new 18-inch ductile iron spool. It was determined after a lengthy evaluation that the leak on the new 18-inch gate valve was due to an existing flange that had corroded. This item was unknown at the time of bidding, and is necessary for a fully operational process water pump system.

Funding for this request is available from account KP1725-4972.

Pending successful completion of the contract approval procedure, may we have your approval to award Quackenbush Co., Inc. the above referenced Change Order? Thank you for considering this request.

9/19/2022
Consent

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

5. Resolution 2022-915

Change Order No. 1 & Final – Elmer W. Davis, Inc. Rebid of Police Maint. Garage & Town Court Building Roof Restoration CRS No. 3588

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract amount by $19,000.00. Due to supply-chain related bidding delays, the condition of these roof sections has degraded since the project was scoped during the fall of 2021 and therefore, additional roof improvements need to be made to address areas of the roof that will likely further degrade and fail rapidly over the next few years. Addressing these conditions during the course of the contract work is efficient and cost effective as the contractor is already onsite and added mobilization costs are avoided. Please note that this request is contingent upon successful completion of the contract review procedure.

Funding is available for this change order from the project bond account

KP2203.4972. Thank you for considering this request for approval of the above referenced change order.

9/19/2022
Consent

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

6. Resolution 2022-916

Purchase and Installation of Vinyl Flooring & Carpeting @ the Engineering Dept CRS No. 3580

The Engineering Department is seeking approval of the attached proposal for the purchase and installation of vinyl flooring and carpeting in the Engineering Dept. Office. The attached proposal from GP Flooring Solutions is in the amount of $67,872.44 and this proposal reflects pricing under the New York State Contract# PC67834.

Funds for this purchase are available in account KP1847-4972.

May we please have your approval for this purchase and installation? This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

9/19/2022
Consent

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

7. Resolution 2022-917

Award of Bid - Smart Signal Implementation Phase 2 Northeast Signal, Inc.

On September 8, 2022, a single bid was received for the above referenced project. This project will install Miovision Equipment at the remaining thirty-one (31) Town-owned

signals whereby completing an entire network of smart signals. After review of the bid received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend the contract be awarded to Northeast Signal, Inc., 101 W. Main Street, Elbridge, NY, 13060 at their low base bid amount of $675,875.67.

Funding is available from the project bond accounts KP2010-4972, KP2107-4972, and KP2233-4972 according to the following allocations:

KP2010-4972: $320,932.00
KP2107-4972: $298,500.00
KP2233-4972: $ 56,443.67
Total: $675,875.67

Thank you for considering this request.

9/19/2022
Consent

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

8. Resolution 2022-918

WPCF Building #7 Vertical Turbine Pump #2 Rebuild - Change Order 2 CRS No. 3595

We are requesting the Town Board approve the above referenced Change Order No. 2, which calls for a rebuild of the Vertical Turbine Pump #1 electric motor. As the work involving the rehabilitation of Vertical Turbine Pump #2 (and motor) was proceeding in the pump station, similar conditions mechanical conditions were found with the electric motor driving pump VTP #1. The cost of this change order is $23,662.07.

May we have your approval to award to Corrosion Products and Equipment, Inc. the above referenced Change Order? Funding is available from account KP 2030-4972. This request is pending the successful completion of the contract review process. Thank you for considering this request.

RESULT:	**WITHDRAWN**

L. FINANCE:

M. HIGHWAY

1. Resolution 2022-919

Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the Erie County Contract with American Rock Salt Co, LLC for road salt materials and sand, BID # 222210-004 for the period 9/1/2022 to 8/31/2023 for 10,000 tons at $43.76 per ton.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS # 3567) and the approval of the Town Attorney.

9/19/2022
Consent

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

2. Resolution 2022-920

Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co LLC CRS# 3577

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the New York State Contract with American Rock Salt Co, LLC for road salt materials Bid Reference Group #018, Award #23175, Contract #PC68889 for the period 9/1/22 to 8/31/23 for 5,000 tons at $66.84 per ton.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS # 3577) and the approval of the Town Attorney.

9/19/2022
Consent

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

3. Resolution 2022-921

Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS #2211/3578

The Highway Department is requesting the Town Board authorize an agreement extension to piggyback the Erie County Contract #220173-002 for Maintenance/On-call services for Erie County Fuel Sites through the Pump Doctor, Inc. This contract will be valid from the date of execution by the Town of Amherst through August 31, 2024.

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#2211/3578) and the approval of the Town Attorney.

9/19/2022
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 2022-922

Working Crew Chief/Building Maintenance/Facilities

Please appoint a Working Crew Chief to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 20, 2022 at an hourly rate of $26.08, Step F for Robert Klumpp.

This is a promotion for an employee currently serving as Senior Maintenance Worker.

Replacing an employee who was recently promoted.

9/19/2022
Consent

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

2. Resolution 2022-923

Deputy Town Clerk/Town Clerk's Office

Please appoint Joanne Schultz to Deputy Town Clerk (Legal) effective September 20, 2022 at an annual salary of $118,613.81.

This is a lateral transfer from current Exempt title with no change in grade or salary.

9/19/2022
Consent

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

3. Resolution 2022-924

Communications Specialist/Economic Development Department

Please create and appoint a Communications Specialist to the Economic Development Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective September 20, 2022, at an annual salary of $91,283.56, Grade 2, Step H of the Exempt Non-Department Head Salary Schedule for Annette Herman.

This is a lateral transfer from current Exempt title with no change in grade or salary.

9/19/2022
Consent

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

4. Resolution 2022-925

Public Safety Dispatcher/Police Department

Please appoint a Temporary Public Safety Dispatcher to the Police Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective September 20, 2022, at an annual salary of $48,241, Grade 13, Step A for Corrine Yard.

This is a Temporary appointment due to a leave of absence.

Contingent upon completing all pre-employment requirements.

9/19/2022
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 2022-926

To Authorize the Supervisor to Extend the Agreement with the Legal Aid Bureau of Buffalo, Inc. (The Legal Aid Bureau) for Free Legal Services CRS #3563

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 allocation for The Legal Aid Bureau to manage increased legal assistance requests from Town residents due to pandemic related housing insecurity; and

WHEREAS, at the Town Board meeting of March 22, 2021, the contract was approved for the period April 1, 2020 through August 31, 2021. Due to the eviction moratorium being in effect until January 30, 2022, the Town Board at it's September 27, 2021 meeting approved a contract extension through September 30, 2022.

WHEREAS, the Legal Aid Bureau is still assisting Amherst clients, Community Development staff would like to extend the contract until March 31, 2023. 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 extend the contract with The Legal Aid Bureau until March 31, 2023. Adequate funds are available in the CDBG budget to cover the maximum $25,000.00 cost of the proposed contract.

9/19/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-0 (abstain, Bucki).

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

2. Resolution 2022-927

Authorization for the Supervisor to Sign and Submit the Application for Federal Assistance to Continue the Family Self Sufficiency Program (FSS)

WHEREAS, the Town of Amherst is the lead entity to the Erie County Public Housing Authority (PHA) Consortium; and

WHEREAS, the Erie County PHA Consortium provides a Family Self Sufficiency (FSS) Program as part of the Housing Choice Voucher Program funded by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Town contracts with Belmont Housing Resources for WNY to administer the day-to-day management of the PHA programming, including any grant writing required; and

WHEREAS, HUD requires an administrative directive requiring the Town, as the PHA lead, to directly submit the grant application and application for federal assistance for the FSS Program in Grants.gov; and

WHEREAS, Belmont has prepared the 2023 FSS grant application in the amount of $371,481 in Grants.gov for the Town to submit before October 7, 2022; now therefore

BE IT RESOLVED, that the Town Board of the Town of Amherst approves the FSS Action Plan and formally authorizes the Supervisor to sign and submit the Application for Federal Assistance for the 2023-24 Family Self Sufficiency Program for the Erie County Public Housing Authority Consortium in the Grants.gov system.

9/19/2022
Consent

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

3. Resolution 2022-928

Canal Corporation Grant Extension for Bike Path Improvements (CRS #3587)

WHEREAS, the Town Board desires to provide safe, accessible and well maintained trails for recreational use throughout Amherst; and

WHEREAS, under RES-2018-489 the Town Board authorized the Supervisor to receive funds from the Canal Corporation to reduce the Town's cost for these improvements; and

WHEREAS through this grant the Town of Amherst has been awarded $65,000 from the Canal Corporation; and

WHEREAS the contract ends December 31, 2022 and construction for this project is scheduled to take place next year in 2023;

NOW THEREFORE BE IT RESOLVED, that upon completion of the contract routing system, the Town of Amherst Supervisor, is hereby authorized to sign an extension of the contract (to December 31, 2023) with the State Canal Corporation to accept financial assistance in an amount not to exceed $65,000 for Town of Amherst Canalway Trail/Hopkins Road Trail Safety Enhancements and, if appropriate, a conservation easement/ preservation/public access covenant to the deed of the assisted property.

9/19/2022
Consent

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

4. Resolution 2022-929

Authorize the Supervisor to Sign a Contract Extension with Belmont Housing Resources for WNY, Inc. (Belmont) for the Administration of an Emergency Rental Assistance Program CRS #3571

WHEREAS, the Town has allocated funding from the initial special appropriation of the 2020 Coronavirus Aid, Relief, and Economic Security (CARES Act) to the Community Development Block Grant program (CDBG-CV) to create an emergency rental assistance program assisting Town and Village residents; and

WHEREAS, on May 17, 2021, the Town Board approved a contract with Belmont from April 1, 2020 through August 31, 2021 to administer the Town of Amherst Emergency Rental program due to limited Community Development staff. The total amount of the contract was not to exceed $34,000; and

WHEREAS, due to the eviction moratorium in New York State being extended until January 15, 2022, the Town Board approved an extension of the contract to September 30, 2022, at its Town Board meeting held on September 27, 2021; and

WHEREAS, there are still applicants that are being evicted due to pandemic hardships, Planning Department staff requests an extension to the contract for one final time through March 31, 2023; 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 extend the Emergency Rental Assistance Administration contract with Belmont attached hereto, for an amount not to exceed $34,000.00 for the period of April 1, 2020 through March 31, 2023.

9/19/2022
Consent

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

5. Resolution 2022-930

Authorize the Supervisor to Sign a Contract Extension with Belmont Housing Resources for WNY, Inc. (Belmont) for the Administration of a Mortgage Assistance Program CRS #3570

WHEREAS, the Town has allocated funding from the second special appropriation of the 2020 Community Development Block Grant program (CDBG-CV) Coronavirus Aid, Relief, and Economic Security (CARES Act) to create a mortgage assistance program assisting Town and Village residents; and

WHEREAS, on March 8, 2021, the Town Board approved the contract with Belmont for the time period of April 1, 2020 through August 31, 2021; and

WHERAS, on September 27, 2021, the Town Board approved the contract to be extended until September 30, 2022; and

WHEREAS, there are still a considerable number of foreclosures taking place in Amherst, Planning Department staff recommends that the contract be extended until March 31, 2023, 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 extend the contract for mortgage assistance administration with Belmont attached hereto, for an amount not to exceed $16,100.00 for the period of April 1, 2020 through March 31, 2023.

9/19/2022
Consent

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

6. Resolution 2022-931

To Authorize a Minor Amendment of the FY 2019 Annual Action Plan for Community Development

WHEREAS, the Town has adopted the FY 2019 Annual Action Plan on behalf of the Towns of Amherst, Cheektowaga and Tonawanda (ACT) HOME Consortium which dictate the expenditure of funds for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Funding; and

WHEREAS, the Town is seeking to amend the FY 2019 Action Plan to reallocate $30,000 in CDBG funds according to the following program/budget lines: and

Decrease/Remove:

CDBG Façade Program $30,000

Increase:

CDBG Housing Rehabilitation $30,000

WHEREAS, the reallocation allows the Town to complete rehabilitation work and meet HUD regulatory requirements to expend HUD funds in a timely manner; now therefore be it

RESOLVED, the Town of Amherst Town Board hereby authorizes the above minor amendment to the FY 2019 Annual Action Plan.

9/19/2022
Consent

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

7. Resolution 2022-932

Authorize the Supervisor to Sign the HUD 2022 Community Development Block Grant Contract (CDBG) CRS #3593

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Community Development Block Grant funds (CDBG) for Fiscal Year 2022 (April 1, 2022 to March 31, 2023) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2022 Annual Action Plan and budget, now, therefore, be it

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

9/19/2022
Consent

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

8. Resolution 2022-933

Authorize the Supervisor to Sign the 2022 Annual Action Plan-HOME Investment Partnership Program Contract (HOME) CRS #3594

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Home Investment Partnerships Program funds (HOME) for Fiscal Year 2022 (April 1, 2022 to March 31, 2023) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2022 Action Plan and budget, now, therefore, be it

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

9/19/2022
Consent

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

Q. POLICE:

1. Resolution 2022-934

Grant Agreement FY 2019 Homeland Security Grant Program (CRS#3573) New York State Division of Homeland Security and Emergency Services

TOWN BOARD AGENDA ITEM: SEPTEMBER 19, 2022

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Grant Agreement
FY 2019 Homeland Security Grant Program (CRS#3573)
New York State Division of Homeland Security and Emergency Services

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

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: September 19, 2022)**

9/19/2022
Consent

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

2. Resolution 2022-935

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility Erie County Bar Association Assigned Counsel Program (CRS#3574)

TOWN BOARD AGENDA ITEM: SEPTEMBER 19, 2022

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

RE: Memorandum of Understanding
Use of Amherst Police Department Community Policing and Training Facility
Erie County Bar Association Assigned Counsel Program (CRS#3574)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the Erie County Bar Association Assigned Counsel Program with regard to the above-entitled matter. This MOU has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 19, 2022)**

9/19/2022
Consent

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

3. Resolution 2022-936

Request for Additional Funds 2022 Asset Forfeiture Trust Account

Town Board Agenda Item: September 19, 2022

TO: **Town Board**

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

RE: **Request for Additional Funds**
2022 Asset Forfeiture Trust Account

Kindly adopt a resolution authorizing the approval to spend up to an additional $20,000.00 from T2917 Asset Forfeiture Trust Account. This account is federally regulated by instituted guidelines regarding the expenditure of funds.

Thank you.

SPC: msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 19, 2022)**

9/19/2022
Consent

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

4. Resolution 2022-937

Travel & Training Request 2022 Animal Control Conference

TOWN BOARD AGENDA ITEM : SEPTEMBER 19, 2022

TO: **Town Board**

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

RE: **Travel & Training Request**
2022 Animal Control Conference

Kindly adopt a Resolution authorizing one (1) Animal Control Officer to attend the above entitled training course. This seminar was held in Fairport, New York on September 13, 2022 and September 14, 2022. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $220.20.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 19, 2022)**

9/19/2022
Consent

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

R. SENIOR SERVICES:

1. Resolution 2022-938

Approval to Throw Out Awning

We respectfully request Town Board permission to authorize the Supervisor to give consent to allow Kohler Awning to discard (throw out) the Senior Center awning that is in storage. The awning is not repairable & unsafe for use in its current condition.

9/19/2022
Consent

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

S. YOUTH AND RECREATION:

1. Resolution 2022-939

Child Day Care Services Agreement - CRS #3568

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Erie County Department of Social Services for child day care services from 1 September 2022 to 31 August 2023.

9/19/2022
Consent

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

2. Resolution 2022-940

Emergency Purchase Authorization - Trane R 22

Authorize the emergency purchase of R22 refrigerant from Trane Supply to address a freezing issue on the Feature Rink at the Northtown Center.

9/19/2022
Consent

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

3. Resolution 2022-941

Performance Agreement (Colton) - CRS #3589

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Glenn Colton for a performance on October 1, 2022 at the Department's Harvest Fest, pending successful completion of the contract routing process.

9/19/2022
Consent

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

4. Resolution 2022-942

Evaluation Services - CRS #3590

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Catalyst Research LLC for evaluation services, pending successful completion of the contract routing process.

9/19/2022
Consent

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

5. Resolution 2022-943

Lease Agreement (O'Connell & Co) CRS #3591

Authorize the Supervisor to sign a lease agreement between the Town of Amherst and O'Connell & Company Productions, Inc. for space at 4110 Bailey Avenue, Amherst, NY 14226, pending successful completion of the contract routing process.

9/19/2022
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2022-101

Request a Public Hearing for the FY 2023 Annual Action Plan on October 17, 2022

The FY 2023 program year for the Town's Community Development Programming will begin on April 1, 2023. This funding cycle includes both the Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant applications to the U.S. Department of Housing & Urban Development (HUD). The Annual Action Plan is a listing of projects to be funded in the 2023 applications.

As part of the process of developing the Action Plan, the Town is required to hold a public hearing prior to the assembly of a draft budget to advise residents of the availability of funds, outline how funds are currently being used and obtain suggestions for programming. Staff requests that this hearing be held at the Town Board meeting of October 17, 2022. A second public hearing must be held in January 2023, after draft documents have been prepared. The final documents must be submitted to HUD by February 15, 2023. A proposed schedule for the application process is attached for your reference.

Please set a public hearing date of October 17, 2022 for soliciting input on housing and community development needs in the Town. Thank you for your assistance with this matter.

9/19/2022
Consent

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

2. Communication 2022-102

CIP Project - Pedestrian Beacon Installations - Resident Communication

Resident communication regarding pedestrian beacon installations at various locations.

9/19/2022
Referred to Town Attorney, Highway, Planning, Engineering and Traffic & Safety.

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

3. Communication 2022-103

Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.

9/19/2022
Referred to Town Attorney.

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2022-944

PIP 3106 - Muir Woods Phase 4 - Paving & Curbing

Attached please find an application for a Pavement and Curbs Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $32,150.00.

We are sending one (1) check to the Town Comptroller's Office, $150.00 to be retained as a Permit Fee to the Town Clerks office and $32,000.00 which will be held in escrow to cover the inspection cost.

At this time we are asking for your approval of the application for PIP No. 3106.

9/19/2022
Consent

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

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 3 unlisted items. The motion was seconded by Councilmember Bucki and unanimously approved 5-0. Suspension of Rules was opened at 7:21 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Suspension of Rules was closed at 7:23 PM.

1. Resolution 2022-945

Amended Customer Project Commitment (CPC) for the Street Light Purchase and Upgrade; Supervisor to Sign the Amended NYPA CPC

Suspension to Town Board Agenda Item September 19, 2022

TO: **Town Board**

FROM: **Jacqualine Berger, Deputy Town Supervisor**

DATE: **September 19, 2022**

RE: **Amended Customer Project Commitment (CPC) for the Street Light Purchase and Upgrade; Supervisor to sign the Amended NYPA CPC**
Town of Amherst Job No. 2016.054
CRS ID# XXXX

By Resolution 2022-287, the Town of Amherst authorized the Town Supervisor sign a Customer Project Commitment (CPC) with the New York Power Authority (NYPA) for the procurement of streetlight luminaires for the Street Light Purchase and Upgrade project. Since this approval, the project has advanced to a construction phase and the CPC must be amended to reflect the conversion of approximately 9,666 HID streetlights to LED. Work includes allowances for separation work, maintenance, facility upgrades, contingency, utility asset purchase, installation, integration, disposal costs, and conversion reporting.

Would you please authorize the Supervisor to sign the attached amended Customer

Project Commitment? This commitment specifies an amended project scope and financing between the Town and NYPA.

The project is financed through a combination of a NYPA Smart City Grant and General Fund and Streetlight District bonds, as previously authorized by Resolutions 2022-089 and 2022-121 respectively. The accounts to be charged are KP 2201 and KP 2202. This request is pending successful completion of the contract review process. Thank you for considering this request.

9/19/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

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

2. Resolution 2022-946

Request for Town Board Public Hearing – Proposed Boulevard Central District Urban Renewal Plan

Suspension to Town Board Agenda Item September 19, 2022

TO: **Town Board**

FROM: **Jacqualine Berger, Deputy Town Supervisor**

DATE: **September 19, 2022**

RE: **Request For Town Board Public Hearing - Proposed Boulevard Central District Urban Renewal Plan**

The Planning Department is requesting the Town Board schedule a public hearing on the proposed Boulevard Central District Urban Renewal Plan at its meeting for October 17, 2022.

9/19/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

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

3. Resolution 2022-947

UB Request for Bike Path Closure

Suspension to Town Board Agenda Item September 19, 2022

TO: **Town Board**

FROM: **Jacqualine Berger, Deputy Town Supervisor**

DATE: **September 19, 2022**

RE: **UB Request for Bike Path Closure**

WHEREAS, the University at Buffalo's Student Association like to request permission to close a section of the Ellicott Creek Trail as described in the attached letter.

NOW THEREFORE BE IT RESOLVED, the Town Board grants permission to the University at Buffalo's Student Association to close the Ellicott Creek Trail as described in the attached letter; and

BE IT FURTHER RESOLVED that the Amherst Town Board authorizes the University at Buffalo's Student Association have ample time to prepare safely and clean up after the closure.

9/19/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

3 minutes.

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. Public Expression was opened at 7:23 PM.

There were no 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 7:23 PM.

XIX. 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 September 19, 2022 was adjourned at 7:23 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26410 **RESOLUTION 2022-896** **ADJOURNED**

Local Law Amending Chapter 175, Taxation

Public Hearing with respect to a Local Law Amending Chapter 175, Taxation, adding Article XII, Agricultural Districts, Exemptions.

9/19/2022
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 7:11 PM.

There were no speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing until the October 3rd Town Board meeting, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was adjourned at 7:12 PM.

10/3/2022
A motion to adjourn the hearing until the October 17th Town Board meeting was made by Supervisor Kulpa, seconded by Councilmember Szukala and unanimoulsy approved 4-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 10/3/2022 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Deputy 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: 09/19/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26449 **RESOLUTION 2022-897** **HEARING CLOSED**

HOME Investment Partnerships Program - American Rescue Plan Appropriation

Public Hearing on the Allocation Plan for the HOME Investment Partnerships Program-American Rescue Plan Appropriation.

9/19/2022
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 6:59 PM.

Laurie Stillwell, Community Development Director, presented.

There were no speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Deputy Supervisor Berger and unanimously approved 5-0. The public hearing was closed at 7:11 PM.

RESULT:	**HEARING CLOSED**

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Councilmembers
Initiated by: **Deborah Bruch Bucki**
Co-Sponsored by:

DOC ID: 26425 **RESOLUTION 2022-898** **ADOPTED**

Appointment to Amherst Committee on Disabilities

BE IT RESOLVED that the Amherst Town Board appoints Thomas Roetzer to the Amherst Committee on Disabilities for a term to conclude December 31, 2023.

9/19/2022
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: 09/19/22 07:00 PM
Department: Councilmembers
Initiated by: **Michael Szukala**
Co-Sponsored by:

DOC ID: 26433 **RESOLUTION 2022-899** **ADOPTED**

Set Public Hearing Date - Park Club Lane & Briar Row All-Way Stop Intersection

Please schedule a public hearing on October 17, 2022 to change the intersection of Park Club Lane and Briar Row into an all-way stop intersection in accordance to the recommendations made in the Park Club Lane Traffic Calming Report.

"The intersection of Park Club Lane and Briar Row is hereby designated as an all-way stop intersection with stop signs placed on every roadway approach of the intersection."

9/19/2022
Consent

FINANCIAL IMPACT:

Signage: $500.00

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



ZONE 1

CONCEPT 3 – PARK CLUB LANE AND BRIAR ROW (ALL-WAY STOP CONTROL)

10 0 10 20 40
SCALE (FEET)

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.

PARK CLUB LANE
TRAFFIC CALMING
STUDY

MARK	DATE	DESCRIPTION
1	3/11/2022	TRAFFIC CALMING STUDY

ISSUE:	
PIN:	
DESIGNER PROJECT NO:	21-3216
CAD DWG FILE:	C-101.DWG
DRAWN BY:	MJZ
CHECKED BY:	KR
SCALE:	AS NOTED
COPYRIGHT:	

SHEET TITLE

PLAN
PARK CLUB LANE
ALL-WAY STIOP

DRAWING# **CP104**

SHEET# 4 OF 7

12.E.1.a

Attachment: PH Park Club Briar Attachment 20220919 (RES-2022-899 : Set Public Hearing Date - Park Club Lane & Briar Row All-Way Stop

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26424 **RESOLUTION 2022-900** **ROLL CALL VOTE (ADOPTED)**

Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000)

AGENDA ITEM : SEPTEMBER 19TH, 2022

TO: **Town Board**

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

DATE: **September 14, 2022**

RE: **Mathewson/McCarthy Ballfield Lighting Improvements**
2022-2027 C.I.P. - Project No. YR-17A
Amended Bond Resolution - $125,000

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

(1) Adopt the SEQR determination by authorizing the Supervisor to execute the attached Negative Declaration for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $125,000 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
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, Agenda Item - September 19, 2022)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Brian J. Armstrong, Assistant Municipal Engineer *(w/attachment)*

9/19/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Councilmember Lavin and unanimously approved 5-0. 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:

Amended Bond Resolution - $125,000

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM February10, 2022

TO: Brian J. Armstrong, EIT, Assistant Municipal Engineer
Engineering Department

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

RE: SEQR Determination – Mathewson/McCarthy Ballfield
Lighting Improvements 2022-2027 C.I.P Project YR-17A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be an Unlisted action under the provisions of SEQR according to Part 617.6(a). A Negative Declaration is required to be issued by the Town Board prior to taking an affirmative vote on the bond for this project. Attached is a draft Negative Declaration for the Town Board's review and consideration.

Please contact our office if you have any questions.

DU/du
X:\Special_Projects\SEQR_Engineering & Other TOA\Type_I_Unlisted__Other_Actions (PJ-2015-001A)\Neg Dec_ matthew _mcarthy imporvements.docx
cc: Jeffrey Burroughs, PE, Town Engineer
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: SEQR YR-17A (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

Attachment: SEQR YR-17A (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Mathewson/McCarthy
Ballfield Lighting
Improvements
2022 - 2027 C.I.P.
Project YR-17A

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: Mathewson/McCarthy Ballfield Lighting Improvements

SEQR Status: Unlisted action

Description of Action:

The project includes the replacement of 4 existing recreational field light poles/luminaires and the installation of 6 new field light poles/luminaires at an existing Town owned baseball recreational facility.

Location: 1995 Wehrle Drive
Town of Amherst, Erie County, New York

Petitioner: Amherst Engineering Department

Attachment: SEQR YR-17A (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan and Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed project 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 project area is developed as a recreational field.

2. The project will not result in the removal or destruction of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. All disturbances will occur within developed recreation field areas.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan or the regulations of the Town Zoning Ordinance. The project is consistent with Section 9.0 Community Facilities and Services in the Comprehensive Plan which promotes an ongoing system to identify and prioritize community facility and service needs throughout the Town.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, however the project will occur within previously disturbed areas. The action will not impair the character or quality of important cultural resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The improvements will be consistent in character of the existing for recreational field complex.

6. The proposed project will cause a change in the use of electrical energy, as the project is adding 6 additional field lights.

7. The proposed project will not create any hazard to human health.

8. The proposed project will not cause a change in land use.

9. The project will not increase the number of people using this site over its current level of use as a recreational facility.

10. The project will not create a material demand for other actions resulting in a negative impact or consequence.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

cc: Amherst Engineering Department
Amherst Building Department
ECDEP

Attachment: SEQR YR-17A (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

September 19, 2022

* * *

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 September 19, 2022.

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-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED SEPTEMBER 19, 2022, AUTHORIZING ADDITIONAL FINANCING FOR IMPROVEMENTS TO THE MATHEWSON/MCCARTHY BALLFIELD LIGHTING, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $650,000, APPROPRIATING $125,000 FOR SUCH PURPOSE IN ADDITION TO THE $525,000 PREVIOUSLY APPROPRIATED THEREFOR, AND AUTHORIZING THE ISSUANCE OF $125,000 BONDS IN THE PRINCIPAL AMOUNT TO FINANCE SAID ADDITIONAL 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 finance improvements to the Mathewson/McCarthy Ballfield Lighting, including demolition and replacement of existing poles and lights on Field 4 and new lights on Field 1, as described in the map, plan and report dated February 2022 and revised in September 2022, prepared by the Town Engineering Department (2022-2027 Capital Improvement Program Project YR-17A). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $650,000 and $125,000 is hereby appropriated therefor, in addition to the $525,000 previously appropriated pursuant to bond resolution no. 2022-201 adopted by the Town Board on February 28, 2022 (the "Previously Appropriated Funds"). The plan of financing includes the expenditure of the Previously Appropriated Funds and the issuance of bonds in the principal amount of $125,000 and any bond anticipation notes issued in anticipation of the sale of said bonds to finance said additional 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.

Attachment: CertBondReso (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

Section 2. Bonds of the Town in the principal amount of $125,000 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.

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 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) 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

Attachment: CertBondReso (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

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.

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

Attachment: CertBondReso (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

(c) such obligations are authorized in violation of the provisions of the constitution.

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-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

Attachment: CertBondReso (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on September 19, 2022, 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 SEPTEMBER 19, 2022, AUTHORIZING ADDITIONAL FINANCING FOR IMPROVEMENTS TO THE MATHEWSON/MCCARTHY BALLFIELD LIGHTING, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS $650,000, APPROPRIATING $125,000 FOR SUCH PURPOSE IN ADDITION TO THE $525,000 PREVIOUSLY APPROPRIATED THEREFOR, AND AUTHORIZING THE ISSUANCE OF $125,000 BONDS IN THE PRINCIPAL AMOUNT TO FINANCE SAID ADDITIONAL APPROPRIATION."

an abstract of which bond resolution concisely stating the purpose and effect thereof, being as follows:

FIRST: AUTHORIZING said Town is authorized to finance improvements to the Mathewson/McCarthy Ballfield Lighting, including demolition and replacement of existing poles and lights on Field 4 and new lights on Field 1, as described in the map, plan and report dated February 2022 and revised in September 2022, prepared by the Town Engineering Department (2022-2027 Capital Improvement Program Project YR-17A); STATING the estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $650,000 and $125,000 is hereby appropriated therefor, in addition to the $525,000 previously appropriated pursuant to bond resolution no. 2022-201 adopted by the Town Board on February 28, 2022 (the "Previously Appropriated Funds"); APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the expenditure of the Previously Appropriated Funds and the issuance of bonds in the principal amount of $125,000 and any bond anticipation notes issued in anticipation of the sale of said bonds to finance said additional 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 $125,000 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

SIXTH: DETERMINING that the bond resolution is subject to a permissive referendum.

DATED: September 19, 2022

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-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

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-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

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 September 19, 2022, 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 September, 2022.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

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 _____, 2022, 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 September 19, 2022, 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 September, 2022.

_____
Notary Public, State of New York

Attachment: CertBondReso (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting Improvements (Amended Bond Resolution - $125,000))

Attachment: MPR YR-17A Mathewson McCarthy Ballfield Lighting - Rev Sept 2022 (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting

Town of Amherst
Youth & Recreation Department

Mathewson/McCarthy Ballfield Lighting Improvements

2022 - 2027 C.I.P. Project YR-17A

Map, Plan & Report

Revised September 2022

CONTENTS:

- Approved 2022 - 2027 CIP Project YR-17A
- Existing Conditions / Proposed Scope of Improvements
- Financial / Taxation Summary
- Ballfield Lighting Draft Engineered Designs
- SEQR Determination – Unlisted Action

Prepared by
Town of Amherst Engineering Department
1100 North Forest Rd.
Williamsville, NY 14221
(716) 631-7154

TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT
Mathewson/McCarthy Ballfield Lighting Improvements

Summary of Approved 2022 – 2027 Capital Improvement Program (10-25-21)

Youth & Recreation (cont'd) — *Recommended Schedule (X $1,000)*

Project ID	Project Title/Description	2022	2023	2024	2025	2026	2027	Total Cost
YR-16A	**Northwest Amherst Community Center:** Outdoor improvements and indoor fixtures for a new community center in the Northwest quadrant of Town, in cooperation with the Sweet Home Central School District. *(2017)*	300 LA	100 LA					$400,000
YR-17A	**Mathewson/McCarthy Ballfield Lighting:** New ballfield lighting at Mathewson/McCarthy including demolition & replacement of existing poles & lights on Field 4 and new lights on Field 1. *(2022)*	~~525 LA~~ 650 LA						Amended to $650,000 on 9/19/22
YR-18A	**Recreation Facilities Improvements – Phase 2:** Provide additional funds for improvements at the North Amherst Recreation Center and Mathewson/ McCarthy fieldhouses. *(2018)*	460 LA						$460,000
YR-19A	**Audubon Golf Course:** Irrigation and site improvements at the Audubon Golf Course. *(2022)*	500 LA	500 LA					$1,000,000
	NEIGHBORHOOD / COMMUNITY PARKS							
YR-1B	**Amherst Gateway Park:** Convert 0.58 acres at the intersection of Kenmore Avenue and Niagara Falls Boulevard from a former gas station to a proposed park with parking areas. *(2021)*	100 LA	300 LA					$400,000
YR-2B	**Audubon Library Park:** Creating a park as part of the library expansion project to include a pavilion, pour in place playground, fitness trail, park amenities, plantings & structure for shade, seating areas and trails. *(2021)*	250 X		300 LA 400 F/S				$950,000
YR-3B	**Billy Wilson Park Parking Lot Expansion:** Adding additional parking to the north and east of the existing parking lot to increase the total number of spaces to approximately 94. *(2020)*	168 LA						$168,000

Key:

Funding Source
T – Tax
L – Bond
S – Surplus
E - Encumbered
I/M – I&I or Mitigation Funds
RF – Recreation Fund
OF – Open Space Fund
F/S – Federal or State Aid
X – Private Source

Funding Account
A – General Account
B – Part Town
C – Community Environment
D – Highway
F – Lighting
G – Sanitary Sewer District
H – Storm Drainage District
I – Water District
W – Water Pollution Control Facility
– Special District Number
NS – None Submitted

Attachment: MPR YR-17A Mathewson McCarthy Ballfield Lighting - Rev Sept 2022 (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting

TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT
Mathewson/McCarthy Ballfield Lighting Improvements

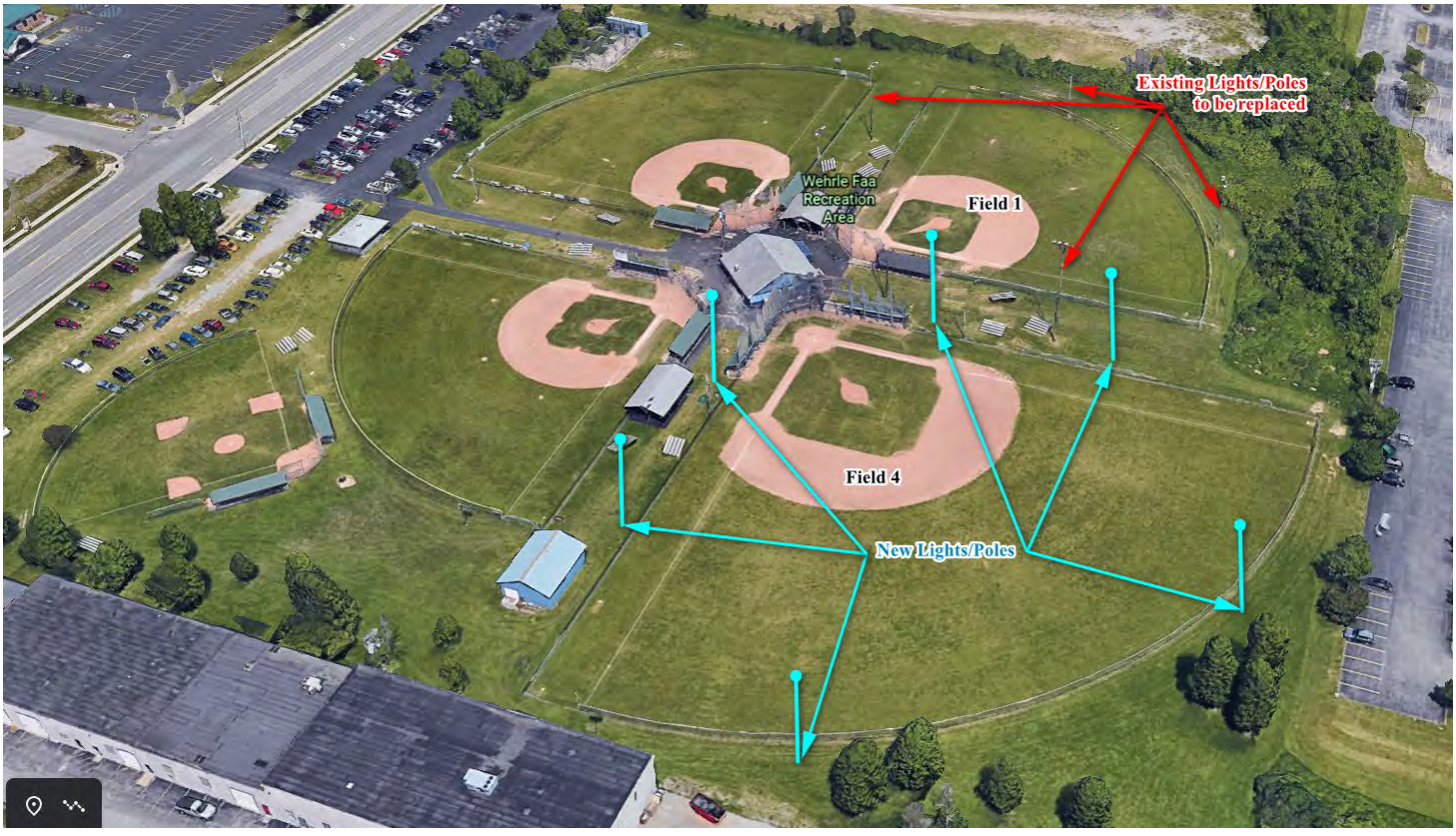
Attachment: MPR YR-17A Mathewson McCarthy Ballfield Lighting - Rev Sept 2022 (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting

EXISTING CONDITIONS / PROPOSED SCOPE:

Mathewson / McCarthy Baseball Facility Ballfield Lighting Improvements

This facility is located at 1995 Wehrle Drive and is made up of 5 baseball fields of various little league sizes and is owned by the Town. The facility includes a dedicated asphalt parking lot, associated asphalt walkways, dugouts, storage sheds, and a concession / clubhouse building. During the course of the last few seasons, the existing lighting system has exhibited a number of outages as the system has become unreliable and also no longer provides lighting levels that meet the current standards for the various little league regulatory agencies that are affiliated with the user groups of this facility.

As such and in an effort to enhance the reliability, safety and user experience for the families and participants at this facility, new ballfield lighting will be installed on Fields 1 and 4. The lighting system of four (4) light poles and lighting fixtures currently installed surrounding Field 4 will be removed and replaced with several new poles and light fixtures as per a lighting analysis that will be generated similar to the draft engineered designs shown within this report. Upon design, new poles and light fixtures will also be installed surrounding Field 1. This new lighting system for both fields shall also include full electric service installations as well as new control systems being located within the new fieldhouse that is anticipated to also be constructed within 2022 under a separate project. The designed and installed lighting system to be installed for these fields shall be configured so as to provide lighting levels of 50 foot-candles minimum within the infield areas and 30 foot-candles minimum within the outfield areas. These lighting levels will then bring these fields into compliance with the current recognized standards as per American Legion, ASA, Cal Ripken and Babe Ruth, High School, Little League, USSSA and others.



TOWN OF AMHERST YOUTH & RECREATION DEPARTMENT
Mathewson/McCarthy Ballfield Lighting Improvements

The ballfield lighting project described above will be designed and constructed during 2022 and 2023. The above project will be bonded against the Town of Amherst General Fund at a *total project cost* of $650,000.00, financed entirely with serial bonds. The above project is characterized as a replacement-in-kind project by removing and replacing existing light poles and also adding additional poles. The scope of this project will have a minimum life cycle that will exceed 15 years.

Please note that a General Fund bond authorization in the amount of $525,000 was previously authorized by the Town Board on February 28, 2022. Additional funding of $125,000 is necessary to complete the project due to increases in material and construction costs.

FINANCIAL SUMMARY:

	Original Bond Resolution	Revised Bond Resolution
Estimated Construction Costs	$497,250	$623,000
Professional Services	$25,000	$23,750
Legal / Administrative	$2,750	$3,250
Total Amount to be Bonded	**$ 525,000**	**$ 650,000**

TAXATION SUMMARY:

Total Bond Amount:	$ 650,000
Bond Term:	15 Years
Annual Tax Impacts:	$0.0055 per $1,000 AV (General Fund)
Typical Property Taxation Impact:	$1.0924 per $200,000 property

Attachment: MPR YR-17A Mathewson McCarthy Ballfield Lighting - Rev Sept 2022 (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting

Attachment: MPR YR-17A Mathewson McCarthy Ballfield Lighting - Rev Sept 2022 (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting

Ballfield Lighting Draft Engineered Designs

Mathewson McCarthy Baseball Field 1

Williamsville, NY

Lighting System

Pole / Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	60'	60'	3	TLC-LED-1200	3.51 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
B1-B2	70'	70'	5	TLC-LED-1500	7.15 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
4			***20***		***23.62 kW***	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Softball	23.62 kW	20

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	136,000	>81,000	>81,000	>81,000	6
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>81,000	>81,000	>81,000	4
TLC-LED-1500	LED 5700K - 75 CRI	1430W	160,000	>81,000	>81,000	>81,000	10

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Softball Spill	Horizontal Illuminance	0.03	0	0.10	8117.96		A	20
Softball Spill	Max Candela Metric	2631	12.5	6254	501.03	210.82	A	20
Softball Spill	Max Vertical Illuminance Metric	0.08	0	0.29	3315.38		A	20
Softball (Infield)	Horizontal Illuminance	55.6	41	72	1.77	1.36	A	20
Softball (Outfield)	Horizontal Illuminance	32.9	20	42	2.12	1.64	A	20

MMB Field 1

Williamsville, NY

From Hometown to Professional









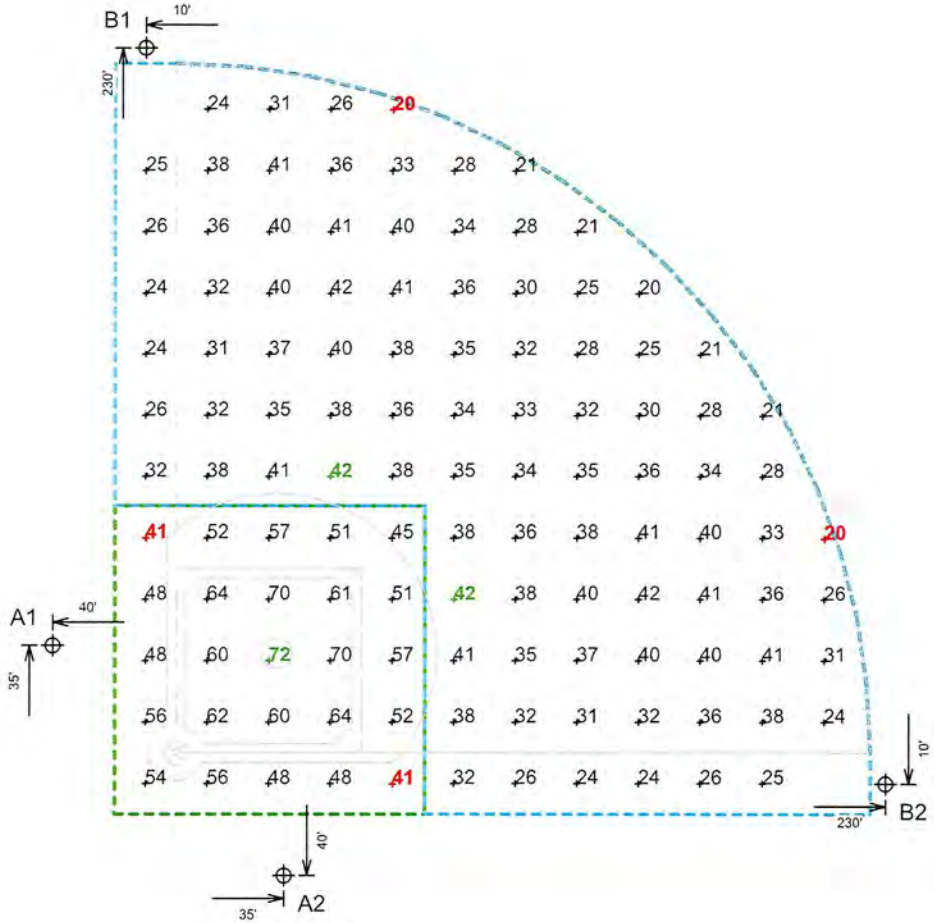
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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1200	3	3	0
2	B1-B2	70'	-	15.5'	TLC-BT-575	1	1	0
				70'	TLC-LED-1500	5	5	0
4	TOTALS					20	20	0



SCALE IN FEET 1 : 60

0' 60' 120'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

ENGINEERED DESIGN By: • File #SB53-222222-1215-4P_C • 12-Aug-19

MMB Field 1

Williamsville, NY

GRID SUMMARY

Name:	**Softball**
Size:	225'/225'/225' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	**50**	**30**
Scan Average:	55.61	32.89
Maximum:	72	42
Minimum:	41	20
Avg / Min:	1.37	1.67
Guaranteed Max / Min:	**2**	**2.5**
Max / Min:	1.77	2.12
UG (adjacent pts):	1.33	1.66
CU:	0.71	
No. of Points:	25	94

LUMINAIRE INFORMATION

Color / CRI:	5700K - 75 CRI
Luminaire Output:	136,000 / 52,000 / 160,000 lumens
No. of Luminaires:	**20**
Total Load:	23.62 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1200	>81,000	>81,000	>81,000
TLC-BT-575	>81,000	>81,000	>81,000
TLC-LED-1500	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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Mathewson McCarthy Baseball Field 4

Williamsville, NY

Lighting System

Pole / Fixture Summary

Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	70'	70'	4	TLC-LED-1200	4.92 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
B1-B2	80'	80'	6	TLC-LED-1500	9.00 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
C1-C2	70'	70'	4	TLC-LED-1500	6.00 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
6			***36***		***44.44 kW***	

Circuit Summary

Circuit	Description	Load	Fixture Qty
A	Baseball	44.44 kW	36

Fixture Type Summary

Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1500	LED 5700K - 75 CRI	1500W	156,100	>81,000	>81,000	>81,000	20
TLC-LED-1200	LED 5700K - 75 CRI	1230W	132,300	>81,000	>81,000	>81,000	8
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>81,000	>81,000	>81,000	8

Light Level Summary

Calculation Grid Summary

Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
150' Spill	Horizontal Illuminance	0.05	0	0.11	33.95	16.10	A	36
150' Spill	Max Candela (by Fixture)	3532	431	6153	14.29	8.20	A	36
150' Spill	Max Vertical Illuminance Metric	0.12	0.01	0.26	20.22	9.39	A	36
Baseball (Infield)	Horizontal Illuminance	50.9	38.4	63.6	1.66	1.33	A	36
Baseball (Outfield)	Horizontal Illuminance	34.5	21.2	51.8	2.45	1.63	A	36

MMB Field 4

Williamsville, NY

From Hometown to Professional









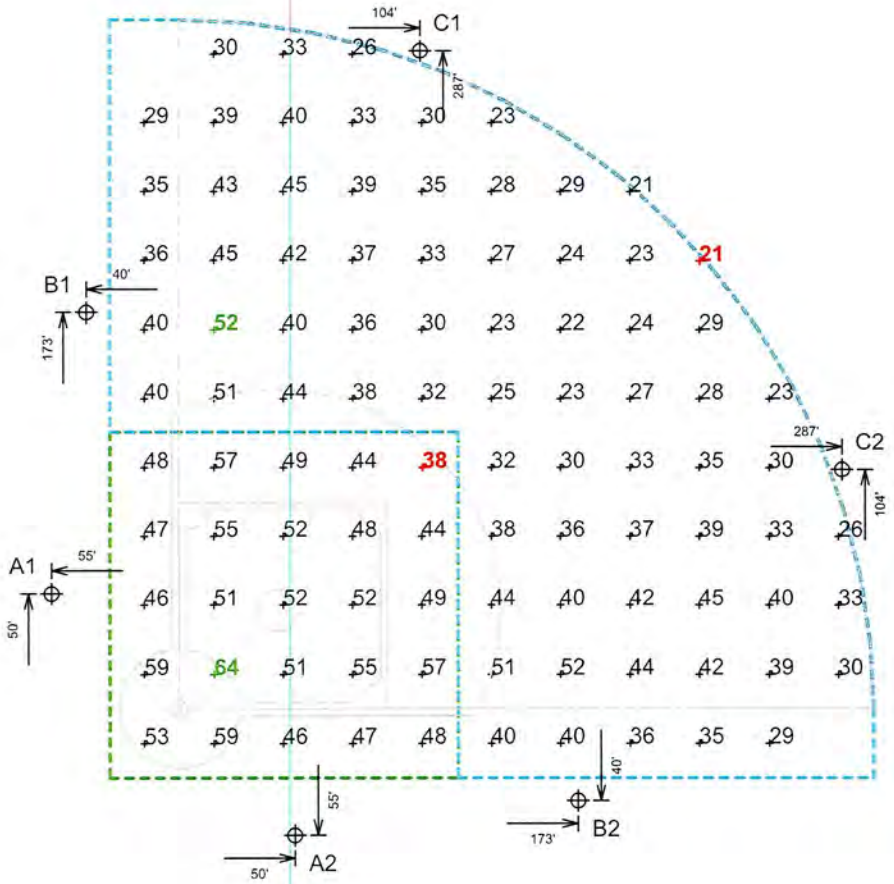
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EQUIPMENT LIST FOR AREAS SHOWN

Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	70'	-	15.5' 70'	TLC-BT-575 TLC-LED-1200	1 4	1 4	0 0
2	B1-B2	80'	-	15.5' 80'	TLC-BT-575 TLC-LED-1500	1 6	1 6	0 0
2	C1-C2	70'	-	15.5' 70'	TLC-BT-575 TLC-LED-1500	2 4	2 4	0 0
6	TOTALS					36	36	0



SCALE IN FEET 1 : 80

0' 80' 160'

Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

MMB Field 4

Williamsville, NY

GRID SUMMARY

Name:	**Baseball**
Size:	300'/300'/300' - basepath 90'
Spacing:	30.0' x 30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY

MAINTAINED HORIZONTAL FOOTCANDLES

	Infield	Outfield
Guaranteed Average:	**50**	**30**
Scan Average:	50.88	34.50
Maximum:	63.6	51.8
Minimum:	38.4	21.2
Avg / Min:	1.32	1.63
Guaranteed Max / Min:	**2**	**2.5**
Max / Min:	1.66	2.45
UG (adjacent pts):	1.27	1.37
CU:	0.74	
No. of Points:	25	73

LUMINAIRE INFORMATION

Color / CRI:	5700K - 75 CRI
Luminaire Output:	156,100 / 132,300 / 52,000 lumens
No. of Luminaires:	**36**
Total Load:	44.44 kW

Lumen Maintenance

Luminaire Type	L90 hrs	L80 hrs	L70 hrs
TLC-LED-1500	>81,000	>81,000	>81,000
TLC-LED-1200	>81,000	>81,000	>81,000
TLC-BT-575	>81,000	>81,000	>81,000

Reported per TM-21-11. See luminaire datasheet for details.

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the **"Musco Control System Summary"** for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

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ENGINEERED DESIGN By: • File #BB53-303030-1215-6P_C • 31-Jul-19

Packet Pg. 71

13.A.1.c

Attachment: MPR YR-17A Mathewson McCarthy Ballfield Lighting - Rev Sept 2022 (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM February10, 2022

TO: Brian J. Armstrong, EIT, Assistant Municipal Engineer
Engineering Department

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

RE: SEQR Determination – Mathewson/McCarthy Ballfield
Lighting Improvements 2022-2027 C.I.P Project YR-17A

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be an Unlisted action under the provisions of SEQR according to Part 617.6(a). A Negative Declaration is required to be issued by the Town Board prior to taking an affirmative vote on the bond for this project. Attached is a draft Negative Declaration for the Town Board's review and consideration.

Please contact our office if you have any questions.

DU/du
X:\Special_Projects\SEQR_Engineering & Other TOA\Type_I_Unlisted__Other_Actions (PJ-2015-001A)\Neg Dec_ matthew _mcarthy imporvements.docx
cc: Jeffrey Burroughs, PE, Town Engineer
Stanley J. Sliwa, Esq., Town Attorney
Daryl Bramer, Comptroller
Daniel Howard, Planning Director

Attachment: MPR YR-17A Mathewson McCarthy Ballfield Lighting - Rev Sept 2022 (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting

Attachment: MPR YR-17A Mathewson McCarthy Ballfield Lighting - Rev Sept 2022 (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: Mathewson/McCarthy
Ballfield Lighting
Improvements
2022 - 2027 C.I.P.
Project YR-17A

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: Mathewson/McCarthy Ballfield Lighting Improvements

SEQR Status: Unlisted action

Description of Action:

The project includes the replacement of 4 existing recreational field light poles/luminaires and the installation of 6 new field light poles/luminaires at an existing Town owned baseball recreational facility.

Location: 1995 Wehrle Drive
Town of Amherst, Erie County, New York

Petitioner: Amherst Engineering Department

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan and Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7, all indications are that the proposed project 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 project area is developed as a recreational field.

2. The project will not result in the removal or destruction of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. All disturbances will occur within developed recreation field areas.

3. The project is not expected to create any material conflict with the Town Comprehensive Plan or the regulations of the Town Zoning Ordinance. The project is consistent with Section 9.0 Community Facilities and Services in the Comprehensive Plan which promotes an ongoing system to identify and prioritize community facility and service needs throughout the Town.

4. The project is within an area identified by the State as potentially containing significant cultural or archeological resources, however the project will occur within previously disturbed areas. The action will not impair the character or quality of important cultural resources.

5. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The improvements will be consistent in character of the existing for recreational field complex.

6. The proposed project will cause a change in the use of electrical energy, as the project is adding 6 additional field lights.

7. The proposed project will not create any hazard to human health.

8. The proposed project will not cause a change in land use.

9. The project will not increase the number of people using this site over its current level of use as a recreational facility.

Attachment: MPR YR-17A Mathewson McCarthy Ballfield Lighting - Rev Sept 2022 (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting

10. The project will not create a material demand for other actions resulting in a negative impact or consequence.

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

cc: Amherst Engineering Department
Amherst Building Department
ECDEP

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_I_Unlisted__Other_Actions (PJ-2015-001A)\Neg Dec_ matthew _mcarthy imporvements.docx

Attachment: MPR YR-17A Mathewson McCarthy Ballfield Lighting - Rev Sept 2022 (RES-2022-900 : Mathewson/McCarthy Ballfield Lighting

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26423 **RESOLUTION 2022-901** **ROLL CALL VOTE (ADOPTED)**

Comprehensive Planning Projects (Bond Resolution - $400,000)

AGENDA ITEM : SEPTEMBER 19TH, 2022

TO: **Town Board**

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

DATE: **September 14, 2022**

RE: **Comprehensive Planning Projects**
2022-2027 C.I.P. - Project No. P-1
Bond Resolution - $400,000

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

(1) Adopt the SEQR determination by authorizing the Supervisor to execute the attached Negative Declaration for the above project as determined by the Town of Amherst Planning Department; and

(2) Adopt the attached bond resolution authorizing the issuance of $400,000 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
Attachments
c: Tim Koller, Deputy Town Clerk *(w/attachment*, Agenda Item - September 19, 2022)
Daryl C. Bramer, Comptroller *(w/attachment)*
Lynda Juul, Director of Finance *(w/attachment)*
Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachment)*
Dan Howard, Director of Planning *(w/attachment)*
Kimberly Amplement, Planner *(w/attachment)*

9/19/2022
A motion to adopt the SEQR determination was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and unanimously approved 5-0. 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 - $400,000

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

Amherst

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

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

MEMORANDUM August 29, 2022

Town Board Agenda September 19, 2022

TO: Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Draft SEQR Negative Declaration –
Townwide Comprehensive Planning Projects

The Planning Department has reviewed the Map, Plan & Report for the subject project and determined it to be an Unlisted Action in accordance with Section 617.2(al) of the SEQR regulations. Attached is a draft SEQR Negative Declaration for the above referenced action that appears on the September 19, 2022 Town Board agenda. The Negative Declaration must be issued prior to the Board's action on the resolution.

Please contact me if there are any questions.

Attachment

DH/KA
X:\Special_Projects\CIP\2022 CIP\Comp Plan MPR 2022\SEQR memo_8-29-22.docx
cc: Town Clerk
Town Attorney

Attachment: SEQR P-1 (RES-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

SEQR

NEGATIVE DECLARATION

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency:	Town of Amherst Town Board	**Action**:	Townwide Comprehensive Planning Projects
Address:	5583 Main Street Williamsville, NY 14221 (716) 631-7051	**Date**:	September 2, 2022

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: Townwide Comprehensive Planning Projects

SEQR Status: Unlisted Action.

Description of Action: Bonding and preparation of six (6) comprehensive planning projects:

1. Audubon Area Planning
2. Town Park Planning
3. Environmental Studies
4. Inventory of Conditions and Trends
5. Comprehensive Plan Update
6. Review of the Town's Development Regulations

Location: Town of Amherst, Erie County, New York

Petitioner: Town of Amherst

Attachment: SEQR P-1 Neg Dec Draft (RES-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

Reasons Supporting This Determination

Based on information submitted by the applicant, including a Map, Plan & Report, a preliminary staff analysis was undertaken. Compared to the criteria listed in Section 617.7(c), all indications are that the proposed action (Comprehensive Planning Studies) will not have a significant impact on the environment, as follows:

1. The action is not expected to cause a substantial adverse change in existing air quality, ground or surface water quality or quantity, or noise levels; a substantial increase in solid waste production; or a substantial increase in the potential for erosion, flooding, leaching or drainage problems.

2. The action will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources.

3. The action is not expected to create any material conflict with the Town Comprehensive Plan or the Town Zoning Ordinance. Rather, the projects implement Comprehensive Plan policies and objectives aimed at sound planning for neighborhoods, corridors and open spaces.

4. The action may affect properties within an area identified by the State as potentially containing significant cultural or archeological resources. Any site plans resulting from the proposed projects in archeologically sensitive areas may require submittal of an archeological assessment to show it will not impair the character or quality of important historical resources.

5. The action will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage.

6. The proposed action will not cause a major change in the use of either the quantity or type of energy.

7. The action will not create any hazard to human health.

8. The action will not cause a substantial change in the use, or intensity of use, of land including agricultural, open space or recreational resources, or in its capacity to support existing uses. Any site plans resulting from the proposed projects will undergo thorough review at the site plan stage to ensure consistency with the scale of surrounding land uses.

9. The action will not significantly increase the number of people using the site over its previous level of use.

10. Significant negative traffic impacts are not expected to result from the proposed action.

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

Attachment: SEQR P-1 Neg Dec Draft (RES-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

_____ _____
Signature & title of preparer date

_____ _____
Brian J. Kulpa, Supervisor date

KA
X:\Special_Projects\CIP\2022 CIP\Comp Plan MPR 2022\Neg Dec Draft_9-2-22.docx
cc: Town Clerk
Town Attorney

Attachment: SEQR P-1 Neg Dec Draft (RES-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

EXTRACT OF MINUTES

Meeting of the Town Board of the

Town of Amherst, in the

County of Erie, New York

September 19, 2022

* * *

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 September 19, 2022.

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-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED SEPTEMBER 19, 2022, AUTHORIZING THE FINANCING OF THE PREPARATION OF A COMPREHENSIVE PLAN FOR THE TOWN, STATING THE ESTIMATED MAXIMUM COST THEREOF IS $400,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF $400,000 TO FINANCE SAID APPROPRIATION

THE TOWN BOARD OF THE TOWN OF AMHERST, IN THE COUNTY OF ERIE, NEW YORK, HEREBY RESOLVES (by the favorable vote of not less than two-thirds of all the members of said Town Board) AS FOLLOWS:

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the "Town"), is hereby authorized to undertake the financing of the preparation of a comprehensive plan for the Town, as described in the map, plan and report dated September 2022 and prepared by the Town Planning Department (2022-2027 Capital Improvement Program Project P-1). The estimated maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is $400,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the principal amount of $400,000 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 $400,000 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-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

Section 3. The following additional matters are hereby determined and declared:

(a) The period of probable usefulness applicable to the specific object or purpose for which said bonds are authorized to be issued, within the limitations of Section Sections 11.00 a. 65 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-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

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-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

"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-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

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 September 19, 2022, 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 September, 2022.

(SEAL)

_____
Town Clerk

Attachment: CertBondReso (RES-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

Town of Amherst

Comprehensive Planning Projects
2022 – 2027 Capital Improvement Program Project P-1

Map, Plan & Report
September 2022

CONTENTS:

- Town Board Approved 2022-2027 CIP Project P-1
- Introduction / Existing Conditions
- Proposed Scope
- Financial/Taxation Summary
- SEQR Determination – Unlisted

Prepared by
Town of Amherst Planning Department
5583 Main St.
Williamsville, NY 14221
(716) 631-7051

Attachment: MPR P-1 Comprehensive Planning (RES-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

TOWN OF AMHERST
Comprehensive Planning Projects

Attachment: MPR P-1 Comprehensive Planning (RES-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

TOWN BOARD APPROVED 2022-2027 CIP PROJECT P-1

Summary of Approved 2022 – 2027 Capital Improvement Program (10-25-21)

Planning Department *Recommended Schedule (X $1,000)*

Project ID	*Project Title/Description*	*2022*	*2023*	*2024*	*2025*	*2026*	*2027*	*Total Cost*
P-1	**Comprehensive Planning:** Management and formulation of a new comprehensive plan and other planning initiatives that will guide revitalization and development over the next 25 years. *(2019)*	400 LA	300 LA					**$700,000**
P-2	**Youngs Road Extension – Casey to North French Road:** Design/planning, appraisal & wetland delineations to complete the final segment of north–south arterial. *(2017)*		500 LD	3,400 LD	3,000 LD			**$6,900,000**
P-3	**Maple Road Corridor Planning:** Planning for "Complete Street" changes to the Maple Road corridor between Niagara Falls Blvd and North Forest Rd. (2022)	200 LA 800 F/S						**$1,000,000**
	TOTAL PLANNING BONDING:	**$600,000**						

INTRODUCTION / EXISTING CONDITIONS

The Town Amherst, New York (the Town) is a first-ring suburb of the City of Buffalo with a land area of 54 square miles. Amherst is the second most populous community in the Western New York Region and the fourth largest among upstate New York municipalities. As a key community within the Region, Amherst is a major contributor to the vibrancy and vitality of Western New York. Since 1950, the Town's resident population has nearly quadrupled from 33,700 persons to 126,000. In the late 1970s, the State University of New York (SUNY) began construction of a new university center in Amherst. The development of the University has been accompanied by private investment in office buildings, business centers, industrial parks, commercial centers, and a variety of housing choices. Today Amherst's daytime population grows to nearly 210,000 people as 83,000 workers and students commute into the Town each day. Some businesses in Amherst are among the largest employers in Western New York.

The Town's current comprehensive plan, the Amherst Bicentennial Comprehensive Plan, was prepared in the period from 2000-2004 and intended to guide its growth through 2018-2020. The Bicentennial Plan has served the Town well, and has been maintained and updated several times. As the Plan reaches its horizon, however, changing conditions and emerging trends in technology, demographics, economics, mobility, land use, and lifestyles are reshaping communities and their futures. Amherst seeks to be at the forefront of understanding and leveraging these trends in order to sustain its success and continue to be a model of innovation, prosperity, resilience, and the community of choice in which to live in New York State. The Town must consider how these trends should shape the Town and its future.

Comprehensive planning must be supported by thorough inventory and research efforts that provide an informed basis for the planning process. The Town has undertaken a robust planning program over the past several years which requires highly qualified and experienced planning firms to inventory existing conditions and research contemporary and future forces that can shape the Town and form plans and policies to sustain its success. The following projects include small area and corridor plans to inform updates to the Comprehensive Plan, new policies and code to update commercial uses and office and business parks, and design assistance to define desired park and recreation initiatives.

PROPOSED SCOPE

Proposed 2022-2027 CIP Project (P-1) Projects

1. Audubon Area Planning
2. Town Park Planning
3. Environmental Studies
4. Inventory of Conditions and Trends
5. Comprehensive Plan Update
6. Review of the Town's Development Regulations

1. Audubon Area Planning

Planning and zoning for the Audubon (New Community District - NCD) area has not been rigorously reviewed since the 1980s. The NCD is located north of the University at Buffalo in the northwestern portion of the Town and was created to accommodate anticipated growth from the University at Buffalo. This work would include engagement with stakeholders to update plans and policies for the area including corresponding updates to the Comprehensive Plan and Zoning Ordinance.

2. Town Park Planning

The Planning Department is supporting Town Park Planning for new parks such as the Amherst Central Park, Muir Woods Park, Dellwood Park, and others. Planning for these areas requires the assistance of design and recreation consultants. This work would provide consulting services to support staff in formulating visions for these facilities, associated designs and plans, and necessary environmental studies to examine the physical and natural environments, traffic, infrastructure, zoning, and other impacts.

3. Environmental Studies

Environmental studies for various areas throughout the Town. It is anticipated that these studies would include looking at different environmental aspects of a site or larger area to inform future redevelopment or preservation of that site/area. These studies may require the assistance of environmental or engineering consultants.

4. Inventory of Conditions and Trends

Inventory and analyses of socio-economic conditions and contemporary trends as needed to inform comprehensive planning**.** Changing conditions and emerging trends in technology, demographics, economics, mobility and transportation, land use, and lifestyles are reshaping communities around the country, these must be considered in order to inform the Town's future.

5. Comprehensive Plan Update

The Town's current Bicentennial Comprehensive Plan is based on information and planning compiled from 2000-2019. These updates have been formulated on a project by project basis or to address new opportunities or information. This work would include review of the Plan to identify information or policies that may be outdated, lacking, or no longer relevant. Public engagement in order to elicit input from stakeholders regarding planning priorities and development preferences will also be incorporated.

6. Review of the Town's Development Regulations

Review and revisions to the Town's development regulations and guidelines are keys to effectively and efficiently sustaining the valued neighborhoods and places in Town. Update of the development regulations is a continuous process in order to ensure these lands remain competitive and encourage development that is responsive to contemporary demands.

This list of projects reflects the Town's priorities for comprehensive planning for 2022. These projects and their scope may change as priorities and the nature of projects change.

Attachment: MPR P-1 Comprehensive Planning (RES-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

Funding for this CIP project will be bonded against the Town of Amherst General Fund at a *total cost* of $400,000.00, financed entirely with serial bonds. The studies and plans provided within the scope of this project will have a minimum life cycle of 20 years.

FINANCIAL SUMMARY

Professional Services	$ 398,000.00
Legal/Administrative	$ 2,000.00
Total Amount to be Bonded	$ 400,000.00

TAXATION SUMMARY

Total Bond Amount:	$ 400,000
Bond Term:	5 Years
Annual Tax Impacts:	$0.0084 per $1,000 AV (General Fund)
Taxation Impact:	$1.6789 per $200,000 property

SEQR DETERMINATION

See the attached documentation.

Attachment: MPR P-1 Comprehensive Planning (RES-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

Amherst

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

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

MEMORANDUM August 29, 2022

Town Board Agenda September 19, 2022

TO: Town Board

FROM: Daniel C. Howard, AICP, Planning Director

SUBJECT: Draft SEQR Negative Declaration –
Townwide Comprehensive Planning Projects

The Planning Department has reviewed the Map, Plan & Report for the subject project and determined it to be an Unlisted Action in accordance with Section 617.2(al) of the SEQR regulations. Attached is a draft SEQR Negative Declaration for the above referenced action that appears on the September 19, 2022 Town Board agenda. The Negative Declaration must be issued prior to the Board's action on the resolution.

Please contact me if there are any questions.

Attachment

DH/KA
X:\Special_Projects\CIP\2022 CIP\Comp Plan MPR 2022\SEQR memo_8-29-22.docx
cc: Town Clerk
Town Attorney

Attachment: MPR P-1 Comprehensive Planning (RES-2022-901 : Comprehensive Planning Projects (Bond Resolution - $400,000))

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26450 **RESOLUTION 2022-902** **ADOPTED**

Engagement Letter - Hodgson Russ LLP (CRS #3586)

AGENDA ITEM : SEPTEMBER 19TH, 2022

TO: **Town Board**

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

DATE: **September 14, 2022**

RE: **Engagement Letter - Hodgson Russ LLP (CRS# 3586)**

Kindly adopt a resolution authorizing the Supervisor to execute the attached Engagement Letter with Hodgson Russ LLP specific to legal services rendered relative to labor and employment pending successful completion of the CRS.

Thank you.

SJS:NMS:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment*, **Agenda Item - September 19, 2022**)

9/19/2022
Consent

FINANCIAL IMPACT:

Partner /Sr. Counsel - $320/hr.; Associate/Sr. Associate - $299/hr.; Law Clerk - $213/hr.; Paralegal - $152/hr. - A1420.4090

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

Jeffrey F. Swiatek
Partner
Direct Dial: 716.848.1449
Facsimile: 716.849.0349
jswiatek@hodgsonruss.com

Hodgson Russ LLP ATTORNEYS

September 7, 2022

Via E-mail: ssliwa@amherst.ny.us

Town of Amherst
Attn: Stanley J. Sliwa, Esq., Town Attorney
Amherst Municipal Building
5583 Main Street
Williamsville, NY 14221

Dear Mr. Sliwa:

Re: Legal Representation – Labor and Employment Matters

We want to thank you for your continued confidence in our firm. This letter shall confirm the Town's continuing engagement of Hodgson Russ LLP, and specifically to provide advice and legal representation on labor and employment matter, and other related matters. We have agreed that at present our engagement is limited to performance of services related to these matters, and any other matter for which we have otherwise been specifically engaged. This letter will spell out our firm's customary procedures and expectations in order to clarify our mutual responsibilities.

Our fees will be based on the amount of time spent on your behalf. Each lawyer and legal assistant has an hourly billing rate based generally on experience and special knowledge. The rate multiplied by the time expended on your behalf, measured in tenths of an hour, will be the basis for determining the fee. Pursuant to our response to the Town's request for proposals, and our January 2021 engagement letter, our rates are adjusted on an annual basis and beginning January 1, 2022, partner/senior counsel time shall be billed at $320 per hour, associate/senior associate time shall be billed at $299 per hour, law clerk time shall be billed at $213 per hour, and paralegal time shall be billed at $152 per hour. Our rates will continue to be reviewed and adjusted on an annual basis.

You have an obligation to identify and preserve information potentially relevant to this matter. The duty to preserve potentially relevant information is broad and courts have become increasingly exacting in applying existing and new standards that require the preservation of both paper documents and electronically-stored information ("ESI"). The obligation applies not only to paper documents, but also to ESI, including but not limited to, e-mail, word processing documents, spreadsheets, databases, calendars, voicemail, Internet usage files and network access information. Some courts have imposed sanctions in cases where a party has failed to comply with these standards. If you have not already done so, a "litigation hold" memorandum should be issued to all employees who have access to relevant paper and ESI specifically describing the types of documents and information that must be preserved and

Attachment: Amherst, Town - Engagement Letter re Labor and Employment Matters (RES-2022-902 : Engagement Letter - Hodgson Russ LLP

how these materials should be maintained and stored. Please contact me with any questions or concerns about this obligation, or if you need assistance in complying with this obligation.

During the course of this engagement, the firm may collect certain personal information relating to the services contemplated by this letter. The collection of any such personal information will be governed by, and such personal information will be processed in accordance with, the firm's Privacy Policy, as well as any applicable privacy laws and codes of professional conduct. You can obtain a copy of the firm's Privacy Policy on its website at www.hodgsonruss.com or by requesting one from us.

The terms set forth in our prior January 28, 2021 engagement letter will be continued without change, except as specifically noted herein. Once again, we are pleased to have this opportunity to work with you. Please call me if you have any questions.

Very truly yours,



Jeffrey F. Swiatek

Agreed and accepted:	**Agreed and accepted:**
By: Brian Kulpa, Town Supervisor	**By: Stanley J. Sliwa, Town Attorney**
Signature: _____	Signature: _____
Date: _____	Date: _____

Attachment: Amherst, Town - Engagement Letter re Labor and Employment Matters (RES-2022-902 : Engagement Letter - Hodgson Russ LLP

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Attorney
Initiated by: **Nicole M. Burroughs**
Co-Sponsored by:

DOC ID: 26389 **RESOLUTION 2022-903** **ADOPTED**

License Agreement - 81 Snyderwoods Court (Wierzbeiniec/Cwiek) (CRS#3572)

AGENDA ITEM : SEPTEMBER 19th, 2022

TO: **Town Board**

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

DATE: **September 14, 2022**

RE: **Request for License Agreement (CRS #3572)**
Installation of Fence
Property Located At:
81 Snyderwoods Court, Amherst, New York 14226

Kindly adopt a resolution authorizing the Supervisor to execute the attached License Agreement (CRS #3572).

The owners of the above-referenced property are seeking permission to install a fence that would encroach into an existing Town-owned easement, the details and stipulations of which are more fully described in the License Agreement.

This request was reviewed and approved by the Highway Department.

Thank you for your consideration.

NMB:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(w/attachment, **Agenda Item: September 19, 2022**)
Tim Lucey, General Crew Chief, Highway Department *(w/attachment)*

9/19/2022
Consent

FINANCIAL IMPACT:

$150.00 - Fee For License Agreement

$80.00 - ECCO Filing Fee

Both fees paid to the Town in one check by homeowners - $230.00

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

Return to: Town of Amherst Town Attorney's Office
5583 Main Street
Williamsville, New York 14221

TOWN OF AMHERST
LICENSE AGREEMENT

THIS AGREEMENT, made as of this ~~6th~~ 19th day of September, 2022, between the Town of Amherst, a municipal corporation existing under and by virtue of the laws of the State of New York, having its principal office at 5583 Main Street, Williamsville, New York 14221, Party of the First Part, hereinafter referred to as the "Town" and

Andrew J. Wierzbieniec and Katherine A. Cwiek
81 Snyderwoods Court
Amherst, New York 14226
SBL: 67.12-6-14

Parties of the Second Part hereinafter referred to as the "Owners."

WITNESSETH:

WHEREAS, the Owners are presently the owners of following described premises:

All of that tract or parcel of land, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot Number 16, Township 12, Range 7 of the Holland Land Company's Survey and according to a map filed in Erie County Clerk's Office under Cover No. 2565 is known as Subdivision Lot Number 14.

It is more commonly known as:

81 Snyderwoods Court
Amherst, New York 14226
SBL: 67.12-6-14

WHEREAS, the Town became the holder of a Public Utility Easement as shown on the Subdivision Map filed in the Erie County Clerk's Office under Cover No. 2565. Said public utility easement is shown on the survey attached hereto as Exhibit "A;"

19 JMB
TBA : 9.6.2022
Address : 81 Snyderwoods Court
Owner Name : Wierzbieniec and Cwiek

Attachment: 81SnyderwoodsCt.OwnerSigned-09142022092551 (RES-2022-903 : License Agreement - 81 Snyderwoods Court

WHEREAS, the Owners desire to utilize a portion of the aforementioned easement area:

To encroach into the existing 40' public utility easement to construct and install a fence that will not impede the flow of water, such as chain link or ornamental, the details of which are outlined in Exhibit "B" attached hereto and made a part hereof;

as shown on a survey labeled Exhibit "A" attached hereto and made part hereof and also as shown on Exhibit "B," also attached hereto and made a part hereof. Said fence is to be installed in accordance with the stipulations set forth in this agreement.

WHEREAS, the intended use as hereinafter provided does not interfere with the municipal purpose of which said Public Utility Easement was acquired;

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid to the Town, the receipt whereof is hereby acknowledged, and the covenants and promises hereinafter set forth the parties agree as follows:

The Town does hereby grant to the Owners, their successors, distributees and assigns a license and/or privilege to install, maintain, and use a portion of the Public Utility Easement area as shown on Exhibit "A" subject to the following conditions:

a. No devices, equipment or structures shall be installed or placed within the said easement areas without prior approval of the Town apart from the authority granted to the Owners through this agreement;

b. The use of this License Agreement in the Public Utility Easement area shall not interfere or restrict the operation, maintenance, repair and/or reconstruction of the Public Utility Facilities;

c. If it becomes necessary to remove said encroachment for the purpose of repair and/or reconstruction of the Public Utility facility, the cost of the removal and reinstallation of said improvements shall be at the expense of the Owners, their successors, distributees and assigns.

d. If at any time the Public Utility facilities are exposed, unearthed or damaged, the Town shall be promptly notified and allowed inspection of the easement areas.

19 RMB

TBA : 9.6.2022
Address : 81 Snyderwoods Court
Owner Name : Wierzbieniec and Cwiek

Attachment: 81SnyderwoodsCt.OwnerSigned-09142022092551 (RES-2022-903 : License Agreement - 81 Snyderwoods Court

The Owners shall defend, indemnify and hold harmless the Town from any and all claims or causes of action arising out of the use and exercise of this agreement.

This Agreement shall commence on the 6th day of September, 2022 and shall automatically extend for one (1) year periods unless the same is cancelled as herein provided below:

Either party may cancel this Agreement by giving sixty (60) days written notice to the other of such cancellation and during said sixty (60) days cancellation shall remove the said fence and any other structures or personal property within the easement area and shall restore same to the condition that existed prior to the embankment work done at the rear of the home.

This Agreement shall ensure to the benefit of the parties, hereto, their successors, distributees, and assigns.

IN WITNESS WHEREOF, the parties to this Agreement have executed the same before a licensed Notary Public, on the date referenced below.

TOWN OF AMHERST

_____
Brian J. Kulpa, Supervisor

PROPERTY OWNERS

_____
Andrew J. Wierzbieniec

_____
Katherine A. Cwiek

STATE OF NEW YORK }
COUNTY OF ERIE }SS:

On the _____day of _____ in the year 2022 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 whose name is subscribed to within the 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

19.TMB

TBA : 9.6.2022
Address : 81 Snyderwoods Court
Owner Name : Wierzbieniec and Cwiek

Attachment: 81SnyderwoodsCt.OwnerSigned-09142022092551 (RES-2022-903 : License Agreement - 81 Snyderwoods Court

STATE OF NEW YORK }
COUNTY OF ERIE }SS:

On the 29th day of August in the year 2022 before me, the undersigned, personally appeared, **Andrew J. Wierzbieniec**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Elizabeth A Doty Lampson
Notary Public

ELIZABETH ANN DOTY-LAMPSON
Reg #01DO4912212
Notary Public State of New York
Qualified in Erie County
My Commission Expires 11/16/20 25

STATE OF NEW YORK }
COUNTY OF ERIE }SS:

On the 29th day of August in the year 2022 before me, the undersigned, personally appeared, **Katherine A. Cwiek**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within the instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

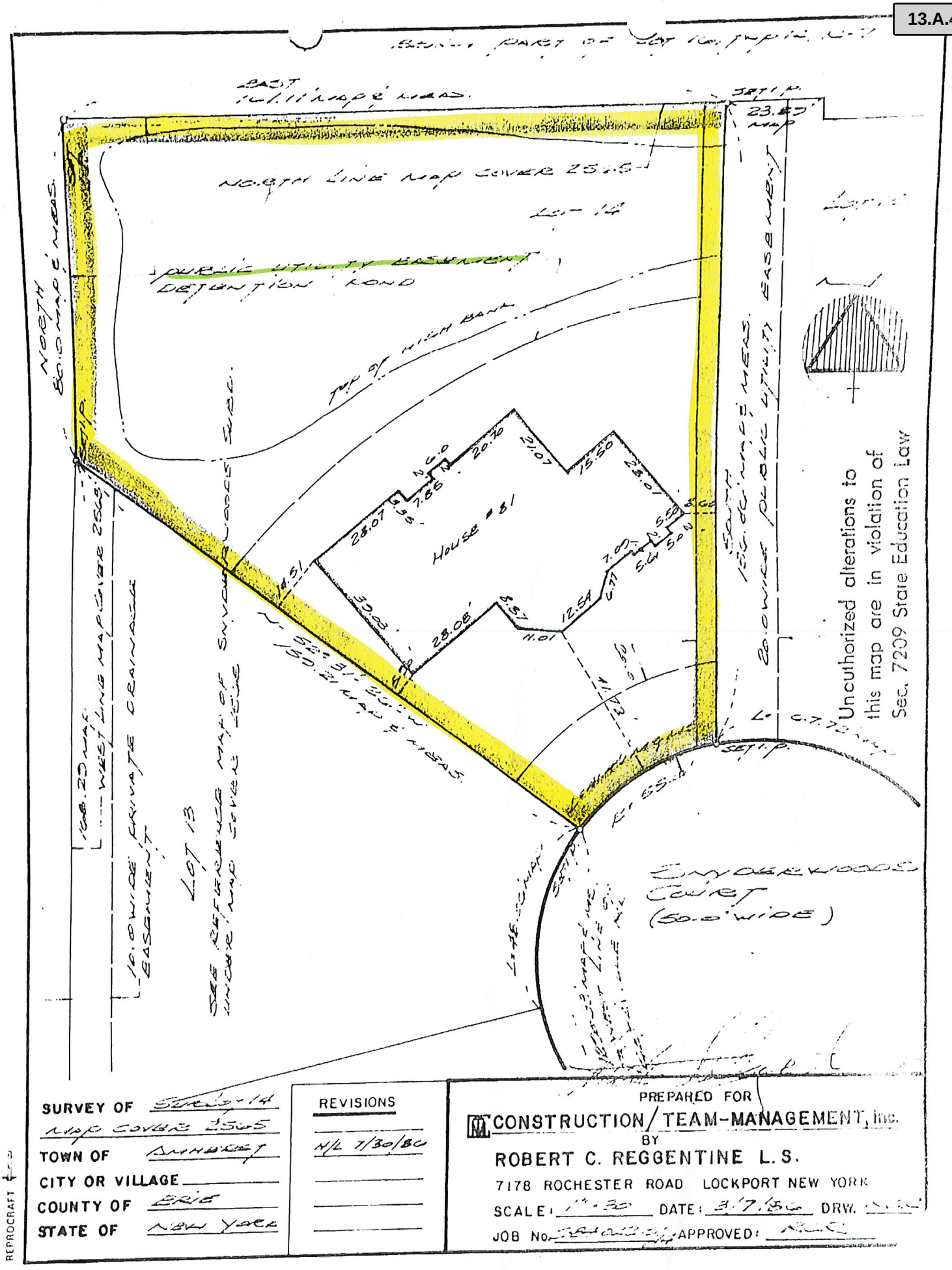
Elizabeth A Doty Lampson
Notary Public

ELIZABETH ANN DOTY-LAMPSON
Reg #01DO4912212
Notary Public State of New York
Qualified in Erie County
My Commission Expires 11/16/20 25

19 Nov

TBA : 9.6.2022
Address : 81 Snyderwoods Court
Owner Name : Wierzbieniec and Cwiek

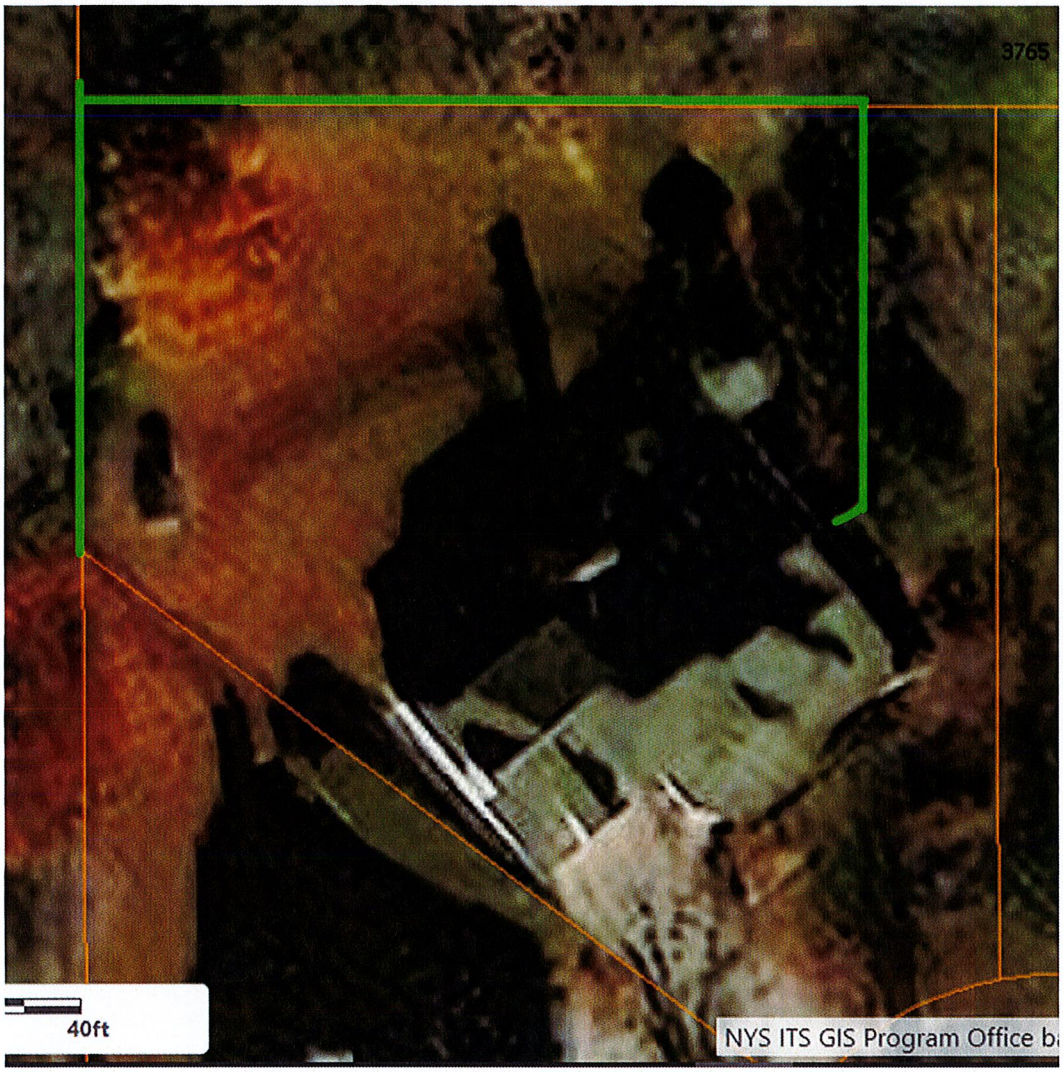
Attachment: 81SnyderwoodsCt.OwnerSigned-09142022092551 (RES-2022-903 : License Agreement - 81 Snyderwoods Court



Attachment: 81SnyderwoodsCt.OwnerSigned-09142022092551 (RES-2022-903 : License Agreement - 81 Snyderwoods Court

81 Snyderwoods Court Fence outline

Line marked in GREEN indicates new fence plan. Connecting to neighbor's rear fence on the western side of the property, following the property line to the north boundary, northern line stops 15 feet short of eastern property line to avoid town water and sewer line easement, heads south through the water retention area before connecting to the house.



Attachment: 81SnyderwoodsCt.OwnerSigned-09142022092551 (RES-2022-903 : License Agreement - 81 Snyderwoods Court

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 26403 **RESOLUTION 2022-904** **ADOPTED**

TOA V. Brooks (Property Damage Release - $50,000)

AGENDA ITEM : SEPTEMBER 19TH, 2022

TO: **Town Board**

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

DATE: **September 14, 2022**

RE: **Town of Amherst v. Richard Brooks**
Damage To Senior Center Wall
Property Damage Release For $50,000
Date of Accident - 3.5.21

Kindly adopt a resolution authorizing the Supervisor to execute the attached Property Damage Release from State Farm (insured's carrier) for damage caused to the Town of Amherst Senior Center wall as result of a vehicle accident involving the insured's driver.

Thank you.

NMB:hs
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item - September 19, 2022**)

9/19/2022
Consent

FINANCIAL IMPACT:

Revenue - $50,000 - Account TBD

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

Release
Property Damage Only

52-G817-6V9

For the Sole Consideration of:

Fifty Thousand 0/100 ($50,000.00) dollars, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby and forever discharges Richard J Brooks, his heirs, executors, administrators, agents and assigns and all other persons, firms or corporations liable, or who may be claimed to be liable, none of whom admit liability to the undersigned, but all expressly deny any liability, from any and all claims, demands or suits of any kind on account of and resulting from damage to property caused by an accident which occurred on or about the 5th day of March, 2021, at or near 370 John James Audubon Pkwy, Buffalo, NY 14228 Buffalo NY.

Undersigned hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromise adjustment and settlement of any and all claims, disputed or otherwise, on account of the damages above mentioned, and for the express purpose of precluding forever any further or additional claims relating to property damage arising out of the aforesaid accident.

Undersigned hereby accepts draft or drafts as final payment of the consideration set forth above.

This release expressly reserves all rights of the parties released to pursue their legal remedies, if any, against the undersigned, agents and assigns.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for commercial insurance or a statement of claim for any commercial or personal insurance benefits containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, and any person who, in connection with such application or claim, knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the department of motor vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject motor vehicle or stated claim for each violation.

In Witness Whereof,

I/We have hereunto set my/our hand(s) and seal(s) this _____ day of _____, 20_____.

In the presence of

_____ Signed: _____
Witness Releasor Signature

_____ Signed: _____
Witness Releasor Signature

Attachment: Brooks.PropDmgRelease-09142022093832 (RES-2022-904 : TOA V. Brooks (Property Damage Release - $50,000))

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26400 **RESOLUTION 2022-905** **ADOPTED**

New Firefighter for Main-Transit Fire Department

New firefighter for the Main-Transit Fire Department lives in the Town of Amherst and his place of employment is in the Main-Transit Fire District.

Thomas J. Hutchinson
41 Ponderosa Dr
Williamsville, NY 14221

9/19/2022
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: Thomas J. Hutchinson

Applicant Home Address: 41 Ponderosa Dr

Under penalty of perjury I, Thomas J. Hutchinson 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:

7018 Transit Rd, Williamsville, NY 14221

Signature of Applicant: Thomas J Hutchinson

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

Date: 9/6/22

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

Attachment: Residency MTFD Hutchinson (RES-2022-905 : 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: 09/19/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26421 **RESOLUTION 2022-906** **ADOPTED**

New Firefighter for East Amherst Fire Department

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

Brandt Sauers
132 Bassett Road
Williamsville, NY 14221

9/19/2022
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: Brandt Sauers

Applicant Home Address: 132 Bassett Road, Amherst, NY 14221

Under penalty of perjury I, Brandt Sauers affirm I am an applicant to be a member of the, East Amherst Fire Department (fire dept.) and my address of residence is listed above.

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

_____

Signature of Applicant: Brandt Sauers

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

Signature: Kenneth Rusin
Ken Rusin

Title: President

Date: 9/12/2022

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

Attachment: Amherst residency form - Sauers 9.12.22 (RES-2022-906 : New Firefighter for East Amherst Fire Department)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 26434 **RESOLUTION 2022-907** **ADOPTED**

Budget Transfers & Amendments

For September 19, 2022 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 9/14/2022
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 - 2022

FROM:	***TO:***
N2044.4000 Cheek HOME Rehab $168,845.26	N2048.4000 Cheek HOME Rental Sub $168,845.26
Requested per department.	
H4068.4000 Insect Control- Contractual $500.00	H4068.2250 Other Equip $500.00
Requested per department.	
N2025.1000 Amh CDBG-Personal Svc $27,007.98	N2025.4000 Contractual $8,487.51 N2025.1300 Longevity $1,075.00 N2025.8010 St. Retirement $9,445.47 N2025.8030 FICA $8,000.00
To clean up budget and transfer to cover CRS #3552, Wetland Delineation for Northwest Amherst Community Center.	
N1938.4000 Façade Prog-Contractual $30,000.00	N1921.4000 Housing Rehab. $30,000.00
Requested per department.	

BUDGET AMENDMENTS - 2022

INCREASE:	***INCREASE:***
N2155.02785 Amherst HOME Rental- PI $5,264.72	N2155.4000 Contractual $5,264.72
N2154.02785 Amherst Admin- PI $584.97	N2154.4003 Admin $584.97
To recognize Community Development program income from 143 Capen, Amherst.	
A3510.05001 Animal Control - Refund of CY Exp. $550.00	A3510.4110 Contractual $550.00
To recognize refund of current year expense and increase contractual in Police - Animal Control.	
A3120.02680 Police - Insurance Proceeds $22,731.31	A3120.4230 Vehicle Repair $22,731.31
To recognize insurance proceeds and increase expenditures for vehicle repair.	
A3120.05001 Police - Refund of CY Expense $315.00	A3120.4430 Miscellaneous $60.00 A3120.2130 Computers $255.00
To recognize refund of current year expense for donation to Police Department and reimbursement for damage to computer monitor.	
A3122.02410 Bailey Ave. - Rentals $2,300.00	A3122.4220 Building & Grounds $2,300.00
To recognize Police - Bailey Ave. Rentals and increase building and grounds expenditures.	

N2123.02785 CDBG & VG PI $170.00 N2123.4000 Contractual $170.00
To recognize Community Development program income from 169 Hillcrest, Amherst.

A1620.02617 Building Maint. - Auction Revenue $585.00 A1620.4280 Pub Safety Equip $782.14
A1620.02650 Building Maint. - Sale of Scrap $197.14
To recognize proceeds from auction and scrap and increase R&M Pub Safety Equipment.

A3310.02680 Traffic Control- Ins Reimb $7,830.00 A3310.2550 Other Spec Equip $7,830.00
To recognize insurance reimbursement for paint sprayer in Traffic Control.

9/19/2022
Consent

FINANCIAL IMPACT:

See Descriptions.

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: 09/19/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26386 **RESOLUTION 2022-908** **ADOPTED**

Award RFP #202203 - Real Property Reassessment Project - CRS #3569

WHEREAS, the Contract Compliance and Administration Department received proposals on June 16, 2022 for RFP #202203 for Real Property Reassessment Project; and

WHEREAS, the RFP process resulted in responses from three (3) vendors, as per the attached scoring sheet;

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this RFP to GAR Associates LLC; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with GAR Associates LLP.

9/19/2022
Consent

FINANCIAL IMPACT:

A1355-4090; $500,000

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

RFP #202203 - Real Property Reassessment
RFP ANALYSIS SHEET

Raw Score is rated on a scale of 1-10

Description	Percentage (Weight)	Emminger, Newton, Pigeon & Magyar, Inc.		GAR Associates LLC		KLW Municipal, Inc.	
		Raw Score	Weighted	*Raw Score*	Weighted	*Raw Score*	Weighted
Qualifications & Experience	10	*7.00*	7.00	*10.00*	10.00	8.00	8.00
Proposed Timeline for Completion of Services	15	*9.00*	13.50	*10.00*	15.00	9.00	13.50
Understanding of Project Requirements	15	*8.00*	12.00	*10.00*	15.00	9.00	13.50
Total Cost	50	*10.00*	50.00	*8.06*	40.30	8.01	40.06
References	10	*5.00*	5.00	*10.00*	10.00	7.00	7.00
TOTAL EVALUATION	**100**		**87.50**		**90.30**		**82.06**

Attachment: Scoring Sheet for TB Agenda - RFP 202203 Real Property Reassessment (RES-2022-908 :

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26395 **RESOLUTION 2022-909** **ADOPTED**

Approve Contract Extension with Rodriguez Construction Group - CRS #3576 (Original CRS #3323)

WHEREAS, participation in the Erie County contract for General Construction/Maintenance Services with Rodriguez Construction Group was approved on May 23, 2022 via Town Board resolution 2022-517; and

WHEREAS, that contract expired on August 31, 2022 but has been extended by Erie County; and

WHEREAS, due to the nature of the contract (overhead and profit as a percentage of construction and maintenance costs), all work performed will be overseen by the Building Maintenance (Facilities) Department;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the extension of Erie County Contract #A218160-002 for General Construction/Maintenance Services with Rodriguez Construction Group through August 31, 2024; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Rodriguez Construction Group subject to successful completion of the contract routing process.

9/19/2022
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

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Jacqualine Berger

COUNCILMEMBERS
Deborah Bruch Bucki, RN, PhD
Shawn Lavin
Michael Szukala

EXTENSION AGREEMENT

Let this document stand as an Agreement between Rodriguez Construction Group and the Town of Amherst permitting the Town of Amherst to participate in the extension of the Erie County General Construction/Maintenance Services contract Bid #A218160-002 for the contract term through August 31, 2024.

Agreed to and Accepted by:
Rodriguez Construction Group

By:_____
Signature

Kevin G. Maxwell
Printed Name

VP of Construction
Title

Date: 9.1.2022

Agreed to and Accepted by:
TOWN OF AMHERST

By:_____
Brian J. Kulpa, Supervisor

Date:_____

Attachment: Rodriguez Extension CRS (RES-2022-909 : Approve Contract Extension with Rodriguez Construction Group - CRS #3576 (Original

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

To: Department of Parks, Recreation & Forestry

From: Jamie Kucewicz, Buyer

Date: May 4, 2022

Subject: GENERAL CONSTRUCTION/MAINTENANCE SERVICES

Bid No.: A218160-002

Effective Dates: Extended through August 31, 2024

Vendor #: 162306

Vendor: RODRIGUEZ CONSTRUCTION GROUP
760 Seneca Street, Suite 150
Buffalo, NY 14210

Telephone: 716-464-3257

Contact: Luis Rodriguez

Pricing: 7.5% overhead and profit

Attachment: Rodriguez Extension CRS (RES-2022-909 : Approve Contract Extension with Rodriguez Construction Group - CRS #3576 (Original

Attachment: Rodriguez Extension CRS (RES-2022-909 : Approve Contract Extension with Rodriguez Construction Group - CRS #3576 (Original

COUNTY OF ERIE

DIVISION OF PURCHASE
VALLIE M. FERRARACCIO
DIRECTOR

RECEIVED
MAY 07 2022
BY:

April 28, 2022

Rodriguez Construction Group
683 Northland Ave.
Buffalo, NY 14211
Attn: Luis Rodriguez

Re: Bid #218160-002 – General Construction and Maintenance Services

Dear Mr. Rodriguez,
The County of Erie wishes to extend this agreement for an additional two years, through August 31, 2024, under the same prices (with annual prevailing wage adjustment), terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

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

✓ Yes, I agree to extend _____ No, I do not wish to extend

Company Name: Rodriguez Construction Group

Representative (Please print): Luis Rodriguez Title: CEO

Signature: _____ Date: 5/3/2022

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase

5/4/2022
DATE

RATH BUILDING • 95 FRANKLIN STREET • BUFFALO, N.Y. • 14202 • OFFICE: (716) 858-6395 • FAX: (716) 858-6465 •
WWW.ERIE.GOV

Attachment: Rodriguez Extension CRS (RES-2022-909 : Approve Contract Extension with Rodriguez Construction Group - CRS #3576 (Original

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: A218160-002

OPENING DATE: JUNE 27, 2018 TIME: 11:00AM

FOR: GENERAL CONSTRUCTION / MAINTENANCE SERVICES

NAME OF BIDDER: Rodriguez Construction Group, Inc.

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A"	- Assignment of Public Contracts
X	EXHIBIT "B"	- Purchases by Other Local Governments or Special Districts
X	EXHIBIT "C"	- Construction/Reconstruction Contracts
	EXHIBIT "D"	- Bid Bond (Formal Bid)
N/A	EXHIBIT "E"	- Bid Bond (Informal Bid)
X	EXHIBIT "EP"	- Equal Pay Certification
X	EXHIBIT "F"	- Standard Agreement
X	EXHIBIT "G"	- Non-Collusive Bidding Certification
X	EXHIBIT "H"	- MBE/ WBE Commitment
X	EXHIBIT "IC"	- Insurance CLASSIFICATION "A"
	EXHIBIT "P" & EXHIBIT "PBI"	- Performance Bond
X	EXHIBIT "PW"	- NYS Prevailing Wage
	EXHIBIT "Q"	- Confined Space Program Certification

(Rev. 1/00)

EXHIBIT "G"

County of Erie

DIVISION OF PURCHASE

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 26th day of June, 20 18

TERMS percent DELIVERY DATE AT DESTINATION June 27, 2018

FIRM NAME Rodriguez Construction Group, Inc.

ADDRESS 760 Seneca Street, Suite 150

Buffalo, NY ZIP 14210

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE Luis Rodriguez

TITLE CEO TELEPHONE NO. 716.464.3257

(Rev.1/2000)
ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Attachment: Rodriguez Extension CRS (RES-2022-909 : Approve Contract Extension with Rodriguez Construction Group - CRS #3576 (Original

County of Erie

DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. A218160-002

Address: County of Erie
All County Park locations

Ship Via:
Date Required at Destination:

ITEM NO.	QUAN -TITY	UM	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			The County of Erie Department of Parks and Recreation is soliciting		
			bids for General Construction/Maintenance Services. This will be		
			for work at all County of Erie park locations on an "as-needed" basis		
			for structures such as, but not limited to, Reservable Shelters and		
			Buildings, Comfort Stations and Maintenance and Storage Buildings.		
			Term of the contract is September 1, 2018 through August 31, 2020		
			Please provide pricing on Proposal page.		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: 716/858-6465

NAME OF BIDDER Rodriguez Construction Group, Inc.

(Rev. 9/95)
ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6336

Attachment: Rodriguez Extension CRS (RES-2022-909 : Approve Contract Extension with Rodriguez Construction Group - CRS #3576 (Original

SPECIFICATIONS

Required work and skill sets. The successful bidder will be required to provide all of the following services:
carpentry, electrical, plumbing, roofing, siding, concrete, masonry & stone work, drywall, painting, overhead doors & controls, lighting, doors & windows, gutters & leaders and tile work.

Erie County Park locations:

AKRON FALLS PARK
44 PARKVIEW ROAD
AKRON, NY 14001

CHESTNUT RIDGE PARK
6121 CHESTNUT RIDGE ROAD
ORCHARD PARK, NY 14127

COMO LAKE PARK
2220 COMO PARK BLVD.
LANCASTER, NY 14086

ELLICOTT CREEK PARK
1 ELLICOTT CREEK DRIVE
TONAWANDA, NY 14150

ELMA MEADOWS PARK
1711 GIRDLE ROAD
ELMA, NY 14059

EMERY PARK
2084 EMERY ROAD
SOUTH WALES, NY 14139

GROVER CLEVELAND GOLF
3781 MAIN STREET
AMHERST, NY 14226

ISLEVIEW PARK
796 NIAGARA STREET
TONAWANDA, NY 14150

SPRAGUE BROOK PARK
9674 FOOTE ROAD
GLENWOOD, NY 14069

WENDT BEACH
7676 OLD LAKE SHORE ROAD
DERBY, NY 14047

BENNETT BEACH
8276 OLD LAKE SHORE
ANGOLA, NY 14006

BUREAU OF FORESTRY
11929 WARNER GULF ROAD
EAST CONCORD, NY 14055

Requirements:

Vendor must complete the enclosed "Experience Questionnaire" found below and return with bid.

Vendor must be a licensed General Contractor and have a minimum of five years of business and construction experience.

The successful bidder, when submitting invoice for payment, must provide a breakdown by trade of the number of labor hours for completing the job and also submit all supplier invoices showing itemized material purchases by quantity and cost. All invoices may be subject to County audit and all invoices shall be submitted at the time that each project is completed.

Once contacted, the successful bidder must be able to meet at work site within five days to discuss the scope of work. Once the County provides confirmation to begin work, vendor must be able to start the work within ten days. Should these terms and conditions not be met or if the winning bidder cannot meet the workload, the County reserves the right to award to the next lowest responsive bidder.

Projects will be subject to available funds. Scope of work is estimated at an aggregate amount of $300,000.00.

Attachment: Rodriguez Extension CRS (RES-2022-909 : Approve Contract Extension with Rodriguez Construction Group - CRS #3576 (Original

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Finance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 26402 **RESOLUTION 2022-910** **ADOPTED**

Approve Host Community Agreement with Amherst Community Solar LLC - CRS #3581

WHEREAS, Amherst Community Solar LLC proposes to construct and operate an approximately 5MW AC solar energy project at 595 Schoelles Rd., and

WHEREAS, the Town and Amherst Community Solar LLC have negotiated a host community payment to be made to the Town in the amount of $25,000.00, as per the attached Host Community Agreement;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the Host Community Agreement with Amherst Community Solar LLC, a New York Limited liability company; and

BE IT FURTHER RESOLVED, approval is contingent on successful completion of the contract routing system.

9/19/2022
Consent

FINANCIAL IMPACT:

A1220-02770; $25,000 Revenue

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

HOST COMMUNITY AGREEMENT

This Host Community Agreement ("Agreement") is made as of AUGUST 30, 2022 by and between **Amherst Community Solar LLC, a New York limited liability company** ("Company") and the **Town of Amherst**, located in Erie County, New York ("Town").

W I T N E S S E T H:

WHEREAS, the Company proposes to construct and operate an approximately five (5) Megawatt (MW) AC solar energy project (the "Project") on land located at 595 Schoelles Road within the Town of Amherst and identified as SBL No. 28.00-1-1.11; and

WHEREAS, the Company submitted an application to the Town of Amherst Planning Board for site plan approval of the Project; and

WHEREAS, pursuant to this application, the Planning Board reviewed the submissions by the Company describing the Project and considered the impacts on the Town and the environmental impacts of the Project pursuant to the State Environmental Quality Review Act ("SEQRA"); and

WHEREAS, as Lead Agency under SEQRA, the Town determined no significant environmental impacts and issued a Negative Declaration in compliance with the provisions of SEQRA; and

WHEREAS, on January 21, 2021, the Town Planning Board issued its approval for the Project; and

WHEREAS, in consideration of the continuing obligations with respect to the Project, the Town and Company have negotiated a host community payment as detailed by the terms of this Agreement.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of and sufficiency of which are hereby acknowledged, and the Town's deliberation regarding the Project and consideration of the impacts of the Project, and as further described below, the parties agree as follows:

1. Host Payments. The Company shall make a one-time lump sum payment to the Town in the amount of twenty-five thousand dollars and zero cents ($25,000.00) (the "Host Payment") due 15 days after execution of this Agreement.

2. Cooperation. The Town will use its best efforts to cooperate with the Company in connection with permit applications, now or in the future, that must be processed by the Town or documents required to be executed by the Town.

3. Notices. All notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given (i) when delivered by messenger or by reputable national overnight courier service, or (ii) three (3) business days after mailing when mailed by certified or registered mail (return receipt requested), with postage prepaid and addressed to the parties at their respective addresses shown below or at such other address as any party may specify by written notice to the other party:

Attachment: Amherst HCA (RES-2022-910 : Approve Host Community Agreement with Amherst Community Solar LLC - CRS #3581)

(a) If to the Company: Amherst Community Solar LLC
Attn: Gayl Weinmann, Esq
33 Boston Post Road West, Suite 220
Marlborough, MA 01752

(b) If to the Town: Town of Amherst Municipal Building (Town Hall)
Attn: Supervisor
5583 Main Street
Williamsville, NY 14221

Town of Amherst Municipal Building (Town Hall)
Attn: Town Attorney
5583 Main Street
Williamsville, NY 14221

Either party may change the name(s) and or address (es) to which notice is to be addressed by giving the other party notice in the manner herein set forth.

4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall deemed to be original but all of which shall constitute one and the same instrument.

5. Amendment. This Agreement may not be amended, changed, modified or altered except in writing executed by the parties hereto.

6. Applicable Law. This Agreement shall be governed exclusively by the applicable laws of the State of New York.

7. No Waiver. In the event any agreement herein is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

8. Binding Effect. This Agreement shall inure to and be binding upon the parties and their respective successors and assigns.

9. Complete Agreement. Unless supplemented or otherwise amended in writing by the Company and the Town in accordance with the laws of the State of New York, this Agreement constitutes the parties, entire agreement with respect to the subject set forth herein, and no other agreements, written or unwritten, implied or express, will be deemed effective.

10. Authorization. By proper action of the Town Board, the Supervisor is authorized to execute this Agreement on behalf of the Town.

[SIGNATURE PAGE FOLLOWS]

Attachment: Amherst HCA (RES-2022-910 : Approve Host Community Agreement with Amherst Community Solar LLC - CRS #3581)

IN WITNESS THEREOF, the parties have executed this Agreement as of the date first written above.

AMHERST COMMUNITY SOLAR LLC
By: Catalyze Ruby 2021 Solar Portfolio, LLC, its sole member
By: Catalyze Holdings, LLC, its sole member
BY: _____
NAME: James Geshwiler
DATE: August 30, 2022

TOWN OF AMHERST, NY
BY: _____
NAME: BRIAN J. KULPA, Town Supervisor
DATE: _____

Attachment: Amherst HCA (RES-2022-910 : Approve Host Community Agreement with Amherst Community Solar LLC - CRS #3581)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26438 **RESOLUTION 2022-911** **ADOPTED**

2022-2027 CIP Amendment - Mathewson/McCarthy Ballfield Lighting Improvements CIP Project No. YR-17A

The Engineering Department is recommending amendment of the 2022-2027 CIP for above project in the amount shown in the table below. This amendment will allocate adequate funding for this project which is currently underfunded due to supply-chain related materials cost increases.

CIP No.	Project Description	2022 Bond Allocation	Amend To
YR-17A	Mathewson / McCarthy Ballfield Lighting Improvements	$ 525,000 LA	$ 650,000 LA

LA = General Fund Bond

Please approve this amendment to the 2022-2027 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 2022 in an effort to achieve budget neutrality associated with this request.

9/19/2022
Consent

FINANCIAL IMPACT:

Increase of $125,000.00

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: 09/19/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26439 **RESOLUTION 2022-912** **ADOPTED**

2022-2027 CIP Amendment - Recreation Complex Improvements CIP Project No. YR-9A

The Engineering Department is recommending amendment of the 2022-2027 CIP for above project in the amount shown in the table below. This amendment will allocate adequate funding for this project which is currently underfunded due to supply-chain related materials cost increases.

CIP No.	Project Description	2022 Bond Allocation	Amend To
YR-9A	Recreation Complex Improvements	$ 1,300,000 LA	$ 2,020,000 LA

LA = General Fund Bond

Please approve this amendment to the 2022-2027 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 2022 in an effort to attempt to achieve budget neutrality associated with this request.

9/19/2022
Consent

FINANCIAL IMPACT:

Increase of $720,000.00

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: 09/19/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26440 **RESOLUTION 2022-913** **ADOPTED**

Payment Authorization for Purchase of Calcium Nitrate PVS-CDI Chemicals, Inc.

The Engineering Department, WPCF division is requesting that the Town Board authorize the Comptroller's Office to pay invoices #0604474-IN & #0604186-IN for Calcium Nitrate and freight charges in the amounts of $10,210.68 and $1,295.50, respectively. These purchases were necessary because PVS-CDI Chemicals, Inc., the awarded vendor for CRS-CMS 1024-1406, TOA Bid 2018029 Calcium Nitrate, would not honor the contract pricing due to significant cost of business price increases and the WPCF required the chemical to run the Plant. A new 6-month bid (CRS#3555, Bid #2022023) was awarded under RES-2022-856 on 9/6/22.

Funds for this request will be available in G9916-4800.

Thank you for considering this request.

9/19/2022
Consent

FINANCIAL IMPACT:

G9916-4800; $11,506.18

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

PVS - CDI CHEMICALS, INC.
80 METCALFE STREET
BUFFALO, NEW YORK 14206
PHONE: (716) 856-2300
FAX: (716) 856-7115

Invoice

Customer Number: AMHE1
Invoice Number: 0604474-IN

RECEIVED SEP 01 2022

SOLD TO:

Town of Amherst
455 Tonawanda Creek Road
Waste Water Treatment
Buffalo, NY 14228

SHIP TO:

Town of Amherst
455 Tonawanda Creek Road
Waste Water Treatment
Buffalo, NY 14228

INVOICE DATE	SHIP VIA	F.O.B.	TERMS
8/31/2022			Net 30 Days

PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR ORDER NUMBER
22210507	8/23/2022	Tyler Russell	0604076

QTY ORDERED	QTY SHIPPED	QTY B.O.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	3,012.00	0.00	CALCNITRATEB	CALCIUM NITRATE, BULK 1 GAL BULK	3.390	10,210.68

PRICES SUBJECT TO CHANGE WITHOUT NOTICE - 1.5% SERVICE CHARGE AFTER 30 DAYS
To remit via ACH - please contact Susan Spencer at sspencer@cdibuffalo.com for our information.

CONTAINERS EXTRA AND PAYABLE WITH INVOICE.
CREDIT MEMO SENT IF CONTAINERS RETURNED IN GOOD CONDITION WITHIN SIX MONTHS.
FUEL SURCHARGES APPLY.

Net Invoice:	10,210.68
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	**10,210.68**

Thank You

Attachment: PVS-CDI Invoices (RES-2022-913 : Payment Authorization for Purchase of Calcium Nitrate)

PVS - CDI CHEMICALS, INC.
80 METCALFE STREET
BUFFALO, NEW YORK 14206
PHONE: (716) 856-2300
FAX: (716) 856-7115

Invoice

Customer Number: AMHE1
Invoice Number: 0604186-IN

SOLD TO:

Town of Amherst
455 Tonawanda Creek Road
Waste Water Treatment
Buffalo, NY 14228

SHIP TO:

Town of Amherst
455 Tonawanda Creek Road
Waste Water Treatment
Buffalo, NY 14228

INVOICE DATE	SHIP VIA	F.O.B.	TERMS
8/17/2022			Net 30 Days

PURCHASE ORDER NUMBER	ORDER DATE	SALESPERSON	OUR ORDER NUMBER
VERBAL		Tyler Russell	

QTY ORDERED	QTY SHIPPED	QTY B.O.	ITEM NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT

Invoice 600773 - Original freight charge $1,125.00
Invoice 602176 - Original fregith charge $1,466.00
50% discount on both freight charges per Tyler Russell.
This invoice replaces the freight charged on inv.600773 & 602176.

PRICES SUBJECT TO CHANGE WITHOUT NOTICE - 1.5% SERVICE CHARGE AFTER 30 DAYS
To remit via ACH - please contact Susan Spencer at sspencer@cdlbuffalo.com for our Information.

CONTAINERS EXTRA AND PAYABLE WITH INVOICE.
CREDIT MEMO SENT IF CONTAINERS RETURNED IN GOOD CONDITION WITHIN SIX MONTHS.
FUEL SURCHARGES APPLY.

Net Invoice:	0.00
Less Discount:	0.00
Freight:	1,295.50
Sales Tax:	0.00
Invoice Total:	**1,295.50**

Thank You

Attachment: PVS-CDI Invoices (RES-2022-913 : Payment Authorization for Purchase of Calcium Nitrate)

Dean, Tom

From: Burroughs, Jeffrey
Sent: Tuesday, August 23, 2022 11:36 AM
To: Dean, Tom; Juul, Lynda
Subject: RE: Calcium Nitrate Order

Yes, go ahead.

We are just getting tb approval to pay.

Jeffrey S Burroughs, PE
Town Engineer
Town of Amherst Engineering Department
1100 North Forest Road
(P) (716) 631-7154 x 7418

From: Dean, Tom <TDean@amherst.ny.us>
Sent: Tuesday, August 23, 2022 6:10 AM
To: Juul, Lynda <ljuul@amherst.ny.us>
Cc: Burroughs, Jeffrey <jburroughs@amherst.ny.us>
Subject: Calcium Nitrate Order
Importance: High

Hello Lynda,

I'm reaching out to see if you are acceptable to me placing an order for 3,000 gallons of Calcium Nitrate at the rate of $3.39/gal with Chemical Distributors? If so, would you also recommend the emergency purchase route or can we just obtain TB approval to pay when invoiced?

Best regards!
Tom

Tom Dean
General Crew Chief - Purchasing
Town of Amherst WPCF
455 Tonawanda Creek Road
Amherst, NY 14228
716.691.9771 ext. 8041
tdean@amherst.ny.us

Attachment: PVS-CDI Invoices (RES-2022-913 : Payment Authorization for Purchase of Calcium Nitrate)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26441 **RESOLUTION 2022-914** **ADOPTED**

WPCF Process Water Pump Improvements - Change Order No. 3 Quackenbush Co., Inc. CRS No. 3583

We are requesting the Town Board approve the above referenced Change Order, which calls for a $12,628.26 increase in the contract price, and a time extension in order to complete this work. The contract completion date of August 31, 2021 will be extended to December 23, 2022. The project's revised contract price will be $277,830.32. This Change Order will cover the costs associated with the Contractor cutting an existing pipe, and then installing a new 18-inch ductile iron spool. It was determined after a lengthy evaluation that the leak on the new 18-inch gate valve was due to an existing flange that had corroded. This item was unknown at the time of bidding, and is necessary for a fully operational process water pump system.

Funding for this request is available from account KP1725-4972.

Pending successful completion of the contract approval procedure, may we have your approval to award Quackenbush Co., Inc. the above referenced Change Order? Thank you for considering this request.

9/19/2022
Consent

FINANCIAL IMPACT:

KP1725-4972; $12,628.26

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: **# 3**

DATE: 9-8-22

WPCF: Process Water Pump Improvements – General Contract

Project No. **2018.002I**

TO CONTRACTOR: *(Name and address)*

Quackenbush Co., Inc.
495 Kennedy Road
Buffalo, NY 14227

The Contract is changed as follows:

(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Patch Existing Leaking Flange.

2. Cut Existing Pipe and Install new 18" Ductile Iron Spool.

3. Requesting that the project substantial completion date of August 31, 2021 be extended to December 23, 2022.

All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 245,000.00
The net change by previously authorized Change Orders	$ 20,202.06
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 265,202.06
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~) (~~unchanged~~) by this Change Order in the amount of	$ 12,628.26
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 277,830.32
The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by	(479) days
The date of Substantial Completion as of the date of this Change Order therefore is	December 23, 2022

(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*)
GHD Consulting Services Inc.	Quackenbush Co., Inc.	Town of Amherst
285 Delaware Ave, Suite 500 Buffalo, NY 14202	495 Kennedy Road Buffalo, NY 14227	5583 Main Street Williamsville, NY 14221
ADDRESS	ADDRESS	ADDRESS
BY (*Signature*)	BY (*Signature*)	BY (*Signature*)
(*Typed name*)	(*Typed name*)	Brian J. Kulpa (*Typed name*)
DATE	DATE	DATE

Attachment: Change Order #3 Form - Quackenbush (#2018.002I) (RES-2022-914 : WPCF Process Water Pump Improvements - Change Order

QUACKENBUSH CO., INC.
MECHANICAL CONTRACTORS

CONTRACTOR PROPOSAL

Description: **18" Spool Replacement**

Sub Job Number **8005**

Contractor Name:	Quackenbush Co., Inc.	Date:	9/8/2022
Address:	495 Kennedy Road	Project Name:	Amherst WWTP
	Buffalo, New York 14227		Pump Replacement
Telephone No.:	(716) 894-4355		

			NOTES
SECTION A: CONTRACTOR WORK			
1. Total Contractor Labor		$ 3,263.74	
2. Total Contractor Material + 10%		$ 9,364.52	
3. Total Contractor Equipment		$ -	
4. Total Unit Price Costs			
5. SUBTOTAL	(Total lines 1 thru 4)	$ 12,628.26	
6. Contractor's Override Combined O & P (0%)	(0% of line 5)		
7. Total Premium Portion of Contractor Labor			
8. CONTRACTOR TOTAL	(Total lines 5, 6 & 7) **8.**	**$ 12,628.26**	
SECTION B: SUBCONTRACTOR WORK	(See attached backup for Subsontractor pricing.)		
9. Names of Subcontractors:			
A.			
B.			
C.			
D.			
10. TOTAL SUBCONTRACTOR PROPOSALS	(Total lines A thru F)	$ -	
11. Contractor's Override on Subs' Proposals:			
11a. 5%			*5%, Per Contract*
12. Total Premium Portion of Subcontractor Labor			
13. SUBCONTRACTOR TOTAL	**13.**	**$ -**	
SECTION C: 14. TOTAL CONTRACT UNIT PRICE(S)	**14.**	$	
SECTION D: CONTRACTOR'S REQUESTED TOTAL			
15. SUBTOTAL	(Total lines 8, 13, and 14) **15.**	$ 12,628.26	
16. Bond	**16.**		
17. Amount Requested	(Total lines 15 and 16) **17.**	**$ 12,628.26**	

Contractor's Signature — Date: 9/8/2022

Michael Schaumloeffel
Print Name of Authorized Representative

Project Manager
Print Title

Print name of Contact Person (if different)

Phone No. (if different from above)

SECTION E: PROJECT COORDINATOR'S COMMENTS:

REV: 5/31/2013

Attachment: Quackenbush CO#3 Proposal (#2018.002I) 9-8-22 (RES-2022-914 : WPCF Process Water Pump Improvements - Change Order No.

QUACKENBUSH CO., INC.
MECHANICAL CONTRACTORS

LABOR AND MATERIAL WORKSHEET

Proposal No. **8005**

Contractor Name:	Quackenbush Co., Inc.	Date:	9/8/2022
Address:	495 Kennedy Road	Project Name:	Amherst WWTP
	Buffalo, New York 14227		Pump Replacement
Telephone No.:	(716) 894-4355		

LABOR

	Trade	Hours	Total Rate	Total Labor Cost	NOTES
					9364.52
Patch Existing Leaking Flange	PF (Foreman)	3	$ 97.14	$ 291.42	Labor Rate of 80.95 + 10% Overhead & 10% Ptofit
Cut Existing Pipe and Install new Ductile Iron Spool	PF (Foreman)	16	$ 97.14	$ 1,554.24	Labor Rate of 80.95 + 10% Overhead & 10% Ptofit
Cut Existing Pipe and Install new Ductile Iron Spool	PF (Journeyman)	16	$ 88.63	$ 1,418.08	Labor Rate of 73.86 + 10% Overhead & 10% Ptofit
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
TOTAL LABOR				$ 3,263.74	

MATERIAL / EQUIPMENT RENTAL

Material Description	Quantity	Unit	Unit Cost	Material Cost	
Scaffolding Rental (1st Month,Delivery,Take-Down & Setup)	1	1	$ 4,168.00	$ 4,168.00	
Scaffolding Rental (12 weeks @ $80/week)	1	1	$ 960.00	$ 960.00	
New Materials	1	1	$ 3,385.20	$ 3,385.20	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
				$ -	
(Total from additional Material Worksheet Extension(s) if required)					
TOTAL MATERIAL				$ 8,513.20	

REV: 5/31/2013

Attachment: Quackenbush CO#3 Proposal (#2018.002I) 9-8-22 (RES-2022-914 : WPCF Process Water Pump Improvements - Change Order No.

PRICE QUOTE

LOCK CITY SUPPLY INC.
A CORE & MAIN BRAND
650 WEST AVE, PO BOX 481
LOCKPORT, NY 14095

Phone 716-625-866
Fax 716-434-029

Quoted

QUACKENBUSH CO INC
495 KENNEDY ROAD
BUFFALO NY 14227
Tel:716-894-4355 Fax:716-893-1992

Ship To

SAME

Quote #	Quote Date	Exp Date	Customer #	Customer P/O #	Ship Via	Writer
042021	05/28/2022	06/27/2022	0000389			BK

Job ID	Customer Terms	Salesman
AMHERST WWTP	1-1/2% 15 DAYS, NET 30	WILLIAM R LANIGHAN

Product	Description	UM	Quant	Unit Price	Disc%	Extensior
Reference 1 REVISED 06/20/22						
Reference 2						
Reference 3						
FF5035	18 FLG TYTE GASKET	EA	2	45.2100	NET	90.42
FF2970	18 X 2'-0" FXF DIP C/L	EA	1	2038.4000	NET	2038.40
EB0480	18 2118 MEGA FLANGE ADAPTER	EA	1	1256.3824	NET	1256.38
	**********					
	THE PRICES INCLUDE FREIGHT					
	TO AMHERST N.Y.					
	.					
	THERE IS AN 8 WEEK LEAD TIME					
	FOR MATERIALS.					
	**********					

X: _____
(Accepted by)

Sub Total	$3,385.20
Tax Amount	$0.00
Total	**$3,385.20**

MESSAGE

TERMS

Attachment: Quackenbush CO#3 Proposal (#2018.002I) 9-8-22 (RES-2022-914 : WPCF Process Water Pump Improvements - Change Order No.

Safespan Scaffolding, LLC.
252 Fillmore Avenue
Tonawanda, New York 14150-2408
Tel: (716) 694-1100 – Fax: (716) 694-1188
www.safespan.com

PROPOSAL

JOB NUMBER	JOB NAME	DATE
	Amherst Water Authority, Valve Access	4/1/22

CUSTOMER	JOB SITE CONTACT
Quackenbush Co., Inc.	
CONTACT	**PERSON AUTHORIZED TO REQUEST CHANGE ORDERS**
Mike Schaumloeffel	
ADDRESS	**JOB SITE ADDRESS**
495 Kennedy Road	455 Tonawanda Creek Road
Buffalo, NY 14227	Buffalo, NY

PHONE	FAX	PHONE	FAX
(716) 367-2112			

CONTRACT PRICE $ 4,168.00 INCLUDING 4 weeks EQUIPMENT RENTAL

EXTENDED EQUIPMENT RENTAL $ 80.00 PER WEEK

THIS QUOTATION IS VALID FOR 30 DAYS

SPECIAL TERMS AND CONDITIONS AND DESCRIPTION OF WORK.

Safespan will install and remove its Modular System Scaffold to afford safe access to the valve. Safespan will erect one scaffold tower measuring 8’ X 10’ X 11’ High. All OSHA required guard rail and toe board is included. Access to deck level will be via an attached scaffold ladder with swing gated entry.

Conditions:
All work to be completed during normal working hours, Monday through Friday. Site Forklift, and Sales Tax is not included in contract price.

I HAVE READ THE REVERSE SIDE OF THIS CONTRACT AND AGREE TO THE TERMS AND CONDITIONS STATED HEREIN

BY (Safespan Scaffolding LLC.)	DATE	ACCEPTED	DATE
Ryan Anderson	4/1/22		
TITLE		**TITLE**	
Estimator			

Attachment: Quackenbush CO#3 Proposal (#2018.002I) 9-8-22 (RES-2022-914 : WPCF Process Water Pump Improvements - Change Order No.

SAFESPAN SCAFFOLDING LLC.

The Proposal contained on the reverse side of this document is subject to the following Terms and Conditions:

1. **Price Definition** - Unless otherwise specified in this proposal, the price quoted above includes all labor required to erect and dismantle Equipment, all rental charges for the duration specified and the freight charges to and from the job.
2. **Ground Conditions** - SAFESPAN is not responsible for excavation or ground fill. CUSTOMER, or its representative, is to ensure that the ground is reasonably level, clear from obstruction and capable of withstanding the total load to be imposed by the Equipment and the people and materials thereon.
3. **Change Orders** - Changes affecting the design of the Equipment or execution of work can affect pricing. Change orders, signed by the CUSTOMER must accompany any requests for additional Equipment or for changes in the scope of work.
4. **Alterations or Damage** - SAFESPAN is not responsible for damage to Equipment or for rework caused by alterations by other than SAFESPAN. CUSTOMER agrees that there shall be no modification or alteration to the scaffold erected by SAFESPAN. In the event CUSTOMER, Owner, General Contractor, a subcontractor or any third party modifies or alters the scaffold, in whole or in part, (including any planks thereon) CUSTOMER shall indemnify and hold SAFESPAN harmless from any and all actions, claims, litigation, costs, damages, liability and expenses, including attorney fees, which may arise out of, directly or indirectly, or be related to such injury, death or damage caused by such modification or alteration.
5. **Work Interruptions** - Prices for erection and dismantling are based on SAFESPAN's crew working without interruption until the work is completed. Should our crews be interrupted, or requested to do additional work, additional charges may apply. In the event of a delay caused by others, our completion schedule may be subject to revision.
6. **Ready-For-Use** - SAFESPAN will notify the CUSTOMER when the Equipment or any portion of the Equipment is ready for use. The CUSTOMER agrees not to use or allow any other person to use the Equipment or any portion of the Equipment until receiving ready-for-use notification from SAFESPAN.
7. **Job-Site Storage** - A job-site Equipment storage area will be provided at no charge for SAFESPAN'S use.
8. **Work Schedule** - The CUSTOMER will provide SAFESPAN with a job schedule which includes reasonable lead-times and durations for starting and completing all phases of work required under this Contract.
9. **Lead Time** - Unless otherwise specified, SAFESPAN will require two weeks lead time after receipt of your purchase order to ensure product availability.
10. **Progress Billing** - Progress billings may be issued during Equipment erection and dismantling.
11. **Payment Terms** - Net 10 days from date of invoice. A service charge of 1-1/2% per month or the maximum rate allowed by law, whichever is lesser, shall be charged on all overdue accounts. Safespan may accelerate payment or performance, require collateral or additional collateral as SAFESPAN deems to be appropriate as payment or the prospect thereof has exceeded the payment terms of this agreement.
12. **Equipment Loss or Damage** - The CUSTOMER will be responsible for loss, theft or damage of SAFESPAN Equipment. In the event of damage, loss, modification or destruction of the Equipment, whether or not such event is the fault of the CUSTOMER, CUSTOMER shall pay to SAFESPAN a sum equal to SAFESPAN's current list price for any and all such Equipment. Damaged Equipment shall remain the property of SAFESPAN.
13. **Contaminated Equipment** - The CUSTOMER agrees to fully decontaminate all Equipment exposed to asbestos, radiation, toxic or hazardous substances or any other material that would preclude its further use by SAFESPAN. In the event the Equipment is contaminated by asbestos, radiation, toxic or hazardous substances, CUSTOMER agrees to pay the costs associated with or incurred pursuant to any decontamination and cleanup charges, or for the value of the Equipment if it cannot be decontaminated. If the Equipment is not decontaminated when it is returned to SAFESPAN, then, such Equipment will be returned to CUSTOMER, and CUSTOMER agrees to pay SAFESPAN a sum equal to SAFESPAN's current list price plus handling charges, for any and all such Equipment.
14. **Additional Charges** - Taxes, fees, licenses and permits are not included in the quoted price. SAFESPAN reserves the right to review and reject any exemption certificate provided by the CUSTOMER that is not applicable or is provided after 90 days of SAFESPAN's commencement of services.
15. **Construction Standards** - SAFESPAN will provide and erect scaffolding as described in this Agreement in accordance with all OSHA regulations. Upgrades from these standards may constitute an extra charge.
16. **Credit Approval** - This proposal is contingent on approval of the CUSTOMER's credit.
17. **Rental Period** - Standard rental rates are based on a 28 calendar day (4 week) month. Rental period will cease upon CUSTOMERS instruction with prior written notice. Acceptable methods: Facsimile (716.694.1188) or E-mail (offrent@safespan.com).
18. **Rental Rate** - The Equipment will be billed at the rental rates quoted herein, plus applicable state and local taxes. Rental rates will be prorated on a weekly basis after the initial rental period.
19. **Ownership of Equipment** - The Equipment shall at all times remain and be the sole and exclusive property of SAFESPAN. CUSTOMER shall have only the right to use it under the terms and conditions herein. The Equipment shall not be transferred, leased or used by any person other than CUSTOMER.
20. **Termination** - The Agreement ends when Equipment is returned to SAFESPAN c purchased by the CUSTOMER. In the event of shortages, the Agreement sha terminate as to such Equipment when the CUSTOMER has notified SAFESPAN of th shortage and paid for such shortage. In the event the CUSTOMER fails to pay th rent when due, or breaches any of the terms or conditions contained herein, c becomes insolvent, or has any proceedings in bankruptcy or receivership instituted b or against it, SAFESPAN shall have the right, without notice, to terminate thi Agreement. In such event CUSTOMER shall forthwith deliver the Equipment t SAFESPAN in good order and condition, ordinary wear and tear caused b reasonable and proper use excepted. Should CUSTOMER fail to immediately delive such Equipment, SAFESPAN has the right to repossess the Equipment. CUSTOMEI hereby agrees to indemnify and hold SAFESPAN and its agents harmless from a claims by CUSTOMER or any other person arising out of or on account of an repossession.
21. **Use of Equipment** - The Equipment will not be removed from the premises of the jo address shown on the reverse side hereof unless otherwise agreed to in writing by th parties hereto. CUSTOMER will maintain and use the Equipment in a safe and prope manner and in conformity with the applicable Safety Guidelines and all laws an ordinances pertaining thereto.
22. **Access to Equipment** - At SAFESPAN's sole option, and without any obligation on it part, SAFESPAN shall at all times have the right to free access to the Equipment fc the purposes of inspecting it and observing its use or operation or determining th nature and extent of its use.
23. **Warranties** - SAFESPAN make no warranties, either express or implied, and mak no warranty of merchantability or fitness for any particular purpose.
24. **Indemnification and Insurance** - **a.)** During the installation and dismantlement c scaffolding system, Safespan shall be responsible for damage or personal injury caused t customer during working hours by the negligence of SAFESPAN's employees at the projec location. At all other times the insurance and provisions referenced in the sample certificat attached as part of this agreement shall apply. All conditions referenced must be met an Certificates acceptable to Safespan must be provided prior to commencement of worl Safespan reserves the right to review and accept or reject any insurance certificate if deeme necessary. **b.)** The CUSTOMER agrees to indemnify and hold harmless SAFESPAN agains any claims for damage to property or injury to persons unrelated to SAFESPAN caused b the negligence or misuse of the equipment by the CUSTOMER during its intended use and i no way attributable to the negligence or other failure of SAFESPAN. **c.)** If the CUSTOMEI shall require the use of fall arrest equipment by SAFESPAN's employees, its agents c subcontractor, CUSTOMER hereby agrees to indemnify and hold harmless SAFESPAN fror any and all actions, claims, litigation, costs, damages, liability and expenses, includin attorney fees, which may arise out of, directly or indirectly, or be related to such injury, deat or damage caused by the failure of the fall arrest equipment, any scaffold component c scaffold to tip over or collapse, which may result in injury, death or damage caused in part b the attachment of fall arrest equipment to the scaffold or any scaffold component. **d.)** Th CUSTOMER assumes towards Safespan all obligations and responsibilities that SAFESPAI assumes toward the Owner and General Contractor as set forth in any conditions drawings specifications, addenda thereto and other documents hereinabove referred to insofar a applicable, generally or specifically, to the materials to be furnished and the work performe under this agreement.
25. **Attorney's Fees** - The CUSTOMER shall indemnify SAFESPAN against, and save harmless from any and all loss, damage, costs, expenses and attorney's fees suffere or incurred on account of any breach of the aforesaid obligations and covenants, an any other provision or covenant of this Agreement. Any legal action commence related to this agreement shall be venued in the County of Erie, State of New York i State Supreme Court.
26. **Accident Notification** - CUSTOMER agrees to notify SAFESPAN immediately of an accident involving the Equipment and of any accident causing injury, death or propert damage. CUSTOMER understands that time is of the essence after an accident t promptly investigate, and isolate the physical evidence (including the taking c photographs and other measures to prevent the spoliation of physical evidence) an will unconditionally cooperate with SAFESPAN to contain the extent of damage resulting from such accident. CUSTOMER is deemed to have knowledge of th incident from the time that the CUSTOMER, it's employee's agents an representatives, including the owner (if different from the CUSTOMER) any contracto subcontractor, suppliers or vendors who report to the CUSTOMER learn of th accident or incident.
27. **Acceptance** - Written acceptance, use or retention of the Equipment, or payment c rental shall be conclusive evidence of CUSTOMER's agreement to be bound by th terms and conditions contained herein.
28. **Entire Agreement** - This Agreement together with the Safety Guidelines, which ar hereby incorporated herein by reference, comprise the entire Agreement between th parties and it is acknowledged that there are no other understandings representations, warranties, promises, verbal or otherwise, pertaining to thi Agreement or to the Equipment, which are not fully incorporated herein expressly b reference or by a rider signed by the parties and attached hereto. CUSTOMEI agrees that SAFESPAN will not be required to sign or be obligated to comply with an contract.
29. **Delay -** SAFESPAN shall not be liable for any delay in or failure of performanc hereunder due to any contingency beyond its control, including act of God, wa mobilization, insurrection, rebellion, civil commotion, riot, act of extremist or publi enemy, sabotage, labor dispute, lockout, strike, job action, explosion, earthquake, fire flood, weather conditions, accident, drought, equipment failure (other than Equipmer leased under this Agreement), power failure, inability to obtain suitable or sufficier labor or material, delay of carrier, embargo, law, ordinance, rule or regulation, whethe valid or invalid, or other cause beyond its reasonable control. CUSTOMER shall b obligated to purchase at a later date that portion of the goods which SAFESPAN i unable to deliver because of any of the aforementioned causes beyond SAFESPAN' control if the goods are manufactured to fit the CUSTOMER's specifications and ar not of a size or grade which SAFESPAN ordinarily uses or manufactures.

Attachment: Quackenbush CO#3 Proposal (#2018.002I) 9-8-22 (RES-2022-914 : WPCF Process Water Pump Improvements - Change Order No.

SAFES-1 OP ID: KS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/03/14

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

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

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XYZ Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SAMPLE CERTIFICATE

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X	X	POLICY NUMBER	01/01/00	01/01/00	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 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	POLICY NUMBER	01/01/00	01/01/00	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	X	X	POLICY NUMBER	01/01/00	01/01/00	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	POLICY NUMBER	01/01/00	01/01/00	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	Equipment			POLICY NUMBER	01/01/00	01/01/00	Limit	In contract

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

Certificate Holder is named as an additional insured under General Liability, Automobile, Umbrella with regards to lease of equipment scheduled in contract, on a primary and noncontributory basis, including products and completed operations. Per Project Aggregate applies. Waiver of Subrogation in favor of Certificate Holder under General Liability/Auto/Umbrella/WC.

Certificate Holder is named as loss Payee under equipment coverage.

CERTIFICATE HOLDER

Safespan Scaffolding LLC
252 Fillmore Ave.
Tonawanda, NY 14150

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: Quackenbush CO#3 Proposal (#2018.002I) 9-8-22 (RES-2022-914 : WPCF Process Water Pump Improvements - Change Order No.

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26443 **RESOLUTION 2022-915** **ADOPTED**

Change Order No. 1 & Final – Elmer W. Davis, Inc. Rebid of Police Maint. Garage & Town Court Building Roof Restoration CRS No. 3588

We are requesting the Town Board consider approval of this resolution authorizing the Supervisor to sign the above referenced Change Order, which increases the overall contract amount by $19,000.00. Due to supply-chain related bidding delays, the condition of these roof sections has degraded since the project was scoped during the fall of 2021 and therefore, additional roof improvements need to be made to address areas of the roof that will likely further degrade and fail rapidly over the next few years. Addressing these conditions during the course of the contract work is efficient and cost effective as the contractor is already onsite and added mobilization costs are avoided. Please note that this request is contingent upon successful completion of the contract review procedure.

Funding is available for this change order from the project bond account KP2203.4972. Thank you for considering this request for approval of the above referenced change order.

9/19/2022
Consent

FINANCIAL IMPACT:

$19,000.00; KP2203-4972

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

AIA® Document G701™ – 2017

Change Order

PROJECT:	CONTRACT INFORMATION:	CHANGE ORDER INFORMATION:
Rebid of Police Maint. Garage & Court Building Roof Restoration Project #2018.026A	*Contract For: Town of Amherst*	Change Order Number: 1 & Final Date: 10/3/22
OWNER: *Town of Amherst*	**ENGINEER: N/A**	**CONTRACTOR: Elmer W. Davis, Inc.**

The Contract is changed as follows:

Additional roofing improvements that were not known at the time of bidding to include the following:

1. *Address tented roof membrane around 2 roof drains.....$1,250.00*
2. *Installation of additional corner cricketing to address existing ponding & bio growth.....$3,500.00*
3. *Re-adhere roofing membrane around 2 HVAC unit curbs.....$4,250.00*
4. *Additional upper roof parapet wall repairs (100 linear feet).....$10,000.00*

Total $19,000.00

The original Contract Sum was	$ 144,231.00
The net change by previously authorized Change Orders	$ 0
The Contract Sum prior to this Change Order was	$ 144,231.00
The Contract Sum will be **increased** by this Change Order in the amount of	$ 19,000.00
The new Contract Sum, including this Change Order, will be	$ 163,231.00
The SUBSTANTIAL COMPLETION Contract Time will be changed by	(0) days.

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

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

N/A ENGINEER	CONTRACTOR *(Elmer W. Davis, Inc.)*	OWNER *(Town of Amherst)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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

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Attachment: Elmer Davis Change Order Form (RES-2022-915 : Rebid of Police Maintenance Garage Roof Restoration - Change Order No. 1)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26444 **RESOLUTION 2022-916** **ADOPTED**

Purchase and Installation of Vinyl Flooring & Carpeting @ the Engineering Dept CRS No. 3580

The Engineering Department is seeking approval of the attached proposal for the purchase and installation of vinyl flooring and carpeting in the Engineering Dept. Office. The attached proposal from GP Flooring Solutions is in the amount of $67,872.44 and this proposal reflects pricing under the New York State Contract# PC67834.

Funds for this purchase are available in account KP1847-4972.

May we please have your approval for this purchase and installation? This request is pending the successful completion of the contract review procedure. Thank you for considering this request.

9/19/2022
Consent

FINANCIAL IMPACT:

KP1847-4972; $67,872.44

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

GP Flooring Solutions
Headquarters
32 Marway Circle
Gates, NY 14624

(800) 832-3550

Proposal

For:

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Job Site:

Town of Amherst / Dan Reilly
1100 N Forest Rd
Engineering Building - Mohawk
Williamsville, NY 14221
Contact: Daniel Reilly 716 510-2335

Proposal #	15453
Customer PO	
Contract #	PC69410
Date	9/7/2022
Sales Person	Tim Glassbroc
Designer	

Type		Quantity	Product Description	Color / Item Number	Price	
Carpet	Mat	257 SqYd	Mohawk Pure Genius Carpet (24x24) Doctor II - BT381 - 24 cases	999 Writer	$22.64	$5,81
	Lab	257 SqYd	Installation - Carpet Tile - Prevailing wage		$10.88	$2,79
Notes		PC69410				
Vinyl Resilient	Mat	3096 SqFt	Mohawk LVT- Living Local C2039 - 2.5MM - 20mil Wear Layer - 6"x48" - 86 cases	812 Tan Tone	$3.04	$9,41
	Lab	3096 SqFt	Installation of Luxury Vinyl Tile or Planks - Prevailing wage		$3.34	$10,34
Notes		PC69410				
Labor						
	Lab	2155 SqFt	Night / Saturday Labor - Add up to 40%		$1.22	$2,62
Notes		PC69410				
Labor						
	Lab	595 SqYd	Removal of Broadloom (direct glue down) - Prevailing wage		$5.94	$3,53
Notes		PC69410				
Labor	Mat	1 Each	GP Flooring provided Dumpster			
	Lab	595 SqYd	Carpet Disposal - Prevailing wage		$1.46	$86
Notes		PC69410				
Wall Base	Mat	1440 LnFt	Mohawk Rubber Cove base - CRW05 - 4" cove base - Lengths	Black-100	$0.75	$1,080
	Lab	1440 LnFt	Install Base, Std. 4-Inch Vinyl/Rubber Blend, Black/Brown - Prevaling wage		$3.24	$4,665
Notes		PC69410				
Adhesive	Mat	24 Each	M45C - wall base adhesive	Tube	$4.96	$119
Notes		PC69410				
Adhesive	Mat	4 Each	Mohawk Enpress Pressure Sensitive Adhesive	4 Gal	$96.94	$387
Notes		PC69410				
Adhesive	Mat	4 Each	Mohawk M95 - M95C		$137.88	$551
Notes		PC69410				
Accessories	Mat	32 Each	Schonox SL Patch 10 lb (GP)	10 lb		
	Lab	4670 SqFt	Floor Prep - Skim Coating to 1/8 Inch (Material and Labor)		$1.64	$7,658
Notes		PC69410				
Accessories	Mat	2 Each	OptiSeal - M003B		$134.40	$268.
Notes		PC69410				
Labor						
	Lab	479 SqYd	Conventional Furniture Moving (Medium)		$7.14	$3,420.
Notes		PC69410				

Attachment: Flooring Proposal (RES-2022-916 : Purchase and Installation of Vinyl Flooring & Carpeting @ the Engineering Dept)

Continuation For: Town of Amherst, Proposal # 15453

Type		Quantity	Product Description	Color / Item Number	Price	Total
Labor						
	Lab	256 SqYd	L I F T Systems / Carpet Tile Projects Only - Add		$20.64	$5,2 4
Notes	PC69410					
Transition	Mat	108 LnFt	Rubber Accessories - Transitions - CRA07 Black		$1.39	$1 2
	Lab	108 LnFt	Install Transition, Standard, Black/Brown/Gold/Silver		$3.28	$3 4
Notes	PC69410					
Unclassified	Mat	1 Each	Delivery			
	Lab	72 HR	Hourly Labor Rate for Services not Listed - Delivery/Staging/Handling/excessive furniture move/travel		$118.52	$8,5 4
Notes	PC69410					
Labor						
	Lab	15 Each	Travel			

Information

All pricing is per NYS Contract PC69410
Labor to be paid @ Erie County Prevailing wage
Project to tentatively start 9/26/22
Town of Amherst to move all personal or loose items - All electronics to be unplugged by Town of Amherst
Project is priced for 1 mobilization
1 skim coat is included - additional skim coats or heavy prep would be additional - Add $800 if additional bags & labor is needed to fill any holes in concrete
All staging of material to be on-site

Contract Total	$67,8 4
Sales Tax	
Grand Total	$67,8 4

Additional Conditions

NYS Flooring Contract - Mohawk: PC69410
Federal ID #16-6330058

Buyer _____ Date _____ Seller _____ Date _____

Attachment: Flooring Proposal (RES-2022-916 : Purchase and Installation of Vinyl Flooring & Carpeting @ the Engineering Dept)

Continuation For: Town of Amherst, Proposal # 15453

Type		Quantity	Product Description	Color / Item Number	Price	Total
Labor						
	Lab	256 SqYd	L I F T Systems / Carpet Tile Projects Only - Add		$20.64	$5,283
Notes	PC69410					
Transition	Mat	108 LnFt	Rubber Accessories - Transitions - CRA07 Black		$1.39	$150
	Lab	108 LnFt	Install Transition, Standard, Black/Brown/Gold/Silver		$3.28	$354
Notes	PC69410					
Unclassified	Mat	1 Each	Delivery			
	Lab	72 HR	Hourly Labor Rate for Services not Listed - Delivery/Staging/Handling/excessive furniture move/travel		$118.52	$8,533
Notes	PC69410					
Labor						
	Lab	15 Each	Travel			

Information

All pricing is per NYS Contract PC69410
Labor to be paid @ Erie County Prevailing wage
Project to tentatively start 9/26/22
Town of Amherst to move all personal or loose items - All electronics to be unplugged by Town of Amherst
Project is priced for 1 mobilization
1 skim coat is included - additional skim coats or heavy prep would be additional - Add $800 if additional bags & labor is needed to fill any holes in concrete
All staging of material to be on-site

	To
Contract Total	$67,872.
Sales Tax	
Grand Total	$67,872.

Additional Conditions

NYS Flooring Contract - Mohawk: PC69410
Federal ID #16-6330058

Buyer _____ Date _____ Seller _____ Date _____

Attachment: Flooring Proposal (RES-2022-916 : Purchase and Installation of Vinyl Flooring & Carpeting @ the Engineering Dept)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26445 **RESOLUTION 2022-917** **ADOPTED**

Award of Bid - Smart Signal Implementation Phase 2 Northeast Signal, Inc.

On September 8, 2022, a single bid was received for the above referenced project. This project will install Miovision Equipment at the remaining thirty-one (31) Town-owned signals whereby completing an entire network of smart signals. After review of the bid received (tabulation attached), and information pertaining to the qualifications and experience of the bidders, we recommend the contract be awarded to Northeast Signal, Inc., 101 W. Main Street, Elbridge, NY, 13060 at their low base bid amount of $675,875.67.

Funding is available from the project bond accounts KP2010-4972, KP2107-4972, and KP2233-4972 according to the following allocations:

KP2010-4972: $320,932.00
KP2107-4972: $298,500.00
KP2233-4972: $ 56,443.67
Total: $675,875.67

Thank you for considering this request.

9/19/2022
Consent

FINANCIAL IMPACT:

KP2010-4972: $320,932.00

KP2107-4972: $298,500.00

KP2233-4972: $ 56,443.67

Total: $675,875.67

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

Rebid of Smart Signal Implementation in the Town of Amherst, NY

TOA Job #2019.052A

Proposal Tabulation

Bid Date: September 8, 2022

Time: 12:00 Noon

#	Firm	Base Bid	Alt Bid	Bid Security
1	Northeast Signal Inc.	$675,875.67	$122,540.00	Yes

Attachment: Bid Tabulation, Smart Signals Phase 2, Final (RES-2022-917 : Award of Bid - Smart Signal Implementation Phase 2)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26447 **RESOLUTION 2022-918** **WITHDRAWN**

WPCF Building #7 Vertical Turbine Pump #2 Rebuild - Change Order 2 CRS No. 3595

We are requesting the Town Board approve the above referenced Change Order No. 2, which calls for a rebuild of the Vertical Turbine Pump #1 electric motor. As the work involving the rehabilitation of Vertical Turbine Pump #2 (and motor) was proceeding in the pump station, similar conditions mechanical conditions were found with the electric motor driving pump VTP #1. The cost of this change order is $23,662.07.

May we have your approval to award to Corrosion Products and Equipment, Inc. the above referenced Change Order? Funding is available from account KP 2030-4972. This request is pending the successful completion of the contract review process. Thank you for considering this request.

FINANCIAL IMPACT:

$23,662.07; KP2030-4972

RESULT: WITHDRAWN

SERVICE SYSTEMS SOLUTIONS

August 24, 2022

Amherst WWTP Re: Peerless Vertical Turbine Pump Motor
Richard Rink

Mr. Rink,
Please consider the following work required to bring the motor and ratchet into good operating condition. Price below assumes nothing unusual is observed after removal and disassembly.

CPE to remove motor. Motor to be loaded by Amherst personnel.

Pick up the motor at Amherst WWTP. Disassemble, test and inspect the motor. Steam clean and oven dry all components. Resin-treat the stator windings. Bead blast and re-inspect components as required. Furnish and install replacement rolling elements for the non-reverse ratchet. Dress ratchet surfaces and apply a light coating of oil to mitigate oxidation. Dynamically balance the rotor and bearing carrier to a precision standard. Furnish and install upper thrust and lower guide bearings, using Mobil Polyrex EM grease for the lower guide bearing. Add grease fitting and spring-loaded grease relief to facilitate re-lubrication of the lower guide bearing. Reassemble the motor and perform final electrical testing. Test run the motor unloaded and perform vibration analysis. Paint the motor and perform quality control inspection.

CPE to re-install motor.

Further details/test results are available upon request.
Delivery 4-7 weeks including install.

Labor 181 hours x $105 = $19,005
Material $4233.70 x 1.1 = $4,657.07

Please call with any questions or concerns.

Sincerely,

Robert Metz

315-727-4790

Cc: Pat Occhiuto, Bill Cox

Attachment: second motor quote (RES-2022-918 : WPCF Building #7 Vertical Turbine Pump #2 Rebuild - Change Order 2)

SERVICE SYSTEMS SOLUTIONS

STANDARD TERMS AND CONDITIONS OF SALE

1. Entire Agreement. These Terms and Conditions of Sale (which include any purchase order or other document(s) attached hereto or referencing these Terms and Conditions of Sale) (the "terms") constitute the entire, complete, and exclusive agreement between the parties with respect to goods and/or services (a "deliverable" or the "deliverables") provided to Buyer by CPE as specified in these terms. If these terms are different from, or contain terms and conditions in addition to, Buyer's purchase order or any other document provided by Buyer (including any modifications thereto), CPE expressly rejects such different or additional terms in Buyer's document, and CPE's provision of the deliverables is expressly conditioned upon Buyer's acceptance of these terms. Notwithstanding any other acts or omissions of the parties, Buyer's acceptance of a deliverable constitutes Buyer's acceptance of all of these terms.

2. Acceptance/Delivery. No order or other request for deliverables will be binding upon CPE unless accepted in writing by CPE. Delivery is F.O.B. shipping point. Buyer assumes full responsibility for deliverables upon CPE's delivery to Buyer's carrier at shipping facility, including proper arrangement and security for transport. Any dates quoted for delivery are approximate only. In the event of CPE's inability for any reason to supply the total demand for deliverables, CPE may allocate its available supply among any or all purchasers, as well as departments and divisions of the CPE, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.

3. Services. CPE will provide such services as may be specifically described in these terms, but shall have no obligation to provide any services unless agreed to by CPE in writing. Services are not provided as work-for-hire and CPE retains on an exclusive basis all rights to any intellectual property developed, delivered and/or used in providing services.

4. Price. The price for deliverables is specified in these terms. The price is exclusive of taxes and shipping related costs and is payable only in U.S. currency. Price, delivery terms, availability of deliverables and descriptions and specifications of deliverables is subject to change without notice. Buyer shall reimburse CPE for all taxes, shipping related costs or other charges which CPE may be required to pay upon the sale, transportation or use of the deliverables. The opening and maintenance of a credit account with CPE is subject to Buyer providing satisfactory references and observing all of the terms on which credit is given, including CPE's Credit Policy. CPE reserves the right to refuse to extend credit at any time and for any reason. Any discounts, rebates, warranties, or similar allowances given by CPE for the deliverables are expressly conditioned upon full and timely payment.

5. Payment. At CPE's option, the price and any applicable taxes, shipping related costs or other charges is due and payable on or before delivery, or if invoiced by CPE, due and payable thirty (30) days after the date of invoice. If Buyer fails to make payment when due, in addition to CPE's other rights and remedies, Buyer shall (i) pay CPE a late charge equal to the lesser of 1.5% or the highest lawful amount which may be charged to Buyer, per month and/or part of a month on the remaining unpaid balance due to CPE; and (ii) pay all expenses of collection of amounts due CPE from Buyer, including reasonable attorneys' fees. Buyer shall not be entitled to make any deductions or set off of any amounts (including those for alleged damages) against payments due to CPE hereunder.

6. Security Interest. Buyer grants CPE a purchase money security interest in all deliverables, including the proceeds, products thereof, additions and accessions thereto and replacements and substitutions therefor, with all rights and remedies of a secured party in any jurisdiction. Buyer authorizes CPE to file financing statements, or such other documents, appropriate to protect CPE's security interest, without Buyer's signature. If Buyer has granted a third party a blanket security interest in the type of collateral of which a deliverable would be characterized under the Uniform Commercial Code or applicable law, Buyer shall notify CPE of such fact in writing prior to shipment of deliverables.

7. Inspection. Promptly upon delivery, but no later than five (5) days after delivery, Buyer shall (i) examine and inspect all deliverables; and (ii) notify CPE of any defect in material or workmanship or any other fact that causes the deliverables not to conform to the agreement between Buyer and CPE. Failure to so inspect and inform CPE of a defect within the foregoing time period or the use of a deliverable by Buyer at any time shall be conclusive evidence that CPE has satisfactorily tendered delivery and that Buyer has inspected and accepted the deliverables. Buyer agrees that the foregoing time period provides Buyer with a reasonable time to inspect deliverables. Should Buyer properly notify CPE of any defects in deliverables, in addition to any obligations Buyer may have to CPE, Buyer shall re-pack the deliverable into its original packaging and store that deliverable indoors and in a dry and temperature regulated facility pending instructions from CPE.

8. Force Majeure. CPE is not responsible for any delay or failure to perform its obligations under these terms when such failure is due to any cause beyond its control. If shipments are delayed at Buyer's request, due to Buyer's acts or omissions, or due to circumstances that are not within CPE's control, payment shall be made by Buyer within ten (10) days after Buyer has been notified by CPE that a deliverable is ready for shipment. If shipment is delayed, in addition to any other remedy available to CPE, the deliverable may be stored by CPE at Buyer's risk and expense.

9. Returns/Cancellation. No deliverable may be returned unless CPE agrees in writing and such deliverable is (i) in new condition, suitable for resale in its undamaged original packaging and with all its original parts and (ii) has not been used, installed, modified, rebuilt, reconditioned, repaired, altered or damaged. If CPE agrees to accept a return, Buyer must pay all costs and bear all risk of returning the deliverable to CPE's facility and pay a re-stocking charge starting at 30% of the price. Orders accepted by CPE can only be cancelled with the written consent of CPE, such consent to be in the CPE's absolute discretion and then only upon payment of a reasonable cancellation charge.

10. Buyer Responsibilities. Buyer is responsible for obtaining any and all permits, licenses or other documents necessary for shipment, receipt or use of the deliverables and providing CPE written evidence thereof in advance of shipment. Buyer, its employees and agents will take all necessary steps to ensure that the deliverables will be set-up, assembled, installed and used (whether by Buyer or a third party) in accordance with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of all applicable governmental authorities pertaining to the installation and operation of the deliverables. Buyer shall indemnify and hold CPE and CPE's directors, officers, employees and agents harmless against any and all damages, losses, costs, claims and expenses (including, without limitation, reasonable attorneys' fees and costs whether incurred in a third party action or in an action to enforce these terms) incurred by CPE or such persons that arise out of or relate to the failure of Buyer to comply with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of applicable law or regulation pertaining to the installation and operation of the deliverables. CPE shall have no obligation to perform should Buyer be in breach of its obligations to CPE under these terms or any other contract with CPE.

11. Technical Advice. Upon request, CPE may furnish such technical advice or assistance as it has available in reference to the use of deliverables. It is expressly understood, however, that all such technical advice or assistance is given AS-IS and the CPE assumes no obligation or liability for the advice or assistance given or results obtained, and all such advice or assistance is given and accepted at Buyer's risk.

12. Limited Warranty. CPE warrants to Buyer that deliverables will be free from defects in material and workmanship. This warranty is not transferable or assignable and any such transfer or assignment is void.

This limited warranty does not cover service trips, service calls and labor charges, shipment of replacement parts, or damages due to: (i) failure to install, operate or maintain the deliverables in accordance with CPE's instructions, any instruction manual, package insert or other materials provided with the deliverables, and all requirements of applicable law or regulation; (ii) misuse, abuse, neglect or modification of a deliverable in any way; (iii) improper service or use of replacement parts or accessories that are not specified by CPE; (iv) improper installation by Buyer or a third party or any relocation of a deliverable after initial installation; (v) incorrect supply, accident, fire, flood, acts of God or other casualty; (vi) use of a deliverable other than for its intended purpose; (vii) shipment of a deliverable (all claims must be filed with the carrier); (viii) use of a deliverable in the vicinity of combustible or explosive materials; (ix) any defect in a

Attachment: second motor quote (RES-2022-918 : WPCF Building #7 Vertical Turbine Pump #2 Rebuild - Change Order 2)

SERVICE SYSTEMS SOLUTIONS

deliverable arising from a drawing, design, or specification supplied by or on behalf of Buyer; (x) failure of parts not manufactured by CPE; (xi) Buyer cannot prove original purchase date and required annual maintenance history, if any; (xii) the serial number or any similar or other identifying information on any deliverable is removed, defaced, modified or altered in any way; or (xiii) CPE is not permitted to inspect the damaged deliverable.

CPE makes no warranty regarding any deliverables produced or supplied by parties other than CPE. Those deliverables are subject to any terms and conditions imposed by such third parties.

No person other than an executive officer of CPE has authority to change or extend the terms of the above limited warranty and Buyer confirms that no other warranty terms have been extended by CPE or are applicable to the deliverables. Changes or extensions to the terms of the above limited warranty are binding only if confirmed in writing by CPE's duly authorized executive officer.

13. Limitation on Warranties/Damages. Any claim under the limited warranty set forth in Section 12 must be made within a period of twelve (12) months from the date of shipment by CPE or such claim is waived. Except as set forth in these terms, CPE makes no representation or warranty of any type, express or implied, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of non-infringement or warranty arising from any course of dealing, course of performance or usage of trade.

CPE will not under any circumstances be liable for any special, indirect, punitive or consequential damages (even if CPE has been notified of the possibility of such damages) resulting from or related to a deliverable including, without limitation, any loss of profits or loss of opportunity.

Some jurisdictions do not allow limitations on warranties or damages, so this limitation or exclusion may not apply to Buyer.

14. Remedy. CPE's sole obligation and Buyer's exclusive remedy with respect to any deliverable, whether arising in contract, tort (including negligence), strict liability, breach of warranty or otherwise, is limited to CPE, at its discretion, replacing or repairing the defective deliverable, providing replacement parts or issuing Buyer a credit equal to the price paid to CPE for such defective deliverable, and in no event will CPE's liability exceed the amounts actually received by CPE for any deliverable.

This exclusive remedy shall not be deemed to have failed its essential purpose so long as CPE is willing and able to: (i) repair or replace a defective deliverable or parts thereof or (ii) at CPE's option, refund the price received by CPE for the defective deliverable, within a reasonable time after Buyer demonstrates that a defect exists.

15. Limitation of Actions. Any action against CPE arising out of this transaction shall be commenced within one (1) year from the date such cause of action has accrued; otherwise the same shall be barred.

16. Intellectual Property. CPE is not transferring to Buyer any patent, copyright, trademark or other intellectual property rights in or related to any deliverable, other than the limited license to use the deliverable for Buyer's internal business purposes. The deliverables provided hereunder may be subject to patent, trade secret and other intellectual property rights and Buyer agrees that should the deliverables or certain information relevant thereto be made available to others it would cause irreparable harm to CPE. Therefore, Buyer agrees not to, and not to permit others to, use, disclose, copy or replicate (through, for example, reverse engineering or other similar process) any deliverable and/or any documentation or information regarding any deliverable.

Buyer shall indemnify and hold CPE and CPE's directors, officers, employees and agents harmless from and against any and all damages, losses, costs, claims and expenses (including, without limitation, reasonable attorneys' fees and costs whether incurred in a third party action or in an action to enforce these terms) incurred by CPE or such persons that may arise out of or relate to any or all claims of any nature alleging infringement of a third-party's intellectual property rights as a result of CPE's compliance with Buyer's written specifications or instructions for the manufacture of the deliverables (the "Specifications"). The foregoing shall not apply, however, to the extent (i) such infringement arises from any deviation, embellishment, interpretation, modification or creative work performed on the part of CPE that deviates from, or is in addition to, the specific requirements of the Specifications, or (ii) Buyer can demonstrate that CPE knew or should have known in the exercise of reasonable prudence that CPE's compliance with the Specifications would infringe such third-party's intellectual property rights.

17. Governing Law. These terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws, and shall not be governed by the provisions of the United Nations Convention on Contracts for International Sales of Goods. The parties agree that all actions or proceedings between them shall be tried and litigated only in the state and federal courts located in the County of Monroe, New York.

18. Termination. CPE may terminate these terms, and have no obligation to supply deliverables, immediately upon the bankruptcy or insolvency of CPE or CPE's breach of these terms. Buyer will pay the price for any deliverables delivered on or before the date of termination. CPE is not liable for any other costs, expenses, losses, damages or liabilities arising out of such termination. Termination or cancellation will not alter or terminate any of the parties' obligations under these terms that by their nature extend beyond termination or cancellation.

19. Assignment/Subcontract. Buyer may not delegate or assign any duties or rights under these terms without CPE's prior written consent, which consent may be withheld by CPE for any or no reason. Any such delegation or assignment in violation of this section is void.

20. Severability/Revision. Should any provision of these terms be held by a court of law, or other body having proper jurisdiction, to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of these terms shall not be affected or impaired thereby and the parties agree that partial enforcement of these terms or revisions of the illegal, invalid or unenforceable provision is appropriate.

21. Notices. To be effective, all notices and other communications under these terms shall be in writing and sent to the intended recipient by personal delivery, by registered or certified mail, return receipt requested, or recognized overnight courier, at the party's address as set forth in the purchase order or other documents attached to these terms. Each party may change its address for receipt of notice by giving notice of such change pursuant to this section. Notice is given immediately upon personal delivery, or three business days following the date on which such notice is mailed in accordance with this section, or the next day following the date on which such notice is sent by overnight courier.

22. Entire Agreement, Amendment and Waiver. These terms (a) constitute the entire agreement between the parties as to the subject matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof, and (b) may be modified or amended only by a written document signed by CPE and Buyer. No supplement, modification or waiver of these terms will be binding unless executed in writing by the party to be bound thereby and specifically references these terms and the section(s) so modified. No waiver of any of these terms shall be deemed or shall constitute a waiver of any other term hereof (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Attachment: second motor quote (RES-2022-918 : WPCF Building #7 Vertical Turbine Pump #2 Rebuild - Change Order 2)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 26394 **RESOLUTION 2022-919** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the Erie County Contract with American Rock Salt Co, LLC for road salt materials and sand, BID # 222210-004 for the period 9/1/2022 to 8/31/2023 for 10,000 tons at $43.76 per ton.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS # 3567) and the approval of the Town Attorney.

9/19/2022
Consent

FINANCIAL IMPACT:

D5142 : 4350

TBD

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 AMERICAN ROCK SALT CO., LLC., 5520 ROUTE 63, PO BOX 190, MOUNT MORRIS, NY 14510 and the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

County of Erie - ROAD SALT MATERIALS AND SAND
BID # 222210-004
9/1/2022 through 8/31/2023
ROAD SALT DELIVERED AT 10,000 TONS AT $43.76 PER TON PLUS/MINUS SURCHARGE.

from American Rock Salt Co., LLC. Under County of Erie ROAD SALT MATERIALS AND SAND: BID # 222210-004 for the period from 9/1/2022 TO 8/31/2023.

Agreed to and Accepted by:

AMERICAN ROCK SALT CO., LLC.

By: Jamie A McClain
Signature

Jamie A. McClain
Print Name

Marketing Manager
Title

Date: 9/7/22

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

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.

(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.

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: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

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:

American Rock Salt Co., LLC

Print Name of Company

By: Jamie A McClain

Signature

Jamie A. McClain

Printed name

Date: 9/6/22

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

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: American Rock Salt Co., LLC

Signature:

Print Name: Jamie A. McClain

Title: Marketing Manager

Date: 9/7/22

Sworn To Before Me This

7th Day of September, 2022

Notary Public

JEANETTE A. STARR
Notary Public, State of New York
Reg. No. 01ST6105067
Qualified in Livingston County
Commission Expires April 02, 2024

Revised 4.2017

Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

COUNTY OF ERIE

DIVISION OF PURCHASE
95 FRANKLIN STREET
BUFFALO, NY 14202

Bid for Road Salt Materials and Sand for use By Erie County Department of Public Works Division of Highways

Submitted in accordance with New York State Specifications for the period September 1, 2022 - August 31, 2023

BID #222210-004

Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

COMPANY	PHONE
American Rock Salt Co., LLC PO Box 190 Mt. Morris, NY 14510	(888) 762-7258 FAX (585) 243-7676 Email:
Gernatt Asphalt Products, Inc. PO Box 400 Collins, NY 14034	(716) 532-3371

Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

Sand Salt Pre Mix		Location of Plant	Clarence	Tonawanda	Lancaster	Harlem	Hamburg	Angola	Aurora	Protection	East Concord	Collins	Springville
Gernatt Asphalt Products Inc.	1 to 1	Bemz Drive	$51.85	$50.85	$50.35	$50.10	$46.35	$48.35	$45.60	$45.10	$42.60	$44.85	$38.60
	1 to 2	Springville, NY	$43.15	$42.15	$41.65	$41.40	$37.65	$39.65	$36.90	$36.40	$33.90	$36.15	$29.90
	1 to 3		$38.75	$37.75	$37.25	$37.00	$33.25	$35.25	$32.50	$32.00	$29.50	$31.75	$25.50
	1 to 4		$36.15	$35.15	$34.65	$34.40	$30.65	$32.65	$29.90	$29.40	$26.90	$29.15	$22.90
	1 to 5		$34.45	$33.45	$32.95	$32.70	$28.95	$30.95	$28.20	$27.70	$25.20	$27.45	$21.20

Sand Salt Pre Mix		Location of Plant	Akron Central School Dist	Village of Akron	Town of Alden	Village of Alden	Town of Amherst	Town of Aurora	Village of Blasdell	City of Buffalo	BOCES Cheektowaga	BOCES Orchard Park	Town of Boston
Gernatt Asphalt Products Inc.	1 to 1		$53.60	$53.60	$52.60	$52.60	$51.10	$47.85	$47.60	$49.10	$50.10	$46.60	$44.60
	1 to 2		$44.90	$44.90	$43.90	$43.90	$42.40	$39.15	$38.90	$40.40	$41.40	$37.90	$35.90
	1 to 3		$40.50	$40.50	$39.50	$39.50	$38.00	$34.75	$34.50	$36.00	$37.00	$33.50	$31.50
	1 to 4		$37.90	$37.90	$36.90	$36.50	$35.40	$32.15	$31.90	$33.40	$34.40	$30.90	$28.90
	1 to 5		$36.20	$36.20	$35.20	$35.20	$33.70	$30.45	$30.20	$31.70	$32.70	$29.20	$27.20

Sand Salt Pre Mix		Location of Plant	Town of Brant	Town of Cheektowaga	Town of Clarence	Cheektowaga-Maryvale UFSD	Town of Colden	Town of Collins	Town of Concord	Village of Depew	Village of East Aurora	Town of Eden	Town of Elma
Gernatt Asphalt Products Inc.	1 to 1		$48.10	$50.10	$51.85	$50.35	$43.85	$45.35	$42.10	$50.85	$47.85	$47.85	$48.85
	1 to 2		$39.40	$41.40	$43.15	$41.65	$35.15	$36.65	$33.40	$42.15	$39.15	$39.15	$40.15
	1 to 3		$35.00	$37.00	$38.75	$37.25	$30.75	$32.25	$29.00	$37.75	$34.75	$34.75	$35.75
	1 to 4		$32.40	$34.40	$36.15	$34.65	$28.15	$29.65	$26.40	$35.15	$32.15	$32.15	$33.15
	1 to 5		$30.70	$32.70	$34.45	$32.95	$26.45	$27.95	$24.70	$33.45	$33.45	$30.45	$31.45

Sand Salt Pre Mix		Location of Plant	ECC Orchard Park	ECMCC Buffalo	Erie County Water Cheektowaga	Town of Evans	Village of Gowanda	Town of Grand Island	Town of Hamburg	Village of Hamburg	Town of Holland	Kenmore School District	Village of Kenmore
Gernatt Asphalt Products Inc.	1 to 1			$50.10	$50.10	$48.35	$45.35	$54.35	$46.35	$46.35	$45.85	$51.85	$51.85
	1 to 2			$41.40	$41.40	$39.65	$36.65	$45.65	$37.65	$37.65	$37.15	$43.15	$43.15
	1 to 3			$37.00	$37.00	$35.25	$32.25	$41.25	$33.25	$33.25	$32.75	$38.75	$38.75
	1 to 4			$34.40	$34.40	$32.65	$29.65	$38.65	$30.65	$30.65	$30.15	$36.15	$36.15
	1 to 5			$32.70	$32.70	$30.95	$27.95	$36.95	$28.95	$28.95	$28.45	$34.45	$34.45

Sand Salt Pre Mix		Location of Plant	City of Lackawanna	Town of Lancaster	Town of Marilla	Town of Newstead	Town of North Collins	Town of Orchard Park	Village of Orchard Park	Town of Sardinia	Village of Sloan	Village of Springville	City of Tonawanda
Gernatt Asphalt Products Inc.	1 to 1		$48.60	$50.35	$49.35	$53.85	$45.85	$46.60	$46.60	$43.35	$50.10	$42.60	$50.85
	1 to 2		$39.90	$41.65	$40.65	$45.15	$37.15	$37.90	$37.90	$34.65	$41.40	$33.90	$42.15
	1 to 3		$35.50	$37.25	$36.25	$40.75	$32.75	$33.50	$33.50	$30.25	$37.00	$29.50	$37.75
	1 to 4		$32.90	$34.65	$33.65	$38.15	$30.15	$30.90	$30.90	$27.65	$34.40	$26.90	$35.15
	1 to 5		$31.20	$32.95	$31.95	$36.45	$28.45	$28.70	$29.20	$25.95	$32.70	$25.20	$33.45

Sand Salt Pre Mix		Location of Plant	Town of Tonawanda	Town of Wales	Town of West Seneca	Village of Williamsville
Gernatt Asphalt Products Inc.	1 to 1		$50.85	$48.35	$48.85	$51.10
	1 to 2		$42.15	$39.65	$40.15	$42.40
	1 to 3		$37.75	$35.25	$35.75	$38.00
	1 to 4		$35.15	$32.65	$33.15	$35.40
	1 to 5		$33.45	$30.95	$31.45	$33.70

Bid #222210-004 - Road Salt Materials

Sand - Gernatt Asphalt Products Inc.

Location		Price Per Ton with Delivery
F.O.B. Trucks at Source	Springville	$7.75
	Gowanda & Hanover	$8.75
	Freedom	$5.95
	Chaffee	$4.75
	South Dayton	$7.95
Clarence		$17.35
Tonawanda		$17.55
Lancaster		$15.75
Cheektowaga	(Harlem & Clinton)	$15.55
Hamburg		$12.50
Angola		$11.50
Aurora		$11.00
Protection		$7.25
East Concord		$8.25
Collins		$10.50
Akron Central School District		$17.35
Village of Akron		$17.35
Town of Alden		$16.10
Village of Alden		$16.10
Town of Amherst		$17.60
Town of Aurora		$10.25
Village of Blasdell		$15.75
BOCES Cheektowaga		$17.15
BOCES Orchard Park		$14.95
Town of Boston		$11.00
Town of Brant		$11.50
City of Buffalo		$17.35
Town of Cheektowaga		$15.35
Cheektowaga-Maryvale UFSD		$17.35
Town of Clarence		$17.95
Town of Colden		$10.25
Town of Collins		$10.25
Town of Concord		$10.35

Location	Price Per Ton with Delivery
Village of Depew	$17.75
Village of East Aurora	$12.35
Town of Eden	$11.50
Town of Elma	$13.55
ECC Orchard Park	$17.60
ECMCC Buffalo	$17.35
Erie County Water Cheektowaga	$15.35
Town of Evans	$13.15
Village of Gowanda	$10.95
Town of Grand Island	$21.15
Town of Hamburg	$15.75
Village of Hamburg	$15.75
Town of Holland	$8.95
Kenmore School District	$18.55
Village of Kenmore	$18.55
City of Lackawanna	$16.75
Town of Lancaster	$15.75
Town of Marilla	$13.95
Town of Newstead	$20.15
Town of North Collins	$12.25
Town of Orchard Park	$14.95
Village of Orchard Park	$14.95
Town of Sardinia	$8.95
Village of Sloan	$17.75
Village of Springville	$11.75
City of Tonawanda	$19.15
Town of Tonawanda	$19.15
Town of Wales	$12.55
Town of West Seneca	$15.75
Village of Williamsville	$18.15

Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

Bid #222210-004 - Road Salt Materials

Salt - American Rock Salt Co., LLC.

Location	Price Per Ton	Price Per ton with Delivery
Erie County (all facilities)	$30.00	$43.76
City of Buffalo	$30.00	$43.76
Buffalo Sewer Authority	$30.00	$43.76
Akron Central School District	$30.00	$43.76
Village of Akron	$30.00	$43.76
Town of Alden	$30.00	$43.76
Village of Akron	$30.00	$43.76
Town of Alden	$30.00	$43.76
Village of Alden	$30.00	$43.76
Town of Amherst	$30.00	$43.76
Town of Aurora	$30.00	$43.76
Village of Blasdell	$30.00	$43.76
Town of Boston	$30.00	$43.76
Town of Brant	$30.00	$43.76
Town of Cheektowaga	$30.00	$43.76
Cheektowaga-Maryvale UFSD	$30.00	$43.76
Town of Clarence	$30.00	$43.76
Town of Colden	$30.00	$43.76
Town of Collins	$30.00	$43.76
Town of Concord	$30.00	$43.76
Village of Depew	$30.00	$43.76
Village of East Aurora	$30.00	$43.76
Town of Eden	$30.00	$43.76
Town of Elma	$30.00	$43.76
ECC Orchard Park	$30.00	$43.76
Erie County Medical Center Corp.	$30.00	$43.76
Eerie County Water Authority	$30.00	$43.76
Town of Evans	$30.00	$43.76
Village of Gowanda	$30.00	$43.76

Location	Price Per Ton	Price Per ton with Delivery
Town of Grand Island	$30.00	$43.76
Town of Hamburg	$30.00	$43.76
Village of Hamburg	$30.00	$43.76
Town of Concord	$30.00	$43.76
Town of Holland	$30.00	$43.76
Kenmore Town of Tonawanda UFSD	$30.00	$43.76
Village of Kenmore	$30.00	$43.76
City of Lackawanna	$30.00	$43.76
Town of Lancaster	$30.00	$43.76
Town of Marilla	$30.00	$43.76
Town of Newstead	$30.00	$43.76
NTFA 485 Cayuga	$30.00	$43.76
NFTA BNIA Maintenance	$30.00	$43.76
NFTA Cold Spring Garage	$30.00	$43.76
NFTA Frontier Garage	$30.00	$43.76
NFTA Babcock Garage	$30.00	$43.76
Town of North Collins	$30.00	$43.76
Town of Orchard Park	$30.00	$43.76
Village of Orchard Park	$30.00	$43.76
Town of Sardinia	$30.00	$43.76
Village of Sloan	$30.00	$43.76
Village of Springville	$30.00	$43.76
City of Tonawanda	$30.00	$43.76
Town of Tonawanda	$30.00	$43.76
Town of Wales	$30.00	$43.76
Town of West Seneca	$30.00	$43.76
Village of Williamsville	$30.00	$43.76

Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

Erie County Department of Public Works
Division of Highways

MEMORANDUM

To: **Potential Participants in the Erie County Salt Bid**

From: **William E. Geary, Jr., Commissioner of Public Works**

Date: **April 18, 2022**

Subject: **2022 – 2023 Erie County Salt Bid**

Erie County Department of Public Works – Division of Highways is extending you the opportunity to participate in our Erie County Road Salt Bid for the period September 1, 2022 to August 31, 2023. If you would like to participate in the Erie County Road Salt Bid, please indicate your tonnage requirement below and **scan and email this form back to Bridgit Rodriguez at Bridgit.Rodriguez@erie.gov or fax to 716-858-8228 by May 13, 2022.**

If you choose not to participate, please indicate "ZERO" tons on this form and return to the above email.

You will be obligated to purchase 70% of your specified tonnage requirement from the Erie County Salt Bid.

After August 31, you will be able to find the Erie County Bid results by going to www.erie.gov, choose "Departments and Agencies", choose "Purchasing", click on "Available Contracts", then scroll down to "Road Salt Materials Recap". You will be responsible for informing the successful bidder of your contact information and details.

Thank you.

Please include 10,000 tons of salt to be purchased from the Erie County Salt Bid.

TOWN OF AMHERST

VILLAGE OF _____

OTHER _____

PATRICK LUCEY	SUPERINTENDENT OF HIGHWAYS	Patrick Lucey
Print your name	Title	Sign your name

Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

AMERROC-02 TWANG3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY) 11/1/2021

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

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

PRODUCER Alliant Insurance Services, Inc. 2185 N California Blvd Ste 400 Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No, Ext): (925) 287-7200 FAX (A/C, No): E-MAIL ADDRESS:
INSURED American Rock Salt Company, LLC P.O. Box 190 Mount Morris, NY 14510	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : American Zurich Insurance Company — 40142 INSURER B : American Guarantee and Liability Insurance Company — 26247 INSURER C : Steadfast Insurance Company — 26387 INSURER D : Great American Assurance Company — 26344 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 PERIC INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		GLO18720706	10/30/2021	10/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000 $ 1,000 $ 10 $ 1,000 $ 10,000 $ 4,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			BAP018720906	10/30/2021	10/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		AUC 6954518-01	10/30/2021	10/30/2022	EACH OCCURRENCE AGGREGATE	$ 10,000 $ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC018720606	10/30/2021	10/30/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000 $ 1,000 $ 1,000
D	Excess Liability			EXC4128735	10/30/2021	10/30/2022	Occ/Agg	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
C-105.2 (9-17) Town of Amherst is included as additional insured on a primary and non-contributory basis as respects to general liability in accordance wit the terms and conditions of the policy. Umbrella is follow form of the underlying general liability, auto liability and workers compensation policies.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Amherst, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
American Rock Salt Company LLC 5520 Route 63 Mount Morris, NY 14510	585-991-6878
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Securi Number 16-1516458
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 0187206-06 3c. Policy effective period 10/30/2021 to 10/30/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will ser this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canc due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amer extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 11/02/2021
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are N authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: ARS-ERIE CTY (RES-2022-919 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3567)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 26399 **RESOLUTION 2022-920** **ADOPTED**

Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co LLC CRS# 3577

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the New York State Contract with American Rock Salt Co, LLC for road salt materials Bid Reference Group #018, Award #23175, Contract #PC68889 for the period 9/1/22 to 8/31/23 for 5,000 tons at $66.84 per ton.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Amherst Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS # 3577) and the approval of the Town Attorney.

9/19/2022
Consent

FINANCIAL IMPACT:

D5142 : 4350

TBD

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 AMERICAN ROCK SALT CO., LLC., 5520 ROUTE 63, PO BOX 190, MOUNT MORRIS, NY 14510 and the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

NEW YORK STATE-ROAD SALT MATERIALS
BID REFERENCE: GROUP # 018, AWARD # 23175, CONTRACT #PC68889
9/1/2019 through 8/31/2023
ROAD SALT DELIVERED AT 5,000 TONS AT $66.84 PER TON DELIVERED

from American Rock Salt Co., LLC. under NYS Road Salt, Treated Salt and Emergency Standby Road Salt Specifications of BID REFERENCE CONTRACT # PC 68889 for the period from 9/1/2019 TO 8/31/2023.

Agreed to and Accepted by:

AMERICAN ROCK SALT CO., LLC.

By: _____
Signature

Jamie A. McClain
Print Name

Marketing Manager
Title

Date: 9/6/22

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

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.

(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.

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: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

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:

American Rock Salt Co., LLC

Print Name of Company

By: Jamie A McClain

Signature

Jamie A. McClain

Printed name

Date: 9/6/22

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

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: American Rock Salt Co., LLC

Signature: Jamie A McClain

Print Name: Jamie A. McClain

Title: Marketing Manager

Date: 9/7/22

Sworn To Before Me This

7th Day of September, 2022

Jeanette A Starr

Notary Public

JEANETTE A. STARR
Notary Public, State of New York
Reg. No. 01ST6105067
Qualified In Livingston County
Commission Expires April 02, 2024

Revised 4.2017

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

ACORD

AMERROC-02

TWANG3

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ 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 endors If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 2185 N California Blvd Ste 400 Walnut Creek, CA 94596	CONTACT NAME: PHONE (A/C, No, Ext): (925) 287-7200 FAX (A/C, No): E-MAIL ADDRESS:
INSURED American Rock Salt Company, LLC P.O. Box 190 Mount Morris, NY 14510	INSURER(S) AFFORDING COVERAGE — NAIC INSURER A : American Zurich Insurance Company — 40142 INSURER B : American Guarantee and Liability Insurance Company — 26247 INSURER C : Steadfast Insurance Company — 26387 INSURER D : Great American Assurance Company — 26344 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 PERI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	X		GLO18720706	10/30/2021	10/30/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000 $ 1,000 $ 10 $ 1,000 $ 10,000 $ 4,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			BAP018720906	10/30/2021	10/30/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	X		AUC 6954518-01	10/30/2021	10/30/2022	EACH OCCURRENCE AGGREGATE	$ 10,000 $ 10,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC018720606	10/30/2021	10/30/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000 $ 1,000 $ 1,000
D	Excess Liability			EXC4128735	10/30/2021	10/30/2022	Occ/Agg	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
C-105.2 (9-17) Town of Amherst is included as additional insured on a primary and non-contributory basis as respects to general liability in accordance wit the terms and conditions of the policy. Umbrella is follow form of the underlying general liability, auto liability and workers compensation policies.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Amherst, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
American Rock Salt Company LLC 5520 Route 63 Mount Morris, NY 14510	585-991-6878
Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Secur Number 16-1516458
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Zurich American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" WC 0187206-06 3c. Policy effective period 10/30/2021 to 10/30/2022 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) all ☐ excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Iten on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will sei this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canc due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amei extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Susan B. Kendziora
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Susan B. Kendziora 11/02/2021
(Signature) (Date)

Title: Vice President - Underwriting Services

Telephone Number of authorized representative or licensed agent of insurance carrier: 800-382-2150

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are N authorized to issue it.

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

State Contract Award Notices - Commodities

Road Salt, Treated Salt and Emergency Standby Road Salt (Statewide)

Award Document {Updated / Revised}	**Contract Period:** September 1, 2019 – August 31, 2023
Contract Updates	**Group:** 01800 **Award:** 23175 (Replaces 22843)
Pricing	**Use of Contracts:** All State Agencies and Political Subdivisions
Price Adjustments	**Contact Person:** Brandy Alden **Telephone:** (518) 408-1140
Specifications	Contract Issued: August 30, 2019 **Contract Updated: August 03, 2022**
Delivery Schedule	
FAQs	
Historical Details	
Customer Service	

Description:
Road Salt is used for snow and ice control. Treated Salt is granular sodium chloride (Rock Salt) treated with corrosion inhibited liquid magnesium chloride – Types 1 and 2. These are filed requirement contracts which require the Contract User to purchase 70% of their filed requirement or 50% of their filed requirement if an awarded county is for Solar Salt. Automatic price increases become effective once deliveries exceed 120% of the Contract User's filed requirement.

This Contract Award Notification contains MWBE goals of 5% MBE and 5% WBE.

Install Free Adobe Acrobat Reader for PDF Documents

The above PDF files are available in text by calling Customer Services at (518) 474-6717.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

NEW YORK STATE OF OPPORTUNITY. Office of General Services | Procurement Services

State of New York
Office of General Services
Procurement Services
38th Floor, Corning Tower
Empire State Plaza
Albany, New York 12242

Session Time Left: 00:19:20
Close Page

Road Salt

Print Page...

Contract Period 2022 - 2023

This is your Confirmation Page. You can print this page on your printer.

Note: If the amount of Salt (In Tons) is not showing in red box try to reenter Salt Amount. If you still have a problem , call OGS Procurement Services at 518-408-1140.

Your Salt Information Entered

Total Seasonal Quantity Entered (In Tons): 5000

Delivery Restriction:

Your Customer Account Information

Your OGS Customer Account No: 1382

Agency Mailing Name: TOWN OF AMHERST

Agency Mailing Address 1: 1042 NO. FOREST RD.

Agency Mailing Address 2:

City: AMHERST

Zip: 14221

Your Ordering Agency Information

Ordering Agency: TOWN OF AMHERST

Email: sbryan@amherst.ny.us

Authorized Person: Stephen Bryan

Title: Town Of Amherst Contract Administrator

Telephone: 716-631-7261

Fax: 716-631-7265

Your Delivery Point Information

Delivery ID: 4025

Name of Delivery Point: Town of Amherst - Highway Dept.

Street Address: 1042 North Forest Rd.

City: Williamsville

Zip Code: 14221

Total Storage Capacity: 5000

Delivery Site Contact: Ellen Atkins

Delivery Site Phone # : 716-631-7117

4/21/2022 12:31:0

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

NYS Office of General Services
Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)

Contact Information for NYS Contract Orders
Contract Term: September 1, 2022 - August 31, 2023

Contact Information

Contractor Name	NYS Contract Orders Contact Info	Emergency Contact Info
American Rock Salt Co., LLC	Customer Service Toll Free #: 888-762-7258 E-Mail: [redacted] Hours: 8:00 am to 4:30pm (M-F) EST *Contractor does not accept NYS Procurement Card*	Name: Jamie McClain Title: Marketing Manager Phone #: 585-519-5247 E-Mail: [redacted]
Apalachee, LLC	Name: Peter Kowal Toll Free #: 800-724-5037 Phone #: 585-442-4131 Cell #: 978-697-5278 E-Mail: [redacted] Hours: 8:00am to 6:00pm (M-F) EST 9:00am to 3:00pm (Sa/Su) *Contractor does not accept NYS Procurement Card*	Name: Jerome Kowal Title: VP Operations & Logistics Manager Phone #: 585-442-4131 Cell #: 585-410-2666 E-Mail: [redacted]
Atlantic Salt, Inc.	**For Counties/Salt Types under Award 23212 & 23248** Name: Diana Banjany Phone #: 718-816-7200 E-Mail: [redacted] **For Counties/Salt Types under Awards 23134 & 23175** Name: Katie Butler Phone #: 617-889-9520 E-Mail: [redacted] Hours: 7:00am to 4:00pm (M-F) EST *Contractor does not accept NYS Procurement Card*	Name: Jason Archambault Title: Sales Phone #: 978-453-4911 E-Mail: [redacted]
Cargill, Incorporated -Salt, Road Safety	Customer Service Toll Free #: 800-600-7258 E-Mail: [redacted] Hours: 7:00am to 5:00pm (M-F) EST *Contractor accepts NYS Procurement Card for orders up to $50,000.*	Customer Service Toll Free #: 800-600-7258 E-Mail: [redacted]
Compass Minerals America Inc	Name: Kristen Abernathy Toll Free Phone #: 800-323-1641 (Option 1) E-Mail: [redacted] Hours: 8:00am to 5:00pm (M-F) CST *Contractor accepts NYS Procurement Card for orders up to $50,000.*	Name: Harrison Green Title: Manager Highway Sales Toll Free Phone #: 800-323-1641 (Option 2) Phone #: 913-449-7981 E-Mail: [redacted]

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

NYS Office of General Services
Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)

Contact Information for NYS Contract Orders
Contract Term: September 1, 2022 - August 31, 2023

Grace Industries LLC	Name: Tim Kenney Toll Free Phone #: 516-336-6720 Phone #: 516-371-1842 E-Mail: Hours: 6:00am to 4:00pm (M-F) EST *Contractor accepts NYS Procurement Card for orders up to $50,000.* *Prompt Payment Discount: 1%/20 Days or 2% /15 Days*	Name: William Haugland Jr Title: President Phone #: 516-336-6720 or 646-315-2135 E-Mail:
Morton Salt Inc	Customer Service Toll Free Phone #: 855-665-4540 E-Mail: Hours: 7:00am to 4:00pm (M-F) CST *Contractor accepts NYS Procurement Card for orders up to $50,000.*	Name: Jasmin Simons Title: Highway-Chemical Customer Service Manager Phone #: 630-861-2310 E-Mail:

NYS Office of General Services
Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)

Contact Information for NYS Contract Orders
Contract Term: September 1, 2022 - August 31, 2023

Award #23134		Storage Fees	
Contract #	Contractor Name	Price to store salt until Dec. 31, 2023	Price to store salt as of Jan 1, 2024
PC68227	American Rock Salt Co. LLC	$3.60 per ton	$11.00 per ton/per month
PC68228	Apalachee LLC	$3.60 per ton	$3.00 per ton/per month
PC68229	Atlantic Salt Inc.	$3.50 per ton	$3.50 per ton/per month
PC68230	Cargill, Inc. d/b/a Cargill, Inc. - Salt, Road Safety	$3.60 per ton	$15.00 per ton/per month

Award #23175		Storage Fees	
Contract #	Contractor Name	Price to store salt until Dec. 31, 2023	Price to store salt as of Jan 1, 2024
PC68889	American Rock Salt Co. LLC	$3.60 per ton	$3.60 per ton/per month
PC68890	Apalachee LLC	$3.00 per ton	$1.00 per ton/per month
PC68891	Atlantic Salt Inc.	$3.50 per ton	$3.50 per ton/per month
PC68892	Cargill, Inc. d/b/a Cargill, Inc. - Salt, Road Safety	$3.60 per ton	$11.00 per ton/per month

Award #23212		Storage Fees	
Contract #	Contractor Name	Price to store salt until Dec. 31, 2023	Price to store salt as of Jan 1, 2024
PC69182	American Rock Salt Co. LLC	$3.60 per ton	$3.60 per ton/per month
PC69183	Apalachee LLC	$3.50 per ton	$1.00 per ton/per month
PC69184	Atlantic Salt Inc.	$3.50 per ton	$3.50 per ton/per month
PC69185	Cargill, Incorporated -Salt, Road Safety	$3.60 per ton	$11.00 per ton/per month
PC69187	Compass Minerals America Inc	$3.60 per ton	$5.00 per ton/per month
PC69188	Morton Salt Inc	$3.60 per ton	$3.60 per ton/per month

Award #23248		Storage Fees	
Contract #	Contractor Name	Price to store salt until Dec. 31, 2023	Price to store salt as of Jan 1, 2024
PC69472	American Rock Salt Co. LLC	$3.60 per ton	$3.60 per ton/per month
PC69473	Apalachee LLC	$3.50 per ton	$3.50 per ton/per month
PC69474	Atlantic Salt Inc.	$3.50 per ton	$3.50 per ton/per month
PC69477	Morton Salt Inc	$3.60 per ton	$3.60 per ton/per month

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

NYS Office of General Services
Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)

Road Salt Pricing
Contract Term: September 1, 2022 - August 31, 2023

AWARD	CONTRACT #	COUNTY	CONTRACTOR	PRICE PER TON	TYPE OF SALT
23175	PC68890	ALBANY	Apalachee, LLC	$73.00	Rock
23175	PC68889	ALLEGANY	American Rock Salt Co., LLC	$63.84	Rock
23212	PC69184	BRONX	Atlantic Salt, Inc.	$86.14	Rock & Solar
23134	PC68230	BROOME	Cargill, Inc.	$68.44	Rock
23175	PC68889	CATTARAUGUS	American Rock Salt Co., LLC	$71.94	Rock
23134	PC68230	CAYUGA	Cargill, Inc.	$62.97	Rock
23175	PC68889	CHAUTAUQUA	American Rock Salt Co., LLC	$82.00	Rock
23134	PC68230	CHEMUNG	Cargill, Inc.	$65.50	Rock
23134	PC68230	CHENANGO	Cargill, Inc.	$71.63	Rock
23175	PC68890	CLINTON	Apalachee, LLC	$95.50	Rock
23212	PC69185	COLUMBIA	Cargill, Inc.	$58.95	Rock
23134	PC68230	CORTLAND	Cargill, Inc.	$61.40	Rock
23134	PC68230	DELAWARE	Cargill, Inc.	$80.78	Rock
23212	PC69183	DUTCHESS	Apalachee, LLC	$81.00	Rock
23175	PC68889	ERIE	American Rock Salt Co., LLC	$66.84	Rock
23134	PC68228	ESSEX	Apalachee, LLC	$95.50	Rock
23175	PC68890	FRANKLIN	Apalachee, LLC	$95.50	Rock
23134	PC68229	FULTON	Atlantic Salt, Inc.	$81.69	Rock

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

NYS Office of General Services
Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)

Road Salt Pricing
Contract Term: September 1, 2022 - August 31, 2023

AWARD	CONTRACT #	COUNTY	CONTRACTOR	PRICE PER TON	TYPE OF SALT
23175	PC68889	GENESEE	American Rock Salt Co., LLC	$63.52	Rock
23212	PC69182	GREENE	American Rock Salt Co., LLC	$61.02	Rock
23134	PC68230	HAMILTON	Cargill, Inc.	$81.99	Rock
23134	PC68230	HERKIMER	Cargill, Inc.	$75.20	Rock
23175	PC68889	JEFFERSON	American Rock Salt Co., LLC	$83.39	Rock
23212	PC69184	KINGS	Atlantic Salt, Inc.	$86.14	Rock & Solar
23134	PC68230	LEWIS	Cargill, Inc.	$76.69	Rock
23175	PC68889	LIVINGSTON	American Rock Salt Co., LLC	$60.72	Rock
23134	PC68230	MADISON	Cargill, Inc.	$71.54	Rock
23175	PC68889	MONROE	American Rock Salt Co., LLC	$62.48	Rock
23134	PC68229	MONTGOMERY	Atlantic Salt, Inc.	$81.69	Rock
23212	PC69184	NASSAU	Atlantic Salt, Inc.	$89.29	Rock & Solar
23212	PC69184	NEW YORK	Atlantic Salt, Inc.	$86.14	Rock & Solar
23175	PC68889	NIAGARA	American Rock Salt Co., LLC	$68.09	Rock
23134	PC68230	ONEIDA	Cargill, Inc.	$73.78	Rock
23134	PC68227	ONONDAGA	American Rock Salt Co., LLC	$65.51	Rock
23175	PC68889	ONTARIO	American Rock Salt Co., LLC	$63.52	Rock
23134	PC68230	ORANGE	Cargill, Inc.	$77.30	Rock

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

NYS Office of General Services
Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)

Road Salt Pricing
Contract Term: September 1, 2022 - August 31, 2023

AWARD	CONTRACT #	COUNTY	CONTRACTOR	PRICE PER TON	TYPE OF SALT
23175	PC68889	ORLEANS	American Rock Salt Co., LLC	$63.52	Rock
23175	PC68892	OSWEGO	Cargill, Inc.	$61.94	Rock
23134	PC68230	OTSEGO	Cargill, Inc.	$73.68	Rock
23248	PC69477	PUTNAM	Morton Salt, Inc.	$74.35	Rock
23212	PC69184	QUEENS	Atlantic Salt, Inc.	$86.14	Rock & Solar
23175	PC68890	RENSSELAER	Apalachee, LLC	$73.00	Rock
23212	PC69184	RICHMOND	Atlantic Salt, Inc.	$86.14	Rock & Solar
23212	PC69184	ROCKLAND	Atlantic Salt, Inc.	$79.70	Rock & Solar
23212	PC69182	SARATOGA	American Rock Salt Co., LLC	$56.94	Rock
23175	PC68890	SCHENECTADY	Apalachee, LLC	$73.00	Rock
23134	PC68228	SCHOHARIE	Apalachee, LLC	$76.00	Rock
23134	PC68230	SCHUYLER	Cargill, Inc.	$60.99	Rock
23134	PC68230	SENECA	Cargill, Inc.	$62.97	Rock
23175	PC68889	ST. LAWRENCE	American Rock Salt Co., LLC	$99.90	Rock
23134	PC68227	STEUBEN	American Rock Salt Co., LLC	$60.11	Rock
23212	PC69184	SUFFOLK	Atlantic Salt, Inc.	$97.57	Rock & Solar

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

NYS Office of General Services
Road Salt, Treated Salt, & Emergency Standby Road Salt (Statewide)

Road Salt Pricing
Contract Term: September 1, 2022 - August 31, 2023

AWARD	CONTRACT #	COUNTY	CONTRACTOR	PRICE PER TON	TYPE OF SALT
23134	PC68230	SULLIVAN	Cargill, Inc.	$81.33	Rock
23134	PC68230	TIOGA	Cargill, Inc.	$65.50	Rock
23134	PC68230	TOMPKINS	Cargill, Inc.	$61.40	Rock
23212	PC69182	ULSTER	American Rock Salt Co., LLC	$66.41	Rock
23175	PC68891	WARREN	Atlantic Salt, Inc.	$85.57	Rock
23175	PC68891	WASHINGTON	Atlantic Salt, Inc.	$83.04	Rock
23175	PC68889	WAYNE	American Rock Salt Co., LLC	$62.92	Rock
23248	PC69474	WESTCHESTER	Atlantic Salt, Inc.	$81.93	Rock & Solar
23175	PC68889	WYOMING	American Rock Salt Co., LLC	$60.72	Rock
23134	PC68230	YATES	Cargill, Inc.	$60.99	Rock

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

NEW YORK STATE OF OPPORTUNITY. | Office of General Services
Procurement Services

Corning Tower, Empire State Plaza, Albany, NY 12242 | https://ogs.ny.gov/procurement | customer.services@ogs.ny.gov | 518-474-6717

Contract Award Notification Update

Subject: Contracts Renewed through August 31, 2023

DATE: August 3, 2022 **AWARD #:** 23134, 23175, 23212, & 23248 **GROUP #:** 01800

AWARD DESCRIPTION: Road Salt, Treated Salt (Types 1 and 2) & Emergency Standby Road Salt (Statewide)

CONTRACT PERIOD: September 1, 2018 through August 31, 2023

CONTACT: Brandy Alden | 518-408-1140 | OGS.sm.SST_roadsalt@ogs.ny.gov

CONTRACT NO.: ALL **CONTRACTOR:** ALL

Please be advised that the following Contracts under OGS Awards 23134, 23175, 23212, & 23248 have been renewed through August 31, 2023:

PC68227, PC68889, PC69182, PC69472 – American Rock Salt Co LLC
PC68228, PC68890, PC69183, PC69473 – Apalachee LLC
PC68229, PC68891, PC69184, PC69474 – Atlantic Salt Inc
PC68230, PC68892, PC69185 – Cargill, Incorporated – Salt, Road Safety
PC69187 – Compass Minerals America Inc
PC69188, PC69477 – Morton Salt Inc

OGS intends to publish revised award documents on or around September 1st, 2022 that will detail the revised contract pricing for the 2022-23 contract term. **On or after September 1st, 2022 see published award document *Pricing* for specific county and salt type pricing information.**

THE FOLLOWING REVISIONS HAVE BEEN MADE TO THE CONTRACT AS PART OF THE RENEWAL AGREEMENT:

Authorized Users are hereby relieved of their obligation to take 70% minimum of their 2021-22 filed requirements, however, the Contractor is obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt.

Revisions apply to obligations stipulated under Awards 23134, 23175, 23212, & 23248 for the contract term: **September 1, 2021 through August 31, 2022**

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

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Contract Award Notification

Title	:	**Group 01800 – ROAD SALT, TREATED SALT, & EMERGENCY STANDBY ROAD SALT (STATEWIDE)** **Classification Code(s): 12**
Award Number	:	**23175 (Replaces Award 22843; Runs Concurrent with Awards 23134, 23212 & 23248)**
Contract Period	:	**September 1, 2019 through August 31, 2022**
Bid Opening Date	:	**August 8, 2019**
Date of Issue	:	**August 30, 2019 (Revised September 1, 2021)**
Specification Reference	:	**As Incorporated in the Invitation for Bids**
Contractor Information	:	**Appears on Page 4 of this Award**

Address Inquiries To:	
Name : Brandy Alden Title : Contract Management Specialist 2 Phone : 518-408-1140 E-mail : OGS.sm.SST_roadsalt@ogs.ny.gov	**Procurement Services Customer Services** Phone : 518-474-6717 E-mail : customer.services@ogs.ny.gov

Procurement Services values your input.
Complete and return *Contract Performance Report* at end of document.

Description

Road Salt is used for snow and ice control. Treated Salt is granular sodium chloride (Rock Salt) treated with corrosion inhibited liquid magnesium chloride – Types 1 and 2. These are filed requirement contracts which require the Contract User to purchase 70% of their filed requirement or 50% of their filed requirement if an awarded county is for Solar Salt. Automatic price increases become effective once deliveries exceed 120% of the Contract User's filed requirement.

PR# 23175

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

Table of Contents

SECTION 1: INTRODUCTION 4
1.1 Contractor Information 4
1.2 Overview 5
1.3 Scope 5
1.4 Small, Minority and Women-Owned Businesses: 5
1.5 Recycled, Remanufactured and Energy Efficient Products: 6
1.6 Note to Authorized Users 6
1.7 Estimated Quantities 7
SECTION 2: CONTRACT ADMINISTRATION 7
SECTION 3: TERMS & CONDITIONS 8
3.1 Appendix A 8
3.2 Appendix B 8
3.3 Specifications 8
3.4 Contract Term and Extensions 8
3.5 Short Term Extension 8
3.6 Price 9
3.6.1 Price Escalation Based on Exceeding 120% & 130% of Filed Requirement 9
3.6.2 Price Escalation Based on Exceeding 150% of Filed Requirement 9
3.6.3 Fuel Price Adjustment 9
3.6.4 Fuel Price Adjustment for quantities exceeding 120% & 130% 10
3.6.5 Additional Notes on Fuel Price Adjustment 10
3.6.6 Price Adjustment for Renewals 11
3.6.7 Price Reductions 11
3.7 Best Pricing Offer 11
3.8 Minimum/Maximum Obligations 11
3.8.1 Contractor Storage Fees 11
3.9 Delivery Terms 12
3.9.1 Delivery Schedule 12
3.9.2 Compliance with Delivery Schedule & Purchase Orders 12
3.9.3 Ordering timeliness 12
3.9.4 Holidays/Weekends 12
3.9.5 Prevention of Contamination 12
3.9.6 Non-Complying Product – Price Deduction 13
3.9.7 Acceptance 13
3.9.8 Weight Tickets 13
3.9.9 Delivery Timetable 13
3.9.10 Delivery Rate Guarantees/Exceptions 14
3.9.11 Liquidated Damages 15
3.9.12 Buy Against 16
3.10 Emergency Standby Road Salt (LOT IV) Use Guidelines 16

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.10.1 Lot I – Road Salt....16
3.10.2 Lot II and Lot III – Treated Salt....17
3.10.3 Emergency Standby Road Salt (Lot IV) Purchases – Ordering Process....17
3.10.4 Emergency Standby Road Salt (Lot IV) Purchases – Buy Against Process....17
3.11 Price Structure....17
3.12 On Ground/Delivered Inventory....18
3.13 Ordering....18
3.14 Minimum Order....18
3.15 Invoicing and Payment....18
3.16 Optional Delayed Billing Program....19
3.17 Product Returns and Exchanges....19
3.18 Extension of Use....19
3.19 NYS Financial System (SFS)....20
3.20 Insurance....20
3.21 Report of Contract Usage....20
3.22 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women....20
3.23 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses....26
3.24 New Accounts....26
3.25 Use of Recycled or Remanufactured Materials....26
3.26 Environmental Attributes and NYS Executive Order Number 4....26
3.27 Consumer Products Containing Mercury....26
3.28 Diesel Emission Reduction Act....27
3.29 Overlapping Contract Products....27
3.30 Preferred Source Products....27
3.31 Drug and Alcohol Use Prohibited....27
3.32 Traffic Infractions....27
3.33 Samples....28
SECTION 4: PRICING....29

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

SECTION 1: INTRODUCTION

1.1 Contractor Information

This Contract Award Notification is published as an informational aid for NYS OGS Procurement Services Authorized Users to assist them in the use of Award 23175. Contractors are reminded to refer to their specific Contract for guidance or contact the contract management specialist of record for assistance.

NOTE: See individual contract items to determine actual awardees.

See separate document PRICING for Contact Information to place NYS Contract Orders.

Contract #	Contractor & Address	Contract Admin		Fed ID#/ NYS Vendor ID#
PC68889	American Rock Salt Co LLC	Toll Free #:	888-762-7258	16-1516458
	PO Box 190	Phone #:	585-991-6817	1000008297
	Mt. Morris, NY 14510	Contact:	Jamie A. McClain	
		Title	Marketing Manager	
		E-mail:	Jamie.McClain@AmericanRockSalt.com	
	Contractor does not accept NYS Procurement Card			

Contract #	Contractor & Address	Contract Admin		Fed ID#/ NYS Vendor ID#
PC68890	Apalachee LLC	Phone #:	585-442-4131	47-2089879
SB	1423 Highland Ave	Cell #:	585-303-5270	1100213604
	Rochester, NY 14620	Contact:	Ellen Pouthier	
		Title	VP Sales& Office Manager	
		E-mail:	Sales@ApalacheeSalt.com	
	Contractor does not accept NYS Procurement Card			

Contract #	Contractor & Address	Contract Admin		Fed ID#/ NYS Vendor ID#
PC68891	Atlantic Salt Inc	Phone #:	978-453-4911	13-2914699
	134 Middle Street, Suite 210	Contact:	Donna Capillo	1000026327
	Lowell, MA 01852	Title	Assistant Corporate Secretary	
		E-mail:	DCapillo@EasternMinerals.com	
	Contractor does not accept NYS Procurement Card			

Contract #	Contractor & Address	Contract Admin		Fed ID#/ NYS Vendor ID#
PC68892	Cargill, Inc d/b/a			
	Cargill, Inc - Salt, Road Safety	Toll Free #:	800-600-7258	41-0177680
	24950 Country Club Blvd, Suite 450	Contact:	Brittany Schwarz	1000048669
	North Olmsted, OH 44070	Title	Customer Care Representative	
		E-mail:	Salt_CustomerCareRoadSafety@Cargill.com	
	Contractor accepts NYS Procurement Card for orders up to $50,000.			

Cash Discount, If Shown, should be Given Special Attention.

INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.

(See *Invoicing and Payments* in this document.)

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT SERVICES PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO PROCUREMENT SERVICES.

1.2 Overview

This Contract Award Notification is issued by the New York State ("NYS") Office of General Services ("OGS"), Procurement Services for Road Salt, Treated Salt, and Emergency Standby Road Salt as specified herein for all Authorized Users eligible to purchase through this Contract.

This Contract Award Notification outlines the terms and conditions, and all applicable information related to Contractor and Authorized User participation. All parties involved are strongly urged to become familiar with their rights and responsibilities, as outlined in this document.

1.3 Scope

The contract(s) are to provide Road Salt (Rock) in bulk, Treated Salt (Types 1 & 2) in bulk, and Emergency Standby Road Salt (Rock & Solar) in bulk, to various locations throughout the State. State and eligible non-state agencies may participate.

Lot I	*Road Salt (Rock)*
Lot II	*Treated Salt – Type 1*
Lot III	*Treated Salt – Type 2*
Lot IV	*Emergency Standby Road Salt (Rock & Solar)*

An "X" in the chart below denotes that the Lot/County was bid under Invitation for Bids (IFB) 23175. Other counties were renewed under existing contracts (Award 23134 and 23212) or bid under IFB 23248.

NOTE: All existing Lot IV awards (Emergency Standby Road Salt) for all counties were rebid under IFB 23248.

County	Road Salt (Lot I)	Treated Salt Type 1 (Lot II)	Treated Salt Type 2 (Lot III)
Albany	X	X	
Allegany	X		
Cattaraugus	X		X
Chautauqua	X	X	
Clinton	X		X
Erie	X	X	X
Franklin	X		
Genesee	X		X
Jefferson	X	X	
Livingston	X	X	
Monroe	X	X	X
Niagara	X		X
Oneida			X
Ontario	X	X	X
Orleans	X		X
Oswego	X		
Queens		X	
Rensselaer	X	X	
St. Lawrence	X		X
Schenectady	X	X	

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

County	Road Salt (Lot 1)	Treated Salt Type 1	Treated Salt Type 2
Warren	X		
Washington	X		
Wayne	X		X
Wyoming	X		

1.4 Small, Minority and Women-Owned Businesses:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

1.5 Recycled, Remanufactured and Energy Efficient Products:

Procurement Services supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS, RP, RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

1.6 Note to Authorized Users

When placing purchase orders under the contract(s), the authorized user should be familiar with and follow the terms and conditions governing its use which usually appears at the end of this document. The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements. Also, in recognition of market fluctuations over time, authorized users are encouraged to seek improved pricing whenever possible.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

1.7 Estimated Quantities

The quantities listed for Road Salt and Treated Salt are based on the requirements filed for each using entity (please refer to Attachment 1 – *Pricing* for estimated quantities). Emergency Standby Road Salt has no filed requirements and there is no guarantee of usage against resultant contract. See Section 3.8 - *Minimum/Maximum Obligations* for percentage obligations for Authorized Users and Contractors. The Contractor must furnish all quantities actually ordered at or below the Contract prices. The anticipated dollar value of the award for this Contract, based on historical purchases under previous awards, is approximately $98,000,000 annually. The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. See Appendix B, *Estimated/Specific Quantity Contracts* and *Participation in Centralized Contracts*.

SECTION 2: CONTRACT ADMINISTRATION

The Contractor shall provide a sufficient number of Customer Service employees who are knowledgeable and responsive to Authorized User needs and who can effectively service the Contract. Contractor shall also provide an Emergency Contact in the event of an emergency occurring after business hours or on weekend/holidays.

Contractor shall provide a dedicated Contract Administrator to support the updating and management of the Contract on a timely basis. Contractor must notify OGS within five Business Days if it's Contract Administrator, Emergency Contact, or Customer Service employees change, and provide an interim contact person until the position is filled. Changes shall be submitted electronically via e-mail to the OGS Contract Management Specialist.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

SECTION 3: TERMS & CONDITIONS

3.1 Appendix A

Appendix A, Standard Clauses for New York State Contracts, dated January 2014 and included in the original Contract is hereby replaced in its entirety with the Appendix A dated October 2019, which is attached hereto and is expressly made a part of this Contract Extension Agreement as fully as if set for that length herein.

3.2 Appendix B

Appendix B, *Office of General Services General Specifications*, dated April 2016, is hereby expressly made a part of this Contract Award Notification as fully as if set forth at length herein and shall govern any situations not covered by this document or Appendix A.

3.3 Specifications

For general and detailed specification of Road Salt (Rock & Solar) and Treated Salt (Type 1 & Type 2), and Lot structure, see Attachment 9 – *Road & Treated Salt Specifications* on the landing page for this Award.

3.4 Contract Term and Extensions

A. Base Term. The Contract shall be in effect for a term of one (1) year, from September 1, 2019 to August 31, 2020. The Contract term shall commence after all necessary approvals and shall become effective upon mailing or electronic communication of the final executed documents to the Contractor (see Appendix B, *Contract Creation/Execution*).

B. Extensions: If mutually agreed between OGS and the Contractor, the Contract may be extended under the same terms and conditions for up to three (3) additional one (1) year extensions. The Contract extension may be exercised on a month to month basis such as an additional three-month, six-month, twelve-month, or twenty-four-month period.

The Contract term provided for in this section shall extend 6 months beyond its termination date only for Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. During the 6-month period the definition of Authorized User shall be deemed to refer only to Authorized Users whose contracts must be registered with the Office of the New York City Comptroller. This extension is in addition to any other extensions available under the Contract. The extension provided for in this paragraph shall be upon the then-existing terms and conditions; provided, however, during such extension an Authorized User, as defined in this paragraph, may agree to amend such terms and conditions solely to comply with changes in statutory requirements (e.g. changes in minimum, prevailing or living wages, or regulated services).

3.5 Short Term Extension

This section shall apply in addition to any rights set forth in Appendix B, *Contract Term – Extension*. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 30 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 90 calendar days in lieu of 30 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.6 Price

Price shall include all customs and duties and be net per ton, FOB destination designated on purchase order, including unloading of the bulk salt. Contract prices shall be firm except for price revisions permitted in accordance with the following clauses:

- Price Escalation Based on Exceeding 120% & 130% of Filed Requirement
- Price Escalation Based on Exceeding 150% of Filed Requirements
- Fuel Price Adjustment
- Price Adjustment for Renewals

Furthermore, the stated prices may be adjusted periodically based on various provisions.

3.6.1 Price Escalation Based on Exceeding 120% & 130% of Filed Requirement

A price escalation will be permitted when delivery quantities exceed 120%, and again at 130%, of filed requirement.

Contractors shall notify Authorized Users of the price escalation amount applicable at the time an order is placed (if an escalation in price for future purchases is to be applied).

A unit price increase of 10% will be allowed once quantities delivered are over 120% of an Authorized User's filed requirement. Once deliveries exceed 130% of an Authorized User's filed requirement the price increase will change to 15%.

Authorized Users are allowed to solicit prices from other Contractors who are a part of the award once notified that a price escalation is applicable. If a lower price is secured, the Contractor for the specific location must be given an opportunity to match or better the offered price. If the Contractor will not or cannot match or better the offered price, Authorized Users may obtain their needs from the State awarded Contractor offering the lower price.

Authorized Users with multiple delivery sites (e.g. NYSDOT, NYS Thruway and County Highways) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by awarded Contractor.

Contractors will continue to deliver to all Authorized Users including up to 150%. Failure to deliver may result in a "Buy Against" or a delivery deduction to the Contractor.

3.6.2 Price Escalation Based on Exceeding 150% of Filed Requirement

Contract purchases over 150% of filed requirements can be made upon mutual agreement of the authorized user and the Contractor with a price escalation not to exceed 35% of the Contract price. Purchases over 150% of the filed requirements at pricing exceeding the 35% escalation will be considered non-contract purchases. No buy-against nor liquidated damages will be imposed for failure to comply with the delivery terms and conditions of this Contract for quantities over 150% of the filed **requirements.**

3.6.3 Fuel Price Adjustment

A fuel price adjustment may be made to Contract pricing in accordance with the following procedure:

- Fuel Price adjustments will be made for deliveries of road salt during the Contract period. Deliveries made after August 31 to meet minimum filed requirement obligations will use the fuel price adjustment in effect at the time of delivery.
- On a monthly basis an amount may be added or deducted from Contract pricing based on prices posted in the "EIA Retail On-Highway Diesel Prices". The New England PADD 1A shall be the designated posting for the adjustments. (If this source becomes unavailable, unworkable, unsuitable, or not reflective of the market conditions, then another source may be selected by the Commissioner of General Services in his/her sole discretion.)

(continued on next page)

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

- The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the Bid Opening indicated on the page 1 of this Invitation for Bids and adjustments will be permitted monthly. The monthly average will be arrived at by using the Monday prices for a given month as displayed in the EIA Retail On-Highway Diesel Prices and determining an average for that month. The previous month's prices shall be used to determine the monthly average (i.e. – August's prices will be used to determine September's adjustment). All prices will be rounded to two decimal places.
- The fuel price adjustment shall be applied for the date of delivery.

  Ex.: If a purchase order for salt is received on January 30, and the salt is delivered on February 2, the fuel price adjustment used will be that for the month of February.
- Fuel Price Adjustment calculations will be posted to the OGS website with the Contract Award Notification upon Contract approval.

EXAMPLE FUEL PRICE ADJUSTMENT INCREASE:

Published rate on date of bid opening	$4.07
Monthly Average Price	$4.17

Monthly Average Price – Published rate on date of bid opening = Fuel Price Adjustment

$4.17 - $4.07 = $0.10 = Additional amount allowed to be added to price per ton.

EXAMPLE FUEL PRICE ADJUSTMENT DECREASE:

Published rate on date of bid opening	$4.07
Monthly Average Price	$3.97

Monthly Average Price – Published rate on date of bid opening = Fuel Price Adjustment

$3.97 - $4.07 = - $0.10 = Amount allowed to be deducted from price per ton.

3.6.4 Fuel Price Adjustment for quantities exceeding 120% & 130%

The calculation for the fuel price adjustment for quantities ordered over the 120% and 130% thresholds with 10% or greater surcharges shall be as follows:

(Base price per ton * surcharge) + (fuel price adjustment) = adjusted price per ton

EXAMPLE OF FUEL PRICE ADJUSTMENT INCREASE FOR ORDER OVER 120% OF FILED REQUIREMENT:

Base price per ton in contract	**$60** (example only)
Published fuel rate on date of bid opening	**$4.07**
Monthly Average Price of fuel	**$4.17**
Fuel price adjustment (**$4.17 - $4.07 = $0.10**)	**$0.10**
Surcharge of 10%	**1.1**

($60 * 1.1) + ($0.10) = $66.10 per ton

3.6.5 Additional Notes on Fuel Price Adjustment

Should postings become unavailable, not reflective of market conditions, or differ from current description and/or format, a posting determined by the Commissioner of General Services in his/her sole discretion to be most reflective of market conditions will be used. Corrections to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.

The following shall apply to all additional price amounts under any Contract awarded:

- Price adjustments are limited to changes in pre-selected posting as noted above. Increases in Contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the Contractor, will not be allowed during the Contract period, except as indicated under the fuel price adjustment and price escalation clause herein.

(continued on next page)

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

- Should the price structure utilized by the parties become unworkable for the State, detrimental or injurious to the State, or result in prices which are not truly reflective of current market conditions and the price is deemed unreasonable or excessive by the Commissioner of General Services, and no adjustment in price is mutually agreeable, the Commissioner of General Services reserves the sole right upon 10 days written notice mailed to the Contractor to terminate any Contract resulting from this bid opening. If the Contractor is unable or unwilling to meet contractual requirements in whole or in part, it shall immediately notify the State of that fact in order that the State may take appropriate action. Such notification shall be in writing and shall be directed to the OGS Procurement Services. Such notification shall not relieve the Contractor of its responsibilities under the Contract.

In the event of an extension, the base rate for calculating adjustments will be the rate shown in the referenced EIA on the date of the next bid year's bid opening and for subsequent years additional extensions would follow this format. If there is no bid opening date for the next year, the base rate for calculating adjustments will be the rate shown in the referenced EIA one year after the last bid opening date. If the date is not a business date when the posting occurs, the next business day will be the date used for the adjustment.

3.6.6 Price Adjustment for Renewals

Price Adjustments for extensions or renewals shall be negotiated and mutually agreed upon by OGS and each Contractor. OGS's review may include appropriate indices as determined by OGS, market conditions reflecting supply and demand, and other economic factors deemed appropriate by OGS. Each Contractor's review will be independent.

3.6.7 Price Reductions

Contractors shall be permitted to reduce their pricing any time during the contract term.

3.7 Best Pricing Offer

During the Contract term, if the Commissioner becomes aware that the Contractor is selling substantially the same or a smaller quantity of a Product outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, may be reduced to a lower price on a prospective basis at the discretion of the Commissioner. The Commissioner reserves the right to request information to verify pricing for the purposes of this clause.

3.8 Minimum/Maximum Obligations

Authorized Users are obligated to take 70% minimum (50% minimum for solar salt) of their filed requirements during the contract period and Contractors are obligated to deliver up to 150% of the filed requirement for Road Salt and Treated Salt. However, Authorized Users with multiple delivery sites (e.g., NYSDOT, County Highways and NYS Thruway) shall have their minimum/maximum delivery quantities determined based on the sum of all their sites serviced by a Contractor per lot.

When the Authorized User is not able to take the minimum required amount, the salt Contractor will store salt for the Authorized User until December 31 of that calendar year (i.e., user did not take minimum by 8/31/21 – Contractor will store through 12/31/21) at a per ton rate. If storage is necessary for an Authorized User beyond 12/31/21, the salt Contractor may offer storage at a per ton per month rate. Delivery of stored salt between 9/1/22 and 5/31/23 shall meet the delivery requirements in Section 3.9 - *Delivery Terms*.

3.8.1 Contractor Storage Fees

Contractor Name	Price/Ton to Store from 9/1/2022 to 12/31/2022	Price/Ton/Month to Store as of 1/1/2023
American Rock Salt Co LLC	$3.60/ton	$3.60/ton/month
Apalachee LLC	$3.00/ton	$1.00/ton/month
Atlantic Salt Inc	$3.50/ton	$3.50/ton/month
Cargill Inc d/b/a Cargill Inc -Salt, Road Safety	$3.60/ton	$11.00/ton/month

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.9 Delivery Terms

Road salt and treated salt shall be shipped bulk delivery as outlined below.

3.9.1 Delivery Schedule

The *Delivery Schedule* for this Solicitation is included as Attachment 12. It is provided as a guide to indicate proposed delivery points and estimated annual requirements. Contractors shall be obligated to add to the delivery schedule any State Agency that submits filed requirement(s) on or before December 31 of the Contract term. Any State Agency that submits filed requirement(s) after December 31 shall be eligible to be added to the delivery schedule and receive deliveries at the Contractor's discretion only.

Any political subdivision or other non-state entity which has not filed a requirement with OGS Procurement Services as of the date of the bid opening shall be eligible to be added to the delivery schedule and receive deliveries at the Contractor's discretion only.

Contractors will be advised regarding political subdivisions or other non-State entities which have filed on a timely basis but do not appear on the delivery schedule.

3.9.2 Compliance with Delivery Schedule & Purchase Orders

Delivery shall be made in accordance with instructions on the Purchase Order from each Authorized User and delivery instructions/conditions as shown in the referenced *Delivery Schedule*. Contractors should carefully review the delivery schedule and make note of these requirements. If there is a discrepancy between the purchase order and what is listed in the Contract and/or within the delivery schedule, it is the Contractor's obligation to seek clarification from the ordering Authorized User and, if applicable, from OGS Procurement Services.

If no representative of the Authorized User is available at the time of delivery, the Contractor shall make a reasonable effort to notify the Authorized User of the delivery, either by phone or by email.

3.9.3 Ordering timeliness

Orders must be placed before 2 p.m. Any orders placed after 2 p.m. shall be deemed as being placed the next business day.

3.9.4 Holidays/Weekends

If the scheduled delivery is to occur on a holiday or weekend, the next weekday will be the delivery date, unless the Contractor and the ordering agency mutually agree differently.

3.9.5 Prevention of Contamination

Delivery trucks shall be inspected (and cleaned if necessary) prior to loading to prevent contamination of salt loads by residual materials found in the truck bodies. Any loads found to be contaminated may be subject to rejection with all related cleanup and/or replacement costs to be borne by the supplier.

All shipments of salt shall be totally covered with a waterproof, non-porous tarpaulin, or similar sheeting material. Torn, ripped or mesh coverings may be cause for rejection of shipment. Also, evidence of free-flowing water/brine in particular shipments may be cause for rejection.

Upon inspection of delivered salt, the material shall be uniform in appearance, free flowing and free from visual evidence of foreign matter including but not limited to dirt, stone, chips, trash or any other material that could reasonably be expected to interfere with the use, handling or storage of the salt. Salt shall be received in a free-flowing and usable condition.

The right is reserved to consider truckloads of salt delivered by the Contractor to any one Authorized User on a single day to be a single delivery. Price deductions imposed because of contamination may be imposed on the total day's delivery.

(continued on next page)

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

If the Authorized User accepts contaminated salt (salt delivered in a lumpy condition which requires reprocessing in order to make it usable shall be cause for rejection of the entire delivery, with a replacement delivery to be made at no additional charge to the Authorized User.

If, because of emergency conditions, it is necessary to accept and reprocess the Salt for use, all costs will be charged to the Contractor. For operational reasons, a 10% price deduction may be placed on the Contractor by the Authorized User after consultation with the Contractor and OGS Procurement Services.

Agencies will submit to OGS supporting documentation for price deduction in regard to contamination. OGS Procurement Services will review and will have final approval as to price deduction applied.

3.9.6 Non-Complying Product – Price Deduction

A non-complying product price deduction is not to be assessed unless the proper analysis and test procedures are followed. If the Contractor consistently delivers salt found to be outside the specification requirements for moisture content, or consistently not conforming to the gradation requirements, the Contract shall be subject to cancellation either in whole or in parts.

The right is reserved to consider truckloads of salt delivered by the Contractor to any one Authorized User on a single day to be a single delivery. Price deductions imposed because of deviation from specifications may be imposed on the total day's delivery.

3.9.7 Acceptance

The salt may be rejected if it fails to conform to any of the requirements of this Award or the specifications in Attachment 9 – *Road & Treated Salt Specifications*.

3.9.8 Weight Tickets

All shipments of bulk salt shall be accompanied by a weight ticket of a licensed weigh master indicating the producer, net weight of the delivery, and in the case of bulk delivery, the stockpile source. Tickets should be completely filled out with hauler name (printed and signed) and AU rep name printed and signed (if AU rep is present at the time of delivery).

The certification must bear the weigh master's signature; weights shall be recorded from a scale equipped with a weight printing device. **Handwritten weights are not acceptable**.

In the event that handwritten tickets must be used, the Contractor must contact OGS Procurement Services to obtain approval prior to delivery of the order.

3.9.9 Delivery Timetable

Completed delivery, at the latest, is required as follows:

- Contractor is required to deliver orders of 600 tons or less* within three (3) Business Days.
- Contractor will be required to deliver a minimum of 200 tons per day after the initial 600-ton delivery.
- Multiple orders placed for the same delivery site that overlap will be viewed as a single order, still subject to the overall 200 tons per day minimum delivery.

(continued on next page)

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

Authorized Users are advised not to place orders that exceed their maximum storage capacity. See below, Delivery Timetable Example for more information.

Single Order Placed on	First 600 Tons or Less* Delivered by	601 - 800 Tons Delivered by	801 -1000 Tons Delivered by	Over 1000 Tons Delivered by
Monday	Thursday	Friday	Monday	200 Tons/Day/Location
Tuesday	Friday	Monday	Tuesday	200 Tons/Day/Location
Wednesday	Monday	Tuesday	Wednesday	200 Tons/Day/Location
Thursday	Tuesday	Wednesday	Thursday	200 Tons/Day/Location
Friday	Wednesday	Thursday	Friday	200 Tons/Day/Location

*if full amount of order is less than 600 tons

Delivery Timetable Example

An order of 1,400 tons placed on Monday shall be delivered as follows (or sooner):

Order Placed on	Thursday Delivery	Friday Delivery	Monday Delivery	Tuesday Delivery	Wednesday Delivery
Monday	600 tons	200 tons	200 tons	200 tons	200 tons

Note: Authorized Users are advised that their supply should be replenished on an ongoing basis, as it is depleted. It is not advised to run down the supply of product until it is dangerously low. This can cause undue stress to the delivery network during high levels of demand, which can be compounded by inclement weather conditions that adversely impact transit times for deliveries.

3.9.10 Delivery Rate Guarantees/Exceptions

The guaranteed delivery in number of Business Day(s) required to make delivery after receipt of a Purchase Order shall be applicable in accordance with Section 3.9.9 - *Delivery Timetable*, and the Contractor is obligated to honor same from September 1 through the following May 31 of each Contract term. However, from June 1 through August 31 of each Contract term, delivery shall be at the discretion of the Contractor.

Contractor shall notify the Authorized User and OGS Procurement Services promptly regarding anticipated performance issues such as low supply, late delivery, lack of Product, and insufficient hauling capability. Failure by the Contractor to do so may result in liquidated damages and/or a buy against in accordance with Section 3.9.11 - *Liquidated Damages* and Section 3.9.12 - *Buy Against.*

Although Contractors are expected to make every effort to meet these delivery timeframes, some exceptions may be made for extreme road and/or weather conditions (e.g. roadways that are closed, obstructed, or impassable due to winter weather conditions). Allowances for exceptions must be approved by the Office of General Services, Procurement Services, whose decision shall be final. Delivery will be allowed during the weekend and on State holidays only if the Contractor and the ordering Authorized User mutually agree. No additional remuneration will be made for a Saturday, Sunday, or holiday delivery.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.9.11 Liquidated Damages

During the Contract period, each September through the following May 31, deliveries that do not meet the daily delivery tonnage requirements and/or the established order completions period specified, shall be considered cause for interruption of the proper implementation of the State's winter roadway safety. If it is determined that the interruption is caused by non-performance or negligence on the part of the Contractor, OGS Procurement Services and the Contractor presume that in the event of any such delay, the amount of damage that is sustained from a delay in daily delivery tonnage requirements and/or the established order completions period specified, is the greater of either:

1. $100.00 per Business Day per Purchase Order or individual orders against blanket Purchase Orders, as applicable; or
2. 1% of the value of the Purchase Order or individual orders against blanket Purchase Orders, as applicable, for each Business Day that the breach is not cured by the Contractor.

OGS Procurement Services and the Contractor agree that in the event of any such delay the awarded Contractor shall pay such amount as liquidated damages.

During times when an Authorized User must work with the Contractor to prioritize/coordinate deliveries due to delays, the Contractor is not absolved from meeting delivery timetable requirements at other locations. During times of extreme weather activity that impact deliveries system-wide, OGS may consider waiving liquidated damages.

The following options may be used by Authorized Users for deducting amounts due to the Contractor because of liquidated damages:

1. Authorized User may deduct such amount from any money payable to the Contractor, or
2. Authorized User may bill the Contractor separately.

Costs incurred include, but are not limited to the following:

- Increased personnel costs due to demurrage;
- Increased costs incurred for treatment of salt on hand to extend usage;
- Costs for clean-up after required application of alternative snow and ice control materials (i.e. salt mixed with sand).

Liquidated damages may be applied to the Contractor by the Authorized User only after consultation with the Contractor and OGS Procurement Services. A request for the application of liquidated damages must be made to OGS within thirty (30) days of the event. Damages must be memorialized by supporting documentation that must be provided to OGS Procurement Services for review and approval.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.9.12 Buy Against

Contractors must supply Product in accordance with the terms of the Contract and instructions on Purchase Orders. In the event of the Contractor's failure to deliver in accordance with Contract requirements, purchase of a specific quantity (pre-determined by OGS), from the Emergency Standby Contract (Lot IV;) or the open market at the Contractor's expense may be authorized by OGS. Such authorized purchases will result in chargeback of the cost above the Contract price to the Contractor who fails to comply with delivery terms.

The Authorized User must make OGS Procurement Services aware of the non-delivery and allow OGS Procurement Services to ascertain if immediate delivery can be made by the Contractor prior to obtaining authorization from OGS Procurement Services to make an Emergency Standby (LOT IV) purchase or a purchase on the open market.

If open market Treated Salt is not readily available, the Authorized User at their discretion may purchase Road Salt, in lieu of Treated Salt, for the undelivered quantity from the Emergency Standby Road Salt Contract (Lot IV), and if not available through the Emergency Standby Contract, from the open market. Any price difference above the Contract price of Treated Salt (Lot II and/or Lot III) will be deducted from future payments or billed to the Treated Salt Contractor. The Contractor of the Road Salt in this case may not be the non-performing Contractor of the Treated Salt (Lot II and/or Lot III). The Authorized User must obtain authorization to use this option also from OGS Procurement Services.

3.10 Emergency Standby Road Salt (LOT IV) Use Guidelines

It is the intention of the Emergency Standby Road Salt (Lot IV) to be utilized when emergency purchases of Road Salt are determined to be necessary (e.g. to be used for an impending storm when reserves are insufficient, and/or if the primary Contractor is unable to make a delivery when needed by the Authorized User).

Emergency Standby Road Salt (Lot IV) will be a multiple award Contract where one or more Contractors have an award for a county, resulting from prices awarded under Award 23248.

These Emergency Standby Road Salt (Lot IV) purchases may be made only after:

A. **The Contractor has failed to perform, or an Authorized User has need to purchase due to an extenuating circumstance; and**

B. **Authorization for the purchase has been granted by OGS Procurement Services**

3.10.1 Lot I – Road Salt

In the event that a Contractor has failed to perform, State agencies and municipalities who filed requirements for the current Road Salt Contracts under Lot I of Awards 23134, 23175, 23212, and 23248, may make purchases from Lot IV.

If the current awarded Contractor for Road Salt is unable to supply needed Product the Authorized User may "charge back" the difference in price to the awarded Contractor under the applicable Group 01800 – Award for Lot I. For more information see section "Emergency Standby Road Salt (Lot IV) Purchases – Buy Against" below.

In the event that an Authorized User has been impacted by extenuating circumstances, approval to purchase using Emergency Standby Road Salt (Lot IV) may be granted by OGS Procurement Services. This action will not result in a charge back to the awarded Contractor and is not dependent on the Authorized User having filed requirements for the current Road Salt Contracts under Lot I.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.10.2 Lot II and Lot III – Treated Salt

OGS Procurement Services may, on a case by case basis, approve emergency purchases to be made by State agencies and municipalities (i.e. Authorized Users) who filed requirements under Lots II and III (Treated Salt – Type 1 and Type 2) for Awards 23134, 23175, 23212, and 23248.

In these cases, Road Salt would be provided in lieu of Treated Salt. State agencies and municipalities may charge back the difference in price to their original Treated Salt Contractor under Awards 23134, 23175, 23212, and 23248, as applicable. For more information see section "Emergency Standby Road Salt (Lot IV) Purchases – Buy Against Process" below.

The Contractor providing Emergency Standby Road Salt in lieu of Treated Salt shall not be the non-performing supplier of the Treated Salt (Lot II and Lot III).

3.10.3 Emergency Standby Road Salt (Lot IV) Purchases – Ordering Process

After receiving OGS Procurement Services approval, Authorized Users should review all applicable Contractors awarded under Emergency Standby Road Salt (Lot IV) as a result of Award 23248.

The Authorized User may request a quote from all awarded Contractors in the county and use the results to place a Purchase Order. The quote should specifically address delivery time and ability to deliver which may be a determining factor in the choice of Contractor.

Contractors are not required to lower prices when they receive a quote request and may quote their Contract awarded price. However, at no time, may a price be quoted that is higher than the Contract price be acceptable. Any awarded price can be lowered by the Contractor during the quote process.

3.10.4 Emergency Standby Road Salt (Lot IV) Purchases – Buy Against Process

In the event that the awarded Contractor has failed to perform, the difference between the current awarded price for Road Salt (Lot I) and the amount paid for prices under Emergency Standby Road Salt (Lot IV) may either be deducted or "charged back" by the Authorized User in one of the following ways:

a). When an invoice is due:
Authorized User may deduct the additional increased amount from the amount due to the Contractor in that invoice under the applicable current Lot I Award

b). When an invoice is not due:
The awarded Contractor will issue a credit or refund to the Authorized User for the difference in price between the amount owed under Lot I Award and the amount due to the Contractor

3.11 Price Structure

If, during the Contract Term, the Contractor is unable or unwilling to meet contractual requirements in whole or in part based on the price structure of the Contract, it shall immediately notify the Office of General Services, Procurement Services in writing. Such notification shall not relieve the Contractor of its responsibilities under the Contract. The State may, but is not required to, consider an equitable adjustment in the Contract terms and/or pricing in the circumstances outlined in Appendix B, *Savings/Force Majeure*.

Should the Commissioner in his or her sole discretion determine during the Contract Term that (i) the Contract price structure is unworkable, detrimental, or injurious to the State, or (ii) the Contract price structure results in prices which are unreasonable, excessive, or not truly reflective of current market conditions, and no adjustment in the Contract terms and/or pricing is mutually agreeable, the State may terminate the Contract upon 10 business days written notice mailed to the Contractor.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.12 On Ground/Delivered Inventory

Contractor shall have the following on-ground/delivered inventory reserved solely for Office of General Services Authorized Users as follows:

- October 1, 2021 - 50% of filed requirement for awarded counties
- November 1, 2021 - 70% of filed requirement for awarded counties

After November 1, 2021, the Contractor is obligated to maintain inventories adequate to provide deliveries as requested in the time frames and quantities requested. Any failure by the Contractor to deliver pursuant to contract terms may result in a "buy against" to that Contractor in accordance Section 3.9.12 - *Buy Against.*

Contractor shall be required to provide OGS Procurement Services with biweekly status updates of inventory on hand throughout the winter season that is dedicated to Authorized Users under the Contract. This shall include detailed information regarding tonnage currently in inventory at stockpile locations which is dedicated to Authorized Users of the Contract, and anticipated production or delivery of additional tonnage necessary to meet contractual requirements.

If at any time during the contract period, extenuating circumstances arise, and it is determined by the Office of General Services that the Contractor does not have adequate inventory, award may be made at the discretion of the Office of General Services to another Bidder.

3.13 Ordering

Purchase Orders shall be made in accordance with the terms set forth in Appendix B, *Purchase Orders.* Authorized Users may submit orders over the phone, and, if available, may submit orders electronically via web-based ordering, e-mail, or facsimile at any time. Orders submitted shall be deemed received by Contractor on the date submitted.

All orders shall reference Contract number, requisition, and/or Purchase Order number (if applicable). Upon Contractor's receipt of an order, confirmation is to be provided to the Authorized User electronically or via facsimile. Order confirmation should be sufficiently detailed, and include, at a minimum, purchase price, date of order, delivery information (if applicable), Authorized User name, and sales representative (if applicable).

3.14 Minimum Order

The minimum order for this Contract is 22 tons.

3.15 Invoicing and Payment

Invoicing and payment shall be made in accordance with the terms set forth in Appendix B, *Contract Invoicing*.

The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery. The invoice must include detailed line item information to allow Authorized Users to verify that pricing at point of receipt matches the Contract price on the original date of order. At a minimum, the following fields must be included on each invoice:

- Contractor Name
- Contractor Billing Address
- Contractor Federal ID Number
- NYS Vendor ID Number
- Account Number
- NYS Contract Number
- Name of Authorized User indicated on the Purchase Order
- NYS Agency Unit ID (if applicable)
- Authorized User's Purchase Order Number
- Order Date
- Invoice Date
- Invoice Number
- Invoice Amount
- Product Descriptions

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

- Unit Price
- Quantity
- Unit of Measure
- Dates of Service (if applicable)

Cost centers or branch offices within an Authorized User may require separate invoicing as specified by each Authorized User. The Contractor's billing system shall be flexible enough to meet the needs of varying ordering systems in use by different Authorized Users. Visit the following link for further guidance for vendors on invoicing: https://bsc.ogs.ny.gov/content/vendor-information.

3.16 Optional Delayed Billing Program

Contractor, at its option, may participate in a delayed billing program for the benefit of political subdivisions for orders delivered during September, October, and November 2021. Payment would not be required until January 2022. This program would be available to encourage fall season filling of stockpiles and storage sheds and accommodate the budget process of the political subdivisions. This program would be coordinated directly by the end user with the particular Contractor. Contractor may also delay crediting/debiting fuel price adjustments until the end of the contract with the concurrence of the end users. Contractor must advise end users how they intend to process invoices upon receipt of first purchase order for salt. No changes to agreed-upon processing methodology may be made during the contract period.

3.17 Product Returns and Exchanges

In addition to the provisions of Appendix B, *Title and Risk of Loss*, *Product Substitution*, and *Rejected Product*, Products returned or exchanged due to quality problems, duplicated shipments, outdated Product, incorrect Product shipped, Contractor errors otherwise not specified, or Products returned or exchanged due to Authorized User errors, shall be replaced with specified Products or the Authorized User shall be credited or refunded for the full purchase price.

Any credit or refund shall be applied against the next bill/invoice submitted by the Contractor to the Authorized User. If no credit or refund, or only a partial credit or refund, is made in such fashion, the Contractor shall pay to the Authorized User the amount of such credit or refund or portion thereof still outstanding, within 30 calendar days of demand.

3.18 Extension of Use

This Contract may be extended to additional States or governmental jurisdictions upon mutual written agreement between New York State and the Contractor. Political subdivisions and other authorized entities within each participating state or governmental jurisdiction may also participate in any resultant Contract if such state normally allows participation by such entities. New York State reserves the right to negotiate additional discounts based on any increased volume generated by such extensions.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.19 NYS Financial System (SFS)

New York State is currently operating on an Enterprise Resource Planning (ERP) system, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions.

The State is also implementing an eProcurement application that supports the requisitioning process for State Agencies to procure Products in SFS. This application provides catalog capabilities. Contractors with Centralized Contracts have the ability to provide a "hosted" or "punch-out" catalog that integrates with SFS and is available to Authorized Users via a centralized eMarketplace website. Additional information may be found at: https://nyspro.ogs.ny.gov/content/nys-emarketplace-1

There are no fees required for a Contractor's participation in the catalog site development or management. Upon completion and activation of an on-line catalog, State Agencies will process their orders through the SFS functionality and other Authorized Users can access the catalog site to fulfill orders directly.

The State is also implementing the PeopleSoft Inventory module in the near future to track inventory items within the item master table. Further information regarding business processes, interfaces, and file layouts may be found at: http://www.sfs.ny.gov and http://www.osc.state.ny.us/agencies/guide/MyWebHelp/.

3.20 Insurance

The Contractor shall maintain in force at all times during the terms of the Contract, policies of insurance pursuant to the requirements outlined in Attachment 4 – *Insurance Requirements*.

3.21 Report of Contract Usage

Contractor shall submit Attachment 8 – *Report of Contract Usage* including total sales to Authorized Users of this Contract by Contractor, and all authorized resellers, dealers and distributors, if any, no later than 10 days after the first day of each month. If the Contract period begins or ends in a fractional portion of a reporting period, only the actual Contract sales for this fractional period should be included in the monthly report.

Contractors shall specify if any authorized resellers, dealers or distributors are NYS Certified Minority- and/or Women-Owned Business Enterprises (MWBEs), small business enterprises (SBEs), or Service-Disabled Veteran-Owned Businesses (SDVOBs).

The report is to be submitted electronically via e-mail in Microsoft Excel to OGS Procurement Services, to the attention of the individual listed on the front page of the Contract Award Notification and shall reference the Contract Group Number, Award Number, Contract Number, Sales Period, and Contractor's name.

The report in Attachment 8 – *Report of Contract Usage* contains the minimum information required. Additional related sales information, such as detailed user purchases may be required by OGS and must be supplied upon request. Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible.

3.22 Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR"), the New York State Office of General Services ("OGS") is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for 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, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, and any subcontractors, awarded a subcontract over $25,000, for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to, the contracting State agency (the "Work") except where the Work is for the beneficial use of the Contractor.

1. 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. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 - Staffing Plan.

To ensure compliance with this section, the Contractor agrees to submit or has submitted with the Bid a staffing plan on Form EEO 100 to OGS 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

C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms shall be completed by Contractor and any subcontractor.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services 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 the

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

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.

IV. Contract Goals

A. OGS hereby establishes an overall goal of 20% for MWBE participation, 10% for Minority-Owned Business Enterprises ("MBE") participation and 10% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs) during the term of this Contract in the following counties: **Albany, Allegany, Bronx, Cattaraugus, Cayuga, Chautauqua, Clinton, Columbia, Cortland, Dutchess, Erie, Essex, Franklin, Fulton, Genesee, Greene, Hamilton, Herkimer, Jefferson, Kings, Lewis, Livingston, Madison, Monroe, Montgomery, Nassau, New York, Niagara, Oneida, Onondaga, Ontario, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Seneca, St. Lawrence, Suffolk, Sullivan, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates.**

The total Contract goal can be obtained by utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under the Contract.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=2528 . The MWBE Regulations are located at 5 NYCRR § 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women Owned Businesses Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women's Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

C. Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.

B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.

C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1,

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE

D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.

E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

F. OGS may disqualify a Bidder's bid/proposal as being non-responsive under the following circumstances:

(a) If a Bidder fails to submit an MWBE Utilization Plan;
(b) If a Bidder fails to submit a written remedy to a notice of deficiency;
(c) If a Bidder fails to submit a request for waiver; or
(d) If OGS determines that the Bidder has failed to document good faith efforts.

G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.

H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

A. A. Prior to submission of a request for a partial or total waiver, Bidder shall contact the Designated Contacts listed on page 1 of this document for guidance.

B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.

C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS 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.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations and any responses thereto.

2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.

3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

5. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.

6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at https://ny.newnycontracts.com/. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.

B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero-dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.

C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "**Introduction to the System - Vendor training**" and "**Contract Compliance Reporting - Vendor Training**" to become familiar with the NYSCS. To view the training schedule and to register visit: https://ny.newnycontracts.com/FrontEnd/TrainingList.asp

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

D. As soon as possible after the Contract is approved, Contractor should visit https://ny.newnycontracts.com and click on "**Account Lookup**" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary, by choosing "**Change Info.**" It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "**Request New User**." When identifying the person responsible, please add "**MWBE Contact**" after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "**Contact Us & Support**" then "**Technical Support**" on the NYSCS website.

E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages clause in clause IX below.

IX. Breach of Contract and Liquidated Damages

Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.

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. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: https://www.ogs.ny.gov/MWBE/Forms.asp

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.23 Participation Opportunities For New York State Certified Service-Disabled Veteran Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, OGS conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/default.asp

Contractor is encouraged to contact the Division of Service-Disabled Veteran's Business Development at 518-474-2015 to discuss methods of maximizing participation by SDVOBs on the Contract.

ALL FORMS ARE AVAILABLE AT: https://ogs.ny.gov/Veterans/default.asp

3.24 New Accounts

Contractor may ask State Agencies and other Authorized Users to provide information in order to facilitate the opening of a customer account, including documentation of eligibility to use New York State Contracts, agency code, name, address, and contact person. State Agencies shall not be required to provide credit references.

3.25 Use of Recycled or Remanufactured Materials

New York State supports and encourages Contractors to use recycled, remanufactured or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health or safety requirements or Product specifications contained herein. Refurbished or remanufactured components or Products are required to be restored to original performance and regulatory standards and functions and are required to meet all other requirements of this Award. Warranties on refurbished or remanufactured components or Products must be identical to the manufacturer's new equipment warranty or industry's normal warranty when remanufacturer does not offer new equipment. See Appendix B, *Remanufactured, Recycled, Recyclable or Recovered Materials.*

3.26 Environmental Attributes and NYS Executive Order Number 4

New York State is committed to environmental sustainability and endeavors to procure Products with reduced environmental impact. One example of this commitment may be found in Executive Order No. 4 (Establishing a State Green Procurement and Agency Sustainability Program), which imposes certain requirements on State Agencies, authorities, and public benefit corporations when procuring Products. More information on Executive Order No. 4, including specifications for offerings covered by this Contract, may be found at https://www.ogs.ny.gov/greenny/. State entities subject to Executive Order No. 4 are advised to become familiar with the specifications that have been developed in accordance with the Order, and to incorporate them, as applicable, when making purchases under this Contract.

3.27 Consumer Products Containing Mercury

Contractor shall comply with the requirements of Title 21 of Article 27 of the NYS Environmental Conservation Law regarding restrictions on the sale, purchasing, labeling and management of any products containing elemental mercury under this Contract.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.28 Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law"), it is a requirement that heavy-duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State Agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by Contractors "on behalf of" State Agencies and public authorities and require certain reports from Contractors. All heavy-duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Contractor hereby certifies and warrants that all heavy-duty vehicles, as defined in the Law, to be used under this Contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

3.29 Overlapping Contract Products

Products available under the resulting Contract may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost-effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.

3.30 Preferred Source Products

Section 162 of the State Finance Law requires that Authorized Users afford first priority to the Products of Preferred Source suppliers such as Corcraft (the marketplace name for the NYS Department of Corrections and Community Supervision, Division of Industries), New York State Preferred Source Program for People who are Blind (NYSPSP), and New York State Industries for the Disabled (NYSID), and others determined by law, when such Products meet the form, function and utility of the Authorized User. Some Products in the resultant Contract may be available from one or more Preferred Sources. An Authorized User must determine if a particular Product is approved for a Preferred Source and follow the requirements of State Finance Law § 162(3) or (4)(b), respectively, before engaging the Contractor.

3.31 Drug and Alcohol Use Prohibited

For reasons of safety and public policy, the use of alcoholic beverages or illegal drugs by the Contractor's personnel shall not be permitted in performance of the Contract.

3.32 Traffic Infractions

Neither the State nor Authorized Users will be liable for any expense incurred by the Contractor's personnel for any parking fees or as a consequence of any traffic infraction or parking violation attributable to employees of the Contractor in performance of the Contract.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

3.33 Samples

A. **Contract Supplied Samples** - The Commissioner reserves the right to request from the Contractor a representative sample(s) of the Product offered at any time prior to or after award of a Contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Contractor's name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate Contractor or Contract reference.

A sample may be held by the Commissioner during the entire term of the Contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period, the sample, where feasible, will be returned as instructed by the Contractor, at the Contractor's expense and risk. Where the Contractor has failed to fully instruct the Commissioner as to the return of the sample (i.e., mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

B. **Enhanced Samples** - When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Commissioner may procure a Product substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

C. **Conformance with Samples** - Submission of a sample (whether or not such sample is tested by, or for, the Commissioner) and approval thereof shall not relieve the Contractor from full compliance with all terms and conditions, performance related and otherwise, specified in the Award. If in the judgment of the Commissioner the sample or Product submitted is not in accordance with the specifications or testing requirements prescribed in the Award, the Commissioner may cancel the Contract at the expense of the Contractor.

D. **Testing** - All samples are subject to tests in the manner and place designated by the Commissioner, either prior to or after Contract award. Unless otherwise stated in the Award, Contractor samples consumed or rendered useless by testing will not be returned to the Contractor. Testing costs for samples that fail to meet Contract requirements may be at the expense of the Contractor.

E. **Requests for Samples by Authorized Users** - Requests for samples by Authorized Users require the consent of the Contractor. Where Contractor refuses to furnish a sample, Authorized User may, in its sole discretion, make a determination on the performance capability of the Product or on the issue in question.

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

SECTION 4: PRICING

Please refer to the price pages' link published at the webpage for this contract at the OGS – Procurement Services website:

http://www.ogs.ny.gov/purchase/spg/lists/gp_018.asp

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

State of New York
Office of General Services
PROCUREMENT SERVICES
Contract Performance Report

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product's end user.**

Contract No.:_____ **Contractor.**_____

Describe Product* Provided (Include Item No., if available):_____

***Note**: "**Product**" is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments:_____

_____

_____(over)

Agency:_____ Prepared by:_____

Address:_____ Title:_____

_____ Date:_____

_____ Phone:_____

_____ E-mail:_____

Please detach or photocopy this form & return via email to OGS.sm.SST roadsalt@ogs.ny.gov or mail to:

OGS PROCUREMENT SERVICES
Customer Services, 38th Floor
Attn: Brandy Alden
Corning 2nd Tower - Empire State Plaza
Albany, New York 12242
* * * * *

Attachment: ARS NYS (RES-2022-920 : Authorize Supervisor to Sign Contract to Piggyback American Rock Salt Co., LLC CRS # 3577)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 26401 **RESOLUTION 2022-921** **ADOPTED**

Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS #2211/3578

The Highway Department is requesting the Town Board authorize an agreement extension to piggyback the Erie County Contract #220173-002 for Maintenance/On-call services for Erie County Fuel Sites through the Pump Doctor, Inc. This contract will be valid from the date of execution by the Town of Amherst through August 31, 2024.

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#2211/3578) and the approval of the Town Attorney.

9/19/2022
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

AGREEMENT - EXTENSION

Let this document stand as an Agreement between The Pump Doctor, Inc. and the Town of Amherst permitting the Town of Amherst to participate in the purchase extension of Maintenance/On-call Services - Erie County Fuel Sites & Chemical Sites under Erie County Contract, Bid#220173-002. The term of this contract will be from date of execution by the Town of Amherst through August 31, 2024.

During the term of this Agreement, The Pump Doctor, Inc. agrees to invoice the Town of Amherst for all parts, materials and labor at the rates specified in the Erie County contract or at further discounted rates when such rates are parts of a special being offered on certain parts or a special service package offered to The Pump Doctor, Inc.'s customers it further being agreed that the prices set forth in the Pump Doctor's, Inc's invoices shall be the price charged and that no further attempts will be made to change or seek payment of a different price.

Agreed to and Accepted by:

THE PUMP DOCTOR, INC.

By: _____
Signature

Benjamin Appleton
Printed Name

President
Title

Date: 9/1/2022

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

Addendum to Contract VENDOR ON SITE Major

1. Notwithstanding any other provision in this Agreement, the following clauses sh be controlling. Should any other provision of the Agreement conflict with the clauses in th Addendum then the provisions of this Addendum are to be enforceable and any conflicti provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of profession Vendors or any similar association shall affect this Agreement in any way whatsoever or b binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, it officers, agents, and employees, harmless from any and all liability, demands, claims, o expenses, awards or judgments imposed upon the Town, its officers, agents, and/o employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/o 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 al 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.

(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.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possib and not later than twenty-four (24) hours from the time of such accident. A detailed writte report must be submitted to the Town of Amherst as soon thereafter as possible as and n later than three (3) days after the date of such accident.

6. No Assignment: In accordance with the provisions of Section 109 of the Gener Municipal Law, the Vendor is hereby prohibited from assigning, transferring, conveyin subletting or otherwise disposing of this Agreement, or of its right, title or interest in thi agreement, or its power to execute this Agreement, to any other person or corporatio without the previous consent in writing of the Town.

7. Required Provisions of Law: Each and every provision of law and clause required b law to be inserted in this Agreement shall be deemed to have been inserted herein. If an such provision is not inserted through mistake or otherwise, then upon the application o 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: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

regulations or ordinances for any state other than New York State, to the laws, statutes, rul regulations or ordinances for any county other than Erie County, New York or to the law statutes, rules, regulations or ordinances for any municipality other than the Town Amherst, then the laws, statutes, rules, regulations or ordinances for New York State, Er county and/or the Town of Amherst shall apply as applicable. Any and all legal actic necessary to enforce the Agreement will be venued in Supreme Court, Erie County, New Yor 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 thi Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meetin 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 instrumen 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 Pump Doctor, Inc.

Print Name of Company

By: Benjamin Appleton

Signature

Benjamin Appleton

Printed name

Date: 9/1/2022

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30.19 SJS

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New Yor provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities l of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). T list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility unde Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will 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 seek to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must cer at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibi entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informat that a person is in violation of the above-referenced certification, the Town will offer the person opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in investment which is in violation of the Act within 90 days after the determination of such violation, tl the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seek 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 ent that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursu responsibility review with respect to any entity that is awarded a Contract/Lease and appears on prohibited entities list after Contract/Lease award.

Company Name: The Pump Doctor, Inc.

Signature: Benjamin Appleton

Print Name: Benjamin Appleton

Title: President

Date: 9/1/2022

Sworn To Before Me This

1st Day of September, 20 22

Notary Public

MARK T. DUSHA
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01BU4999160
My Commission Expires 01/15/20 23

Revised 4.

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ 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 endorse If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER M & T Insurance Agency, Inc 285 Delaware Avenue, Suite 4000 Buffalo NY 14202	CONTACT NAME: PHONE (A/C, No, Ext): 716-853-7960 FAX (A/C, No): 855-595-4605 E-MAIL ADDRESS: CLSERVICING@mtb.com
INSURED PUMPDOC-01 The Pump Doctor 2706 Hemlock Road Eden NY 14057	INSURER(S) AFFORDING COVERAGE — NAIC INSURER A : NGM Insurance Co — 1478 INSURER B : Great Divide Insurance Company — 2522 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1577891647 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	ECP2035440-11	7/29/2022	7/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	B2U0388T	9/6/2021	9/6/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			FFX2035441-11	7/29/2022	7/29/2023	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B B	Pollution-Claims Made Professional-Claims Made			ECP2035440-11 ECP2035440-11	7/29/2022 7/29/2022	7/29/2023 7/29/2023	Limit Per Claim Limit Per Claim Aggregate-both lines	$1,000,000 $1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Contractual Liability applies under General Liability form.
Town of Amherst is included as additional insured on a primary and non-contributory basis under the General Liability and Auto Liability if required by written contract. Waiver of subrogation applies in favor of Town of Amherst under the General Liability and Auto Liability if required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFO THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reser

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 300495732

M & T INSURANCE AGENCY INC
285 DELAWARE AVE SUITE 4000
BUFFALO NY 14202

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
THE PUMP DOCTOR INC 2706 HEMLOCK RD EDEN NY 14057	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B 928 247-6	260179	12/22/2021 TO 12/22/2022	12/20/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 928 247-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

BENJAMIN W APPLETON - PRESIDENT
1 OF 1 - THE PUMP DOCTOR INC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUN

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 387896829

00000000000099565101

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) THE PUMP DOCTOR INC 2706 HEMLOCK RD. EDEN, NY 14057 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (716) 941-6321 1c. Federal Employer Identification Number of Insured or Social Security Number 300495732
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE , NY 14221	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 3149 93 - 8 3c. Policy effective period 07/01/2022 to 07/01/2023

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

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

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

Date Signed 7/13/2022 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17) Certificate Number 696581

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

COUNTY OF ERIE
DIVISION OF PURCHASE
MEMORANDUM

To: All Using Departments

From: Jamie Kucewicz, Buyer

Date: July 25, 2022

Subject: MAINTENANCE/ON-CALL SERVICES – ERIE COUNTY FUEL & CHEMICAL SITES

Bid No.: 220173-002

Effective Dates: Extended through August 31, 2024

Vendor #: 107496

Vendor: THE PUMP DOCTOR, INC.
2706 Hemlock Road
Eden, NY 14057

Telephone: 716-992-3181

Contact: Ben Appleton

Pricing: per attached document

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

COUNTY OF ERIE

DIVISION OF PURCHASE
VALLIE M. FERRARACCIO
DIRECTOR

June 29, 2022

The Pump Doctor, Inc.
2706 Hemlock Road
Eden, NY 14057
Attn: Benjamin Appleton

Re: Bid #220173-002 – Maintenance/On-Call Services – Erie County Fuel Sites

Dear Mr. Appleton:
The County of Erie wishes to extend this agreement for an additional two years, through August 31, 2024, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

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

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

Company Name: THE PUMP DOCTOR, INC

Representative (Please print): BENJAMIN APPLETON Title: PRESIDENT

Signature: Benjamin Appleton Date: 7/11/2022

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase
7/18/2022
DATE

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

EXHIBIT "F"

County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the 27th DAY OF AUGUST, 2020

by and between THE PUMP DOCTOR, INC.

of 2706 HEMLOCK ROAD, EDEN, NY 14057

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County;

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on AUGUST 21, 2020 at 11:00AM

for: MAINTENANCE/ON-CALL SERVICES – ERIE COUNTY FUEL & CHEMICAL SITES

WHEREAS, the bid of the Contractor submitted in accordance therewith, comprising various test costs and an Overhead & Profit charge of 20%, was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. 220173-002, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

_____ Paid monthly upon presentation of invoices.

_____ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

by _____
Director of Purchase

Date_____

CONTRACTOR: THE PUMP DOCTOR, INC.

by Benjamin Appleton

Title PRESIDENT

Date AUGUST 31, 2020

APPROVED AS TO FORM

_____
Assistant County Attorney
County of Erie, New York

Date_____

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left hand corner of envelope MUST indicate the following:

BID NUMBER: 220173-002

OPENING DATE: AUGUST 18, 2020 TIME: 11:00AM

FOR: MAINTENANCE/ON-CALL SERVICES – ERIE COUNTY FUEL & CHEMICAL SITES

NAME OF BIDDER: The Pump Doctor, Inc. 2706 Hemlock Rd. Eden, NY 14057

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

X	EXHIBIT "A" - Assignment of Public Contracts
X	EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
____	EXHIBIT "C" - Construction/Reconstruction Contracts
____	EXHIBIT "D" - Bid Bond (Formal Bid)
N/A	EXHIBIT "E" - Bid Bond (Informal Bid)
X	EXHIBIT "EP" - Equal Pay Certification
X	EXHIBIT "F" - Standard Agreement
X	EXHIBIT "G" - Non-Collusive Bidding Certification
X	EXHIBIT "H" - MBE/ WBE Commitment
X	EXHIBIT "IC" - Insurance CLASSIFICATION "A"
____	EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
X	EXHIBIT "PW" - NYS Prevailing Wage
____	EXHIBIT "Q" - Confined Space Program Certification
X	EXHIBIT "V" - Vendor Federal Compliance Certification

(Rev. 1/00)

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

EXHIBIT "G"

County of Erie

DIVISION OF PURCHASE

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

(1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A PALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 5th day of August, 20 20

TERMS NET 30 DELIVERY DATE AT DESTINATION _____

FIRM NAME The Pump Doctor, Inc.

ADDRESS 2706 Hemlock Road

Eden, NY ZIP 14057

AUTHORIZED SIGNATURE Bayan Appleton

TYPED NAME OF AUTHORIZED SIGNATURE Benjamin Appleton

TITLE President TELEPHONE NO. 716-992-3181

(Rev 1/2000)

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-8395

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

County of Erie

DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO. 220173-002

Ship to:
Attention:

Ship Via:
Date Required at Destination:

			CATALOG NO./DESCRIPTION		
			Vendor to provide Maintenance Services,		
			on an as-needed, basis, at various Erie County fuel and chemical sites		
			Contract period will be from September 1, 2020 through August 31, 2022.		

NOTE: Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

ERIE COUNTY DIVISION OF PURCHASE
Freedom of Information Officer
95 Franklin Street, Rm. 1254
Buffalo, NY 14202
FAX #: **716/858-6465**

NAME OF BIDDER The Pump Doctor, Inc.

(Rev. 9/95)

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

Specification for Maintenance/On-Call Services
Erie County Fuel and Chemical Sites

Article I - General Information and Scope of Work

1001.1 Erie County requires a Full-Service service/on call contract to provide maintenance services of fuel and chemical site systems utilizing all labor, parts material, tools, equipment, electrical work and work practices in strict accordance with all applicable codes and standards. Transportation and supervision necessary to install, service Gas Boy - Veeder Root fuel systems and Facility fuel oil systems at all Erie County owned buildings as directed by the County of Erie representative during the contract term. Contractor must be able to service, repair, and maintain underground storage tanks (UST) and aboveground storage tanks (AST) and systems delivery.
Erie County Division of Sewerage Management (DSM) also operates a chemical UST that is included in the scope of this contract.

Contractor must also provide Required Certified Testing mandated by DEC and EPA as listed in Article III. Test documents to be provided to building manager and filed with DEC
Note: Fuel Oil Systems includes all required related equipment Tanks underground and aboveground for complete fuel delivery. Contractor must also be able to provide excavation and site restoration including any required concrete work.
All work must conform to the latest edition of the International Building Code and local laws.

1001.2 **Contract is for a 2-year term September 1, 2020 to August 31, 2022**

1001.3 Contractor must be able to provide service 24 hours /day - 7 days /week and be able to respond within 1 hour and be on site within 2 hours from time of call by a County of Erie representative. Must provide 24-hour emergency number

1001.4 Any work performed under this specification must be at current prevailing rate and contractor is responsible to provide certified payroll as required by New York State Department of Labor for every invoice submitted. **Contractor to provide current prevailing rate in January for each year of contract.**

1001.5 - The county reserves the right to terminate (60 Day written notice) at any time, for any reason, or suspend any part of the services described herein when conditions change, operation of a county facility is reduced or discontinued or other similar circumstances take place. In the event of such termination or suspension, payments for services shall suspend without penalty.

Article II - Qualifications / Requirements

2001.1 All Erie County Fuel sites are Gas Boy / Veeder Root Fuel Management Systems and Gas boy Fleet plus and Prime Systems. All work associated with the required system operations must be performed by Gas Boy / Veeder Root Factory Trained Certified Technicians (Current Documentation of Training of technicians must be submitted at time of bid) To insure the integrity and listings of the systems. The contractor will assume all associated liabilities and risks when working on systems as the fuel management systems are connected to the County wide integrated network for fuel management which is operated and controlled at 95 Franklin St. Buffalo N.Y. Any failure to the County wide integrated systems and network caused by the contractor or his sub-contractors will be the responsibility of the contractor. The contractor will be responsible for any and all costs associated to system restoration.

2001.2 The contractor shall have been a qualified service organization in active operation for a minimum of 10 Years. The bidder shall furnish with his bid, a statement that he has in his employ and under his supervision, the necessary certified personnel and he possesses resources located within the County of Erie, to properly fulfill all the services and conditions required under these specifications.

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

2001.3 The contract will be awarded to a contractor whose primary business is fuel site Installation, maintenance, repair, restoration, DEC required testing and reporting. The experience questionnaire attached must be submitted at time of bid.

2001.4 The contractor shall have a flawless record with the Department of Labor any infractions within the past 10 Years, specifically regarding prevailing rate, will disqualify the bidder.

2001.5 Contractor to provide quality workmanship and material and be subject to inspection by Erie County representative.

2001.6 - Contractor must provide photographic documentation of all excavation and restoration work.

Article III – Testing

3001.1 - The following tests must be performed as required by DEC and EPA Regulations and requested by Erie County

1. Cathodic Test
2. Annual Tightness Test (Pressurized line tightness test and pressurized leak detector test).
3. Annual Test (Release detection equipment testing) for a complete overview of the Veeder Root tank monitors and associated sensors, probes, alarms.
4. Triennial Test (To include spill prevention equipment testing; overfill prevention equipment inspections, and hydrostatic containment sump testing, Veeder Root (ATG) release detection equipment inspections in accordance with EPA/DEC and PEI standards.
5. Semiannual fire suppression test
6. Soil Testing (when required)

All testing documentation must be sent to DEC and to the respective Erie County Department or Division, 95 Franklin St Buffalo N.Y.14202

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

Article IV – Pricing

4001.1 – On Call Service /Construction
Include line item bid price for hourly labor rate for any work that may be required to bring fuel sites under code compliance, service calls for equipment, fuel systems computer issues, construction.
Quote shall be sent to department for approval.
Example : Work required to correct failed test , service call for Gas Boy / Veeder Root equipment, fuel oil spills, excavation, contaminated soil disposal, concrete work.

Hourly Billing Rate: $90.00 / Hour

Travel Time Allowed: Must be billed on separate line of invoice

4001.2 Contractors Percentage of Overhead & Profit 20 %

4001.3 - DEC / EPA Required Testing
All testing to be all-inclusive (labor, material, travel) pricing to perform each test. Any work to correct failed test to follow pricing in Article 4001.1 and 4001.2. The bid price will be the TOTAL amount paid for each test.

Cost for Cathodic Test	$ 90.00
Cost for Annual Tightness Test	$ 250.00
Cost for Annual Test	$ 300.00
Cost for Triennial Tests	$ 300.00
Cost for Semiannual Fire Suppression Test	$ 360.00
Cost for Soil Testing (when required)	$ 249.25
Cost for Tank Tightness Test	$ 500.00

***Bid award will be based on:**
1) Total cost of one of each test
2) 300 hours of labor
3) Overhead and profit on item 2

NOTES
- Vendor invoice must list separately labor, travel, materials, equipment charges (example: rental of equipment) and O & P. Invoices for non- labor charges also must be provided at time of billing.
- Invoices for testing shall have the testing results attached.
- All invoices shall have Certified Payroll documents attached.
- All Invoices to be sent electronically to department responsible for payment.
- Contractor to provide prevailing wage rate in January of each year of contract.

Article V – Attachments
1. Listing of Fuel Sites
2. Experience Questionnaire

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/3/2022

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

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

PRODUCER M & T Insurance Agency, Inc 285 Delaware Avenue, Suite 4000 Buffalo NY 14202	CONTACT NAME: PHONE (A/C, No, Ext): 716-853-7960 FAX (A/C, No): 855-595-4605 E-MAIL ADDRESS: CLSERVICING@mtb.com
INSURED PUMPDOC-01 The Pump Doctor 2706 Hemlock Road Eden NY 14057	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : NGM Insurance Co — 14788 INSURER B : Great Divide Insurance Company — 25224 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1577891647 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH TH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	ECP2035440-11	7/29/2022	7/29/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	B2U0388T	9/6/2021	9/6/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			FFX2035441-11	7/29/2022	7/29/2023	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? Y/N [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B B	Pollution-Claims Made Professional-Claims Made			ECP2035440-11 ECP2035440-11	7/29/2022 7/29/2022	7/29/2023 7/29/2023	Limit Per Claim Limit Per Claim Aggregate-both lines	$1,000,000 $1,000,000 $2,000,000

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

Blanket Contractual Liability applies under General Liability form.
Town of Amherst is included as additional insured on a primary and non-contributory basis under the General Liability and Auto Liability if required by written contract. Waiver of subrogation applies in favor of Town of Amherst under the General Liability and Auto Liability if required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 300495732

M & T INSURANCE AGENCY INC
285 DELAWARE AVE SUITE 4000
BUFFALO NY 14202

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
THE PUMP DOCTOR INC 2706 HEMLOCK RD EDEN NY 14057	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B 928 247-6	260179	12/22/2021 TO 12/22/2022	12/20/2021

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 928 247-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

BENJAMIN W APPLETON - PRESIDENT
1 OF 1 - THE PUMP DOCTOR INC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUN

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 387896829

00000000000099565101

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only) THE PUMP DOCTOR INC 2706 HEMLOCK RD. EDEN, NY 14057 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured (716) 941-6321 1c. Federal Employer Identification Number of Insured or Social Security Number 300495732
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE , NY 14221	3a. Name of Insurance Carrier **New York State Insurance Fund (NYSIF)** 3b. Policy Number of Entity Listed in Box "1a" DBL 3149 93 - 8 3c. Policy effective period 07/01/2022 to 07/01/2023

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

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

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

Date Signed 7/13/2022 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (10-17) **Certificate Number 696581**

Attachment: THE PUMP DOCTOR (RES-2022-921 : Pump Doctor Maintenance/On-Call Svcs Extension for Fuel Sites on Erie Cty Piggyback CRS

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26387 **RESOLUTION 2022-922** **ADOPTED**

Working Crew Chief/Building Maintenance/Facilities

Please appoint a Working Crew Chief to the Building Maintenance/Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective September 20, 2022 at an hourly rate of $26.08, Step F for Robert Klumpp.

This is a promotion for an employee currently serving as Senior Maintenance Worker.

Replacing an employee who was recently promoted.

9/19/2022
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: 09/19/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26435 **RESOLUTION 2022-923** **ADOPTED**

Deputy Town Clerk/Town Clerk's Office

Please appoint Joanne Schultz to Deputy Town Clerk (Legal) effective September 20, 2022 at an annual salary of $118,613.81.

This is a lateral transfer from current Exempt title with no change in grade or salary.

9/19/2022
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: 09/19/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26430 **RESOLUTION 2022-924** **ADOPTED**

Communications Specialist/Economic Development Department

Please create and appoint a Communications Specialist to the Economic Development Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective September 20, 2022, at an annual salary of $91,283.56, Grade 2, Step H of the Exempt Non-Department Head Salary Schedule for Annette Herman.

This is a lateral transfer from current Exempt title with no change in grade or salary.

9/19/2022
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: 09/19/22 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 26432 **RESOLUTION 2022-925** **ADOPTED**

Public Safety Dispatcher/Police Department

Please appoint a Temporary Public Safety Dispatcher to the Police Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective September 20, 2022, at an annual salary of $48,241, Grade 13, Step A for Corrine Yard.

This is a Temporary appointment due to a leave of absence.

Contingent upon completing all pre-employment requirements.

9/19/2022
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: 09/19/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26392 **RESOLUTION 2022-926** **ROLL CALL VOTE (ADOPTED)**

To Authorize the Supervisor to Extend the Agreement with the Legal Aid Bureau of Buffalo, Inc. (The Legal Aid Bureau) for Free Legal Services CRS #3563

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 allocation for The Legal Aid Bureau to manage increased legal assistance requests from Town residents due to pandemic related housing insecurity; and

WHEREAS, at the Town Board meeting of March 22, 2021, the contract was approved for the period April 1, 2020 through August 31, 2021. Due to the eviction moratorium being in effect until January 30, 2022, the Town Board at it's September 27, 2021 meeting approved a contract extension through September 30, 2022.

WHEREAS, the Legal Aid Bureau is still assisting Amherst clients, Community Development staff would like to extend the contract until March 31, 2023. 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 extend the contract with The Legal Aid Bureau until March 31, 2023. Adequate funds are available in the CDBG budget to cover the maximum $25,000.00 cost of the proposed contract.

9/19/2022
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Berger and approved via Roll Call vote 4-0 (abstain, Bucki).

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]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Deputy Supervisor
AYES:	Kulpa, Berger, Lavin, Szukala
ABSTAIN:	Bucki

Amherst

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

Brian J. Kulp
Supervisor
Daniel C. Howard, P
Planning Direc
Ellen M. Kost, A
Assistant Planning I or

August 30, 2022

Agenda of September 19, 2022

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

Subject: Contract Extension for 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 original contract was from the period of April 1, 2020 through August 31, 2021.

At the Town Board meeting of September 27, 2021, a contract extension was approved for the period April 1, 2020 through September 30, 2022. Since the Legal Aid Bureau is still assisting Amherst clients, Community Development staff would like to extend the contract until March 31, 2023.

Attached for your consideration is a resolution authorizing the Town Supervisor to extend the contract with The Legal Aid Bureau until March 31, 2023. 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_2nd_Extension_TB_Letter_9.19.22.docx

Attachment: tb legal-09152022091102 (RES-2022-926 : To Authorize a Contract Extension for the Legal Aid Bureau of Buffalo, Inc.)

Contract Extension Between the Town of Amherst and The Legal Aid Bureau of Buffalo, Inc.

THIS AGREEMENT, made and entered into as of the ___ day of _____, 2022 by and between the TOWN OF AMHERST, a domestic municipal corporation having its principal place of business at Amherst Town Hall, 5583 Main Street, Williamsville, NY 14221 hereinafter referred to as the Town, and THE LEGAL AID BUREAU OF BUFFALO, INC., located at 290 Main Street, Suite 400, Buffalo, NY 14202 hereinafter referred to as "The Legal Aid Bureau".

WITNESSETH

WHEREAS, The Town Board approved a contract with The Legal Aid Bureau dated March 9, 2021, to provide free legal services to the Town residents to prevent evictions, foreclosures and homelessness due to the pandemic; and

WHEREAS, legal aid services are an eligible use of Community Development Block Grant funds, and

WHEREAS, the Town Supervisor, by requested action of the Town Board of the Town of Amherst, on August 23, 2021 authorized a **twelve month extension of the agreement with The Legal Aid Bureau for the provision of legal services to September 30, 2022, and**

WHEREAS, The Legal Aid Bureau requested another contract extension due to the continuous demand for legal services due to the pandemic, and

WHEREAS, the Town Supervisor, by requested action of the Town Board of the Town of Amherst, on _____ authorized a **six month extension of the agreement with The Legal Aid Bureau for the provision of legal services to March 31, 2023, and**

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Section 1 – Services

1.0 The Legal Aid Bureau will provide all necessary professional legal services, as contracted and pursuant to The Legal Aid Bureau's proposal dated December 11, 2020 and will provide such services to March 31, 2023, not to exceed $**25,000**.

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for the Legal Aid Bureau of Buffalo, Inc.)

Section 9 - Assignment

This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Town.

Section 10 - Entire Agreement

1.0 This Agreement and attachments thereto contains the entire agreement between the parties hereto, and there are no understandings, agreements or representations, express or implied, not specified herein respecting this Agreement; and no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

THE LEGAL AID BUREAU OF BUFFALO, INC.

By: David C. Schopp
David C. Schopp, Chief Executive Officer

State of New York)
County of Erie)

On this _____ day of _____ , in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name 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

State of New York)
County of Erie)

On this 8th day of August , in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared David C. Schopp , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NICOLE M. SMITH-GORECKI
Notary Public - State of New York
No. 01SM6214644
Qualified in Erie County
My Commission Expires 12/14/2025

Nicole M Smith-Gorecki
Notary Public

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for the Legal Aid Bureau of Buffalo, Inc.)

Addendum to Contract

Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision conflict with the clauses in this Article the provisions in this Article are to be enforceable and the conflicting provision shall be considered null and void.

No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it 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:

General and Professional (if applicable) Liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible and no later than three (3) days after the date of such accident.

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

Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for the Legal Aid Bureau of Buffalo, Inc.)

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.

The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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. 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 of Buffalo, Inc.
Print Name of Company

By: David C. Schopp
Signature

David C. Schopp
Printed name

Date: 8/8/22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa
Printed name

Date: _____

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for 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: Legal Aid Bureau of Buffalo, Inc.

Signature: David C Schopp

Print Name: David C. Schopp

Title: Chief Executive Officer

Date: August 8, 2022

Sworn To Before Me This

8th Day of August, 2022

Nicole M Smith-Gorecki

Notary Public

NICOLE M. SMITH-GORECKI
Notary Public - State of New York
No. 01SM6214644
Qualified in Erie County
My Commission Expires 12/14/2025

Revised 4.2017

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for the Legal Aid Bureau of Buffalo, Inc.)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrie

1a. Legal Name & Address of Insured (use street address only)
THE LEGAL AID BUREAU OF BUFFALO INC.

290 MAIN STREET, STE 400
BUFFALO, NY 14202

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

1b. Business Telephone Number of Insured
716-853-9555

1c. Federal Employer Identification Number of Insured or Social Security Number
160743069

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

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL560310

3c. Policy effective period
07/01/2021 to 06/30/2023

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

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

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

Date Signed 6/13/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for the Legal Aid Bureau of Buffalo, Inc.)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrie or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for the Legal Aid Bureau of Buffalo, Inc.)

LEGAAID-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ 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 endors If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Walsh Duffield Companies, Inc. 801 Main St. Buffalo, NY 14203	CONTACT NAME: Sharon M. Bolognese PHONE (A/C, No, Ext): (716) 362-7365 FAX (A/C, No): E-MAIL ADDRESS: sbolognese@walshduffield.com
INSURED The Legal Aid Bureau of Buffalo, Inc. 290 Main Street Suite 400 Buffalo, NY 14202	INSURER(S) AFFORDING COVERAGE — NAIC INSURER A : Main Street America Assurance Co. — 29939 INSURER B : NGM Insurance Company — 14788 INSURER C : Hartford Casualty Ins. Co. — 29424 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 PERI INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH T CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERM EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X		BPV46022	1/12/2022	1/12/2023	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 $ 50,000 $ 1,000 $ $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BPV46022	1/12/2022	1/12/2023	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			CUV46022	1/12/2022	1/12/2023	EACH OCCURRENCE AGGREGATE Aggregate	$ 1,000,000 $ $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		01WECGH8431	11/6/2021	11/6/2022	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 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is included as an Addtional Insured under General Liability as per written, signed contract, per endorsement BPM3100, to the exten provided therein,

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFC THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Edward F. Walsh Jr.

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for the Legal Aid Bureau of Buffalo, Inc.)

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
The Legal Aid Bureau of Buffalo, Inc. **290 Main Street** **Suite 400** **Buffalo, NY 14202** Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	**(716) 853-9555** 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 16-0743069
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) **Town of Amherst** **5583 Main St** Williamsville, NY 14221	3a. Name of Insurance Carrier **Hartford Casualty Ins. Co.** 3b. Policy Number of Entity Listed in Box "1a" **01WECGH8431** 3c. Policy effective period 11/6/2021 to 11/6/2022 3d. The Proprietor, Partners or Executive Officers are X included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the ent listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of the policy effective period? ☐YES ☐NO

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Edward F. Walsh, Jr.
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Edward F Walsh Jr 8/8/2022
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 716-853-3820

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

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for the Legal Aid Bureau of Buffalo, Inc.)

C-105.2 (9-15)

www.wcb.ny.g

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for the Legal Aid Bureau of Buffalo, Inc.)

Workers' Compensation Law

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

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

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

Attachment: legal aid-08292022160937 (RES-2022-926 : To Authorize a Contract Extension for 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: 09/19/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26393 **RESOLUTION 2022-927** **ADOPTED**

Authorization for the Supervisor to Sign and Submit the Application for Federal Assistance to Continue the Family Self Sufficiency Program (FSS)

WHEREAS, the Town of Amherst is the lead entity to the Erie County Public Housing Authority (PHA) Consortium; and

WHEREAS, the Erie County PHA Consortium provides a Family Self Sufficiency (FSS) Program as part of the Housing Choice Voucher Program funded by the U.S. Department of Housing and Urban Development (HUD); and

WHEREAS, the Town contracts with Belmont Housing Resources for WNY to administer the day-to-day management of the PHA programming, including any grant writing required; and

WHEREAS, HUD requires an administrative directive requiring the Town, as the PHA lead, to directly submit the grant application and application for federal assistance for the FSS Program in Grants.gov; and

WHEREAS, Belmont has prepared the 2023 FSS grant application in the amount of $371,481 in Grants.gov for the Town to submit before October 7, 2022; now therefore

BE IT RESOLVED, that the Town Board of the Town of Amherst approves the FSS Action Plan and formally authorizes the Supervisor to sign and submit the Application for Federal Assistance for the 2023-24 Family Self Sufficiency Program for the Erie County Public Housing Authority Consortium in the Grants.gov system.

9/19/2022
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves the request for grant funds from the U.S. Department of Housing and Urban Development and will have no monetary impact on the Town Budget or tax rate.

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. Kulp
Supervisor
Daniel C. Howard, P
Planning Direc
Daniel J. Ulatowsk :P
Assistant Planning l .or

September 2, 2022

Agenda of September 19, 2022

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

Subject: Authorization for the Supervisor to sign the application for federal assistance to continue the Family Self Sufficiency Program (FSS)

Honorable Members:

The U.S. Department of Housing and Urban Development's (HUD) Family Self Sufficiency (FSS) Program has been provided for the last 25 years through our Erie County Public Housing Authority (PHA) Consortium Administrator, Belmont Housing Resources for WNY. Over those years Belmont has applied to receive funding for the FSS Program on behalf of the PHA. Amherst is the Lead Municipality for the Erie County Public Housing Authority and the program currently serves over 280 low-income households.

Recently, HUD completed an administrative rule change requiring the PHA itself to apply for the funding and to act as signatory on the forms. As a result, to receive funding for FY 2023-FY2024 the Town must now submit the funding application and Supervisor Kulpa must sign all documentation as the Authorizing (signatory) Official for the Town.

Attached please find the Application for Federal Assistance Forms, as well as information on the program provided by Belmont Housing Resources for WNY. Should you have any questions please contact Laurie Stillwell, at lstillwell@amherst.ny.us. or (716) 631-7050.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Att.
cc: Town Attorney

X:\Community Development\New Structure\PHA\Family Self Sufficiency\2022 FSS Funding\2022 FSS Town Board Letter -9.19.22.docx

Attachment: signed_TB_letter_9.19.22 (RES-2022-927 : To Authorize the Supervisor to Sign the Family Self Sufficiency Application)

BELMONT HOUSING
RESOURCES FOR WNY

Central Office
1195 Main Street
Buffalo, NY 14209
716-884-7791
Fax: 716-884-8026

Niagara County Office
33 Spruce Street
North Tonawanda, NY 14120
716-213-2784
Fax: 716-213-2787

Town of Amherst

Brian J. Kulpa, Town Supervisor

Belmont Housing Resources for WNY, Inc is the agent who administers the Housing Choice Voucher Program (HCV) on behalf of the Erie County PHA Consortium, Amherst Town Lead.

Through HCV, Belmont offers the Family Self-Sufficiency (FSS) program. FSS is a voluntary economic independence program that was legislated by Congress in 1990 to help HCV families reduce the need for public assistance and rental subsidies. Established at Belmont in 1994, it is currently one of nearly 900 FSS programs nationwide. Adult family members can voluntarily sign up for FSS, entering a personalized education, training, and career goal plan with a program coordinator. FSS Coordinators provide participants with referrals for childcare, employment opportunities, child support issues, civil litigation, and food pantries. We are considered and rated by HUD as a high performer, with an average of 216 enrolments between 2021 and 2020. We were one of the first PHA that offered FSS 27 years ago and in that time assisted 1418 clients, with 602 graduates, 132 of which purchased homes.

The target population for this program is HCV holders with young children, including families who are asset-limited, income-constrained, living in areas of concentrated poverty, veterans, and new or long-term unemployed.

Belmont employs three full-time counselors for which we have receive HUD FSS renewal funding annually through the HUD NOFA. We were awarded for $172,745 for 2021 funding. Previously they allowed us to apply as the applicant, however they are no longer allowing agents to apply on behalf of the PHA and the PHA must be the applicant and the signatory. Funds would still be drawn down directly to Belmont. The application this year will be in the amount of 371,481.00, which represents 2 years of funding, January 1, 2023 – December 31, 2024.

Attached please find a paper copy of the amended application for your signature. You can return it to Belmont, and we will submit to HUD. Once the award is made, it will require you to accept it in Grant Solutions.

Attachment: Belmont FSS Funding Program Details (RES-2022-927 : To Authorize the Supervisor to Sign the Family Self Sufficiency

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grant.gov upon Submission

4. Applicant Identifier:

5a. Federal Entity Identifier: NY091

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Erie County PHA Consortium, Town of Amherst Lead Applicant

* b. Employer/Taxpayer Identification Number (EIN/TIN): 16-6002157

* c. UEI:

d. Address:

* Street1: 5583 Main Street
Street2:
* City: Amherst
County/Parish:
* State: NY: New York
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 14221-5488

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Brian
Middle Name: J.
* Last Name: Kulpa
Suffix:

Title: Town Supervisor

Organizational Affiliation: Town of Amherst

* Telephone Number: 716-631-7000
Fax Number:

* Email: bkulpa@amherst.ny.us

Attachment: Belmont FSS Funding Program Details (RES-2022-927 : To Authorize the Supervisor to Sign the Family Self Sufficiency

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

L: Public/Indian Housing Authority

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

US Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.896

CFDA Title:

Family Self Sufficiency-Renewal NOFA

*** 12. Funding Opportunity Number:**

FR-6600-N-04

* Title:

2022 Family Self Sufficiency Renewal NOFA

13. Competition Identification Number:

FR-6600-N-04

Title:

2022 Family Self Sufficiency Renewal NOFA

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

2022 Family Self Sufficiency Renewal NOFA

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Attachment: Belmont FSS Funding Program Details (RES-2022-927 : To Authorize the Supervisor to Sign the Family Self Sufficiency

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: NY-026 * b. Program/Project: NY-026

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 01/01/2023 * b. End Date: 12/31/2024

18. Estimated Funding ($):

* a. Federal	182,546.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	188,935.00
* f. Program Income	
* g. TOTAL	371,481.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☐ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Brian
Middle Name:	J.
* Last Name:	Kulpa
Suffix:	
* Title:	Town Supervisor
* Telephone Number:	716-631-7000
Fax Number:	
* Email:	bkulpa@amherst.ny.us
* Signature of Authorized Representative:	Completed By Grants .gov upon submission
* Date Signed:	Upon Submissi

Attachment: Belmont FSS Funding Program Details (RES-2022-927 : To Authorize the Supervisor to Sign the Family Self Sufficiency

Applicant/Recipient Disclosure/Update Report

U.S. Department of Housing and Urban Development

OMB Approval No. 2510-0011 (exp. 11/30/2018)

Instructions. (See Public Reporting Statement and Privacy Act Statement and detailed instructions on page 2.)

Applicant/Recipient Information

Indicate whether this is an Initial Report ☐ **or an Update Report** ☐

1. Applicant/Recipient Name, Address, and Phone (include area code):
Erie County PHA Consortium, Town of Amherst Lead Applicant, 5583 Main Street, Williamsville, NY 14221
7168847791

2. Social Security Number or Employer ID Number:
16-6002157

3. HUD Program Name
Family Self-Sufficiency Program

4. Amount of HUD Assistance Requested/Received
371,481 (2 years)

5. State the name and location (street address, City and State) of the project or activity:
2393 Main Street, Buffalo, NY 14214

Part I Threshold Determinations

1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).
☐ **Yes** ☑ **No**

2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD) , involving the project or activity in this application, in excess of $200,000 during this fiscal year (Oct. 1 - Sep. 30)? For further information, see 24 CFR Sec. 4.9
☐ **Yes** ☑ **No**.

If you answered "**No**" to either question 1 or 2, **Stop**! You do not need to complete the remainder of this form.
However, you must sign the certification at the end of the report.

Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

Department/State/Local Agency Name and Address	Type of Assistance	Amount Requested/Provided	Expected Uses of the Funds

(**Note**: Use Additional pages if necessary.)

Part III Interested Parties. You must disclose:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).

Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)	Social Security No. or Employee ID No.	Type of Participation in Project/Activity	Financial Interest in Project/Activity ($ and %)

(**Note**: Use Additional pages if necessary.)

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed $10,000 for each violation.
I certify that this information is true and complete.

Signature:	Date: (mm/dd/yyyy)
X	

Attachment: Belmont FSS Funding Program Details (RES-2022-927 : To Authorize the Supervisor to Sign the Family Self Sufficiency

Public reporting burden for this collection of information is estimated to average 2.0 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection information unless that collection displays a valid OMB control number.

Privacy Act Statement. Except for Social Security Numbers (SSNs) and Employer Identification Numbers (EINs), the Department of Housing and Urban Development (HUD) is authorized to collect all the information required by this form under section 102 of the Department of Housing and Urban Development Reform Act of 1989, 42 U.S.C. 3531. Disclosure of SSNs and EINs is voluntary. HUD is authorized to collect this information under the Housing and Community Development Act of 1987 42 U.S.C.3543 (a). The SSN or EIN is used as a unique identifier. The information you provide will enable HUD to carry out its responsibilities under Sections 102(b), (c), and (d) of the Department of Housing and Urban Development Reform Act of 1989, Pub. L. 101-235, approved December 15, 1989. These provisions will help ensure greater accountability and integrity in the provision of certain types of assistance administered by HUD. They will also help ensure that HUD assistance for a specific housing project under Section 102(d) is not more than is necessary to make the project feasible after taking account of other government assistance. HUD will make available to the public all applicant disclosure reports for five years in the case of applications for competitive assistance, and for generally three years in the case of other applications. Update reports will be made available along with the disclosure reports, but in no case for a period generally less than three years. All reports, both initial reports and upd reports, will be made available in accordance with the Freedom of Information Act (5 U.S.C. §552) and HUD's implementing regulations at 24 CFR Part 15 HUD will use the information in evaluating individual assistance applications and in performing internal administrative analyses to assist in the managemer of specific HUD programs. The information will also be used in making the determination under Section 102(d) whether HUD assistance for a specific hou project is more than is necessary to make the project feasible after taking account of other government assistance. You must provide all the required information. Failure to provide any required information may delay the processing of your application, and may result in sanctions and penalties, including imposition of the administrative and civil money penalties specified under 24 CFR §4.38.

Note: This form only covers assistance made available by the Department. States and units of general local government that carry out responsibilities under Sections 102(b) and (c) of the Reform Act must develop their own procedures for complying with the Act.

Instructions

Overview.

A. Coverage. You must complete this report if:
(1) You are applying for assistance from HUD for a specific project or activity **and** you have received, or expect to receive, assistance from HUD in excess of $200,000 during the during the fiscal year;
(2) You are updating a prior report as discussed below; or
(3) You are submitting an application for assistance to an entity other than HUD, a State or local government if the application is required by statute or regulation to be submitted to HUD for approval or for any other purpose.

B. Update reports (filed by "Recipients" of HUD Assistance): General. All recipients of covered assistance must submit update reports to the Department to reflect substantial changes to the initial applicant disclosure reports.

Line-by-Line Instructions.

Applicant/Recipient Information.
All applicants for HUD competitive assistance, must complete the information required in blocks 1-5 of form HUD-2880:

1. Enter the full name, address, city, State, zip code, and telephone number (including area code) of the applicant/recipient. Where the applicant/recipient is an individual, the last name, first name, and middle initial must be entered.
2. Entry of the applicant/recipient's SSN or EIN, as appropriate, is optional.
3. Applicants enter the HUD program name under which the assistance is being requested.
4. Applicants enter the amount of HUD assistance that is being requested. Recipients enter the amount of HUD assistance that has been provided and to which the update report relates. The amounts are those stated in the application or award documentation. NOTE: In the case of assistance that is provided pursuant to contract over a period of time (such as project-based assistance under section 8 of the United States Housing Act of 1937), the amount of assistance to be reported includes all amounts that are to be provided over the term of the contract, irrespective of when they are to be received.
5. Applicants enter the name and full address of the project or activity for which the HUD assistance is sought. Recipients enter the name and full address of the HUD-assisted project or activity to which the update report relates. The most appropriate government identifying number must be used (e.g., RFP No.; IFB No.; grant announcement No.; or contract, grant, or loan No.) Include prefixes.

Part I. Threshold Determinations - Applicants Only

Part I contains information to help the applicant determine whether the remainder of the form must be completed. **Recipients filing Update Reports should not complete this Part.**

If the answer to ***either*** questions 1 or 2 is No, the applicant need not complete Parts II and III of the report, but must sign the certification at the end of the form.

Part II. Other Government Assistance and Expected Sources and Uses of Funds.

A. Other Government Assistance. This Part is to be completed by both applicants and recipients for assistance and recipients filing update reports. Applicants and recipients must report any other government assistance involved in the project or activity for which assistance is sought. Applicants and recipients must report any other government assistance involved in the project or activity. Other government assistance is defined in note 4 on the last page. For purposes of this definition, other government assistance is expected to be made available if, based on an assessment of all the circumstances involved, there are reasonable grounds to anticipate that the assistance will be forthcoming.

Both applicant and recipient disclosures must include all other government assistance involved with the HUD assistance, as well as any other government assistance that was made available before the request, but that has continuing vitality at the time of the request. Examples of this latter category include tax credits that provide for a number of years of tax benefits, and grant assistance that continues to benefit the project at the time of the assistance request.

The following information must be provided:

1. Enter the name and address, city, State, and zip code of the government agency making the assistance available.
2. State the type of other government assistance (e.g., loan, grant, loan insurance).
3. Enter the dollar amount of the other government assistance that is, or is expected to be, made available with respect to the project or activities for which the HUD assistance is sought (applicants) or has been provided (recipients).
4. Uses of funds. Each reportable use of funds must clearly identify the purpose to which they are to be put. Reasonable aggregations may be used, such as "total structure" to include a number of structural costs, such as roof, elevators, exterior masonry, etc.

B. Non-Government Assistance. Note that the applicant and recipient disclosure report must specify all expected sources and uses of funds - both from HUD ***and any other source*** - that have been or are to be, made available for the project or activity. Non-government sources of

Attachment: Belmont FSS Funding Program Details (RES-2022-927 : To Authorize the Supervisor to Sign the Family Self Sufficiency

funds typically include (but are not limited to) foundations and private contributors.

Part III. Interested Parties.

This Part is to be completed by both applicants and recipients filing update reports. Applicants must provide information on:

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and
2. any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds $50,000 or 10 percent of the assistance (whichever is lower).
   Note: A financial interest means any financial involvement in the project or activity, including (but not limited to) situations in which an individual or entity has an equity interest in the project or activity, shares in any profit on resale or any distribution of surplus cash or other assets of the project or activity, or receives compensation for any goods or services provided in connection with the project or activity. Residency of an individual in housing for which assistance is being sought is not, by itself, considered a covered financial interest.

The information required below must be provided.

1. Enter the full names and addresses. If the person is an entity, the listing must include the full name and address of the entity as well as the CEO. Please list all names alphabetically.
2. Entry of the Social Security Number (SSN) or Employee Identification Number (EIN), as appropriate, for each person listed is optional.
3. Enter the type of participation in the project or activity for each person listed: i.e., the person's specific role in the project (e.g., contractor, consultant, planner, investor).
4. Enter the financial interest in the project or activity for each person listed. The interest must be expressed both as a dollar amount and as a percentage of the amount of the HUD assistance involved.

Note that if any of the source/use information required by this report has been provided elsewhere in this application package, the applicant need not repeat the information, but need only refer to the form and location to incorporate it into this report. (It is likely that some of the information required by this report has been provided on SF 424A, and on various budget forms accompanying the application.) If this report requires information beyond that provided elsewhere in the application package, the applicant must include in this report all the additional information required.

Recipients must submit an update report for any change in previously disclosed sources and uses of funds as provided in Section I.D.5., above.

Notes:

1. All citations are to 24 CFR Part 4, which was published in the Federal Register. [April 1, 1996, at 63 Fed. Reg. 14448.]
2. Assistance means any contract, grant, loan, cooperative agreement, or other form of assistance, including the insurance or guarantee of a loan or mortgage, that is provided with respect to a specific project or activity under a program administered by the Department. The term does not include contracts, such as procurements contracts, that are subject to the Fed. Acquisition Regulation (FAR) (48 CFR Chapter 1).
3. See 24 CFR §4.9 for detailed guidance on how the threshold is calculated.
4. "Other government assistance" is defined to include any loan, grant, guarantee, insurance, payment, rebate, subsidy, credit, tax benefit, or any other form of direct or indirect assistance from the Federal government (other than that requested from HUD in the application), a State, or a unit of general local government, or any agency or instrumentality thereof, that is, or is expected to be made, available with respect to the project or activities for which the assistance is sought.
5. For the purpose of this form and 24 CFR Part 4, "person" means an individual (including a consultant, lobbyist, or lawyer); corporation; company; association; authority; firm; partnership; society; State, unit of general local government, or other government entity, or agency thereof (including a public housing agency); Indian tribe; and any other organization or group of people.

Attachment: Belmont FSS Funding Program Details (RES-2022-927 : To Authorize the Supervisor to Sign the Family Self Sufficiency

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26411 **RESOLUTION 2022-928** **ADOPTED**

Canal Corporation Grant Extension for Bike Path Improvements (CRS #3587)

WHEREAS, the Town Board desires to provide safe, accessible and well maintained trails for recreational use throughout Amherst; and

WHEREAS, under RES-2018-489 the Town Board authorized the Supervisor to receive funds from the Canal Corporation to reduce the Town's cost for these improvements; and

WHEREAS through this grant the Town of Amherst has been awarded $65,000 from the Canal Corporation; and

WHEREAS the contract ends December 31, 2022 and construction for this project is scheduled to take place next year in 2023;

NOW THEREFORE BE IT RESOLVED, that upon completion of the contract routing system, the Town of Amherst Supervisor, is hereby authorized to sign an extension of the contract (to December 31, 2023) with the State Canal Corporation to accept financial assistance in an amount not to exceed $65,000 for Town of Amherst Canalway Trail/Hopkins Road Trail Safety Enhancements and, if appropriate, a conservation easement/ preservation/public access covenant to the deed of the assisted property.

9/19/2022
Consent

FINANCIAL IMPACT:

The Town Board approved a map plan and report on October 1, 2018 (TOA#2015.033) for project H-12 "Pathway Safety Enhancement Project in the 2018-2023 CIP in the total amount of $300,000. A local share of $65,000 is identified in the Map, Plan and Report for the 50% match of the Canal Corporation grant #4400002756. Acceptance of this grant fund will provide $65,000 toward the cost of this project reducing the amount of funding the Town must bond to complete the improvements. This contract is CRS #1070 with KP Account #1845.

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

CONTRACT NUMBER **4400002756**

THIS AGREEMENT (hereinafter "Agreement"), made this **1st** day of **January, 2018**, by and between the New York State Canal Corporation (hereinafter the "CANAL CORPORATION"), a subsidiary of the New York State Power Authority (hereinafter "Authority") created pursuant to §382 of the Public Authorities Law, with offices at 30 South Pearl, Albany, New York 12207 and **Town of Amherst (hereinafter the "LOCAL SPONSOR") with offices at 5583 Main St, Williamsville, NY 14221.**

Project Title: Town of Amherst Canalway Trail

WITNESSETH:

WHEREAS, the LOCAL SPONSOR is eligible and has applied for funds for a Canal System improvement (hereinafter "PROJECT");

WHEREAS, the CANAL CORPORATION has reviewed LOCAL SPONSOR's PROJECT application for consistency with the 1995 Canal Recreationway Plan and determined that it is consistent with such; and

WHEREAS, the LOCAL SPONSOR certifies that it has or will make available sufficient funds to complete the PROJECT to the satisfaction of the CANAL CORPORATION;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, the CANAL CORPORATION and the LOCAL SPONSOR hereby agree as follows:

1. Agreement Term: The term of this Agreement shall commence upon the date set first above, and will terminate on **December 31, 2019**. This Agreement may be renewed for four additional one year terms at the sole discretion of the CANAL CORPORATION.

2. Agreement Amount: The CANAL CORPORATION agrees to make available to the LOCAL SPONSOR a sum not to exceed **$65,000** (hereinafter the "Grant"). This sum shall cover no more than 50% of the total cost of the PROJECT. The LOCAL SPONSOR shall provide funds, services or materials for the completion of the PROJECT. Project cost overruns are the responsibility of the LOCAL SPONSOR.

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

Project Description and Budget:

a. The Canalway Grant Application submitted by the LOCAL SPONSOR is hereby made part of this Agreement and attached hereto as "Appendix B". The LOCAL SPONSOR agrees to spend the Grant money pursuant to the PROJECT description and budget contained in Appendix B.

b. Should it be determined by the CANAL CORPORATION that additional information, documentation or other details regarding the PROJECT description or budget is required, the CANAL CORPORATION reserves the right to request from the LOCAL SPONSOR such information.

c. Changes may not be made by the LOCAL SPONSOR to the PROJECT description and budget without the prior approval of the CANAL CORPORATION. Such approval will not be unreasonably withheld. Changes in the budget which do not exceed ten (10%) percent of the total cost of the PROJECT may be made between budgeted items with the CANAL CORPORATION's approval. Changes which are substantive or alter the scope, intent or basic elements of the PROJECT, if agreed to by the CANAL CORPORATION, will be implemented by an amendment to this Agreement.

3. Reimbursement Provisions:

a. Reimbursement shall be made to the LOCAL SPONSOR upon approval by the CANAL CORPORATION of vouchers executed by an authorized officer of the LOCAL SPONSOR accompanied by such receipts and documents verifying expenditures as may be required by the CANAL CORPORATION. Reimbursement requests shall include a certification by the LOCAL SPONSOR that the requested funds do not duplicate reimbursements for costs and services received from other sources. Donated labor and materials must be documented and the value of these items must be specifically identified and approved as being reasonable by the CANAL CORPORATION.

b. No more than three reimbursement requests will be accepted. The final voucher must be submitted within six months of the termination date of this Agreement as set forth in paragraph 1. In any instance where the original term of this Agreement is extended, the final voucher shall be submitted within six months of the termination date as set forth in the last term extension approved by the CANAL CORPORATION. The final voucher will be processed for payment only after approval of the completed PROJECT by the CANAL CORPORATION.

c. In no event will the CANAL CORPORATION process any reimbursement request which would cause the aggregate reimbursement for the PROJECT to exceed the Grant amount set forth in paragraph 2 of this Agreement.

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

d. The LOCAL SPONSOR shall keep accurate and separate accounting records of all receipts and disbursements of all funds attributed to this Agreement, and shall produce such records for examination by the CANAL CORPORATION. Records must be maintained so that they can be provided for examination at any time during the conduct of the PROJECT and for a period of six years following its completion.

4. Representations, Warranties and Covenants:

The LOCAL SPONSOR represents, warrants and covenants that:

a. The LOCAL SPONSOR hereby acknowledges that the CANAL CORPORATION has relied upon the statements and representations made by the LOCAL SPONSOR in Appendix B in making the Grant. The LOCAL SPONSOR hereby represents and warrants that it has made no material misstatement or omission of fact in Appendix B or otherwise in connection with the Grant and that the information contained in Appendix B continues on the date hereof to be materially correct. In the event of any inconsistency between the conditions and terms of this Agreement and those contained in Appendix B, the provisions of this Agreement shall govern unless otherwise mutually agreed upon in writing by the parties.

b. The Grant shall be used solely for eligible expenses and no materials purchased with the Grant will be used for any purpose other than the PROJECT.

c. The Grant shall not be used for the following purposes:

i. Acquisition of land;

ii. Political activities, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for a candidate to promote the passage, defeat or repeal of any proposed or enacted legislation; and

iii. Religious worship or instruction as part of, or in connection with, the performance of this Agreement.

5. Independent Contractor: LOCAL SPONSOR is and shall be, in all respects, an independent contractor in performing any services pursuant to this Agreement. In accordance with its status as an independent contractor, LOCAL SPONSOR covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the CANAL CORPORATION or Authority and that neither LOCAL SPONSOR nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the CANAL CORPORATION or Authority, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

6. Construction Requirements:

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

a. Purchases. LOCAL SPONSOR's procurement of all goods and services for the PROJECT shall conform to the requirements of the General Municipal Law. Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all purchase contracts involving an expenditure of more than twenty thousand dollars ($20,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided in section 103 of the General Municipal Law.

b. Any consultant contract in the amount of twenty-five thousand dollars ($25,000) or more for architectural, engineering or design services shall be awarded on a competitive basis after the LOCAL SPONSOR has developed and publicized a Request for Proposal.

c. The LOCAL SPONSOR shall be responsible for assuring that the PROJECT is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS-Appendix A to 41 CFR part 101-19.6), Americans with Disabilities Act standards regulations contained in 28 CFR part 35 or 28 CFR part 36, the Americans with Disabilities Act Accessibility Guidelines (ADAAG-36 CFR part 1191, appendices B and D) and the New York State Uniform Fire Prevention and Building Code (Parts 1220 to 1228 of Title 19 of NYCRR). Where there are discrepancies among these standards with regard to a particular design/construction requirement, the standard providing the greatest degree of accommodation for individuals with disabilities shall apply.

d. Contract plans, specifications, and cost estimates may be required to be submitted to the CANAL CORPORATION for review prior to the letting of any construction contract by the LOCAL SPONSOR. The CANAL CORPORATION shall verify that the plans, specifications, maps, and cost estimates are in conformance with the work described in Appendix B.

e. Contracts for construction in excess of thirty five thousand dollars ($35,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law.

7. Inspections: The CANAL CORPORATION or its authorized representatives may make periodic inspections of the PROJECT during its implementation and after its completion to assure compliance with this Agreement. The LOCAL SPONSOR shall allow the CANAL CORPORATION unrestricted access to work during the preparation and progress of the work, and provide for such access and inspection by the CANAL CORPORATION of all construction contracts relating to the PROJECT.

8. Project Maintenance: The LOCAL SPONSOR agrees to maintain and operate the PROJECT. If the PROJECT constitutes an improvement to a facility currently maintained and operated by the CANAL CORPORATION, this requirement may be waived upon agreement of the parties.

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

9. Final Report: Upon completion of the PROJECT, the LOCAL SPONSOR shall submit to the CANAL CORPORATION a final report containing such information concerning the PROJECT as is requested by the CANAL CORPORATION. The final reimbursement to the LOCAL SPONSOR may be withheld by the CANAL CORPORATION until such report is submitted.

10. Fees: The LOCAL SPONSOR may charge a reasonable fee, subject to approval by the CANAL CORPORATION for the use of any facility which is part of the PROJECT. Fees charged to non-residents shall not exceed those charged to residents.

11. Canal Land: When applicable and appropriate, the CANAL CORPORATION may grant the LOCAL SPONSOR a lease or permit for the use of CANAL CORPORATION land, the terms of which will be determined by the CANAL CORPORATION pursuant to all applicable laws, regulations, and policies and procedures of the CANAL CORPORATION and/or Authority.

12. Change of Use:

    a. The LOCAL SPONSOR shall not, for a period of 25 years from the date of the final disbursement of Grant funds pursuant to this Agreement, cause or permit the use of any land or facility developed or improved pursuant to this Agreement to be changed to any use other than the public use set forth in Appendix B.

    b. Should the use of any land or facility developed or improved pursuant to this Agreement be changed in violation of subparagraph (a) of this paragraph, the LOCAL SPONSOR shall be obligated to repay any and all Grant funds disbursed pursuant to this Agreement within 90 days upon a demand therefor by the CANAL CORPORATION.

13. Default and Remedies:

    a. Each of the following shall constitute default by the LOCAL SPONSOR under the terms of this Agreement:

        i. Failure to perform or observe any obligation or covenant of the LOCAL SPONSOR contained herein to the reasonable satisfaction of the CANAL CORPORATION;
        ii. Failure to comply with any request for information reasonably made by the CANAL CORPORATION for the purpose of determining compliance by the LOCAL SPONSOR with the terms of this Agreement or otherwise reasonably requested by the CANAL CORPORATION in connection with the Grant;
        iii. The making of any false statement or the omission of any material fact by the LOCAL SPONSOR in or in connection with the Agreement or the Grant.

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

b. Upon the serving of notice to the LOCAL SPONSOR of the occurrence of a default (which notice shall specify the nature of the default), the CANAL CORPORATION shall have the right to terminate this Agreement, provided that if the default is pursuant to paragraph 15(a)(i) or 15(a)(ii), no default shall be deemed to have occurred if the LOCAL SPONSOR cures such default within ten (10) days of notice from the CANAL CORPORATION, or if the default cannot be reasonably cured within such ten day period, the LOCAL SPONSOR commences to cure such default within such ten day period and completely cures the default within 90 days thereafter, provided further that the CANAL CORPORATION shall not be obligated to make any disbursements during any such cure period.

c. Upon default, the CANAL CORPORATION shall withhold any Grant proceeds not yet disbursed. Notwithstanding the foregoing, if the default occurs pursuant to paragraph 15(a)(iii), the CANAL CORPORATION may require repayment of all Grant funds already disbursed and may refer the matter to the appropriate authorities for prosecution. The CANAL CORPORATION shall be entitled to exercise any other rights and seek any other remedies as provided by law.

14. Abandonment: The LOCAL SPONSOR shall complete the PROJECT as set forth in this Agreement, and failure to render satisfactory progress or to complete the PROJECT to the satisfaction of the CANAL CORPORATION may be deemed an abandonment of the PROJECT and cause the suspension or termination of any obligation of the CANAL CORPORATION. The failure to render satisfactory progress shall include the occurrence of PROJECT delays that are deemed to be unreasonable in the sole discretion of the CANAL CORPORATION. In the event the LOCAL SPONSOR should be deemed to have abandoned the PROJECT for any reason or cause other than a national emergency or an Act of God, all monies paid to the LOCAL SPONSOR by the CANAL CORPORATION and not expended in accordance with this Agreement shall be repaid to the CANAL CORPORATION on demand.

15. Termination: This Agreement may be terminated at any time upon mutual written consent of the CANAL CORPORATION and LOCAL SPONSOR. The CANAL CORPORATION may terminate this Agreement immediately, upon written notice of termination to the LOCAL SPONSOR, if the LOCAL SPONSOR fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.

Liability and Indemnification: The CANAL CORPORATION and the Authority shall, in no event whatsoever, be liable for any injury or damage, cost or expense of any nature whatsoever that occurs as a result of or in any way in connection with the PROJECT. To the maximum extent permitted by law, the LOCAL SPONSOR agrees to indemnify, defend and hold harmless the CANAL CORPORATION, the Authority and the State of New York, and their respective officers, directors, board members, agents, employees, successors and assigns, from all claims, suits, actions, damages and costs of every name and description arising out of the performance or non-performance by the LOCAL SPONSOR and/or any of its officers, directors, agents, employees, contractors, sub-contractors, assigns, successors, invitees and licensees of the work or services provided for in connection with this Agreement. Such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided and shall survive the expiration or termination of this Agreement. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

16. Insurance: The following insurance documents for LOCAL SPONSOR must be on file with the CANAL CORPORATION prior to the commencement of PROJECT :

1. Commercial General Liability – submitted on an ACORD 25/Power Authority – Canal Corporation Supplemental insurance certificate set, with no less than the following limits and coverages:

- Each Occurrence Limit: $1,000,000
- General Aggregate: $2,000,000

The Authority shall be included as an Additional Insured, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent, under the CGL.

The Commercial General Liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the Authority.

2. Workers' Compensation – as required by New York State Worker's Compensation and Disability Benefits Law.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

(1) C-105.2 – Certificate of Workers' Compensation Insurance.

(2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund.

(3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance

3. Disability Benefits – as required by New York State Worker's Compensation and Disability Benefits Law. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

(1) DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law.

(2) DB-155 – Certificate of Disability Self Insurance.

(3) CE-200 – Certificate of Attestation of Exemption.

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

17. Notices: All notices permitted or required to be given hereunder, except for the service of process as specified in Appendix A to this Agreement, shall be in writing and shall be transmitted using one of the following methods:

- Certified or registered United States mail, return receipt requested;
- facsimile transmission;
- personal delivery;
- expedited delivery service; or,
- email.

18. External Connections: If in order to complete the PROJECT LOCAL SPONSOR must make an external connection to the CANAL CORPORATION's/Authority's infrastructure and/or access CANAL CORPORATION/Authority information systems, LOCAL SPONSOR shall in all respects comply with all CANAL CORPORATION/Authority policies and procedures regarding such connections and information systems access and undertake whatever actions are necessary in the discretion of the of the CANAL CORPORATION/Authority to ensure such compliance. LOCAL SPONSOR shall be responsible for all costs associated with ensuring that its own network security measures comply with all Authority policies and procedures regarding external connections

19. Interchange of Data: All available information and documentation relating to the performance under this Agreement shall be made available to the other party to this Agreement without expense to such other party.

20. Environmental Review: The CANAL CORPORATION reserves the right to be "lead agency" for any compliance with the New York State Environmental Quality Review Act (SEQRA) and/or the National Environmental Policy Act (NEPA), as may be required for this Agreement or any activity undertaken by LOCAL SPONSOR pursuant to this Agreement.

21. Ethics: During the term of this Agreement, LOCAL SPONSOR shall not engage any person who is, or has been at any time, in the employ of the CANAL CORPORATION, Authority or New York State to perform services under this Agreement in violation of: the provisions of the Public Officers Law, other laws applicable to the service of current or former CANAL CORPORATION, Authority or New York State employees, and/or the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York Commission on Public Integrity (collectively, "Ethics Provisions"). LOCAL SPONSOR certifies that all of its employees who are former employees of the CANAL CORPORATION, Authority or New York State and who are assigned to perform services under this Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the term of this Agreement, no person who is employed by LOCAL SPONSOR and who is disqualified from providing services under this Agreement pursuant to any Ethics Provision may share in any net revenues LOCAL SPONSOR derives from this Agreement.

LOCAL SPONSOR shall identify and provide the CANAL CORPORATION with notice of those LOCAL SPONSOR employees who are former employees of the CANAL CORPORATION, Authority or New York State and will be assigned to perform services

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

under this Agreement. The CANAL CORPORATION may request that LOCAL SPONSOR provide it with whatever information the CANAL CORPORATION deems appropriate about each such person's engagement, work cooperatively with the CANAL CORPORATION to solicit advice from the New York Commission on Public Integrity, and, if deemed appropriate by the CANAL CORPORATION, instruct any such person to seek the opinion of the New York Commission on Public Integrity. The CANAL CORPORATION shall have the right to cancel or terminate this Agreement at any time if any work performed under this Agreement is in conflict with any Ethics Provision.

22. Severability Clause: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be effected, but shall remain binding and effective as against all parties hereto.

23. Appendices Incorporated by Reference: LOCAL SPONSOR agrees to comply with all of the terms and conditions set forth in Appendices which are attached hereto and expressly made a part of this Agreement as if set forth fully herein.

Appendix A– Participation by Minority Group Members and Women with Respect to State Contracts: Requirements and Procedures
Appendix B – NYS Consolidated Funding Agreement Application/Canalway Grant Program

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

CONTRACT NUMBER **4400002756**

CONTRACT SIGNATURE PAGE

The CANAL CORPORATION certifies that copies of this signature page will be attached to all other exact copies of the contract.

LOCAL SPONSOR'S SIGNATURE MUST BE NOTARIZED

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN OF AMHERST
AGREED AND ACCEPTED:

By: Brian J. Kulpa

Title: Supervisor
Town of Amherst

(Signed)

Date: 11/29/18

STATE OF NEW YORK) ss.:

COUNTY OF Erie)

On this 29th day of November, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Supervisor Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

(Name & Title)

Lisa M Kistner
Notary Public, State of New York
01KI6021510
Qualified in Erie County
Commission Expire March 15, 2019

Notary Public

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

NEW YORK CANAL CORPORATION

By: John Canale

Title: Vice President Strategic Supply Management New York Power Authority

John Canale
(Signed)

Date: 12/18/18

STATE OF NEW YORK)
Westchester :ss.:
COUNTY OF ~~ALBANY~~)

On this 18 day of December, in the year 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared John Canale, VP, personally
(Name & Title)
known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as the ACTING EXECUTIVE DIRECTOR of the NEW YORK STATE CANAL CORPORATION, and that by his signature on the instrument, the individual, acting for and on behalf of the NEW YORK STATE CANAL CORPORATION, executed the instrument.

Jeannine M. Tempesta
Notary Public - State of New York (signature)

[ ] Affix Stamp

Jeannine M. Tempesta
Notary Public - 01TE4961446
Westchester County, New York
Commission Expires 2-5-2022

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

APPENDIX A: PARTICIPATION BY MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES: REQUIREMENTS AND PROCEDURES

I. General Provisions

A. The NYS Canal Corporation ("[AGENCY]") is required to implement the provisions of New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations ("NYCRR") for all State contracts, as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

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

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the assessment of liquidated damages pursuant to Section VII of this Appendix and such other remedies are available to NYS Canal Corporation pursuant to the Contract and applicable law.

II. Contract Goals

A. For purposes of this Contract, NYS Canal Corporation hereby establishes an overall goal of 30 percent for MWBE participation based on the current availability of MBEs and WBEs.

B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section II-A hereof, the Contractor should reference the directory of MWBEs at the following internet address: https://ny.newnycontracts.com.

Additionally, the Contractor is encouraged to contact the Division of Minority and Women's Business Development at (212) 803-2414 to discuss additional methods of maximizing participation by MWBEs on the Contract.

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

C. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. [FOR CONSTRUCTION CONTRACTS – The portion of a contract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60percent of the total value of the contract. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE]. [FOR ALL OTHER CONTRACTS - The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25percent of the total value of the contract]

D. The Contractor must document "good faith efforts," pursuant to 5 NYCRR § 142.8, to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. Such documentation shall include, but not necessarily be limited to:

1. Evidence of outreach to MWBEs;
2. Any responses by MWBEs to the Contractor's outreach;
3. Copies of advertisements for participation by MWBEs in appropriate general circulation, trade, and minority or women-oriented publications;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by NYS Canal Corporation with MWBEs; and,
5. Information describing specific steps undertaken by the Contractor to reasonably structure the Contract scope of work to maximize opportunities for MWBE participation.

A. Form _____ - Workforce Utilization Report

1. The Contractor shall submit a Workforce Utilization Report, and shall require each of its subcontractors to submit a Workforce Utilization Report, in such form as shall be required by NYS Canal Corporation on a [MONTHLY/QUARTERLY] basis during the term of the Contract.
2. Separate forms shall be completed by the Contractor and any subcontractors.

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

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

IV. MWBE Utilization Plan

A. The Contractor represents and warrants that the Contractor has submitted an MWBE Utilization Plan, or shall submit an MWBE Utilization Plan at such time as shall be required by NYS Canal Corporation, through the New York State Contract System ("NYSCS"), which can be viewed at https://ny.newnycontracts.com, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to NYS Canal Corporation, either prior to, or at the time of, the execution of the contract.

B. The Contractor agrees to adhere to such MWBE Utilization Plan in the performance of the Contract.

C. The Contractor further agrees that failure to submit and/or adhere to such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, NYS Canal Corporation shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is non-responsive.

V. Waivers

A. If the Contractor, after making good faith efforts, is unable to achieve the MWBE Contract Goals stated herein, the Contractor may submit a request for a waiver through the NYSCS, or a non-electronic method provided by NYS Canal Corporation. Such waiver request must be supported by evidence of the Contractor's good faith efforts to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, NYS Canal Corporation shall evaluate the request and issue a written notice of approval or denial within twenty (20) business days of receipt.

B. If NYS Canal Corporation, upon review of the MWBE Utilization Plan, quarterly MWBE Contractor Compliance Reports described in Section VI, or any other relevant information, determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals, and no waiver has been issued in regards to such non-compliance, AGENCY] may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. Quarterly MWBE Contractor Compliance Report

The Contractor is required to submit a quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that the Contractor may arrange to provide such report via a non-electronic method to NYS Canal Corporation by the 10th day following the end of each quarter during the term of the Contract.

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

VII. Liquidated Damages - MWBE Participation

A. Where NYS Canal Corporation determines that the Contractor is not in compliance with the requirements of this Appendix and the Contractor refuses to comply with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to NYS Canal Corporation liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:
   1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
   2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by NYS Canal Corporation, the Contractor shall pay such liquidated damages to NYS Canal Corporation within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor)_____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE

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

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The 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, if legally permissible, 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) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The 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

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

Attachment: Canal Corp Contract 2018 Fully Executed (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

NEW YORK STATE OF OPPORTUNITY. Canal Corporation

APPENDIX X
TIME EXTENTION AT NO ADDITIONAL COST

Agreement Number: **4400002756**

Funding Amt. for Agreement: **$65,000**

Project Title: **Town of Amherst Canalway Trail**

Amended Term: **1/1/20 – 12/31/20**

This AMENDMENT to Contract **4400002756**, by and between the New York State Canal Corporation (herein referred to as the "CANAL CORPORATION") with offices at 30 South Pearl Street, Albany NY 12207 and **Town of Amherst** (herein referred to as the "LOCAL SPONSOR") with offices at **5583 Main St, Williamsville NY 14221**.

WHEREAS, on **11/29/18**, the CANAL CORPORATION and LOCAL SPONSOR entered into an Agreement, hereinafter referred to as "Agreement" for a Canal Funding Grant; and

WHEREAS, the Agreement is due to expire; and the CANAL CORPORATION and LOCAL SPONSOR desire to amend the Agreement to extend the term at no additional cost as indicated above. All other provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT on the dates below their signatures. electronic signature authorization in the space indicated below via EchoSign. Your electric signature will constitute its acceptance of this Amendment.

LOCAL SPONSOR SIGNATURE

By: _____

_____
Printed Name

Title: _____

Date: _____

CANAL CORPORATION SIGNATURE

By: _____

_____
Printed Name

Title: _____

Date: _____

Attachment: Canal Corp Contract Extension 2019 (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

TIME EXTENSION AT NO ADDITIONAL COST

Agreement Number: 4400002756 Funding Amt. for Agreement: $ 65,000

Project Title: Town of Amherst Canalway Trail

Amended Term: Terminates 12/31/2022

This AMENDMENT to Contract 4400002756 , by and between the New York State Canal Corporation (herein referred to as the "CANAL CORPORATION") with offices at 30 South Pearl Street, Albany NY 12207 and the Town of Amerst (herein referred to as the "LOCAL SPONSOR" with offices at 5583 Main Street Williamsville NY 14221.

WHEREAS, on January 1, 2018, the CANAL CORPORATION and LOCAL SPONSOR entere into an Agreement, hereinafter referred to as "Agreement" for a Canal Funding Grant; and

WHEREAS, the Agreement is due to expire; the project has experienced implementation delays and the CANAL CORPORATION and LOCAL SPONSOR desire to amend the Agreement t extend the term at no additional cost as indicated above. All other provisions of the AGREEMEN shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT on the dates belov their signatures by electronic signature authorization in the space indicated below via EchoSigr Your electronic signature will constitute acceptance of this Amendment.

LOCAL SPONSOR SIGNATURE

By:

Signature: Brian J. Kulpa, AIA
Brian J. Kulpa, AIA (Dec 7, 2020 16:06 EST)

Email: jszatkowski@amherst.ny.us

Printed Name

Title: _____

Date: Dec 7, 2020

CANAL CORPORATION SIGNATURE

Signature: John Canale
John Canale (Dec 7, 2020 16:34 EST)

Email: john.canale@nypa.gov

Printed Name

Title: _____

Dec 7, 2020

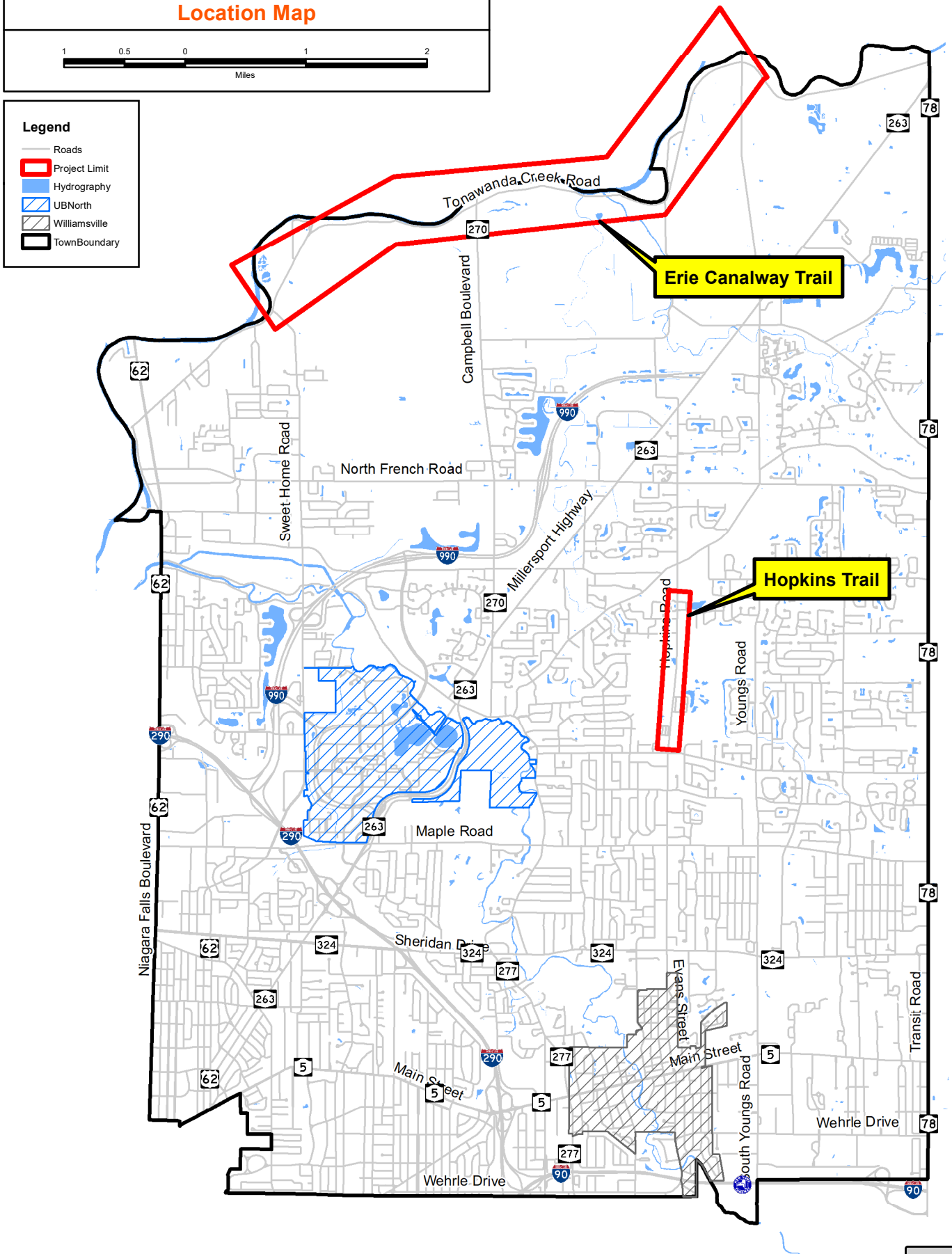
Date: _____

Attachment: Canal Corp Contract Extension 2020 (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

TOWN OF AMHERST
Erie County, New York

Erie Canalway Trail & Hopkins Trail
Location Map

1 0.5 0 1 2
Miles



Attachment: Canal Corp Contract Map (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

TIME EXTENSION AT NO ADDITIONAL COST

Agreement Number: 4400002756 Funding Amt. for Agreement: $ 65,000

Project Title: CFA Grant – Hopkins Road Trail Safety Enhancements

Amended Term: Terminates 11/30/2023

This AMENDMENT to Contract 4400002756, by and between the New York State Canal Corporation (herein referred to as the "CANAL CORPORATION") with offices at 30 South Pearl Street, Albany NY 12207 and the Town of Amherst (herein referred to as the "LOCAL SPONSOR") with offices at 5583 Main St. Williamsville, NY 14221.

WHEREAS, on January 1, 2018 the CANAL CORPORATION and LOCAL SPONSOR entered into an Agreement, hereinafter referred to as "Agreement" for a Canal Funding Grant; and

WHEREAS, the Agreement has expired; the project has experienced implementation delays due to funding availability for escalated material costs and procurement delays due to the project's magnitude, and the CANAL CORPORATION and LOCAL SPONSOR desire to amend the Agreement to extend the term at no additional cost as indicated above. All other provisions of the AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT on the dates below their signatures by electronic signature authorization in the space indicated below via EchoSign. Your electronic signature will constitute acceptance of this Amendment.

LOCAL SPONSOR SIGNATURE

By: _____

Brian J. Kulpa
Printed Name

Title: Town Supervisor

Date: _____

CANAL CORPORATION SIGNATURE

By: _____

_____
Printed Name

Title: _____

Date: _____

Attachment: 2022 Town of Amherst No Cost Time Extention (RES-2022-928 : Canal Corporation Grant Extension for Bike Path Improvements)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26412 **RESOLUTION 2022-929** **ADOPTED**

Authorize the Supervisor to Sign a Contract Extension with Belmont Housing Resources for WNY, Inc. (Belmont) for the Administration of an Emergency Rental Assistance Program CRS #3571

WHEREAS, the Town has allocated funding from the initial special appropriation of the 2020 Coronavirus Aid, Relief, and Economic Security (CARES Act) to the Community Development Block Grant program (CDBG-CV) to create an emergency rental assistance program assisting Town and Village residents; and

WHEREAS, on May 17, 2021, the Town Board approved a contract with Belmont from April 1, 2020 through August 31, 2021 to administer the Town of Amherst Emergency Rental program due to limited Community Development staff. The total amount of the contract was not to exceed $34,000; and

WHEREAS, due to the eviction moratorium in New York State being extended until January 15, 2022, the Town Board approved an extension of the contract to September 30, 2022, at its Town Board meeting held on September 27, 2021; and

WHEREAS, there are still applicants that are being evicted due to pandemic hardships, Planning Department staff requests an extension to the contract for one final time through March 31, 2023; 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 extend the Emergency Rental Assistance Administration contract with Belmont attached hereto, for an amount not to exceed $34,000.00 for the period of April 1, 2020 through March 31, 2023.

9/19/2022
Consent

FINANCIAL IMPACT:

The funds necessary to enter into a contract with Belmont Housing Resources for WNY, Inc. have been budgeted in the FY 2019 (N19-54 4000) CDBG budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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

September 6, 2022

Agenda of September 19, 2022

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

Subject: Contract Extension with Belmont Housing Resources for WNY, Inc. (Belmont) for the administration of the Town of Amherst Emergency Rental Assistance Program.

Honorable Board Members:

On May 17, 2021, the Town Board approved a contract with Belmont from April 1, 2020 through August 31, 2021 to administer the Town of Amherst Emergency Rental program due to limited staff in Community Development. The program is funded with a special appropriation of Coronavirus Aid, Relief, and Economic Security (CARES Act) funds to the Community Development Block Grant (CDBG-CV). The total amount of the contract was not to exceed $34,000.

As the eviction moratorium in New York State was extended until January 15, 2022, the Town Board approved an extension of the contract to September 30, 2022 at their meeting of September 27, 2021. Since there are still applicants being evicted due to the pandemic, Planning Department staff recommends that the contract be extended one final time through March 31, 2023.

Attached for your consideration is a resolution authorizing the Town Supervisor to extend the contract with Belmont for the period April 1, 2020 through March 31, 2023. Adequate funds are available in the 2019 HOME Administration budget to cover the maximum $34,000.00 cost of the proposed contract.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Belmont\FY2020\Contract Amendments & Extensions\TB_Letter_2nd_Extension_ERA_9.19.22.docx

Attachment: Signed-TB_letter_2nd_ERA_ext. (RES-2022-929 : Contract Extension with Belmont for Administering the Emergency Rental

Contract Extension between the Town of Amherst and Belmont Housing Resources for WNY, Inc. for the administration of an Emergency Rental Assistance Program

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2022 by and between the TOWN OF AMHERST, a domestic municipal corporation having its principal place of business at Amherst Town Hall, 5583 Main Street, Williamsville, NY 14221 hereinafter referred to as the Town, and BELMONT HOUSING RESOURCES FOR WNY, INC. located at 2393 Main Street, Buffalo, NY 14214 hereinafter referred to as "Belmont",

WITNESSETH

WHEREAS, Belmont has submitted a proposal, dated April 8, 2021, to provide administrative services for an Emergency Rental Assistance Program funded by the Town to prevent evictions and homelessness due to the pandemic; and

WHEREAS, emergency rental assistance and administration of such a program is an eligible use of Community Development Block Grant funds, and

WHEREAS, the current contract was approved on May 17, 2021 and has a term from April 1, 2020 through August 31, 2021 with an option for an extension based on the continuation of Coronavirus Pandemic conditions, and

WHEREAS, the Town Supervisor, by requested action of the Town Board of the Town of Amherst, on September 13, 2021 authorized an extension of the agreement with Belmont for the provision of administrative services for emergency rental assistance to September 30, 2022, and

WHEREAS, the Town Supervisor, by requested action of the Town Board of the Town of Amherst, on September 19, 2022 will be authorized to execute an extension of the agreement with Belmont for the provision of administrative services for emergency rental assistance to March 31, 2023, and

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Section 1 – Services

1.0 Belmont will provide all necessary administrative services, as contracted and pursuant to Belmont's proposal dated April 8, 2021 and will provide such services to March 31, 2023, not to exceed $**34,000.00**.

Attachment: Signed_ERA_2nd_extension_9.1.22 (RES-2022-929 : Contract Extension with Belmont for Administering the Emergency Rental

Section 9 - Assignment

This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Town.

Section 10 - Entire Agreement

1.0 This Agreement and attachments thereto contains the entire agreement between the parties hereto, and there are no understandings, agreements or representations, express or implied, not specified herein respecting this Agreement; and no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

BELMONT HOUSING RESOURCES FOR WNY, INC.

By: _____
Michael Riegel, President of Belmont

State of New York)
County of Erie)

On this _____ day of _____, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)
County of Erie)

On this 30th day of August, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Michael Riegel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Judith L. Scott
01SC4799731
Notary Public, State of New York
Qualified in Chautauqua County
My Comm. Expires Sept. 30, 2025

_____
Notary Public

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Belmont\FY2020\Contract Amendments & Extensions\Belmont_Emergency_Rental_Assistance_2nd_ Extension 9.19.22.docx

Attachment: Signed_ERA_2nd_extension_9.1.22 (RES-2022-929 : Contract Extension with Belmont for Administering the Emergency Rental

Addendum to Contract

Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision conflict with the clauses in this Article the provisions in this Article are to be enforceable and the conflicting provision shall be considered null and void.

No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it 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:

General and Professional (if applicable) Liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible and no later than three (3) days after the date of such accident.

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

Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other

Attachment: Signed_ERA_2nd_extension_9.1.22 (RES-2022-929 : Contract Extension with Belmont for Administering the Emergency Rental

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.

The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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. 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:

Belmont Housing Resources for WNY, Inc.
Print Name of Company

By: _____
Signature

MICHAEL RIGGI
Printed name

Date: 8-30-22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa
Printed name

Date: _____

Attachment: Signed_ERA_2nd_extension_9.1.22 (RES-2022-929 : Contract Extension with Belmont for Administering the Emergency Rental

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: Belmont Housing Resources for WNY, Inc

Signature: Joyelle Tedeschi, MSW

Print Name: Joyelle Tedeschi, MSW

Title: Vice President of Housing Programs

Date: 8/30/2022

Sworn To Before Me This

30th Day of August, 2022

Judith L. Scott

Notary Public

Judith L. Scott
01SC4799731
Notary Public, State of New York
Qualified in Chautauqua County
My Comm. Expires Sept. 30, 2025

Revised 4.2017

Attachment: Signed_ERA_2nd_extension_9.1.22 (RES-2022-929 : Contract Extension with Belmont for Administering the Emergency Rental

ACORD

BELMHOU-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/17/202

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. T CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLI BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORI 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 endor If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statemen this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Sentz Carlson Agency, Inc.
84 Sweeney Street
North Tonawanda, NY 14120

CONTACT NAME:
PHONE (A/C, No, Ext): (716) 695-2400 FAX (A/C, No): (716) 695-39
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NA
INSURER A : Philadelphia Insurance Company	
INSURER B : Hartford Fire Insurance Company	19682
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Belmont Housing Resources for WNY Inc
2393 Main Street
Buffalo, NY 14214

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 PE INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TE EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,0
	CLAIMS-MADE X OCCUR	X		PHPK2405607	5/15/2022	5/15/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1
	X Professional E&O						MED EXP (Any one person)	$
	X Claims made						PERSONAL & ADV INJURY	$ 1,0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,0
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,0
	OTHER:						PROF LIABILITY	$ 2,0
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,0
	X ANY AUTO			PHPK2405607	5/15/2022	5/15/2023	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$ 5,0
	EXCESS LIAB CLAIMS-MADE			PHUB811767	5/15/2022	5/15/2023	AGGREGATE	$ 5,0
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A	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	Crime (Includes Burg			01FA0294917-22	3/7/2022	3/7/2023	Deductible $10,000	1,1

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is included as additional insured.

CERTIFICATE HOLDER
Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERE ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Signed_ERA_2nd_extension_9.1.22 (RES-2022-929 : Contract Extension with Belmont for Administering the Emergency Rental

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carri

1a. Legal Name & Address of Insured (use street address only) NEW OPPORTUNITIES COMM HOUSING C/O BELMONT HSERSRCWNY INC 2393 MAIN STREET BUFFALO, NY 14214 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. Federal Employer Identification Number of Insured or Social Security Number 161321037
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Building Dept 5583 Main St Amherst NY 14221	3a. Name of Insurance Carrier **ShelterPoint Life Insurance Company** 3b. Policy Number of Entity Listed in Box "1a" DBL582580 3c. Policy effective period 01/01/2022 to 12/31/2022

4. Policy provides the following benefits:
   - [X] A. Both disability and paid family leave benefits.
   - [ ] B. Disability benefits only.
   - [ ] C. Paid family leave benefits only.
5. Policy covers:
   - [X] A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - [ ] B. Only the following class or classes of employer's employees:

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

Date Signed 1/3/2022 By _____

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrie

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York
Workers' Compensation Board

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

Date Signed _____ By _____

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Signed_ERA_2nd_extension_9.1.22 (RES-2022-929 : Contract Extension with Belmont for Administering the Emergency Rental

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrie or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance onl while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits t any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, tha the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Signed_ERA_2nd_extension_9.1.22 (RES-2022-929 : Contract Extension with Belmont for Administering the Emergency Rental

NYSIF
New York State Insurance Fund

PO Box 66699, Albany, NY 1220
| nysif.com

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE AND SUBSCRIBE

^^^^^^ 161080227
SENTZ CARLSON AGENCY INC
C/O NORTHWOODS CORP
8810 MAIN ST
WILLIAMSVILLE NY 14221

POLICYHOLDER	CERTIFICATE HOLDER
BELMONT HOUSING RESOURCES FOR WNY INC 2393 MAIN STREET BUFFALO NY 14214	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B1315 760-7	537570	03/07/2022 TO 03/07/2023	3/8/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1315 760-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 941569537

U-26.3

Attachment: Signed_ERA_2nd_extension_9.1.22 (RES-2022-929 : Contract Extension with Belmont for Administering the Emergency Rental

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26413 **RESOLUTION 2022-930** **ADOPTED**

Authorize the Supervisor to Sign a Contract Extension with Belmont Housing Resources for WNY, Inc. (Belmont) for the Administration of a Mortgage Assistance Program CRS #3570

WHEREAS, the Town has allocated funding from the second special appropriation of the 2020 Community Development Block Grant program (CDBG-CV) Coronavirus Aid, Relief, and Economic Security (CARES Act) to create a mortgage assistance program assisting Town and Village residents; and

WHEREAS, on March 8, 2021, the Town Board approved the contract with Belmont for the time period of April 1, 2020 through August 31, 2021; and

WHERAS, on September 27, 2021, the Town Board approved the contract to be extended until September 30, 2022; and

WHEREAS, there are still a considerable number of foreclosures taking place in Amherst, Planning Department staff recommends that the contract be extended until March 31, 2023, 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 extend the contract for mortgage assistance administration with Belmont attached hereto, for an amount not to exceed $16,100.00 for the period of April 1, 2020 through March 31, 2023.

9/19/2022
Consent

FINANCIAL IMPACT:

The funds necessary to enter into a contract with Belmont Housing Resources for WNY, Inc. have been budgeted in the FY 2020 (N20-35 4000) CDBG budget. The resolution will, therefore, have no impact on the Town's current budget or tax rate.

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, AICP
Planning Director
Daniel J. Ulatowski, AICI
Assistant Planning Directc

September 8, 2022

Agenda of September 19, 2022

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

Subject: Contract extension with Belmont Housing Resources for WNY, Inc. (Belmont) for the administration of the Town of Amherst Mortgage Assistance Program

Honorable Board Members:

On March 8, 2021, the Town Board approved a contract with Belmont to administer the Town of Amherst Mortgage Assistance Program. The program is funded with a special appropriation of Community Development Block Grant (CDBG-CV) Coronavirus Aid, Relief, and Economic Security (CARES Act) funding. The intent of the program is to prevent foreclosures of income-eligible homeowners facing pandemic financial burdens. The contract was for the time period of April 1, 2020 through August 31, 2021. Due to the eviction moratorium in New York State being extended until January 15, 2022, the Town Board approved an extension of the contract until September 30, 2022.

As there are still a considerable amount of foreclosures taking place in Amherst, Planning Department staff recommends that the contract be extended with Belmont until March 31, 2023.

Attached for your consideration is a resolution authorizing the Town Supervisor to extend the contract with Belmont for the period April 1, 2020 through March 31, 2023. Adequate funds are available in the CDBG-CV budget to cover the maximum $16,100.00 cost of the contract.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Belmont\FY2020\Contract Amendments & Extensions\TB_2nd_Extension_Letter_MAP_9.19.22.docx

Attachment: Signed_TB_letter_2nd_ext._MAP_9.19.22 (RES-2022-930 : To Authorize a Contract Extension with Belmont to Administer the

Contract Extension between the Town of Amherst and Belmont Housing Resources for WNY, Inc. for the administration of a Mortgage Assistance Program

THIS AGREEMENT, made and entered into as of the ____ day of _____, 2022 by and between the TOWN OF AMHERST, a domestic municipal corporation having its principal place of business at Amherst Town Hall, 5583 Main Street, Williamsville, NY 14221 hereinafter referred to as the Town, and BELMONT HOUSING RESOURCES FOR WNY, INC. located at 2393 Main Street, Buffalo, NY 14214 hereinafter referred to as "Belmont".

WITNESSETH

WHEREAS, Belmont had submitted a proposal, dated December 11, 2020, to provide administrative services for a Mortgage Assistance Program funded by the Town to prevent foreclosures and homelessness due to the pandemic; and

WHEREAS, mortgage assistance and administration of such a program is an eligible use of Community Development Block Grant funds, and

WHEREAS, the current contract was approved on March 8, 2021 and had a term from April 1, 2020 through August 31, 2021 with an option for an extension based on the continuation of Coronavirus Pandemic conditions, and

WHEREAS, the Town Supervisor, by requested action of the Town Board of the Town of Amherst, on September 13, 2021 authorized an extension of the agreement with Belmont for the provision of administrative services for mortgage assistance to September 30, 2022, and

WHEREAS, clients are still applying for assistance, therefore, Community Development would like to extend the contract until March 31, 2023, and

NOW THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Section 1 – Services

1.0 Belmont will provide all necessary administrative services, as contracted and pursuant to Belmont's proposal dated December 11, 2020 and will provide such services to March 31, 2023, not to exceed **$16,100.00**.

Attachment: Signed_MAP_2nd_extension_9.1.22 (RES-2022-930 : To Authorize a Contract Extension with Belmont to Administer the Mortgage

Section 9 - Assignment

This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the prior written consent of the Town.

Section 10 - Entire Agreement

1.0 This Agreement and attachments thereto contains the entire agreement between the parties hereto, and there are no understandings, agreements or representations, express or implied, not specified herein respecting this Agreement; and no change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first written above.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

BELMONT HOUSING RESOURCES FOR WNY, INC.

By: _____
Michael Riegel, President of Belmont

State of New York)
County of Erie)

On this _____ day of _____, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Brian J. Kulpa, Supervisor, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

State of New York)
County of Erie)

On this 30th day of August, in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared Michael Riegel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Judith L. Scott
01SC4799731
Notary Public, State of New York
Qualified in Chautauqua County
My Comm. Expires Sept. 30, 2025

Judith L. Scott
Notary Public

Attachment: Signed_MAP_2nd_extension_9.1.22 (RES-2022-930 : To Authorize a Contract Extension with Belmont to Administer the Mortgage

Addendum to Contract

Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision conflict with the clauses in this Article the provisions in this Article are to be enforceable and the conflicting provision shall be considered null and void.

No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising from the negligence, active or passive, of Contractor, its officers, agents, subcontractors, and/or employees.

Contractor shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it 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:

General and Professional (if applicable) Liability insurance 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.

Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances.

Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also name the Town as a primary additional insured in said policies.

(c) Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible and no later than three (3) days after the date of such accident.

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

Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other

Attachment: Signed_MAP_2nd_extension_9.1.22 (RES-2022-930 : To Authorize a Contract Extension with Belmont to Administer the Mortgage

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.

The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

This Agreement shall be governed by, and interpreted according to the laws of the State of New York. Any and all legal action necessary to enforce the Agreement will be held in Erie County, New York.

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. 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:

Belmont Housing Resources for WNY, Inc.
Print Name of Company

By: _____
Signature

MICHAEL RIBICH
Printed name

Date: 8-30-22

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa
Printed name

Date: _____

Attachment: Signed_MAP_2nd_extension_9.1.22 (RES-2022-930 : To Authorize a Contract Extension with Belmont to Administer the Mortgage

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: Belmont Housing Resources for WNY, Inc.

Signature: Jayelle M. Tedeschi, MSW

Print Name: Jayelle M. Tedeschi, MSW

Title: Vice President of Housing Programs

Date: 8/30/2022

Sworn To Before Me This

30th Day of August, 2022

Judith L. Scott

Notary Public

Judith L. Scott
01SC4799731
Notary Public, State of New York
Qualified in Chautauqua County
My Comm. Expires Sept. 30, 2025

Revised 4.2017

Attachment: Signed_MAP_2nd_extension_9.1.22 (RES-2022-930 : To Authorize a Contract Extension with Belmont to Administer the Mortgage

ACORD

BELMHOU-01

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/17/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. TH CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ 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 endors If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sentz Carlson Agency, Inc. 84 Sweeney Street North Tonawanda, NY 14120	CONTACT NAME: PHONE (A/C, No, Ext): (716) 695-2400 FAX (A/C, No): (716) 695-396 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC INSURER A : Philadelphia Insurance Company INSURER B : Hartford Fire Insurance Company — 19682 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Belmont Housing Resources for WNY Inc 2393 Main Street Buffalo, NY 14214	

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 PER INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH T CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERI EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Professional E&O X Claims made GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	X		PHPK2405607	5/15/2022	5/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PROF LIABILITY	$ 1,00 $ 10 $ $ 1,00 $ 2,00 $ 2,00 $ 2,00
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2405607	5/15/2022	5/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,00
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			PHUB811767	5/15/2022	5/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,00 $ 5,00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Crime (Includes Burg			01FA0294917-22	3/7/2022	3/7/2023	Deductible $10,000	1,12

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is included as additional insured.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEF THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Signed_MAP_2nd_extension_9.1.22 (RES-2022-930 : To Authorize a Contract Extension with Belmont to Administer the Mortgage

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NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrie

1a. Legal Name & Address of Insured (use street address only)
NEW OPPORTUNITIES COMM HOUSING
C/O BELMONT HSERSRCWNY INC
2393 MAIN STREET
BUFFALO, NY 14214

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

1b. Business Telephone Number of Insured

1c. Federal Employer Identification Number of Insured or Social Security Number
161321037

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

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL582580

3c. Policy effective period
01/01/2022 to 12/31/2022

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

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

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

Date Signed 1/3/2022 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

DB-120.1 (12-21)

DB-120.1 (12-21)

Attachment: Signed_MAP_2nd_extension_9.1.22 (RES-2022-930 : To Authorize a Contract Extension with Belmont to Administer the Mortgage

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrie or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Signed_MAP_2nd_extension_9.1.22 (RES-2022-930 : To Authorize a Contract Extension with Belmont to Administer the Mortgage

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

^^^^^^ 161080227
SENTZ CARLSON AGENCY INC
C/O NORTHWOODS CORP
8810 MAIN ST
WILLIAMSVILLE NY 14221

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
BELMONT HOUSING RESOURCES FOR WNY INC 2393 MAIN STREET BUFFALO NY 14214	TOWN OF AMHERST 5583 MAIN ST WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B1315 760-7	537570	03/07/2022 TO 03/07/2023	3/8/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1315 760-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FU

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 941569537

U-26.3

Attachment: Signed_MAP_2nd_extension_9.1.22 (RES-2022-930 : To Authorize a Contract Extension with Belmont to Administer the Mortgage

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26429 **RESOLUTION 2022-931** **ADOPTED**

To Authorize a Minor Amendment of the FY 2019 Annual Action Plan for Community Development

WHEREAS, the Town has adopted the FY 2019 Annual Action Plan on behalf of the Towns of Amherst, Cheektowaga and Tonawanda (ACT) HOME Consortium which dictate the expenditure of funds for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Funding; and

WHEREAS, the Town is seeking to amend the FY 2019 Action Plan to reallocate $30,000 in CDBG funds according to the following program/budget lines: and

Decrease/Remove:

CDBG Façade Program $30,000

Increase:

CDBG Housing Rehabilitation $30,000

WHEREAS, the reallocation allows the Town to complete rehabilitation work and meet HUD regulatory requirements to expend HUD funds in a timely manner; now therefore be it

RESOLVED, the Town of Amherst Town Board hereby authorizes the above minor amendment to the FY 2019 Annual Action Plan.

9/19/2022
Consent

FINANCIAL IMPACT:

Fiscal Impact Statement: Adoption of the proposed resolution involves no local monetary consideration and will have no impact on the Town Budget or tax rate.

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

September 12, 2022

Agenda of September 18, 2022

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

Subject: To Authorize a Minor Amendment to the FY 2019 Annual Action Plan for Community Development.

Honorable Board Members:

Amherst Community Development is proposing a Minor Amendment to FY 2019 Annual Action Plan for Amherst's Community Development Block Grant (CDBG) Program to eliminate the Façade Prgram.

The amendment seeks to reallocate $30,000 originally obligated to "CDBG Façade Program" to the "CDBG Housing Rehabilitation" budget line. Businesses in the Town of Amherst can apply to the Erie County Department of Environment and Planning to receive grant funds for façade work.

A proposed resolution for adopting the minor amendment to the Annual Action Plan is attached for your consideration. Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Enc.
X:\Community Development\New Structure\ANNUAL PLAN\Data 2019\Final Plan\TB Ltr - Minor Amendment Facade Program 9.19.22.docx

Attachment: facade-09142022094254 (RES-2022-931 : To Authorize a Minor Amendment of the FY 2019 Annual Action Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26442 **RESOLUTION 2022-932** **ADOPTED**

Authorize the Supervisor to Sign the HUD 2022 Community Development Block Grant Contract (CDBG) CRS #3593

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Community Development Block Grant funds (CDBG) for Fiscal Year 2022 (April 1, 2022 to March 31, 2023) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2022 Annual Action Plan and budget, now, therefore, be it

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

9/19/2022
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no local monetary consideration and will have no impact on the Town Budget or tax rate. The contract represents inflow of funds to Community Development

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

Amherst

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

Brian J. Kulpa, Su or
Daniel C. Howard P
Planning Direc
Daniel J. Ulatowsk CP
Assistant Planning tor

September 14, 2022

Agenda of September 19, 2022

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Authorization for the Supervisor to sign the HUD Contract for the FY 2022 Community Development Block Grant Funds (CDBG)

Dear Councilmembers:

The 2022 Annual Action Plan and budget for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) funds in the Town was adopted at the Town Board meeting of February 7, 2022 (res #2022-175) and submitted to the US Department of Housing and Urban Development (HUD) in June. A proposed resolution authorizing the Supervisor to sign the HUD 2022 CDBG grant agreement is attached for your consideration.

The final budget allocations were provided by HUD in June 2022 and were lower for the CDBG program and higher for the HOME program. The Town will receive $612,676.00 in CDBG and $1,000,224 in HOME funds.

Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2022\Draft & Final Plans\TB_CDBG_contractltr.9.19.22.docx

Attachment: cdbg-09142022112857 (RES-2022-932 : CDBG Grant Agreement for the 2022 Annual Action Plan)

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program

OMB Approval No. 2506-0193
exp 1/31/202

13.P.7.b

1. Name of Grantee (as shown in item 5 of Standard Form 424)	3a. Grantee's 9-digit Tax ID Number	3b. Grantee's 9-digit DUNS Number
Amherst Town	166002157	LUD2CUCRDQK7 (UEI)
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 5583 Main Street Williamsville, NY 14221-0000	4. Date use of funds may begin 04/01/2022	
	5a. Project/Grant No. 1 B-22-MC-36-0010	6a. Amount Approved $612,676
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above- named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name)		Grantee Name (Contractual Organization)	
William T. O'Connell		Amherst Town (Town of Amherst)	
Title CPD Director		Title Supervisor, Town of Amherst, NY	
Signature ×	Date (mm/dd/yyyy) 9/14/2022	Signature ×	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action:	8. Special Conditions (check one)	9a. Date HUD Received Submission (mm/dd/yyyy)	10. check one
Entitlement, Sec 106(b)	☐ None ☒ Attached	9b. Date Grantee Notified (mm/dd/yyyy) 9c. Date of Start of Program Year 4/1/2022	☒ a. Orig. Funding Approval ☐ b. Amendment Amendment Number

11. Amount of Community Development Block Grant

	FY 2022		
a. Funds Reserved for this Grantee			
b. Funds now being Approved	$612,676		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved	12b. Name and complete Address of Public Agency
N/A	

Loan Guarantee Acceptance Provisions for Designated Agencies:
The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.

12c. Name of Authorized Official for Designated Public Agency

Title

Signature

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153 176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By

REG 0206 86 2/50162 2022(5) EC1

Attachment: GA_2022 Amherst CDBG B22MC360010 agreement (RES-2022-932 : CDBG Grant Agreement for the 2022 Annual Action Plan)

8. Special Conditions

(a) The period of performance and single budget period for the funding assistance specified in the Funding Approval ("Funding Assistance") shall each begin on the date specified in item 4 and shall each end on September 1, 2029. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2029.

(b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

Administering Department/Agency	Indirect cost rate	Direct Cost Base
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____
_____	_____%	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

(c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.

(d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-

Attachment: GA_2022 Amherst CDBG B22MC360010 agreement (RES-2022-932 : CDBG Grant Agreement for the 2022 Annual Action Plan)

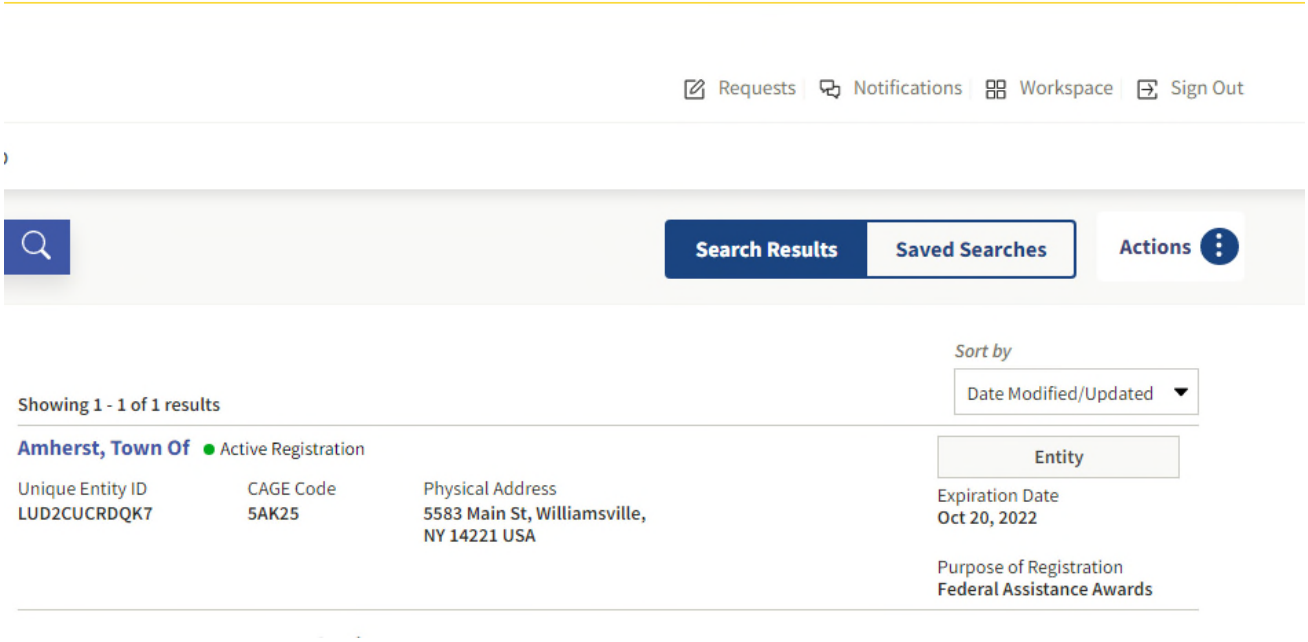
related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107–118) shall be considered a public use for purposes of eminent domain.

(e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

(f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.

(g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - “Guidelines and Objectives for Evaluating Project Costs and Financial Requirements.” (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Attachment: GA_2022 Amherst CDBG B22MC360010 agreement (RES-2022-932 : CDBG Grant Agreement for the 2022 Annual Action Plan)



Attachment: GA_2022 Amherst CDBG B22MC360010 agreement (RES-2022-932 : CDBG Grant Agreement for the 2022 Annual Action Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 26446 **RESOLUTION 2022-933** **ADOPTED**

Authorize the Supervisor to Sign the 2022 Annual Action Plan-HOME Investment Partnership Program Contract (HOME) CRS #3594

WHEREAS, the Town has approved and submitted an Action Plan delineating the use of Home Investment Partnerships Program funds (HOME) for Fiscal Year 2022 (April 1, 2022 to March 31, 2023) to address housing and community development needs identified in the 5-Year Consolidated Plan; and

WHEREAS, the US Department of Housing and Urban Development (HUD) has approved the Town's 2022 Action Plan and budget, now, therefore, be it

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

9/19/2022
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no local monetary consideration and will have no impact on the Town Budget or tax rate. The contract represents inflow of funds to Community Development.

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

Amherst

Town of Amherst Planning Department — Erie County, New York

Brian J. Kulpa, Sup or
Daniel C. Howard P
Planning Direc
Daniel J. Ulatowsk P
Assistant Planning I or

September 14, 2022

Agenda of September 19, 2022

Honorable Town Board
5583 Main Street
Williamsville, NY 14221

Subject: Authorization for the Supervisor to sign the HUD Contract for the FY 2022 Home Investment Partnership Program Funds (HOME)

Dear Councilmembers:

The 2022 Annual Action Plan and budget for the use of Community Development Block Grant (CDBG) and HOME Investment Partnership Grant (HOME) funds in the Town was adopted at the Town Board meeting of February 7, 2022 (res #2022-175) and submitted to the US Department of Housing and Urban Development (HUD) in June. A proposed resolution authorizing the Supervisor to sign the HUD 2022 HOME grant agreement is attached for your consideration.

The final budget allocations were provided by HUD in June 2022 and were lower for the CDBG program and higher for the HOME program. The Town will receive $612,676.00 in CDBG and $1,000,224 in HOME funds.

Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\ANNUAL PLAN\Data 2022\Draft & Final Plans\TB_HOME_contractltr.9.19.22.docx

Attachment: home-09142022112911 (RES-2022-933 : HOME Grant Agreement for the 2022 Annual Action Plan)

Funding Approval and HOME Investment Partnerships Agreement

Title II of the National Affordable Housing Act

Assistance Listings#14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match the name associated with 3b.) and Address	2. Grant Number (Federal Award Identification Number (FAIN)) M22-DC360511	
Amherst Town 5583 Main Street Williamsville, NY 14221-0000	3a Tax Identification Number 166002157	3b. Unique Entity Identifier (formerly DUNS) LUD2CUCRDQK7
	4. Appropriation Number 862/50205	5. Budget Period Start and End Date FY 2022 through FY 2030

6. Previous Obligation (Enter "0" for initial FY allocation)			$0.00
a. Formula Funds	$		
b. Community Housing Development Org. (CHDO) Competitive	$		
7. Current Transaction (+ or -)			$1,000,224.00
a. Formula Funds	$1,000,224.00		
1. CHDO (For deobligations only)		$	
2. Non- CHDO (For deobligations only)		$	
b. CHDO Competitive Reallocation or Deobligation	$		
8. Revised Obligation			$
a. Formula Funds	$		
b. CHDO Competitive Reallocation	$		

9. Special Conditions (check applicable box)

☒ Not applicable ☐ Attached

10. Federal Award Date (HUD Official's Signature Date)

(mm/dd/yyyy) 09/14/2022

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
___	___%	
___	___%	
___	___%	
___	___%	

12. Period of Performance

Date in Box #10 - 09/01/2030

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Grantee's approved Consolidated Plan submission/Application, the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Grantee upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee must comply with the applicable requirements at 2 CFR part 200 that are incorporated by the program regulations, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations, activities carried out under the grant after the effective date of the part 200 amendments will be governed by the 2 CFR part 200 requirements as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature	15. Date
William T. O'Connell, Director, CPD	William T. O'Connell	9/14/22
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date
Brian J. Kulpa, Supervisor		/ /

19. Check one:

☒ Initial Agreement ☐ Amendment #

20. Funding Information: ***HOME***

Source of Funds	Appropriation Code	PAS Code	Amount
2022	*86 2/5 0205*	*HMF (L)*	$996,240.00
2021	*861/40205*	HMF (J)	$2,198.00
2020	*860/30205*	HMF (H)	$ 912.00
2013	*86 X 0205-13*	*HMC (0)*	$ 874.00

Attachment: GA_2022 Amherst HOME M22-DC360511agreement (RES-2022-933 : HOME Grant Agreement for the 2022 Annual Action Plan)

General Instructions: This Agreement is used for one of three purposes: 1) the initial Agreement between HUD and the Participating Jurisdiction (PJ) that obligates HOME formula funds; 2) the initial Agreement between HUD and the PJ/entity that obligates Community Housing Development Organization (CHDO) competitive reallocation funds; 3) the amendment to the Agreement that de-obligates an amount of a PJ/entity's HOME funds previously obligated because of a reduction of funds by HUD.

For all initial Agreements - The Agreement (HUD-40093) must have an original or electronic signature by the appropriate HUD official, who is usually the Community Planning and Development (CPD) Director in the Field Office. After the HUD official signs the Agreement, it must be sent to the jurisdiction (or entity) for signature. The jurisdiction (or entity) must sign or electronically sign the Agreement and should retain a copy for its records. The jurisdiction (or entity) must return the signed Agreement to the HUD Field Office. The HUD Field Office must forward the executed Agreement to the CFO National Accounting Center for recording and retain a copy for the Field Office files.

For amendments to the Agreement that deobligate funds because of a reduction by HUD - after notification from the Headquarters' Office of Affordable Housing (OAHP) to proceed, the Agreement (HUD-40093) must be signed or electronically signed by the appropriate HUD official, who is usually the CPD Director in the Field Office. **It is not** necessary to have the jurisdiction sign the form. The Field Office should send one copy to the jurisdiction (or entity) for its records. Forward the HUD signed amendment to the CFO National Accounting Center to initiate the deobligation. email a copy to Headquarters, OAHP, Financial and Information Services Division so that Headquarters can track the deobligation. Retain a copy for the Field Office files.

1. **Participant Name and Address.** The participating jurisdiction's (or entity's) name and address as shown in Box 4 of Standard Form 424.

2. **Grant Number.** The applicable grant number assigned by the HUD for the PJ/entity that corresponds to the fiscal year source of funds for this transaction.

3a. **Tax Identification Number. Enter the Tax (Employer).** Identification Number (TIN) shown in Box 8b of Standard Form 424. For jurisdictions (or entities) that are already participating in the HOME Program, this must be the TIN associated with the jurisdiction (or entity) for the HOME Program.

3b. **Unique Entity Identifier.** The identifier required for SAM registration to uniquely identify business entities shown in Box 8c of Standard Form 424 (formerly known as DUNS). For jurisdictions (or entities) that are already participating in the HOME Program, this must be the Unique Entity Identifier associated with the jurisdiction (or entity) for the HOME Program.

4. **Appropriation Number.** The Appropriation Number from the HUD-185 sub-assigning funds for the Fiscal Year source of funds for this transaction.

5. **Budget Start and End Date.** Indicate the fiscal years of funds for this transaction. NOTE: For Amendments to an agreement, a separate form must be completed for each fiscal year's funds.

6. **Previous Obligation.** Enter the total amount of funds that have been previously obligated for this participant for this FY source of funds.
   a. **Formula Funds.** Enter the total amount of formula funds previously obligated to the participant. If this is the funding approval form for the participant's initial allocation for the fiscal year, the amount will be "0". If this is a funding approval form for reallocating or deobligating funds, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.
   b. **Community Housing Development Organization (CHDO) Competitive Reallocation.** Enter the amount of funds previously obligated to the PJ/entity by competition for CHDOs. If this is a funding approval form for reallocating or deobligating funds previously allocated by competition for CHDOs, enter the amount from Box 7 of the previously submitted form HUD-40093 for the FY identified in Box 5.

Attachment: GA_2022 Amherst HOME M22-DC360511agreement (RES-2022-933 : HOME Grant Agreement for the 2022 Annual Action Plan)

7. **Current Transaction.** Enter the total amount of funds for this action. Indicate a deobligation either by placing parentheses around the amount deobligated or a minus sign before the amount deobligated.
   a. **Formula Funds.** Of the amount indicated in Box 7, indicate the amount that is for formula funds. If this is a formula fund deobligation, show the distribution of that amount of funds in Box 7a.1 CHDO funds and/or Box 7a.2 non-CHDO funds.
      1. **CHDO.** Of the amount indicated in Box 7a, indicate the amount that is CHDO funds. If none, enter "0." Note: If this is a CHDO competitive reallocation, enter the amount in 7b.
      2. **Non-CHDO.** Of the amount indicated in Box 7a, indicate the amount that is Non-CHDO funds. If none, enter "0.

   b. **CHDO Competitive Reallocation or Deobligation.** Of the amount indicated in Box 7, indicate the amount that is reallocated or deobligated from the CHDO competition funds.

8. **Revised Obligation.** Enter the total amount of funds available to the jurisdiction (or entity) after this transaction (Box 6 plus/minus Box 7).
   a. **Formula Funds.** Enter the total amount of formula funds available to the participating jurisdiction after this transaction (Box 6a plus/minus Box 7a).
   b. **CHDO Competitive Reallocation.** Enter the total amount of funds available to the PJ/entity as a competitive reallocation for CHDOs after this transaction (Box 6b plus/minus Box 7b).

9. **Special Conditions.** If applicable, check the box and attach any special conditions that are part of the Agreement.

10. **Federal Award Date.** This is the date of obligation which is the **initial date of the HUD Authorized Official's signature** (Box 15) This date of the initial obligation does not change regardless of the Agreement being amended for a deobligation because of a reduction by HUD.

11. **Indirect Cost Rate.** If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414(f)), and the direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTCD)). The Recipient also shall provide HUD with a revised schedule if changes occur, and shall become incorporated herein. If there are more than four agencies/departments carrying out activities with the Funding Assistance, attach a list with the additional agencies/departments that will carry out activities with the Funding Assistance. Do not include indirect cost rates for subrecipients.

12. **Period of Performance.** Performance begins on the **initial date of the HUD Authorized Official's signature** (Box 15 and Box 10) and ends on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation.

13. **For the U.S. Department of HUD (Name and Title of Authorized Official).** Enter the name and title of the HUD official who is authorized to sign the Agreement on behalf of HUD. This is usually the Field Office CPD Director.

14. **Signature**. The authorized HUD official signs the Agreement here.

15. **Date.** Enter the date the authorized HUD official signed the form. In the case of initial agreements. This is also the same date as the **Federal Award Date**, date of obligation (Box 10).

16. **For the Participating Jurisdiction/Entity (Name and Title of Authorized Office).** Enter the name and title of the official authorized to sign on behalf of the participating jurisdiction/entity. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.

17. **Signature of PJ/Entity Official.** The PJ/entity official signs the Agreement here. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.

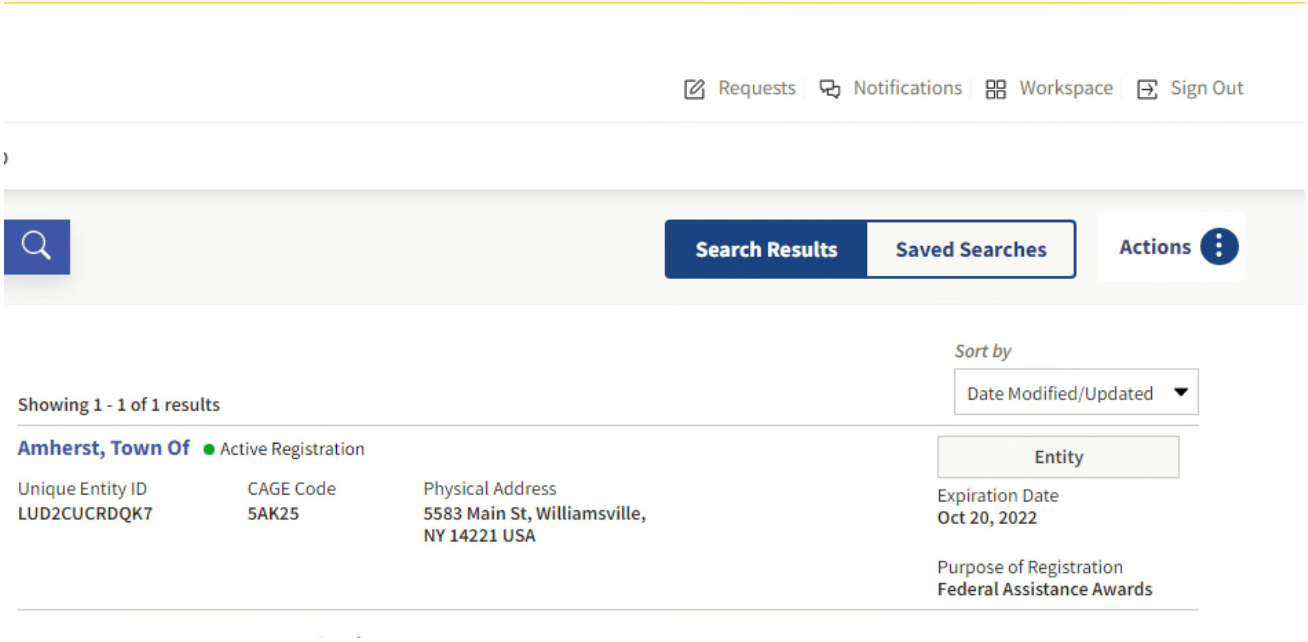
18. **Date.** Enter the date the PJ/Entity official signs the Agreement. This is not required if the Agreement is being amended for a deobligation because of a reduction by HUD.

Attachment: GA_2022 Amherst HOME M22-DC360511agreement (RES-2022-933 : HOME Grant Agreement for the 2022 Annual Action Plan)

19. **Type of Agreement.** Check either Initial Agreement or Amendment #. If an amendment, indicate the amendment number.

20. **Funding Information.** For each source year of funding, the following information is provided: Source year of Funds, Appropriation Code, PAS Code (with fiscal year indicator code), and amount.

Attachment: GA_2022 Amherst HOME M22-DC360511agreement (RES-2022-933 : HOME Grant Agreement for the 2022 Annual Action Plan)



Attachment: GA_2022 Amherst HOME M22-DC360511agreement (RES-2022-933 : HOME Grant Agreement for the 2022 Annual Action Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26418 A **RESOLUTION 2022-934** **ADOPTED**

Grant Agreement FY 2019 Homeland Security Grant Program (CRS#3573) New York State Division of Homeland Security and Emergency Services

TOWN BOARD AGENDA ITEM: SEPTEMBER 19, 2022

TO: **Town Board**

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

RE: **Grant Agreement**
FY 2019 Homeland Security Grant Program (CRS#3573)
New York State Division of Homeland Security and Emergency Services

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

Thank you.

SPC: msl
Attachment
C: Kathy Cooper, Deputy Town Clerk **(Agenda Item: September 19, 2022)**

9/19/2022
Consent

FINANCIAL IMPACT:

A 3138 .04389: ($3,826.00)

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

Project ID#: SH19-1079-D00

PURCHASE ORDER/LETTER OF AGREEMENT ROUTING FORM

8/3/2022

DHSES Number: WM19180206 Contract #: T180206 Award Amount: $3,826.00 Match Amount: 0.00

County: Erie

Grantee: Amherst, Town of Project Coordinator: Ryan Lamothe

Implementing Agency: Town of Amherst Police Department Project Title: FY19 SHSP - Red Team Exercise CTZ 15

Other:

	DATE	INITIALS	ENTERED IN E-GRANTS
Award Notification			
Contract Info Recvd	8/2/22	RPL	8/2/2022
Level 1 Review (Program Rep)	8/2/22	RPL	8/3/2022
Level 2 Review (Contract Manager)	8/4/22	DF	DF
Level 5 Approved (Director)	08/04/2022	EA/DM	
Sent to Finance	08/04/2022	EA/DM	
Received in Finance (Finance's Date)	8/4/22	CJF	**Do not enter Received in Finance Date for LMIs (SFS Transaction only)**
Finance Rejected (Finance's Date)			
Reject Received From Finance			
Resubmitted to Finance			
Reiected Received Back in Finance (Finance's Date)			
PO Generated			**Do not enter OSC Approval Date**
Returned to Contracts Unit (Finance's Da	8/24/22	CJF	
Received From Finance	08/24/2022	DM	
PO/LOA Uploaded in E-Grants	08/24/2022	DM	
PO/LOA Sent to Grantee	08/24/2022	DM	

DHSES CONTRACT SUMMARY FACT SHEET

Funding Year: 2019

DHSES E-Grants Cost Center: WM2019 SHSP

CFDA #: 97.067

OSC Procurement Code

Contract Period: 07/01/2022 - 09/30/202

Grantee is Not-for-Profit?: N

If NFP, Organization Prequalified? Yes No NA

Waiver:

COMMENTS:

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

DOB/Office of the Director of State Operations Approved Request

Agency Code: 1160000 **Agency:** Homeland Security and Emergency Services, Division of

Request #: 1160000-80-2019

Request Type: Local Assistance Grants

NPS Type: N/A

Agency Contact: Tiffany Hammond - 518-402-0536

Date Submitted to DOB: 06/24/2019

Request Title: FY 2019 Homeland Security Grant Program

Description: The FY 2019 Homeland Security Grant Program (HSGP) provides federal funds in support of local efforts to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other threats.

Justification: FY 2019 HSGP funds will provide local assistance to build and sustain critical homeland security capabilities across New York State

Status

Date Approved: 08/20/2019

Status: Approved

Agency Head / Designee: Matthew DeGennaro

Certified as Reviewed by Agency Head/Designee: Yes

DOB Approver: Kevin Davis

Unit: Public Protection Unit

Validated by the Office of the Director of State Operations

Estimated Value

This Request: $ 225,000,000.00

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

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: T180206 (Contract Number) ORIGINATING AGENCY CODE: 01077
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main St Williamsville, NY 14221	TYPE OF PROGRAMS: WM2019 SHSP CFDA NUMBER: 97.067 DHSES NUMBERS: WM19180206
FEDERAL TAX IDENTIFICATION NO: 16-6002157 MUNICIPALITY NO: (if applicable) SFS VENDER NO: 1000003949 DUN & BRADSTREET NO: 030212336	INITIAL CONTRACT PERIOD: FROM 07/01/2022 TO 09/30/2022 FUNDING AMOUNT FOR INITIAL PERIOD: $3,826.00
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 of Exempt) if "Exempt" is entered above, reason for exemption. n/a Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	APPENDIX ATTACHED AND PART OF THIS AGREEMENT __ APPENDIX A Standard Clauses required by the Attorney General for all State contracts X APPENDIX A1 Agency-specific Clauses X APPENDIX B Budget X APPENDIX C Payment and Reporting Schedule X APPENDIX D Program Workplan and Special Conditions __ APPENDIX X Modification Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods) __ DHSES-55 Budget Amendment/Grant Extension Request __ Other - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion _____ _____
IN WITNESS THEREOF, the parties hereto have electronically executed or approved this AGREEMENT on the dates of their signatures.	
NYS Division of Homeland Security and Emergency Services BY: , Date: State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract". GRANTEE: BY: Mr. Brian J. Kulpa , Supervisor Date:	
ATTORNEY GENERAL'S SIGNATURE _____ Title: _____ Date: _____	COMPTROLLER'S SIGNATURE _____ Title: _____ Date: _____

AWARD $10,000 OR LESS PROCESS AS A PURCHASE ORDER
COVER PAGE FOR INFORMATIONAL PURPOSES ONLY

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

Award Contract **SHSP**

Project No.	Grantee Name	
SH19-1079-D00	Amherst, Town of	08/03/2022

Budget Summary by Participant

Amherst, Town of
Town of Amherst Police Department - Version 1

#	Personnel	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Overtime/Backfill for Red Team exercise	1	$2,497.00	$2,497.00	$2,497.00	$0.00
Total				$2,497.00	$2,497.00	$0.00

#	Fringe Benefits	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Fringe Benefits for conducting Red Team exercise	1	$1,329.00	$1,329.00	$1,329.00	$0.00
Total				$1,329.00	$1,329.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$3,826.00	$3,826.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$3,826.00	$3,826.00	$0.00

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

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Award Contract		**SHSP**
Project No.	**Grantee Name**	
SH19-1079-D00	Amherst, Town of	08/03/2022

Work Plan

Goal

Prevent terrorist attacks; Respond to terrorist attacks; Minimize the danger and recover from terrorist attacks.

Objective #1

G & T Workplan Code - 19. Establish/enhance public-private emergency preparedness program.

Investment Justification - Strengthen Counter-Terrorism and Law Enforcement Capabilities

NYS Critical Capability

Primary - Law Enforcement Counter-Terrorism Operations

To enhance Safeguard NY Program.

Task #1 for Objective #1

Conduct red team exercise to test effectiveness of Operation Safeguard.

#	Performance Measure
1	Exercise conducted. Provide brief narrative and report number of personnel involved and how the project enhanced the Safeguard NY program.

Award Contract **SHSP**

Project No.	Grantee Name	
SH19-1079-D00	Amherst, Town of	08/03/2022

STATE OF NEW YORK LETTER OF AGREEMENT

Homeland Security Grant Programs

This State of New York Letter of Agreement ("Letter of Agreement") by and between the State of New York ("State") acting by and through the applicable State Agency ("State Agency") and the public or private entity ("Recipient" and, together with the State, the "Parties") hereby supplements the purchase order ("Purchase Order" and, together with this Letter Agreement, the "Purchase Order Agreements") attached hereto and entered into by and between the Parties listed thereto.

STANDARD TERMS AND CONDITIONS

A. Executory Clause: The State shall have no liability under either Purchase Order Agreement to the Recipient, or to anyone else, beyond funds appropriated and available for the Purchase Order Agreements.

B. Performance: The Recipient shall perform all services or work, as applicable, and comply with all provisions of the Purchase Order Agreements to the satisfaction of the State. The Recipient shall provide services or work, as applicable, and meet the agreed upon program objectives in accordance with the provisions of this Letter of Agreement, the Purchase Order, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

C. Funding: Funding for the term of the Purchase Order Agreements shall not exceed the amount specified on the Purchase Order.

D. Term: The term of the Purchase Order Agreements shall be specified on the Purchase Order, unless terminated sooner as provided herein, and may be extended subject to agreement by the Parties and compliance with applicable State law.

E. Subrecipients: If the Recipient enters into subagreements for the performance of work pursuant to the Purchase Order Agreements, the Recipient shall take full responsibility for the acts and omissions of its subrecipients. Nothing in the subagreement shall impair the rights of the State under Purchase Order Agreements. No contractual relationship shall be deemed to exist between the subrecipient and the State.

F. Indemnification: The Recipient 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 Recipient or its subrecipients pursuant to the Purchase Order Agreements. The Recipient 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 Purchase Order Agreements.

G. 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 Recipient under the Purchase Order Agreements up to any amounts due and owing to the State with regard to the Purchase Order Agreements, any other agreement with any State department or agency, including any agreement for a term commencing prior to the term of the Purchase Order Agreements, 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 New York State Office of the State Comptroller.

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

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

of the State of New York, the State Agency, or any county, or other local government entity.

I. No Arbitration: Disputes involving the Purchase Order Agreements, 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.

J. Non-Assignment Clause: In accordance with Section 138 of the State Finance Law, the Purchase Order Agreements may not be assigned by the Recipient 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 the Purchase Order Agreements, let pursuant to Article XI of the State Finance Law, may be waived at the discretion of the State Agency and where the assignment is due to a reorganization, merger, or consolidation of the Recipient's business entity or enterprise. The State retains its right to approve an assignment and to require that the merged Recipient demonstrate its responsibility to do business with the State. The Recipient may, however, assign its right to receive payments without the State's prior written consent unless the Purchase Order Agreements concern Certificates of Participation pursuant to Article 5-A of the State Finance Law.

K. Non-Collusive Bidding Certification: In accordance with Section 139-d of the State Finance Law, if the Purchase Order Agreements were awarded based upon the submission of bids, the Recipient affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Recipient further affirms that, at the time the Recipient submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on the Recipient's behalf.

L. Grounds for Termination:

1. Mutual Consent: The Purchase Order Agreements may be terminated at any time upon mutual written consent of the State and the Recipient.

2. Cause: The State may terminate the Purchase Order Agreements immediately, upon written notice of termination to the Recipient, if the Recipient fails to comply with any of the terms and conditions of either Purchase Order Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to either Purchase Order Agreement.

3. Non-Responsibility: The State may make a final determination that the Recipient is non-responsible. In such event, the State may terminate the Purchase Order Agreements at the Recipient's expense, complete the contractual requirements in any manner the State deems advisable and pursue available legal or equitable remedies for breach.

4. Convenience: The State may terminate the Purchase Order Agreements in its sole discretion upon thirty (30) calendar days' prior written notice.

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

6. Force Majeure: The State may terminate or suspend its performance under the Purchase Order Agreements immediately upon the occurrence of a "force majeure. " For purposes of the Purchase Order Agreements, "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.

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

M. Notice of Termination:

1. 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.

2. 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 Recipient, and shall be established as follows: (a) if the notice is delivered by hand, the date of receipt shall be established by the receipt given to the Recipient or by affidavit of the individual making such hand delivery attesting to the date of delivery; or (b) if the notice is delivered by registered or certified mail, by the receipt returned from the United States Postal Service, or (c) 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.

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

1. Upon receipt of notice of termination, the Recipient 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.

2. The State shall be responsible for payment on claims for services or work provided and costs incurred pursuant to the terms of the Purchase Order Agreements. In no event shall the State be liable for expenses and obligations arising from the requirements the Purchase Order Agreements after its termination date.

O. Notices of Matters Not Related to Termination: All notices, except for notices of termination, shall be in writing and shall be transmitted either:

1. by 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 electronic mail.

P. 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 Recipient agrees to submit to the State Agency within three (3) calendar days of becoming aware of the occurrence or of such problem, a written description thereof together with a recommended solution thereto.

2. The Recipient shall immediately notify in writing the program manager assigned to the Purchase Order Agreements of any unusual incident, occurrence, or event that involves the staff, volunteers, directors or officers of the Recipient, any subrecipient or program participant funded through the Purchase Order Agreements, 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 Recipient; or other matters of a similarly serious nature.

Q. Suspension: The State may, in its discretion, order the Recipient to suspend performance for a reasonable period of time. In the event of such suspension, the Recipient shall be given a formal written notice outlining the particulars of such suspension. Upon issuance of such notice, the Recipient shall comply with the particulars of the notice. The State shall have no obligation to reimburse Recipient'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 Purchase Order Agreements.

R. Confidentiality: The Recipient agrees that it shall use and maintain personally identifiable information relating to individuals who may receive services, and their families pursuant to the Purchase Order Agreements, or any

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

other information, data or records marked as, or reasonably deemed, confidential by the State ("Confidential Information") only for the limited purposes of the Purchase Order Agreements and in conformity with applicable provisions of State and Federal law. The Recipient understands and agrees that it (i) has an affirmative obligation to safeguard any such Confidential Information from unnecessary or unauthorized disclosure and (ii) must comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

S. Publicity:

1. "Publicity" shall mean, but not be 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 Purchase Order Agreements 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 Recipient 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 Recipient is an educational institution, the Recipient 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 Purchase Order Agreements and the Recipient agrees to use best efforts to provide copies of any manuscripts arising from Recipient's performance under the Purchase Order Agreements, or if requested by the State, the Recipient 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 Recipient is not an educational institution, the Recipient may submit for publication, scholarly or academic publications that derive from activity under the Purchase Order Agreements (but are not deliverable under the Purchase Order Agreements), provided that the Recipient 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 S(2) hereof.

T. MacBride Fair Employment Principles: In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Recipient hereby stipulates that the Recipient 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.

U. Iran Divestment Act:

1. By entering into the Purchase Order Agreements, the Recipient certifies in accordance with State Finance Law Section 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").

2. The Recipient further certifies that it shall not utilize on the Purchase Order Agreements any subrecipient that is identified on the Prohibited Entities List. The Recipient agrees that should it seek to renew or extend the Purchase Order Agreements, it must provide the same certification at the time the Purchase Order Agreements are renewed or extended. The Recipient also agrees that any proposed assignee of the Purchase Order Agreements shall be required to certify that it is not on the Prohibited Entities List before the Purchase Order Agreements assignment shall be approved by the State.

3. During the term of the Agreement, should the State receive information that a person (as defined in State

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

Finance Law Section 165-a) is in violation of the above-referenced certifications, the State 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 New York State Iran Divestment Act of 2012 within 90 calendar days after the determination of such violation, then the State 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 Recipient in default.

4. The State 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 the Purchase Order Agreements, 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. Severability: Any provision of the Purchase Order Agreements 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 Purchase Order Agreements shall attempt in good faith to reform the Purchase Order Agreements 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.

W. Governing Law: The Purchase Order Agreements shall be governed by the laws of the State of New York except where the Federal Supremacy Clause requires otherwise.

X. Additional Grant Terms

1. In accordance with 2 CFR Sections 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.

2. Required Contract Clauses: The Contractor must ensure that, for all contracts entered into by the Contractor, the contract provisions required by 2 CFR Section 200.327 (and Appendix II to 2 CFR Part 200) are included in such contracts. The Contractor further agrees to impose and enforce this requirement for any Contractor subaward agreements.

3. Advance Payments: 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.

4. Audit Requirements: This Contract, and any subawards resulting from this Contract, may be subject to fiscal and program audits by DHSES, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Contract. The Contractor shall meet all audit requirements of the federal government and State of New York. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Contract and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and DHSES guidelines.

5. 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. "

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

6. 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:

General Administrative Requirements:
a. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

Cost Principles:
a. 2 CFR Part 200, Subpart E

Audit Requirements:
a. 2 CFR Part 200, Subpart F

7. Contracting with small and minority firms, women's business enterprise and labor surplus area firms:

a. Consistent with 2 CFR Section 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. Affirmative steps must include:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) 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;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections 1 through 5 of this section.

8. 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.

9. Adequate Documentation: The Contractor must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Contractor, subrecipient 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 semiannual (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.

10. 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. 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.

11. 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

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

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.

12. Intellectual Property
Any creative or literary work developed or commissioned by the Contractor with grant support provided by 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.

a. 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.

b. 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.

c. 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. "

13. Accounting for Grant Expenditures:

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

b. 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.

c. 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.

d. 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.

e. The Contractor agrees that all sub-Contractor arrangements shall be formalized in writing between the

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

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.

14. Expenditures: 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.

15. Space Rental: Space rental provided by this Contract must be supported by a written lease, maintained on file and made available by the Contractor upon request.

16. Equipment and Property:

a. 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.

b. 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.

c. 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:

1) Items of equipment with a current per unit market value of less than $5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.

2) 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.

3) 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.

4) 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

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

guidelines followed, as specified in this Appendix.

5) 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.

Y. Additional U.S. DHS Requirements

1. 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.

2. Acknowledgement of Federal Funding from DHS
All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

3. Activities Conducted Abroad
All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

4. Age Discrimination Act of 1975
All recipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. Section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

5. Americans with Disabilities Act of 1990
All recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. Sections 12101-12213).

6. Best Practices for Collection and Use of Personally Identifiable Information (PII)
All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

7. Title VI of the Civil Rights Act of 1964
All recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal Financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

8. Civil Rights Act of 1968
All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. Section 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) -be designed and constructed with certain accessible features (see 24 C.F.R. Section 100.201).

9. Copyright
All recipients must affix the applicable copyright notices of 17 U.S.C. Sections 401 or 402 and an

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

10. Assurances, Administrative Requirements and Cost Principles
Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances- Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions. The administrative and audit requirements and cost principles that apply to DHS award recipients originate from 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002

11. Debarment and Suspension
All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

12. Drug-Free Workplace Regulations
All recipients must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. Section 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

13. Duplication of Benefits
Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

14. Energy Policy and Conservation Act
All recipients must comply with the requirements of 42 U.S.C. Section 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

15. Reporting Subawards and Executive Compensation
The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating $25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

16. False Claims Act and Program Fraud Civil Remedies
All recipients must comply with the requirements of 31 U.S.C. Section 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. Section 3801-3812 which details the administrative remedies for false claims and statements made.

17. Federal Debt Status
All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

18. Fly America Act of 1974
All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. Section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. Section 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

19. Hotel and Motel Fire Safety Act of 1990
In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. Section 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. Section 2225.

20. Limited English Proficiency (Civil Rights Act of 1964, Title VI)
All recipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited and additional resources on http://www.lep.gov.

21. Lobbying Prohibitions
All recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

22. Non-supplanting Requirement
All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statues for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

23. Patents and Intellectual Property Rights
Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. Section 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. Section 401.14.

24. Procurement of Recovered Materials
All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

25. Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at $150,000. All recipients who have contracts exceeding the acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

U.S.C. Section 1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of $10,000. All recipients that have contracts exceeding $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

26. SAFECOM
All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

27. Terrorist Financing E.O. 13224
All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

28. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)
All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

29. Trafficking Victims Protection Act of 2000
All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. Section 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR Section 175.15.

30. Rehabilitation Act of 1973
All recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

31. System of Award Management and Universal Identifier Requirements
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 Section 25.300, Contractors must maintain a current unique entity identifier prior to and during the life of the Contract. Nonprofit organizations that are first-tier subrecipients for Nonprofit Security Grant Program (NSGP) funding must have a DUNS number, but are not required to be registered in SAM.

32. USA Patriot Act of 2001
All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. Sections 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

33. Use of DHS Seal, Logo and Flags
All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

34. Whistleblower Protection Act

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.

35. DHS Specific Acknowledgements and Assurances
All recipients must acknowledge and agree and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office. The United States has the right to seek judicial enforcement of these obligations.

36. Disposition of Equipment Acquired Under the Federal Award
When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

37. Prior Approval for Modification of Approved Budget
Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. For awards with an approved budget greater than $150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

38. Acceptance of Post Award Changes
In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

v. 4/2021

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

Award Contract **SHSP**

Project No.	Grantee Name	
SH19-1079-D00	Amherst, Town of	08/03/2022

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.

4. Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.326 , 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

D. Training & Exercise Related Activities

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

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 contact to determine how the particular county requires reporting. Subrecipients are expected to provide DHSES upon request any data required for annual NIMS certification purposes.

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

Attachment: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

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.

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: FY19 T180206 SHSP Town of Amherst RED TEAM PO (RES-2022-934 : FY 2019 Homeland Security Grant Program (CRS#3573))

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26420 **RESOLUTION 2022-935** **ADOPTED**

Memorandum of Understanding Use of Amherst Police Department Community Policing and Training Facility Erie County Bar Association Assigned Counsel Program (CRS#3574)

TOWN BOARD AGENDA ITEM: SEPTEMBER 19, 2022

TO: **Town Board**

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

RE: **Memorandum of Understanding**
Use of Amherst Police Department Community Policing and Training Facility
Erie County Bar Association Assigned Counsel Program (CRS#3574)

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached Memorandum of Understanding between the Town of Amherst (Police) and the Erie County Bar Association Assigned Counsel Program with regard to the above-entitled matter. This MOU has successfully completed the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 19, 2022)**

9/19/2022
Consent

FINANCIAL IMPACT:

A 3122 .02410: Revenue TBD

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

MEMORANDUM OF UNDERSTANDING
BETWEEN TOWN OF AMHERST POLICE DEPARTMENT
AND Erie County Bar Association Assigned Counsel Program

1. Parties. This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the Town of Amherst, whose address is 5583 Main Street, Williamsville, New York, Town of Amherst Police Department, whose address is 500 John James Audubon Pkwy. Amherst New York 14226 (hereinafter collectively referred to as the "Town"), and the Erie County Bar Association Aid to Indigent Prisoner's Society, inc. Assigned Counsel Program, whose address is 403 Main Street, Suite 215, New York 14203. As used in this MOU, the term "Parties" describes the Town of Amherst Police Department and the Erie County Bar Association Assigned Counsel Program.

2. Purpose. This Memorandum of Understanding (MOU) constitutes a professional service and/or shared-use agreement between the parties, wherein the Town of Amherst Police Department will make available to th Erie County Bar Association Assigned Counsel Program, the Amherst Police Departments Community Policing and Training Facility (hereinafter "Facility") located at 4220 Bailey Avenue, Amherst, New York for firearms and related law enforcement training as described below. The purpose of this MOU is to establish the terms and conditions for u of the Town of Amherst Police Department's Community Policing and Training Facility by the Erie County Bar Association Assigned Counsel Program.

3. Conditions. In order for the Erie County Bar Association Assigned Counsel Program to utilize the Town of Amherst Police Department's Community Policing and Training Facility, approval must be given by the Ch of Police or his designee, and an individual memorandum of understanding. The Erie County Bar Association Assigned Counsel Program is responsible for complying with all applicable Federal, State, County, Municipal laws, ordinances, and regulations wherein the firearms range/training facility is located. The privilege granted to use the facility will be without any cost or expense to the Amherst Police Department or the Town of Amherst.

4. Use of the facilities. The Town and the Town of Amherst Police Department agrees to allow the Erie County Bar Association Assigned Counsel Program use of the agreed upon area of the facility which is located at 42 Bailey Avenue, Amherst New York to conduct suitable training , together with the necessary rights and ingress and egress to the facility. The Amherst Police Department Community Policing and Training Facility consists of three separate areas and this MOU specifically covers use of the designated training area to be used.

A. Classroom and presentation area located at the southernmost part of the building. Area includes classroom furniture and audio / visual equipment.
B. Realistic training area.
C. Firearms Range

5. Scheduling. Scheduling for use of the Town of Amherst Police Department Community Policing and Training Facility is done by request in writing or email to the Chief of Police of the Amherst Police

Attachment: MOU Erie County Bar Association (RES-2022-935 : MOU: Use of Bailey: Erie County Bar Association (CRS#3574))

Department or his/her designee. Scheduling of the facility will be a mutually agreeable date and time. A designee of the Amherst Police Department will be responsible for maintaining a schedule of events at the facility and communicating the schedule with the parties involved.

6. **Rules and Regulations.**

A. The Erie County Bar Association Assigned Counsel Program will use reasonable care in its use of t Facility and shall be responsible to the Town and the Town of Amherst Police Department for conducting all activities in a safe and prudent manner and so as not to endanger others while on Town of Amherst property.

B. The Erie County Bar Association Assigned Counsel Program shall return the Facility to the Amher Police Department after each use in the same condition as before its use, except for reasonable wear and tear a would be expected with the type of training done, or if it cannot do so, the Erie County Bar Association Assigned Counsel Program agrees to immediately notify the Town of Amherst Police Department in writing and be responsible to the Town of Amherst for any reasonably necessary repairs relating to the Erie County B Association Assigned Counsel Program use of the facility. The Erie County Bar Association Assigned Couns Program agrees that they will financially cover the cost of materials for replacement or repairs for any reckles or unnecessary damage caused by their activities as is reasonably determined by the Amherst Police Department.

C. The Erie County Bar Association Assigned Counsel Program accepts the Facility in "as is" conditi and acknowledges that the Town of Amherst makes no warranty in any manner as to the fitness of the facility for any specific purpose.

D. The Erie County Bar Association Assigned Counsel Program agrees that the facility shall be used solely in the service for law enforcement purposes, such as training and to follow all posted rules and safety regulations.

E. The Erie County Bar Association Assigned Counsel Program agrees to have a qualified instructor present who has attended and completed a safety and orientation briefing presented by an Amherst Police Department facility administrator.

F. The Erie County Bar Association Assigned Counsel Program, its agents, employees, and invitees, agree to abide by all facility and training safety rules and to attend and complete a safety briefing by a qualifie instructor before each use.

G. Violations of any of the agreed upon rules and regulations, or any above stated laws, or any damag (negligent or otherwise) could result in the Erie County Bar Association Assigned Counsel Program being charged to pay for said actual and reasonable damages at the discretion of the Amherst Police Department and may result in the termination of this MOU for Erie County Bar Association Assigned Counsel Program, resulting in the loss of facility usage for the Erie County Bar Association Assigned Counsel Program.

7. **Acknowledgement of Risk.**

Attachment: MOU Erie County Bar Association (RES-2022-935 : MOU: Use of Bailey: Erie County Bar Association (CRS#3574))

A. Subject to the availability of lawful appropriations and consistent with Section 8 of the New York State Court of Claims Act, the Erie County Bar Association Assigned Counsel Program shall hold the Town c Amherst harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the Erie County Bar Association Assigned Counsel Program or of its officers or employees when acting within the course and scope of their employment.

B. All persons being trained by the Erie County Bar Association Assigned Counsel Program, or who a at the Facility at the request or invitation of the Erie County Bar Association Assigned Counsel Program, will be at all times under the direct supervision of authorized Erie County Bar Association Assigned Counsel Program instructors. The State of New York follows a policy of self-retained risk of loss against casualty, public liability, fire and extended coverage and property damage. Suits for bodily injury and property damage are brought in the New York State Court of Claims, which is supported by a multi-million-dollar appropriatio Erie County Bar Association Assigned Counsel Program employees are protected against suits under Public Officers Law Section 17 for actions or alleged actions that occur while they are acting within the scope of thei employment. The State of New York has the full resources of its taxing powers to respond to any claims for liabilities for any loss, destruction or damage to the Facility which may arise during the Term of this MOU. Provisions of the State's response to any claims for liability as may arise during the Term of this MOU are set forth in the New York State Court of Claims Act, and any damages arising from such liability shall issue from the New York State Court of Claims Fund or any applicable, annual appropriation of the Legislature. The Tov of Amherst disclaims any and all liability for damage to any property owned by Erie County Bar Association Assigned Counsel Program, including any vehicles (personally or agency owned) that are brought to the facility.

C. The Erie County Bar Association Assigned Counsel Program is responsible for ensuring that all personnel using the Facility, while it is assigned to or otherwise being used by the Erie County Bar Associatio Assigned Counsel Program, understand and agree that the use of the Facility is an inherently dangerous activit and that in consideration for being allowed to use the Facility, each individual assumes the risk of any injuries that may occur while using the Facility.

D. The Town of Amherst expressly disclaims any and all liability for damage or injury to Erie County Bar Association Assigned Counsel Program, its agents, employees or invitees related to this MOU. The Tow of Amherst shall not be liable for theft, vandalism or pilferage of the Facility or any items contained therein.

8. Term of MOU.

A. This MOU becomes effective when approved by the parties identified below and will remain in effect for five (5) years after the agreement is signed. The parties then have the option to renew the MOU for two (2) additional, five (5) year terms.

Attachment: MOU Erie County Bar Association (RES-2022-935 : MOU: Use of Bailey: Erie County Bar Association (CRS#3574))

B. Either party may terminate this MOU upon thirty (30) days written notification to the other party. Such notice will be the subject of immediate consultation to the parties to decide upon the appropriate course action.

9. **General Provisions**

A. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New York. The courts of the State of New York shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the Supreme Court, Erie County and New York State. The Chief of Police or their designees have final say on all matters pertaining to safety, usage and administration at the Facility. This supersedes any and all rank or administrative titles carried by members of guest agencies.

B. Entirety of Agreement. This MOU, consisting of [6], pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreement whether written or oral.

C. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

D. Sovereign Immunity. The Erie County Bar Association Assigned Counsel Program and the Amherst Police Department and their respective governing bodies do not waive their sovereign immunity entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

E. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall insure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

F. Force Majeure. Neither the Town of Amherst nor the Erie County Bar Association Assigned Counsel Program shall be deemed in default hereunder if either Party is prevented from performing any of the obligations by reason of strikes, labor disputes, acts of God, acts of the public enemy, acts of the government, or sabotage or any other circumstances for which it is not responsible or which are not within its control

Attachment: MOU Erie County Bar Association (RES-2022-935 : MOU: Use of Bailey: Erie County Bar Association (CRS#3574))

10. Funding. The fee schedule for the Facility is listed below. The fees are necessary to maintain the Facility at a high standard, parties will agree that any fees will be known and agreed to at the time of training scheduling. Any fees paid by any agency constitute that agency's willingness to have a well maintained training venue and at no point will any fees paid constitute any ownership, control or unquestioned right to future use of the Facility. If the fee schedule changes, the Town of Amherst will notify the Parties (60) sixty days prior to changes taking effect.

Firearms Range	$300 / half day (4 hrs.)
Firearms Range	$600 / Full day (8 hrs.)
Realistic Training House	$100 / half day (4 hrs.)
Realistic Training House	$200 / full day (8 hrs.)

11. Signatures. In witness whereof, the parties to this MOU through their duly authorized representati have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Erie County Bar Association Assigned Counsel Program

Attachment: MOU Erie County Bar Association (RES-2022-935 : MOU: Use of Bailey: Erie County Bar Association (CRS#3574))

Michelle Parker 8/30/2022

Michelle Parker - Executive Director Date

_____

[Name and Title] Date

Town of Amherst Police Department

_____

Brian J. Kulpa, Town Supervisor Date

_____

Scott P. Chamberlin, Chief of Police Date

Attachment: MOU Erie County Bar Association (RES-2022-935 : MOU: Use of Bailey: Erie County Bar Association (CRS#3574))

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26419 **RESOLUTION 2022-936** **ADOPTED**

Request for Additional Funds 2022 Asset Forfeiture Trust Account

Town Board Agenda Item: September 19, 2022

TO: **Town Board**

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

RE: **Request for Additional Funds**
2022 Asset Forfeiture Trust Account

Kindly adopt a resolution authorizing the approval to spend up to an additional $20,000.00 from T2917 Asset Forfeiture Trust Account. This account is federally regulated by instituted guidelines regarding the expenditure of funds.

Thank you.

SPC: msl
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 19, 2022)**

9/19/2022
Consent

FINANCIAL IMPACT:

T2917: $20,000.00

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: 09/19/22 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 26417 **RESOLUTION 2022-937** **ADOPTED**

Travel & Training Request 2022 Animal Control Conference

TOWN BOARD AGENDA ITEM : SEPTEMBER 19, 2022

TO: **Town Board**

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

RE: **Travel & Training Request**
2022 Animal Control Conference

Kindly adopt a Resolution authorizing one (1) Animal Control Officer to attend the above entitled training course. This seminar was held in Fairport, New York on September 13, 2022 and September 14, 2022. A police department vehicle will be utilized to travel to and from this training. The cost for this course is approximately $220.20.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: September 19, 2022)**

9/19/2022
Consent

FINANCIAL IMPACT:

A 3510 .4050: $102.00

A 3510 .4120: $100.00

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

☑ $250 + or greater than 75 miles — Department Head AND Town Board Approval Required

Revised 12/22/2021

NAME	Employee #	Department	Phone Number
[redacted]		Police	716-689-1311

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
9/13/22 *Day Only	9/14/22 *Day Only	Fairport, NY	2022 Animal Control Conference

Expenses	Estimated	Budget A/C #	Actual
Transportation:			
Mileage @ Using a Police Car	$100.00	A 3510 .4050	
Tolls	$2.00	A 3510 .4050	
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	$100.00	A 3510 .4120	
Other			
Subtotal	$202.00		N/A
Contingency - 10% of subtotal or $200	$20.20		N/A
TOTAL	$220.20		

Request Approved By:

Department Head Signature

9/9/2022

Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature — Date

Print Employee Name

Reimbursement Approved By:

Department Head Signature — Date

Complete Shaded Area
For Expense Reimbursement

Attachment: RedactedTravelFormAnimalControlConference9.19.2022 (RES-2022-937 : Training & Travel Request)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 26436 **RESOLUTION 2022-938** **ADOPTED**

Approval to Throw Out Awning

We respectfully request Town Board permission to authorize the Supervisor to give consent to allow Kohler Awning to discard (throw out) the Senior Center awning that is in storage. The awning is not repairable & unsafe for use in its current condition.

9/19/2022
Consent

FINANCIAL IMPACT:

None

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

Amherst Center for Senior Services

BRIAN J. KULPA
Supervisor, Town of Amherst

MELISSA ABEL
Director, Senior Services

370 John James Audubon Pkwy • Amherst, New York • 14228
Phone (716) 636-3050 Fax (716) 636-3060

MEMORANDUM

Town Board Agenda Item for Monday, September 19, 2022

TO: The Honorable Amherst Town Board
Brian J. Kulpa, Supervisor
Councilmembers:
Jacqualine G. Berger, Deputy Supervisor
Deborah Bruch Bucki, R.N., Ph.D., Liaison to Senior Services
Michael Szukala
Shawn A. Lavin

FROM: Melissa Abel, Director, Amherst Senior Services

SUBJECT: Approval to throw out awning

DATE: September 12, 2022

The Senior Center needs Town Board approval to give consent to allow Kohler Awning to discard (throw out) the Senior Center awning that is in storage. The awning is not repairable, it is not safe in its current condition to use, and has exceeded its usability for us.

We appreciate your approval at the Town Board meeting of Monday, September 19, 2022.

Please call me if you have any questions. Thank you for your assistance.

Enc.
Town Board letters

Attachment: Memo - Kohler awning-09142022102841 (RES-2022-938 : Approval to Throw Out Awning)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26415 **RESOLUTION 2022-939** **ADOPTED**

Child Day Care Services Agreement - CRS #3568

Authorize the Supervisor to sign a contract between the Town of Amherst (Youth & Recreation Department) and Erie County Department of Social Services for child day care services from 1 September 2022 to 31 August 2023.

9/19/2022
Consent

FINANCIAL IMPACT:

A7145.02070; revenue TBD

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

County of Erie
Contract No.: DC 1971
Contract Period: 09/01/22 – 08/31/23
Comptroller's No.: 22-3658-SW
Tax ID No.: X16-6002157

AGREEMENT

BY AND BETWEEN

THE COUNTY OF ERIE THROUGH
THE ERIE COUNTY DEPARTMENT
OF SOCIAL SERVICES

AND

TOWN OF AMHERST
YOUTH BOARD

FOR THE PURCHASE OF

Child Day Care Services

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

CONTRACT FOR PURCHASE OF CHILD DAY CARE SERVICE

This Contract (also referred to as Agreement) is made as of the date of the last signature affixed hereto, by and between the County of Erie through the Erie County Department of Social Services, hereinafter "the Department", with offices at 95 Franklin Street, Buffalo, New York 14202, and **The Town of Amherst Youth Board** hereinafter "the Contractor" with offices located at **4255 Harlem Rd. Amherst, NY 14226, 5005 Sheridan Dr. Williamsville, NY 14221, 730 Hopkins Rd. Williamsville, NY 14221 & 1615 Amherst Manor Dr. Williamsville, NY 14221.**

WITNESSETH:

WHEREAS, the Department is authorized pursuant to section 410 of the Social Services Law of the State of New York to provide subsidized Child Day Care Services at public expense for eligible children pursuant to criteria established by the New York State Office of Children and Family Services, hereinafter "NYSOCFS" and

WHEREAS, the Contractor herein is authorized to provide Child Day Care Services pursuant to a registration issued by the NYSOCFS; and

WHEREAS, the Department believes in the importance of education and early intervention in the early development of its youngest residents. The contract is encouraged to make every effort possible to provide developmental screenings and quality educational opportunities for the children in their care. The Department also recommends the Contractor to take advantage of available resources in an effort to prepare the child for their formal educational experiences; and

WHEREAS, it is both administratively and economically feasible for the Department to contract for these services, and

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

NOW, THEREFORE, the parties hereto do covenant and agree as follows:

1. **ACCOUNTABILITY**

The Contractor shall be fully accountable for its performance hereunder and agrees for itself, its officers and its employees to answer under oath all questions relevant to the performance thereof and to any transaction, act or omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Contract or its performance.

2. **AMENDMENT**

This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

3. **ASSIGNMENT**

The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Contractor shall not subcontract any part of the Services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

Agreement. It is recognized and understood by the Contractor that for the purposes of this Agreement, all Services performed by a County-approved subcontractor shall be deemed Work performed by the Contractor and the Contractor shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

4. **BACKGROUND CHECKS**

The Contractor shall comply with all requirements of the New York State Office of Children and Family Services (OCFS) relative to the new comprehensive background checks, as required by the Child Care and Development Block Grant Act (CCDBG) and New York Social Services Law, effective September 25, 2019.

Said compliance includes timely completion and submission of the OCFS-6000 packet, and any additional forms described therein as required for your day care center. Background check will include fingerprinting of all owners, operators, employees, teachers and volunteers in your day care center. Once individuals complete the screening required under CCDBG and they are approved for their roles, the approval is valid for up to five (5) years unless they cease work in any program for more than 180 days, or a new issue emerges in their background check.

For questions regarding the OCFS required background checks, or instructions for completing same, please contact your OCFS Licensor. Additional information can also be found at https://ocfs.ny.gov/programs/childcare/ccdbg/.

5. **CONFIDENTIALITY**

The Contractor represents and agrees to safeguard the confidentiality of all information utilized by or in the possession of the Contractor under this Contract where such information is subject to Federal and State confidentiality statutes and regulations. Any breach of confidentiality by the Contractor, its agents or representatives pursuant to said

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

statutes or regulations shall be cause for immediate termination of this Contract.

6. **CONTRACTOR RESPONSIBILITIES**

a. The Contractor undertakes and agrees to furnish Child Day Care Services to the Department in accordance with the terms of its State-issued registration and in compliance with all pertinent statutes, regulations and standards thereto.

b. The Contractor shall complete and retain for a period of six (6) years, in an accessible, chronologically organized and legible manner, signed Child Day Care agreements covering each child enrolled for Child Day Care Services. These agreements shall include the following:

i. Child Day Care rate;

ii. Method of payment;

iii. List of services to be provided;

iv. Full or part-time care.

Records of daily Child Day Care attendance and transportation service for these same children are also subject to this requirement.

c. **Contractor shall participate in the NYS Child Care Time and Attendance (CCTA) automated attendance module upon implementation of the system in March 2011 and thereafter. The automated attendance module of CCTA is a web-based system and requires the contractor to have access to a personal computer (PC) with internet capacity. The contractor shall provide educational activities for the children in care and participate in professional development as outlined in the OCFS regulations.**

d. The total payment by the Department and, if applicable, the fee paid by the parent of the child, shall not exceed the negotiated final child day care rate contained in

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

the Schedule of Maximum Reimbursement Rates attached hereto and made a part hereof, Appendix A, and shall constitute payment in full for child day care services rendered under this Contract.

e. The cost of transportation is included in the negotiated final rate and shall be provided to a child under this Contract to the same extent that it is provided to other purchasers of equal care.

f. Payments made under this Contract shall not exceed the actual cost of such care and shall not exceed the amount to be charged to other purchasers of equal care.

g. The Contractor shall timely submit its claims for **payment through CCTA attendance submittal** or on a voucher or other forms satisfactory to the Department for the purpose of this Contract. The Contractor shall be responsible for requesting, in writing, a voucher authorizing payment within **ninety (90) days** from the beginning of service delivery **date** in a given case, if such a voucher has not been received by that date. The Department shall in no event be legally responsible for the payment for any services provided where the Contractor has not requested, in writing, **(attendance or voucher submission) payment for services within ninety (90) days of the beginning of the service dates.** When the Contractor has received a voucher authorizing payment the Contractor shall review it and return it to the Department for payment as soon as possible. The Department shall in no event be legally responsible for the payment for any services provided where the Contractor returned said voucher to the **Department later than ninety (90) days after the issuance** of said voucher. The Department shall in no event be legally responsible to adjust a payment already made where the Contractor has not

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

requested, in writing, an adjustment to that payment within ninety (90) days of the date that payment was issued by the Department.

7. **DEPARTMENT RESPONSIBILITIES**

a. The total payment by the Department and, if applicable, the fee paid by the parent of the child, shall not exceed the negotiated final child day care rate contained in the Schedule of Maximum Reimbursement Rates and shall constitute payment in full for child day care services rendered under this Contract.

b. The Department may conduct periodic unscheduled or scheduled on-site reviews of the Contractor's Child Day Care facilities, programs and records as deemed necessary. The purpose of these on-site reviews is to make certain that facilities identified in the contract meet the minimum standards for operation as defined in Part 400 of Title 18 of the "Official compilation of Codes, Rules and Regulations of the State of New York", and to ensure that all records are accurate, chronologically organized, legible and up to date. The Department need not give the Contractor prior notice of said review.

c. The cost of transportation is included in the negotiated final rate and shall be provided to a child under this Contract to the same extent as to other purchasers of care.

8. **EXECUTIVE ORDER**

The Agency shall comply with Executive Order 13 (2014), and agrees to complete the Certificate collectively attached hereto and made a part hereof. The Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities,

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for determining that the Agency is not qualified to participate in future county contracts.

9. **EXECUTORY CLAUSE**

The contract is executory only to the extent of monies available to the Department for the performance hereof and appropriated therefore and no liability on account thereof shall be incurred by the Department beyond the monies available and appropriated for the purpose thereof.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

10. **GOVERNING LAW**

This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

11. **HEADINGS**

The headings used in this Agreement are for convenience of the parties only and shall not be considered in interpreting the meaning of any provisions of this Agreement.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

*4255 Harlem Rd.

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **NEW YEAR'S DAY**

☒ **MEMORIAL DAY**

☒ **VETERAN'S DAY**

☒ **M.L. KING DAY**

☒ **INDEPENDENCE DAY**

☒ **THANKSGIVING** ☒ **& DAY AFTER**

☒ **GOOD FRIDAY**

☒ **LABOR DAY**

☒ **CHRISTMAS EVE** ☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY**

☒ **COLUMBUS DAY**

☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. **Hours of Operation**

2:00 PM **to** 6:00PM ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 110

10:30 am-6:00pm on school half days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716) 631-7208

g. **Director's Name** Michele Holmes

Contact's Name and Phone # Janice Zapfel (716)631-7132 x 7511

Email Address jzapfel@amherst.ny.us

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

*5005 Sheridan Dr.

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. **Hours of Operation**

2:00 PM **to** 6:00 PM ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 65

10:30 am - 6:00pm on school half days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716) 633-8117

g. **Director's Name** Alan Laudico

Contact's Name and Phone # Janice Zapfel (716) 631-7132 x 7511

Email Address jzapfel@amherst.ny.us

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

*730 Hopkins Rd.

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. **Hours of Operation**

2:00 PM **to** 6:00 PM ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 44 10:30 am - 6:00pm on school half days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716) 689-1404

g. **Director's Name** Jennifer Reed

Contact's Name and Phone # Janice Zapfel (716) 631-7132 x 7511

Email Address jzapfel@amherst.ny.us

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

12. **HOLIDAY CLOSINGS/HOURS/CENTER INFORMATION**

*1615 Amherst Manor Dr.

a. **Closings: (Check all that apply)**

☐ **OPEN ALL HOLIDAYS**

☒ **NEW YEAR'S EVE** ☒ **MEMORIAL DAY** ☒ **VETERAN'S DAY**
☒ **NEW YEAR'S DAY**

☒ **M.L. KING DAY** ☒ **INDEPENDENCE DAY** ☒ **THANKSGIVING**
☒ **& DAY AFTER**

☒ **GOOD FRIDAY** ☒ **LABOR DAY** ☒ **CHRISTMAS EVE**
☒ **CHRISTMAS DAY**

☒ **PRESIDENTS DAY** ☒ **COLUMBUS DAY** ☒ **ELECTION DAY**

☒ **OTHER (Please Specify)** Juneteenth

b. **Hours of Operation**

2:00 PM **to** 6:00 PM ☒ **Weekdays** ☐ **Weekends**

c. **Capacity** 44 10:30am-6:00pm on school half days

d. **Transportation** ☐ **Yes** ☒ **No**

e. **Ages** 5-11

f. **Contact Phone Number** (716)631-7299

g. **Director's Name** Susan Mohney

Contact's Name and Phone # Janice Zapfel (716)631-7132 x7511

Email Address jzapfel@amherst.ny.us

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

13. **INDEMNIFICATION**

The Contractor agrees:

a. that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County and New York State, their officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

b. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

14. **INDEPENDENT CONTRACTOR**

The Contractor and the County agree that the Contractor and its officers, employees, agents, contractors, subcontractors, and/or consultants are independent contractors and not employees of the County or any department, agency, or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof, and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State of New York or the Department, including but not limited to Worker's Compensation coverage or retirement membership or credits.

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

15. **INSURANCE**

The Contractor agrees to procure and to maintain in force, for the duration of this Contract, such insurance naming the County of Erie as an additional insured, as is determined appropriate by the Department for the purpose of this Contract. Such coverage must be identified and entered upon the County Standard Insurance Certificate or its acceptable substitute and signed by the Contractor's insurance company, agent or broker, which shall be subject to approval by the County Department of Law and upon approval, shall be attached to and become part of the Contract.

16. **LAWS APPLICABLE**

The Contractor agrees to comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Contractor shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the Services hereunder.

17. **MBE/WBE PARTICIPATION**

Pursuant to County of Erie Local Law No. 9, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all Departments of the County. **The Contractor agrees to complete the questionnaire attached hereto and forming a part hereof entitled Business Enterprises Owned and Controlled by Persons of Color or Women.**

18. **NON-DISCRIMINATION**

The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status or any other status protected by New York State or Federal laws during the term of or in connection with this Agreement.

19. **NON-REIMBURSABLE SERVICES**

The Contractor certifies that the services being contracted are not otherwise available from the Contractor on a non-reimbursable basis.

20. **PAYMENT**

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Contractor for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Any and all requests for payment to be made shall be submitted by the Contractor in the manner described by the Department. In no event shall final payment be made to the Contractor prior to completion of all Work and the approval of same by the Commissioner. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Services, unless specific additional charges are expressly permitted under this Agreement.

21. **PAYMENT FOR TEMPORARY ABSENCE:**

Per regulation 18 NYCRR Part 415.6(b), effective 12/01/2021 the Department shall pay the Contractor for child care services for children who are temporarily absent from the Contractor:

a. 24 absences per State fiscal year (April 1st-March 31st) regardless of the reason for the temporary absence. The department has elected to give an additional 24 absences

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

for a total of 48 absences between 12/01/21 – 03/31/2022. Effective 04/01/2022, the Department has elected to give an additional 36 absences for a total of 60 absences per State fiscal year.

b. The Contractor shall timely submit claims to the Department on such forms and in such manner as the Department prescribes.

c. The Contractor certifies that it requires the parents whose child care costs are not paid by or subsidized by the Department to make payments for days when their children are absent from care.

d. be open and available to provide care on the day the child is absent.

22. **PREVAILING AGREEMENT**

In the event of any conflict between this Agreement/Contract (or any portion thereof) and any other Agreement/Contract between the Contractor and their customer, now existing or hereafter entered into, the terms of this Agreement/Contract shall prevail, take precedent and supersede the conflicting term(s) of the Agreement/Contract between the Contractor and their customer.

23. **PROCUREMENT**

This is a procurement contract with Erie County through the Erie County Department of Social Services, paid for in whole or in part with Federal funds. The vendor is not considered to be a subrecipient of Federal assistance funds for the purpose of OMB Circular A-128 and A-133.

24. **RECORDS**

a. The Contractor agrees to keep and upon request, make available to the Department, the Erie County Comptroller, the NYSOCFS and Federal personnel when Federal

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

funds are being utilized, any and all books, records, documents, and other evidence and records of the funds paid to it and the services performed by it hereunder.

b. The Contractor agrees to collect statistical data of a fiscal nature on a regular basis and to make fiscal statistical reports at a time prescribed by and on forms furnished by the Department.

c. The Contractor agrees to retain any and all books, records and other documents relevant to this Contract for six (6) years after the final payment for said services and said materials shall be subject to audit at any time during said six (6) year period.

25. **TERM**

a. **This Contract shall run from the first day of September, 2022 through the last day of August, 2023.**

b. The parties hereto agree to renegotiate this Contract in the event that the Department of Health and Human Services, and/or the NYSOCFS issue new or revised requirements to the Department as a condition for receiving continued Federal and/or State reimbursement.

c. This Contract is deemed executory only to the extent that monies are available to the Department and NYSOCFS in the year for the performance thereof and appropriated therefore and the Department and/or the NYSOCFS shall incur no other liability on account of the Contract.

26. **TERMINATION**

a. This Contract may be terminated at any time by the Department, without notice, upon discovery of Contractor's non-performance or other breach of this Contract.

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

b. Either party may terminate this Contract for other cause or reason upon thirty (30) days prior written notice to the other.

27. **WAIVER**

Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any Work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

[END TEXT]

Revised Oct 2019

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

IN WITNESS whereof, the parties have executed this Contract on the day and year last written below.

APPROVED AS TO CONTENT:

_____
ECDSS Program Area

DATE: _____

APPROVED AS TO FORM:
ECDSS Office of Counsel

_____
ECDSS Attorney

DATE:_____

FOR THE CONTRACTOR: X_____
Signature

TITLE: X_____

STATE OF NEW YORK)
COUNTY OF ERIE)

On this ____ day of _____, 20___, before me personally came _____, to me known, who, being duly sworn, did depose and say that (s)he resides in _____; that (s)he is an (the) _____of the corporation described in and which executed the foregoing instrument; that (s)he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was affixed by order of the Board of Directors of said corporation; and that (s)he signed (her) his name thereto by like order.

X_____
NOTARY PUBLIC

FOR THE DEPARTMENT OF SOCIAL SERVICES:

_____
COMMISSIONER
Date_____

FOR THE COUNTY OF ERIE:

_____
MARK POLONCARZ / MARIA WHYTE
County Executive / Deputy County Executive

Date_____

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

APPENDIX A

SCHEDULE OF MAXIMUM REIMBURSEMENT RATES UNDER THIS CONTRACT

AGE	MAXIMUM RATE (Erie)	PROVIDER'S RATE	NEGOTIATED FINAL RATE (To be completed by Social Services)
Weekly Rate: (30 hours or more per week)			
0 - 1.5	340.00	N/A.	
1.5 - 2	320.00	N/A	
2 - 3	320.00	N/A	
3 - 5	300.00	142.50	
6 - 12	265.00	142.50	
Daily Rate: (6 or more hours per day)			
0 - 1.5	70.00	N/A	
1.5 - 2	68.00	N/A	
2 - 3	68.00	N/A	
3 - 5	64.00	28.50	
6 - 12	57.00	28.50	
Part Day Rate: (less than 6 hours per day)			
0 - 1.5	47.00	N/A	
1.5 - 2	45.00	N/A	
2 - 3	45.00	N/A	
3 - 5	43.00	14.25	
6 - 12	38.00	14.25	

We are unable to accept the contract if additional information is included on Appendix A, other than the requested rates.
REGULATION 415.6 Payments made under this contract shall not exceed the actual cost of such care and shall not exceed the amount to be charged to other purchasers of equal care. The Contractor shall impose no fees other than those specified in the Contract.
IF YOU PROVIDE A DISCOUNT FOR MULTIPLE CHILDREN IN THE SAME FAMLY, ENTER PERCENTAGE OF DISCOUNT HERE ___%. PLEASE NOTE: IF YOU OFFER MULTIPLE PERCENTAGES FOR MULTIPLE CHILDREN, DSS WILL CALCULATE RATE USING HIGHEST PERCENTAGE OF DISCOUNT, AS CCTA IS ONLY ABLE TO ACCEPT ONE DISCOUNT LEVEL RATES ARE CONTINGENT UPON AVAILABILTY OF FUNDS. Reference: NYS Code Rules and Regulations

NAME OF PROVIDER: X Town of Amherst Youth Board

ECDSS Negotiated Rates By:_____ **Date**_____
Print Name_____ **Title:**_____

Rev 06/2022

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

X _____

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

X A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

OR

X B)

_____, being duly sworn, states that he or she is the _____ (Title of Corporate Officer), of _____ (Name of Corporation), the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
day of _____, 20___

X _____

Notary Signature

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

QUESTIONNAIRE REGARDING BUSINESS ENTERPRISES OWNED AND CONTROLLED BY WOMEN OR PERSONS OF COLOR

As part of the County's program to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in County contracts, completion of this form is required.

A "business enterprise owned and controlled by women or persons of color" means a business enterprise, including a sole proprietorship, limited liability partnership, partnership, limited liability corporation, or corporation, that either:

1. Meets the following requirements:

    a. Is at least 51% owned by one or more persons of color or women;
    b. Is an enterprise in which such ownership by persons of color or women is real, substantial and continuing;
    c. In an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and
    d. Is an enterprise authorized to do business in this state which is independently owned and operated.

2. Is a business enterprise certified as a minority business enterprise ("MBE") or women business enterprise ("WBE") pursuant to Article 15-a of the New York State Executive Law and the implementing regulations, 9 York Code of Rules and Regulations subtitle N Part 540 et seq., **OR**

3. Is a business enterprise certified as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

Please note that the term "persons of color" as used in this form, means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups:

a. Black persons having origins in any of the Black African racial groups;
b. Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race;
c. Native American or Alaskan native persons having origins in any of the original peoples of North America; or
d. Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

1. Are you a business enterprise owned and controlled by women or persons of color in accordance with the standards listed above?

_X_ No

_____ Yes*

*__IMPORTANT:__ If you answered "yes" above, please indicate if you possess certification by New York State and/or the Federal government.

_____ No, I do not have government certification.

_____ Yes, I have government certification (must attach certificate).

2. If you answered "yes" above, please check off below whether your business enterprise is owned and controlled by women, persons of color, or both.

_____ Women

_____ Persons of Color (*please check off below all that apply*)

_____ Black persons having origins in any of the Black African racial groups

_____ Hispanic persons of Mexican, Puerto Rico, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race

_____ Native American or Alaskan native persons having origins in any of the original peoples of North America

_____ Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands

Name of Business Enterprise: X Town of Amherst (Youth Board)

Address: X 1615 Amherst Manor Drive
Williamsville, NY 14221

Signature: Y

X _____
Notary Public

_____
Date

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

DAY CARE REQUEST FOR WAIVER OF AUTOMOBILE INSURANCE COVERAGE

STATE OF NEW YORK:
COUNTY OF ERIE: SS:

X Brian J. Kulpa, **being duly sworn, deposes and says that:**
Town of Amherst

1. ~~Your deponent~~ **is the owner/operator of a Day Care Center known as** X Amherst Youth Board, **which is located at** X 1615 Amherst Manor Dr. Williamsville, NY 14221 **in the** Town of Amherst.
2. ~~Your deponent~~ **has entered into a contract with the County of Erie, through the Erie County Department of Social Services, for the provision of day care services. Insurance Requirements of that contract are that an automobile policy of insurance be obtained by the Day Care Center; that certain limits of automobile insurance be obtained and maintained; that the County of Erie appear as an additional named insured on the automobile policy; and that the County of Erie be defended and held harmless in the event of any and all claims arising from an "automobile" claim.**
3. ~~Your deponent~~ **states that the Day Care Center, known as** X Amherst Youth Board **as part of its operations, does not and will not transport children in its care, for any reason whatsoever.**
Town of Amherst
4. **Since the children in the care of the aforementioned Day Care Center are not and will not be transported by the Center, a request is hereby made that the requirements of automobile insurance coverage be waived for this contract year.**
5. ~~Your deponent~~ **agrees and understands that if the waiver is granted by the County of Erie, and if a child or children is (are) transported in contravention of these assertions to the contrary, then your deponent will be personally liable and responsible for any and all personal and/or property damages incurred as a result of said transportation.**
Town of Amherst
6. **Furthermore,** ~~your deponent~~ **agrees to provide a full and complete defense and indemnification to the County of Erie, in the event that any child or children being transported by the Day Care Center is (are) injured in any way, and a claim arises for that injury.**
Town of Amherst
7. **Finally,** ~~your deponent~~ **agrees and understands that the defense and indemnification requirements described herein are personal and are in addition to any defense and indemnification which may be provided by the Day Care Center itself.**
8. **This statement is made with the knowledge that the County of Erie, through the Erie County Department of Social Services, will rely upon the statements made herein in the decision to either grant or deny this request for a Waiver of the Requirement of Automobile Insurance Coverage.**

By: X _____
Supervisor **(Signature)** Town of Amherst

Sworn to before me this _____
day of _____, 20____.

Notary Public X _____

Attachment: ECDSS Child Day Care Services Agreement (RES-2022-939 : Child Day Care Services Agreement - CRS #3568)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26426 **RESOLUTION 2022-940** **ADOPTED**

Emergency Purchase Authorization - Trane R 22

Authorize the emergency purchase of R22 refrigerant from Trane Supply to address a freezing issue on the Feature Rink at the Northtown Center.

9/19/2022
Consent

FINANCIAL IMPACT:

A 7253.4220: $54,736.77

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

Attachment G
TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

This form is to be completed for all emergency purchases made that contravene the Town's Purchasing Policy. You must contact the Supervisor (or Deputy Supervisor in the Supervisors absence) to obtain his/her approval prior to making the purchase. This form must be completed and submitted to the Town Board at the first work session following the Emergency purchase. A copy should also be submitted to the Town Attorney and Contract Compliance & Administration Department.

An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 9/12/22
2. Date of Town Board work session where Board is notified: 9/19/22
3. Date you received approval from the Supervisor: 9/13/22
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): R22-30: $54,736.77
5. Is there adequate funding in your current operating budget to cover this purchase? Not really, but we will have to figure it out with budget transfers from programming lines.
   Identify budget Org/Object: A 7253.4220
6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy:
   We are in the process of bringing the Feature Rink back online after the summer and are having problems with the current system freezing both Rink #1 and the Feature Rink (the mechanical system on the north end feeds both of these rinks). The project to replace the mechanical system as not yet been approved, resulting in the need for this temporary solution.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so.
   A bid was issued for R22 resulting a response of $66,000.00; however, this bid has not yet been awarded and the quote from Trane US is approximately $12,000.00 lower.
8. Department Head Signature: Mary Diana Brei Date: 9/12/22

CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only	
Date of Town Board Resolution:	Emergency Purchase Tracking/Res #:

Attachment: Emergency Purchase Authorization R 22 (RES-2022-940 : Emergency Purchase Authorization - Trane R 22)

Attachment G

TOWN OF AMHERST-EMERGENCY PURCHASE(S) DOCUMENTATION FORM

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An exception to the competitive bidding requirements exists for emergency situations (GML, §103[4]). There are three basic statutory criteria to be met in order to fall within this exception. These are that (1) the situation arises out of an accident or other unforeseen occurrence or condition; (2) the circumstances affect public buildings, public property or life, health, safety or property of the political subdivision's residents; and (3) the situation requires immediate action which cannot await competitive bidding.

Generally, there must be a present, immediate and existing condition which is creating an imminent threat or danger and which requires such immediate action that a further delay to comply with competitive bidding requirements is so detrimental to the public interest that it overcomes the strong public policy in favor of bidding. Further, because the emergency must arrive out of an accident or unforeseen occurrence, it is doubtful a local government may invoke the emergency exception in a situation which the result of inaction or dilatory behavior on the part of local officials and which, therefore, could have been foreseen in time to advertise for bids.

Even when a governing board passes a resolution that a public emergency exists, the public interest dictates that purchases are made at the lowest possible costs, seeking competition by informal solicitation of quotes or otherwise, to the extent practical under the circumstances.

1. Date of Emergency Purchase: 9/12/22
2. Date of Town Board work session where Board is notified: _____
3. Date you received approval from the Supervisor: BK 9/13/22
4. Amount of Emergency Purchase. Please provide a detailed listing of items purchased and the cost of each (Attach additional detail if necessary): R22-30: $54,736.77
5. Is there adequate funding in your current operating budget to cover this purchase? Not really, but we will have to figure it out with budget transfers from programming lines.
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6. Please describe the circumstances that resulted in the need to make an emergency purchase without following the Town's Purchasing Policy:
   We are in the process of bringing the Feature Rink back online after the summer and are having problems with the current system freezing both Rink #1 and the Feature Rink (the mechanical system on the north end feeds both of these rinks). The project to replace the mechanical system as not yet been approved, resulting in the need for this temporary solution.
7. Please describe what steps were taken to ensure the lowest cost for the Emergency Purchase. If none, please explain why your department was prevented from doing so.
   A bid was issued for R22 resulting a response of $66,000.00; however, this bid has not yet been awarded and the quote from Trane US is approximately $12,000.00 lower.
8. Department Head Signature: Mary Diana Brui Date: 9/12/22

CC: Town Board
Town Attorney
Contract Compliance & Administration

For Contract Compliance & Administration Use Only
Date of Town Board Resolution: Emergency Purchase Tracking/Res #:

Attachment: Emergency Purchase Authorization R 22 (RES-2022-940 : Emergency Purchase Authorization - Trane R 22)

TRANE Supply

QUOTATION

Trane U.S. Inc.
BUFFALO PARTS SUPPLY
2916 Walden Ave Ste 250
c/o Trane
Depew, NY 14043-2610
PH:
buffalo@tranesupply.com

Order Number	
18477187	
Order Date	Page
9/8/2022 15:11:49	1 of 1

Quote Expires On 10/8/2022

Prepared For:

TOWN OF AMHERST
RECREATION DEPARTMENT
1615 AMHERST MANOR DRIVE
WILLIAMSVILLE, NY 14221
USA

Ship To:

TOWN OF AMHERST
2916 Walden Ave Ste 250
c/o Trane
Depew, NY 14043-2610

Requested By: BRIAN BUSH, 7169989769

P21 ID: 1369160
Payment Terms: N30
National Account ID:

Internal Account: 4123687
Customer No: 655902

PO Number	*Ship Route*	*Quoted By:*
		Peter Murphy

Unit Info: Make / Model / Serial

Quantities					*Item ID*	*Pricing UOM*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM Unit Size*	*Disp. Weight*	*Item Description*	*Unit Size*	*Store Pickup*	*HazMat*
Pickup Location-BUFFALO PARTS SUPPLY, 2916 Walden Ave Ste 250, c/o Trane, Depew, NY, 14043-2610								
33	0	33	EA		R22-30	EA	1,658.69	54,736.77
Non-Returnable			1.0	30.00	REFRIGERANT; FOR SHIPMENT TO TRANE LOCAT IONS ONLY; FOR DIRECT SHIP PLEASE USE R22-30DS	1.0	Y	N

Total Lines: *1*

SUB-TOTAL	54,736.77
NEW YORK TAX	0.00
ERIE TAX	0.00
QUOTE TOTAL	**54,736.77**
U.S. Dollars	

This is a quote, not an invoice. Prices quoted are valid for 30 days from the date issued unless otherwise indicated, with the exceptions of commodity and equipment pricing which are subject to change by Trane Supply without notice. Pricing for undelivered commodity and equipment orders older than 30 days are subject to change by Trane Supply to reflect current pricing at time of delivery. Tax is an estimate and is subject to changes in shipping address and applicable tax rates. Shipping and Handling charges will be applied if necessary at the time of the order. Quoted items are subject to availability and are not guaranteed to be in stock. Returned parts may be subject to restocking fees and special order parts may not be returnable.

All purchases are subject to Trane Parts and Supplies terms of sale, www.trane.com/PartsTermsOfSale

Attachment: Emergency Purchase Authorization R 22 (RES-2022-940 : Emergency Purchase Authorization - Trane R 22)

Pouli, Mary-Diana

From: Guzdek, Eric
Sent: Monday, September 12, 2022 10:43 AM
To: Pouli, Mary-Diana
Subject: FW: Trane U.S. Inc. - Quote# 18477187 R22 - Quote
Attachments: Qte18477187.pdf

Importance: High

Mary Diana,

As per our conversation please find the attached quote from Trane Supply. We do have an outstanding R-22 bid for approximately $66,000 that hasn't been awarded yet.

I believe that this necessitates an emergency because we are bringing Feature Rink back on line after the summer and we are having trouble with the system freezing both Rink #1 and Feature Rink (the mechanical system on the north end feeds both of these rinks). I need to move on this ASAP as we need skate-able ice by Saturday 9/19.

If we move forward with the emergency purchase we end up saving the Town of Amherst approximately $12,000.

Please let me know if you have any questions.

Thank you,

Eric

Eric W. Guzdek

Eric W. Guzdek, CIRM
Recreation Specialist
Town of Amherst Youth & Recreation Department
Northtown Center at Amherst – General Manager
1615 Amherst Manor Drive
Williamsville, NY 14221
Office: 716.631.7132 ext. 7512
Fax: 716.631.7562
Email: eguzdek@amherst.ny.us
Web: www.northtowncenteratamherst.com

From: Bush, Brian
Sent: Monday, September 12, 2022 10:28 AM
To: Guzdek, Eric <EGuzdek@amherst.ny.us>
Subject: Fwd: Trane U.S. Inc. - Quote# 18477187 R22 - Quote

---------- Forwarded message ----------
From: Peter Murphy <buffalo@tranesupply.com>
Date: Sep 8, 2022 4:41 PM
Subject: Trane U.S. Inc. - Quote# 18477187 R22 - Quote

Attachment: Emergency Purchase Authorization R 22 (RES-2022-940 : Emergency Purchase Authorization - Trane R 22)

To: "Bush, Brian" <bbush@amherst.ny.us>
Cc: pfmurphy@trane.com

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.

BRIAN BUSH
TOWN OF AMHERST

Brian
Attached is the current pricing. Let me know.
Thank you,
Peter

Peter Murphy
Trane U.S. Inc.
buffalo@tranesupply.com

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26427 **RESOLUTION 2022-941** **ADOPTED**

Performance Agreement (Colton) - CRS #3589

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Glenn Colton for a performance on October 1, 2022 at the Department's Harvest Fest, pending successful completion of the contract routing process.

9/19/2022
Consent

FINANCIAL IMPACT:

A 7142.4150: $425.00

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

PERFORMANCE AGREEMENT

Thank you for the booking
The following is a summary of the service
Glenn Colton will provide

Performer:	Glenn Colton
Type of Performance:	Musical Concert - Annual Harvest Fest
Location:	Bassett Park, Amherst Rec. Dept.
Date of Performance:	Saturday, October 1st, 2022
Show Time:	2:00 – 3:00 PM
Compensation:	$425.00 - Please have check payable to Glenn Colton the day of the show (if possible)

Cell/Text (716) 208-1436 **Email: glennlcolton@gmail.com**
205 Ashwood Lane, Orchard Park, NY 14127

No Other Agreement: Purchaser and Glenn each acknowledge that except a stated in this Performance Agreement, that there are no other agreements o understandings between them concerning the performance.

If the shows are outside, the performance area must be located no more tha 100 feet from a grounded, 3 pronged, building electrical outlet.
Glenn brings his own sound equipment.

Attachment: Glenn Colton Agreement - Amherst Rec. Dept, 10-1-22 (RES-2022-941 : Performance Agreement (Colton) - CRS #3589)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26428 **RESOLUTION 2022-942** **ADOPTED**

Evaluation Services - CRS #3590

Authorize the Supervisor to sign an agreement between the Town of Amherst (Youth & Recreation Department) and Catalyst Research LLC for evaluation services, pending successful completion of the contract routing process.

9/19/2022
Consent

FINANCIAL IMPACT:

A 7257.4110: up to $10,000.00

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

THIS AGREEMENT is entered into as of by and between Catalyst Research, LLC (the "Consultant") and Amherst Task Force for Healthy Community*Healthy Youth (the "Organization").

IN CONSIDERATION of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Term.** Subject to the provisions for termination hereinafter provided, the term of this Agreement shall begin on 10/1/2021 and shall terminate on 9/30/2022, or on completion of the stated work set forth in "Exhibit A," attached. The Organization may cancel the Agreement upon total payment of the compensation then due to the Consultant hereunder.

2. **Duties.** Consultant agrees to hold self available and to render at the request of the Organization from time to time Consultant's services to the Organization. Consultant shall render such services conscientiously and shall devote its reasonable efforts and abilities thereto during the Term in such manner as the Organization and the Consultant shall mutually agree. It being acknowledged that Consultant's services shall be on a non-exclusive basis and performed at such times as are convenient to Consultant and the Organization.

3. **Compensation.** Consultant shall receive as compensation for the performance of all services hereunder the maximum annual sum of ten thousand dollars ($10,000), billable at $125/hr. The Organization shall pay Consultant within thirty (30) days of receipt of Consultant's invoices for services. The Organization shall pay such compensation without deduction, including no deduction for federal income, social security or state income taxes.

4. **Independent Contractor.** It is expressly agreed that Consultant is acting as an independent contractor in performing its services hereunder. The Organization shall carry no workers' compensation insurance or any health or accident insurance to cover Consultant or any of its employees. The Organization shall not pay any contribution to social security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer/employee relationship. Consultant agrees to report and pay any contributions for taxes, unemployment insurance, social security and other benefits for itself and its employees.

5. **Assignment.** This Assignment is personal between the Organization and Consultant, and neither the Organization nor the Consultant may sell, assign, transfer or hypothecate any rights or interests created under this Assignment or delegate any of their duties without the prior written consent of the other, provided the Organization may assign this Agreement to an affiliated organization. Any such assignment or delegation by either party hereunder without written consent shall be void.

6. **Entire Agreement**. This Agreement contains the entire agreement of the parties. It may not be changed orally, but only in writing signed by the party against whom enforcement of any waiver, charge, modification, extension or discharge is sought.

7. **Governing Law.** The validity of this Agreement and the interpretation and performance of all its terms shall be governed by the substantive laws of the State of New York.

8. **Notices.** Any notices required or permitted to be given under the Agreement shall be sufficient if in writing and if sent by personal delivery or by certified mail, return receipt requested, to the party to whom notice should be given at the address set forth below:

Attachment: Catalyst (RES-2022-942 : Evaluation Services - CRS #3590)

Organization:
Town of Amherst
5583 Main Street
Williamsville, NY 14221

Consultant:
Meghan Guinnee
Owner
Catalyst Research
1714 Amherst Street
Buffalo, NY 14214

Notice shall be deemed effective upon receipt, if made by personal delivery, or upon deposit in the United States Mail.

ORGANIZATION: _____

Date: _____

Title: _____

Signature: _____

CONSULTANT: _____

Date: _____

Title: _____

Signature: _____

Attachment: Catalyst (RES-2022-942 : Evaluation Services - CRS #3590)

Exhibit A - Consulting Agreement Summary

A. NAME OF PROJECT:
DFC Program - External Evaluation

B. ORGANIZATION:
Amherst Task Force for Healthy Community*Healthy Youth

C. CONSULTANT:
Catalyst Research, LLC

D. PROJECT SUMMARY:
Catalyst Research will perform external evaluation services as described below.

E. SCOPE OF WORK TO BE PERFORMED:
****IMPORTANT NOTE** - The maximum annual budget for this contract is ten thousand dollars, billable at one hundred and twenty-five dollars per hour ($125/hr.). The 80 hours covered by this contract will be used to address the following items. When 80 hours of work have been completed by consultant, this contract will be complete.**

Primary Tasks

- Co-chair Evaluation Committee
- Assist in development, implementation, and analysis of a needs assessment to determine structural gaps in the functioning of the Coalition and formalize necessary subcommittees, recruitment processes, roles, and responsibilities.
- Assist in the development, implementation, and analysis of a community survey to gather data from adults (18 years of age and older) assessing knowledge and beliefs around underage drinking and awareness of the existence of the Social Host Ordinance in the Town of Amherst.
- Assist in engaging the Amherst Town Board and Amherst Police Department in the evaluation of the use of the existing Social Host Ordinance and offer support to help facilitate implementation.
- Assist in the development, implementation, and analysis of a community survey to gather data from adults (18 years of age and older) assessing knowledge and beliefs around marijuana use and awareness of the availability of medical marijuana and proposals to legalize marijuana in the state of New York.
- Other or substitute evaluation and reporting tasks, as agreed upon by the project director and Catalyst Research

F. COMPENSATION AND PAYMENT SCHEDULE:
The compensation for this project is a maximum of ten thousand dollars ($10,000), billable at $125/hr. An invoice for the previous month's work will be sent on the first of each month.

G. TERM OF CONTRACT:
Beginning 10/1/2021 and ending no later than 9/30/2022.

H. ADDITIONAL NOTES:

Attachment: Catalyst (RES-2022-942 : Evaluation Services - CRS #3590)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 26431 **RESOLUTION 2022-943** **ADOPTED**

Lease Agreement (O'Connell & Co) CRS #3591

Authorize the Supervisor to sign a lease agreement between the Town of Amherst and O'Connell & Company Productions, Inc. for space at 4110 Bailey Avenue, Amherst, NY 14226, pending successful completion of the contract routing process.

9/19/2022
Consent

FINANCIAL IMPACT:

-$1.00 annually (revenue) plus in-kind services

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease Agreement"), is made as of _____, 2022, between the Town of Amherst ("Town"), a municipal corporation organized and existing under and by virtue of the laws of the State of New York with offices and principal place of business located at 5583 Main Street; Williamsville, New York 14221, and O'Connell & Company Productions, Inc. ("Tenant"), a not-for-profit corporation organized and existing under and by virtue of the laws of the State of New York with offices and principal place of business located at 50 Charnwood Drive, Buffalo, New York 14215.

WHEREAS the Town intends to lease the buildings, grounds and the related parking lots owned by the Town, located at 4110 Bailey Avenue, Amherst, New York 14226, 67.73-1-10 (the "Premises");

WHEREAS, the Town has determined that the operation of the Performing Arts Theater would serve a public purpose and provide a public benefit to the residents of the Town; and

NOW AND THEREFORE, the Town and Tenant desire to enter into this Lease Agreement for the Premises, upon the following terms and conditions.

1) Leased Premises/Term: The Town has agreed to let, and hereby lets, and Tenant has agreed to lease the Premises, for an initial term of ten (10) years commencing on September 20, 2022 and ending on September 19, 2032. The term of this Lease Agreement may be extended for a period of ten (10) years, upon terms and conditions to be agreed upon by the parties hereto, including but not limited to negotiated rental payments. The Tenant shall notify the Town in writing ninety (90) days prior to September 19, 2032, of its desire to extend this Lease Agreement so that the parties may commence negotiations.

2) Use: Tenant may use the Premises only for operating and maintaining a Performing Arts Theatre and related purposes, organized and operated by Tenant. Tenant and its employees, agents, contractors, guests and invitees will use the Premises in a careful, safe and proper manner. Prior, to commencing use, Tenant shall apply for and take all steps necessary to obtain temporary and permanent Change of Occupancy permits. Tenant shall only be permitted to use the Premises in accordance with the permits granted. Tenant shall not have use of the balcony unless and until the guardrail is replaced consistent with building code. Tenant may also have use of the left side of Building A located at 500 Smith Road, Amherst, NY 14051, for the purposes of storage and constructing stage props, provided Tenant keeps the space clean and orderly. Tenant recognizes that it does not have exclusive use of the Premises. From time to time and upon notice to the Tenant, Town may use the Premises for town related business, including but not limited to hosting meetings, provided there is no conflict with performances previously scheduled by Tenant.

3) Lease Payments: During the term of this Lease Agreement, Tenant shall pay the Town rent ("Rent") in the aggregate amount of One and 00/100 Dollars ($1.00) per year due by November 1st of each calendar year. In addition, Tenant shall provide a neighborhood arts program available to residents of the Town. The Tenant shall

Attachment: O'Connell & Company (RES-2022-943 : Lease Agreement (O'Connell & Co) - CRS #3591)

also create and provide a speaker series available at no cost to residents of the Town. Tenant shall also provide to the Town Department of Youth and Recreation, 20 tickets per production, for the Town to distribute to youth senior, and/or underserved residents of the Town. The Tenant shall also collaborate with the Youth & Recreation Department and the Amherst Senior Center on a minimum of one community event/performance per quarter.

1) Payment for Expenses: Tenant shall at its sole cost and expense be responsible for all expenses normally incurred in the routine management, maintenance, and operation of the Premises. The facility, equipment and services for which Tenant shall be financially responsible shall include, but not be limited to: all maintenance associated with the Premises(except for those services which are the Town's responsibility pursuant to Section 6[b] of this Lease Agreement), snow clearing and removal from walks, driveways and parking lots, grass cutting and landscaping, charges for law enforcement officers or private security officers hired by or contracted for by Tenant; charges for providing appropriate trash receptacles and removal/emptying of said receptacles; cleaning; routine custodial and ground maintenance; charges for phone, internet, Wi-Fi and security system; HVAC preventative maintenance charges; and annual Ansul system inspection and maintenance charges. Utilities, including electrical, natural gas, water and sewer charges shall be the responsibility of the Town.

2) Assignment and Subletting: Tenant shall not, without the prior written consent of Town, have the right to assign this Lease Agreement, or sublet, or encumber the Leased Premises in whole or in part, or permit any other person or entity to occupy or use same. No attempted assignment or subletting, whether with the consent of Town, shall relieve the original Tenant from liability for payment of rent or other sums due hereunder, or from being bound by any of the terms, conditions, covenants and agreements of this Lease Agreement. Notwithstanding the foregoing, Tenant may host other performing arts groups at the premises from time to time, provided that Tenant shall supervise the hosted group's use and Tenant and the hosted group shall be bound by the terms, conditions, covenants and agreements of this Lease Agreement and provide insurance naming the Town of Amherst as an additional insured with the same limits and requirements provided in Section 10.

3) Maintenance:

   a. *Maintenance by Tenant.* Tenant shall, at its sole expense, be responsible for the routine management, maintenance, operation and repair of the Premises, including but not limited to snow and ice clearing and removal from walks, driveways and parking lots, grass cutting and landscaping, cleaning, providing appropriate trash receptacles and removal/emptying of said receptacles; routine custodial and ground maintenance; fire extinguisher inspections and maintenance; and annual Ansul system inspection and maintenance. Tenant shall be responsible for the HVAC quarterly preventative maintenance service. The Town will include the building on the Premises in the Town-wide HVAC service, and the costs will be billed directly to the Tenant from the contractor.

   b. *Maintenance by Town.* Unless caused by the misuse or negligence of Tenant, its officers, agents, employees, invitees, and/or customers, the Town will be responsible for providing structural repairs to the roof, foundation and exterior walls of the building, as needed in its reasonable judgment. In the instance that any portion of the Premises be damaged, through the fault and neglect of

Attachment: O'Connell & Company (RES-2022-943 : Lease Agreement (O'Connell & Co) - CRS #3591)

Tenant, its officers, agents, employees, invitees, and/or customers, then Tenant agrees to promptly and properly repair the same at Tenant's expense and hold the Town harmless from all loss, cost, or damage resulting from the same. Town shall make all repairs required to those components of the heating, ventilating and air-conditioning ("HVAC"), plumbing, water, electrical, and sprinkler (if any) systems which are located within the Premises or serve the Premises exclusively. Town shall be responsible for maintenance of the fire alarm and carbon monoxide detectors

4) Abatement of Nuisance/Waste: Tenant agrees that it will not, during the term of this Lease Agreement, commit waste or suffer or create a nuisance on or about the Premises, as determined by a reasonable person. Regularly scheduled events that follow Town of Amherst ordinances shall not be construed as a nuisance. Further, Tenant and its officers, agents and employees shall make reasonable efforts to restrain persons not affiliated with Tenant, from committing any waste or damages upon the Premises utilized by Tenant. In the event the Town's property is damaged or destroyed as a result of abuse under this Lease Agreement, Tenant shall immediately reimburse the Town for such cost as shall be incurred in repairing said damages and restoring the property to its condition prior to said use and damage.

5) Supervision of Use: Whenever Tenant shall use the Premises, Tenant shall assure that all activities conducted therein are supervised by responsible adults who shall be familiar with the program of Tenant and the arrangements which have been made by Tenant and the Town for the use of the Premises.

6) Alterations by the Tenant:. Except for normal decorations and which do not damage the Premises (whether upon their installation, removal or otherwise), Tenant shall make no alterations, additions or improvements (collectively, "Alterations") in or to the Premises without Town's prior written consent. Town shall not unreasonably withhold its consent to any Alteration (a) which would not affect the structural integrity of the building and (b) which would not decrease the value of the Premises or make the Premises materially more difficult to rent or the property more difficult to sell. In the event that Town consents to any Alterations they shall be made at Tenant's sole expense, and Tenant shall, before making any such Alterations, obtain all permits, approvals and certificates required by any governmental body or agency, and certificates of final approval thereof, and shall deliver promptly duplicates of all such permits, approvals and certificates to Town. Tenant agrees to carry, or to cause its contractor and subcontractors to carry, such workers' compensation, general liability, excess/umbrella, personal and property damage insurance as Town may require. Tenant shall compensate Town for Town's reasonable out-of-pocket expenses in reviewing any plans and/or specifications for any proposed Alteration, whether or not Town consents to the making of same.

It is agreed upon by the parties that the Tenant may, at its sole cost, install a temporary stage, stage curtain and window treatments, all of which must meet building and fire codes. Tenant may, at its sole cost, paint interior walls of the Premises, provided it does not paint any existing wood materials such as ceilings, beams or trim, glass, brick or other masonry. Tenant shall install and maintain, at its sole cost and expense, a security system in the Premises.

Attachment: O'Connell & Company (RES-2022-943 : Lease Agreement (O'Connell & Co) - CRS #3591)

7) Alterations by the Town: The Town shall procure and install fire extinguishers and carbon monoxide detectors as required by code. The Town shall assist with the design of the balcony guardrail replacement, stage height adjustment, new egress door and the Change of Occupancy paperwork. The Town may consider paying for the installation costs of the guardrail replacement, stage height leveling, new egress door and related appurtenances, but is not obligated to pay for such costs.

8) Non-Liability for Loss: This Lease Agreement is made upon the express condition that the Town shall be free from any and all liability and claim for damages because of any injury to persons or property, including death, resulting from or associated with the use and maintenance of the Premises by Tenant. Tenant hereby assumes all risk of damage to persons and property in or upon the Premises, from any cause or source whatsoever connected to the use by the Tenant, and to this extent Tenant hereby waives all claims against the Town for damages to persons or property in or about said Premises.

9) Indemnification: To the fullest extent permitted by law, Tenant shall hold the Town harmless from, and indemnify the Town against, any and all claims, demands, causes of actions, suits, damages, counsel fees, and/or all other reasonable cost and expenses associated with the defense of the Town, including cost of investigation rising out of, or incurred in, defense of any claim, proceeding, or action brought for personal injury, advertising injury, wrongful death, and/or property damage arising out of Tenant's use or maintenance of the Premises. Tenant shall further save and hold harmless the Town from, and indemnify the Town against, any and all orders, judgments, and decrees which may be entered into in any suit and/or action related to such injuries arising out of Tenant's use or maintenance of the Premises.

10) Insurance. During the term of this Lease Agreement, Tenant shall maintain a policy of commercial general liability insurance as well as an excess/umbrella policy insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury, arising out of the operation, use or occupancy of the Premises. Tenant shall name the Town as an additional insured under such policy. The amount of such insurance shall be not less than Two Million Dollars ($2,000,000.00) per occurrence and insurance with the excess/umbrella policy having a limit of not less than Five Million Dollars ($5,000,000). Tenant shall furnish adequate proof of the existence of the above insurance policies to the Town prior to its use of the Premises 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 and further name the Town as a certificate holder. Tenant shall further assure that the policies shall not be cancelled, reduced in the amount of coverage, surrendered or allowed to expire without the Landlord being provided with thirty (30) days prior written notice.

11) Accident. Any and all accidents occurring at the Premises shall be reported to the Town Attorney's Office as soon as possible and in no event later than twenty-four (24) hours after Tenant is notified of the same. In any event, a detailed, written accident report must be prepared and transmitted to the Town Attorney no later than three (3) days of Tenant's notice of the incident underlying the accident.

12) Intoxicating Beverages, Smoking, Vaping and Drugs: Tenant shall not use, or permit to be used, in connection with its use of the Premises, the smoking of cigarettes and/or cigars, and/or the use of e-cigarettes, vaping. The use of alcohol shall be

Attachment: O'Connell & Company (RES-2022-943 : Lease Agreement (O'Connell & Co) - CRS #3591)

permitted provided Tenant complies with all laws, rules and regulations related to such use. A copy of all alcohol permits/liquor licenses must be provided to the Executive Director of the Youth & Recreation Department and must be kept current at all times.

13) Notices: All notices to be given under this Lease Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier and addressed to the party to whom that such notice is given.

Notice to Tenant shall be given to:

Mary Kate O'Connell - Executive Artistic Director
4110 Bailey Ave.
Amherst, NY 14226

Notice shall be given to the Town at the following address:

Town Attorney
5583 Main Street
Williamsville, New York 14221

Town Supervisor
5583 Main Street
Williamsville, New York 14221

Town of Amherst
Department of Youth and Recreation
1615 Amherst Manor Drive
Williamsville, New York 14221

14) Casualty: If all or any part of the Premises is destroyed by fire or other casualty, or is otherwise rendered unusable, due to the acts, errors or negligence of the Tenant, the Tenant will restore the Premises to as near its previous condition as is reasonably practicable. The Town agrees to proceed in good faith and with reasonable diligence in connection with any casualty restoration.

15) Default and Termination:

a. The Town shall have the right to terminate this Lease Agreement at any time after one hundred and twenty (120) days prior written notice to Tenant specifying such Event of Default (as hereinafter defined) and Tenant's failure to cure an Event of Default. This Lease Agreement may be terminated by Town or Tenant for any reason upon twelve (12) months prior written notice to the other party.

b. The occurrence of any of the following events shall constitute an "Event of Default" by Tenant and a breach of this Lease Agreement:

i. Failure of Tenant to pay Rent or any other charge or sum to be paid to the Town by Tenant within ten (10) days following receipt of written notice from the Town.

Attachment: O'Connell & Company (RES-2022-943 : Lease Agreement (O'Connell & Co) - CRS #3591)

ii. Failure by Tenant to comply with any of the rules, regulations, agreements, covenants, terms and conditions contained or referred to herein (other than the failure to pay Rent and other sums of money) for a period of thirty (30) days after receipt of written notice of the default, except that if the default is of such a nature that it cannot reasonably be cured within such thirty (30) day period, then Tenant shall be afforded such additional time as is reasonable to complete such cure, provided that Tenant has commenced to cure and is diligently pursuing to cure such default.

16) Waiver: The waiver by the Town or Tenant of any breach of any term, covenant, condition, provision or requirement herein contained shall not be deemed to be a waiver of any other term, covenant, condition, provision, or requirement, or of any subsequent breach of the same or any other term, covenant, condition, provision, or requirement herein contained.

17) Parking Lots: Tenant and its invitees may use any of the parking lots located at the Premises in connection with the use of the Premises. Tenant agrees to keep the parking lots free of snow and ice as well as debris and trash. Town shall be responsible at its sole cost and expense for maintenance of any lighting in the parking lots and all repairs of the parking lot surface and related appurtenances.

18) Fire Safety: Tenant shall take all steps necessary to provide the adequate fire safety of the Premises including but not limited to ensuring that: smoke detectors and carbon monoxide detectors are not covered or tampered with; fire alarm pull boxes are not covered or inaccessible; that illuminated fire exit signs are visible at all times and in good working order.

19) Signage. Tenant shall have the right at its sole cost to install or affix, or permit the installation of affixation of a sign, temporary or permanent, to the interior or exterior of Premises, upon receiving prior written approval from the Town, with the understanding that said approval is not to be unreasonably withheld or delayed. Tenant shall obtain all governmental permits, licenses, and approvals necessary to erect such signs, and shall maintain such signs in good condition and repair at its sole cost and expense.

20) Laws, Rules and Regulations. Tenant shall at its own cost and expense promptly observe and comply with all laws, ordinances, requirements, orders, directives, rules and regulations of the federal, state, county, municipal or town governments and of all governmental authorities affecting its occupancy of and conduct of its business at the Leased Premises, whether the same are in force at the commencement of the term of this Lease Agreement or may be in the future passed, enacted or directed. Tenant and its invitees shall comply with all laws, rules and regulations promulgated by the Town with respect to the use of the Premises.

21) Miscellaneous: This Lease Agreement shall be governed by and construed in accordance with the laws of the State of New York. If any term of this Lease Agreement or any application thereof is adjudged invalid or unenforceable, the remainder of this Lease Agreement and any other application thereof shall not be affected but shall remain in effect. This Lease constitutes the entire agreement between the parties concerning the matters set forth herein, and any prior or

Attachment: O'Connell & Company (RES-2022-943 : Lease Agreement (O'Connell & Co) - CRS #3591)

contemporaneous agreement or understanding shall have no effect. This Lease Agreement shall not be modified or amended except by a writing signed by the party against whom enforcement of the modification or amendment is sought. This Lease Agreement shall bind and inure to the benefit of the Parties and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the date first written above.

O'CONNELL & COMPANY PRODUCTIONS, INC.

By: Sara Goldhawk
Name: Sara Goldhawk
Title: Board chair

Dated: 9/13/22

TOWN OF AMHERST

By:_____
Brian J. Kulpa, Supervisor
Town of Amherst

Dated:_____

Attachment: O'Connell & Company (RES-2022-943 : Lease Agreement (O'Connell & Co) - CRS #3591)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Planning
DOC ID: 26416

COMMUNICATION 2022-101 **APPROVED**

Request a Public Hearing for the FY 2023 Annual Action Plan on October 17, 2022

The FY 2023 program year for the Town's Community Development Programming will begin on April 1, 2023. This funding cycle includes both the Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant applications to the U.S. Department of Housing & Urban Development (HUD). The Annual Action Plan is a listing of projects to be funded in the 2023 applications.

As part of the process of developing the Action Plan, the Town is required to hold a public hearing prior to the assembly of a draft budget to advise residents of the availability of funds, outline how funds are currently being used and obtain suggestions for programming. Staff requests that this hearing be held at the Town Board meeting of October 17, 2022. A second public hearing must be held in January 2023, after draft documents have been prepared. The final documents must be submitted to HUD by February 15, 2023. A proposed schedule for the application process is attached for your reference.

Please set a public hearing date of October 17, 2022 for soliciting input on housing and community development needs in the Town. Thank you for your assistance with this matter.

9/19/2022
Consent

RESULT:	**APPROVED [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,
Planning Direct
Daniel J. Ulatowski
Assistant Planning I

September 12, 2022

Agenda of September 19, 2022

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

Subject: Set 1st Public Hearing for FY 2023 Action Plan (Community Development Program)

Honorable Board Members:

The FY 2023 program year for the Town's Community Development Programming will begin on April 1, 2023. This funding cycle includes both the Community Development Block Grant (CDBG) and the HOME Investment Partnership Grant applications to the U.S. Department of Housing & Urban Development (HUD). The Annual Action Plan is a listing of projects to be funded in the 2023 applications.

As part of the process of developing the Action Plan, the Town is required to hold a public hearing prior to the assembly of a draft budget to advise residents of the availability of funds, outline how funds are currently being used and obtain suggestions for programming. Staff requests that this hearing be held at the Town Board meeting of October 17, 2022. A second public hearing must be held in January 2023, after draft documents have been prepared. The final documents must be submitted to HUD by February 15, 2023. A proposed schedule for the application process is attached for your reference.

Please set a public hearing date of October 17, 2022 for soliciting input on housing and community development needs in the Town. Thank you for your assistance with this matter.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Att.
X:\Community Development\New Structure\ANNUAL PLAN\Data 2023\Set 1st Public Hearing TB ltr & Resolution_9.19.22.docx

Attachment: tb letter-09122022132136 (COM-2022-101 : Request a Public Hearing for the FY 2023 Annual Action Plan on October 17, 2022)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Clerk
DOC ID: 26422

COMMUNICATION 2022-102 **REFERRED**

CIP Project - Pedestrian Beacon Installations - Resident Communication

Resident communication regarding pedestrian beacon installations at various locations.

9/19/2022
Referred to Town Attorney, Highway, Planning, Engineering and Traffic & Safety.

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

MATT SWERDLIN
138 Promenade Ln. • Williamsville, NY 14221 •

September 9, 2022

Ms. Francina J. Spoth
Amherst Town Clerk
5583 Main St.
Williamsville, NY 14221

Re: Capital Improvement Program (CIP) Project
Pedestrian Beacon Installation at Various Locations

Dear Ms. Spoth,

I write this letter in support of a pedestrian beacon installation at the intersection of Youngs and Renaissance Roads. I cross Youngs Road to get to and from the path into Bassett Park several times per week on foot and on my bicycle. Sometimes my children, ages 5 and 7 years, accompany me on their bicycles. There are times our final destination is Bassett Park itself, but we also use that route to reach the shopping center where Dash's is located. I also look forward to the time where my children can go on longer adventures on their bicycles with me to the Ellicott Creek Trailway and other destinations in that direction, including UB and Ellicott Creek Park.

I often see other pedestrians crossing Youngs Road also, including many retirement age individuals walking from what appears to be Canterbury Woods. I often have to wait what seems to be a long time for a break in traffic to cross safely. When I do cross the street, I run as quickly as I can due to the speed vehicles are often moving on that stretch of road. I often observe vehicles traveling what I estimate to be in excess of 50 and even 60 miles per hour on Youngs Road, both while walking and driving.

A pedestrian beacon at that location would benefit both pedestrians and drivers. The benefits to pedestrians include increased visibility, decreased risk of accident, and eliminating the need to walk or bicycle approximately ¼ mile in each direction to the traffic light at Klein and Youngs Roads to cross safely. In an ideal world, perhaps more students would consider walking to Maple East Elementary School if there were a safe place to cross Youngs Road. Drivers will benefit by being able to see an already-established road crossing earlier and have visual warnings when pedestrians or bicyclists are attempting or waiting to cross.

I hope the town approves this project and look forward to hearing back at your convenience. Thank you so much for your consideration.

Sincerely,

Matt Swerdlin

'22 SEP 12 PM3:19

Attachment: DOC091322-09132022084318 (COM-2022-102 : CIP Project - Pedestrian Beacon Installations - Resident Letter)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Clerk
DOC ID: 26414

COMMUNICATION 2022-103 **REFERRED**

Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.

9/19/2022
Referred to Town Attorney.

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

15.3.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

TERRENCE R. BALDWIN,
[redacted]

Plaintiff,

vs.

TOWN OF AMHERST,
5583 Main Street
Williamsville, New York 14221,

TOWN OF AMHERST POLICE DEPARTMENT,
500 John James Audubon Parkway
Amherst, New York 14228,

JOHN DOE TOWN OF AMHERST
POLICE OFFICER,
500 John James Audubon Parkway
Amherst, New York 14228,

JAQUAN HUNT,
[redacted]

DEBRA BRILLHART,
[redacted]

Defendants.

SUMMONS

INDEX NUMBER:

PLAINTIFF DESIGNATES ERIE COUNTY AS THE PLACE OF TRIAL

THE BASIS OF VENUE IS PLAINTIFF'S RESIDENCE

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 a Summons, to serve a Notice of Appearance on the plaintiff's attorney within **twenty (20) days** after the service of this Summons, exclusive of the date 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
June 8, 2022

GIBSON, McASKILL & CROSBY, LLP
By: /s/ Charles S. Desmond, II
Charles S. Desmond, II, Esq.
Attorneys for Plaintiff
69 Delaware Avenue, Suite 900
Buffalo, New York 14202
Telephone: (716) 856-4200

'22 SEP 12 AM10:50

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

15.3.a

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

TERRENCE R. BALDWIN,
[redacted]

Plaintiff,

vs.

TOWN OF AMHERST,
5583 Main Street
Williamsville, New York 14221,

TOWN OF AMHERST POLICE DEPARTMENT,
500 John James Audubon Parkway
Amherst, New York 14228,

JOHN DOE TOWN OF AMHERST
POLICE OFFICER,
500 John James Audubon Parkway
Amherst, New York 14228,

JAQUAN HUNT,
[redacted]

DEBRA BRILLHART,
[redacted]

Defendants.

COMPLAINT

Index Number:

The plaintiff, TERRENCE R. BALDWIN, by his attorneys, GIBSON, McASKILL & CROSBY, LLP, for his causes of action against the defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT, JOHN DOE TOWN OF AMHERST POLICE OFFICER, JAQUAN HUNT and DEBRA BRILLHART, herein alleges upon information and belief:

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

15.3.a

1. That at all times hereinafter mentioned the plaintiff, TERREBCE R. BALDWIN, was and still is a resident of the Coun[redacted]

2. That upon information and belief and at all times hereinafter mentioned, the defendant, TOWN OF AMHERST (hereinafter referred to as "AMHERST"). was and still is a municipal corporation organized under and by virtue of the laws of the State of New York with offices for the transaction of business located at 5583 Main Street, Williamsville, County of Erie and State of New York and is authorized by law to maintain a police force and department, which acts as its agent in the area of law enforcement and corrections and for which it is ultimately responsible.

3. That upon information and belief and at all times hereinafter mentioned, the Defendant, TOWN OF AMHERST POLICE DEPARTMENT (hereinafter referred to as "APD"), was and still is a police agency organized under and by virtue of the laws of the State of New York with headquarters located at 500 John James Audubon Parkway, Amherst, County of Erie and State of New York, and was and still is a department and/or subdivision subject to the control of the defendant, AMHERST.

4. That upon information and belief and at all times hereinafter mentioned, the defendant, JOHN DOE TOWN OF AMHERST POLICE OFFICER (hereinafter referred to as "AMHERST POLICE OFFICER"), was a resident of the County of Erie and State of New York.

5. That upon information and belief and at all times hereinafter mentioned, the defendant, JAQUAN HUNT (hereinafter referred to as "HUNT"), was a resident of the [redacted]

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

15.3.a

6. That upon information and belief and at all times hereinafter mentioned, the defendant, DEBRA BRILLHART (hereinafter referred to as "BRILLHART"), was a resident of the County of [redacted]

7. That upon information and belief, on or about the 9th day of March, 2021, and for some time prior to March 9, 2021, the defendant, AMHERST, its departments and/or divisions thereof, was the titled and registered owner of a certain Amherst Police patrol vehicle bearing a New York State license plate and identified at patrol vehicle number "22."

8. That upon information and belief and at all times hereinafter mentioned and on or about the 9th day of March, 2021, at approximately 11:02 p.m., the defendant, AMHERST POLICE OFFICER, was operating the aforementioned Amherst Police patrol vehicle owned by and registered to the defendant, AMHERST, its departments and/or divisions thereof, on Bailey Avenue in the southbound direction, at or near its intersection with Minnesota Street, in the City of Buffalo, County of Erie, State of New York.

9. That upon information and belief and at the time and place aforementioned the defendant, AMHERST POLICE OFFICER, was operating the aforementioned Amherst Police patrol vehicle owned by and registered to the defendant, AMHERST, its departments and/or divisions thereof, with its permission and consent, express and/or implied.

10. That upon information and belief and at the time and place aforementioned, the defendant, AMHERST POLICE OFFICER, was a police officer, agent, servant, employee, appointee, designee, and/or other similarly designated individual of the defendant, APD, and/or the defendant, AMHERST.

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

15.3.a

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

11. That upon information and belief and at the time and place aforementioned, the defendant, AMHERST POLICE OFFICER, was operating the aforesaid motor vehicle owned by and registered to the defendant, AMHERST, its departments and/or divisions thereof, while in the course and scope of his employment with the defendant, APD, and/or the defendant, AMHERST, its departments and/or divisions, and within the scope of his authority.

12. That at all times hereinafter mentioned and on the 9th day of March, 2021, at approximately 11:02 p.m., the plaintiff was lawfully operating his vehicle, at or near the intersection of Bailey Avenue and Minnesota Avenue, in the City of Buffalo, County of Erie and State of New York.

13. That upon information and belief, on or about March 9, 2021, and for some time prior to the 9th day of March, 2021 the defendant, BRILLHART, was the titled and registered owner of a certain 2019 Lincoln motor vehicle bearing New York State license plate number GYZS73.

14. That upon information and belief and at all times hereinafter mentioned on or about the 9th day of March, 2021, the defendant, HUNT, was operating the aforementioned 2019 Lincoln motor vehicle owned by and registered to the defendant, BRILLHART.

15. That upon information and belief and at the time and place aforementioned, the defendant, HUNT, was operating the aforementioned motor vehicle titled and registered to defendant, BRILLHART, bearing New York State license plate GYZS73, with defendant, BRILLHART'S, consent and permission, express and/or implied.

16. That upon information and belief and at all times hereinafter mentioned and on or about the 9th day of March, 2021, at approximately 11:02 pm, the defendant, AMHERST POLICE OFFICER, was operating the aforementioned Amherst Police patrol vehicle owned by and registered

15.3.a

to the defendant, AMHERST, its departments and/or divisions thereof, at a high rate of speed in a southbound direction on Bailey Avenue, at or near its intersection with Minnesota Avenue, in the City of Buffalo, County of Erie and State of New York, while engaged in an unreasonable and reckless high speed chase.

17. That upon information and belief, on or about the 9th day of March, 2021, the defendant, AMHERST POLICE OFFICER, did engage in an unreasonable and reckless high speed chase while operating the aforementioned Amherst Police patrol vehicle owned by and registered to the defendant, AMHERST, its departments and/or divisions thereof, for an extended period of time, while with the course and scope of his employment with defendant, APD.

18. That upon information and belief, on or about the 9th day of March, 2021, the defendant, AMHERST POLICE OFFICER, while operating the aforementioned Amherst Police patrol vehicle owned by and registered to the defendant, AMHERST, its departments and/or divisions thereof, did engage in an unlawful, unreasonable and reckless high speed chase with the aforementioned 2019 Lincoln motor vehicle owned by and registered to the defendant, BRILLHART, and operated by defendant, HUNT.

19. That upon information and belief, on or about the 9th day of March, 2021, at approximately 11:02 p.m. while defendant, AMHERST POLICE OFFICER, was unlawfully engaged in an unreasonable and reckless high speed chase with the aforementioned 2019 Lincoln motor vehicle owned by and registered to the defendant, BRILLHART, and being operated by defendant, HUNT, in the southbound direction on Bailey Avenue, at or near its intersection with Minnesota Avenue, the 2019 Lincoln motor vehicle was caused to come into collision with and strike the motor vehicle being lawfully operated by Plaintiff.

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

Packet Pg. 412

15.3.a

20. That upon information and belief the defendants. AMHERST, APD and AMHERST POLICE OFFICER were negligent, careless, reckless, willful and wanton in operating the aforementioned patrol vehicle at an excessive rate of speed; in operating said patrol vehicle at an excessive rate of speed in view of the conditions and circumstances present at the time and place aforementioned; in failing to keep said patrol vehicle under control at all times; in failing to keep a sufficient and proper lookout; in failing to perceive, recognize, mitigate and eliminate the unacceptably high risk and likelihood of harm and danger presented by engaging in a high speed chase for an extended period of time; in failing to use reasonable care in controlling the operation and direction of said patrol vehicle; in engaging an illegal, unlawful and unsafe high speed chase; in failing to obey the traffic control devices, signs and/or pavement markings provided for motor vehicle traffic at or near the scene of this collision; in failing to yield the right of way; in failing to observe motor vehicle traffic prior to engaging in a high speed chase; in engaging in a high speed chases said Defendants knew or should have known that it was unsafe to do so; in failing to end and/or cease the chases when directed to do so; in engaging in a high speed chase without properly and adequately warning other motorists traveling on the public highway of the approach of the vehicles; in failing to observe the motor vehicle owned and operated by Plaintiff in the manner and condition as it then and there existed at the time this collision occurred: in failing to take any evasive action in the operation and direction of said patrol vehicle to avoid the eventual collision between the 2019 Lincoln motor vehicle and the motor vehicle being operated by Plaintiff; in failing to provide the Plaintiff with any warning of the approach of said patrol vehicle and the proximity of same to that of Plaintiff's motor vehicle; in failing to make necessary observations, to take proper precautions, and/or to give adequate warnings to the Plaintiff and those similarly situated; in failing

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

Packet Pg. 413

15.3.a

to take necessary precautions and/or actions to avoid the collision between the 2019 Lincoln motor vehicle and the motor vehicle being operated by Plaintiff; in failing to yield the right of way to Plaintiff; in failing to observe pedestrians in front of said patrol vehicle; in failing to provide the Plaintiff and those similarly situated with any warning of the approach of said patrol vehicle and the proximity of same to that of the Plaintiff; in failing to make necessary observations, to take proper precautions, and/or to give adequate warnings to the Plaintiff; in failing to properly and adequately maintain said patrol vehicle while driving the same upon the highways of the State of New York; in failing to take necessary precautions and/or actions to avoid collision with the Plaintiff; in maintaining and operating said motor vehicle while the same was defective, unsafe, unfit, in a state of disrepair, and/or lacking the proper, necessary and lawfully required equipment for the safe operation and use of motor vehicles upon the roadways of the State of New York; in operating said patrol vehicle in such a manner that it unreasonably interfered with the free and proper use of the public highway or unreasonably endangered users of the public highway; in operating said patrol vehicle recklessly and in gross disregard for the safety and welfare of other users of the public highway; in failing to perceive the substantial and unjustifiable risks associated with the aforesaid negligence thereby constituting deviation from the standard of care that a reasonable police officer would have observed under the same or similar circumstances; in operating said patrol vehicle in violation of the Vehicle & Traffic Laws of the State of New York; in violating New York State Vehicle & Traffic Law section 1104; in engaging in and/or failing to cease a high speed chase as was necessary for the safe operation of the subject patrol vehicle; in exceeding the maximum speed limit when it was reasonably foreseeable doing so would endanger life or property; in failing to operate the subject patrol vehicle with audible signals engaged and sounded by bell, horn, siren, electronic

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

Packet Pg. 414

15.3.a

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

device or exhaust whistle as was reasonably necessary under the circumstances then and there existing; in failing to operate the subject patrol vehicle with due regard for the safety of others including the plaintiff and others similarly situated; in operating the subject patrol vehicle in reckless disregard for the safety of others including the plaintiff and those similarly situated; in failing to use due care in the operation of the subject patrol vehicle; in failing to engage the emergency lights and/or siren on the subject patrol vehicle while engaged in the response being performed at the time of the subject collision; in negligently and recklessly failing to exercise due regard for the safety of the plaintiff and those similarly situated; in failing to operate the subject patrol vehicle cautiously, at a reasonable and prudent speed, and while maintaining control of said vehicle at all times; in failing to engage the emergency lights and/or sirens on the subject patrol vehicle while performing an emergency response; in failing to engage the emergency lights and/or siren on the subject patrol vehicle while proceeding at a high speed in the southbound direction on Bailey Avenue; in traveling in the southbound direction on Bailey Avenue at an excessive rate of speed in excess of the maximum speed limit without emergency lights and/or siren engaged on the subject patrol vehicle in reckless disregard for the safety of the plaintiff and others similarly situated; in engaging in a high speed chase and/or failing to cease a high speed chase thereby constituting intentional conduct and actions of an unreasonable nature done in disregard of a known or obvious risk that was so great as to make it highly probable that harm to the plaintiff and others similarly situated would follow; in engaging in a high speed chase and/or failing to cease a high speed chase with conscious indifference to the outcome, including said Defendant's own safety and the safety of the plaintiff and others similarly situated; in operating the subject patrol vehicle recklessly in exercising the privilege granted by New York State Vehicle and Traffic Law section 1104 thereby resulting in the injuries

15.3.a

sustained by the plaintiff; in operating the subject patrol vehicle outside of and beyond the scope of the privilege granted under NYS Vehicle and Traffic Law section 1104; in operating the subject patrol vehicle in a manner not privileged by NYS Vehicle and Traffic Law section 1104 and/or alternatively operating said patrol vehicle within one or more of the four categories of privileged conduct prescribed under NYS Vehicle and Traffic Law section 1104 without due regard for the safety of others and in reckless disregard for the safety of others including the plaintiff and those similarly situated; in operating the subject patrol vehicle in violation of the Town of Amherst Police Department Manual of Policies and Procedures regarding the operation of patrol vehicles including emergency operations; in failing to exercise proper care, supervision, instruction, control and guidance of said Defendants, their police officers, agents, servants and/or employees in the course and scope of their employment; in negligently employing, engaging, hiring, directing, controlling and/or supervising police officers, agents, servants and/or employees who lacked the requisite knowledge, experience, training, instruction, skill and ability to adequately, properly and safely maintain and operate the aforementioned patrol vehicle upon the highways, thereby creating an inherently dangerous and hazardous condition; and were otherwise negligent, reckless, careless, willful and wanton in said collision and the resulting injuries to the plaintiff as hereinafter alleged.

Additionally, pursuant to the relevant sections of the New York State Vehicle and Traffic Laws, defendant, AMHERST, as the owner of the patrol vehicle being operated by defendant, AMHERST POLICE OFFICER, is vicariously liable for any and all acts of negligence, carelessness and recklessness committed by defendant, AMHERST POLICE OFFICER, in his use and operation of said vehicle.

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

15.3.a

Further, pursuant to the relevant sections of the New York State Vehicle and Traffic Laws, defendant, APD, as the employer of defendant, AMHERST POLICE OFFICER, is vicariously liable for any and all acts of negligence, carelessness and recklessness committed by defendant, AMHERST POLICE OFFICER, during the course and scope of his employment.

21. That as a result of the negligence, recklessness and carelessness of the defendants, the plaintiff was injured externally, internally and permanently in and about the head, body, limbs and nervous system so that he became and will continue to be disabled and will continue to suffer pain, discomfort, disfigurement, and distress. That by reason of the aforesaid injuries the plaintiff required the services of physicians, surgeons, nurses, hospitals, therapy, manipulations and medicines and will continue to incur such expenses in the future; that as a result of the aforesaid injuries and resulting permanent disabilities, the plaintiff was incapacitated from his educational pursuits, profession and/or employment, and will continue to be incapacitated from his educational pursuits, profession and/or employment in the future; and as a result of the aforesaid injuries and permanent disabilities, the future earning capacity, profession, livelihood and social and personal endeavors, hobbies and activities of the plaintiff will be partially and/or permanently impaired; and as a result of all of the aforesaid, the plaintiff has otherwise been damaged in a sum which exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction and as may be awarded by the trier of facts herein.

22. That if it be determined that all or any part of the within action is subject to the provisions of Section 5104(a) of the Insurance Law of the State of New York, then and in that event, the plaintiff has sustained a serious injury as defined in Section 5102(d) of the Insurance Law of the

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

15.3.a

State of New York and has sustained economic loss greater than basic economic loss, as defined in Section 5102(a) of the Insurance Law of the State of New York.

23. That the limitations on joint and several liability established under Article 16 of the Civil Practice Laws and Rules of the State of New York do not apply herein on the grounds that the exception enumerated under CPLR Sections 1602(6) and (7) are applicable to the plaintiff's claims in the within action.

AS AND FOR PLAINTIFF'S SECOND CAUSE OF ACTION AGAINST DEFENDANTS, BRILLHART AND HUNT, PLAINTIFF HEREIN ALLEGES

24. Plaintiff repeats and realleges paragraphs "1" through "23" of this Complaint as if more fully set forth herein.

25. Defendants, BRILLHART and HUNT, were negligent, careless and reckless in operating aforementioned 2019 Lincoln motor vehicle at an unreasonable and excessive rate of speed; in operating said motor vehicle at an excessive rate of speed in view of the conditions and circumstances present at the time and place aforementioned; in engaging in a high speed chase for an extended period of time; in failing to keep said motor vehicle under control at all times; in failing to keep a sufficient and proper lookout; in failing to yield the right of way; in failing to use reasonable care in controlling the operation and direction of said motor vehicle; in failing to obey the traffic control devices, signs and/or pavement markings provided for motor vehicle traffic at or near the scene of this accident; in failing to keep a proper lookout; in failing to take evasive action in the operation and direction of said motor vehicle to avoid said collision with the vehicle the plaintiff was operating; in failing to provide the plaintiff and those similarly situated with any warning of the

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

15.3.a

approach of said motor vehicle and its proximity to the motor vehicle being operated by plaintiff; in entering into the aforesaid intersection when said defendants knew or should have known by the exercise of reasonable care that it was unsafe to do so; in entering the subject intersection after disregarding and failing to stop at a red traffic signal located there for motorists traveling in the same direction as that of said defendants' motor vehicle at the time of the happening of the within collision; in failing to make the necessary observations, to take proper precautions and to give adequate warnings to the plaintiff and those similarly situated; in crossing over the centerline and unlawfully entering the plaintiff's lane of travel; in driving in an unsafe and imprudent manner in light of the conditions and circumstances present at the time and place aforementioned; in failing to properly and adequately maintain said motor vehicle while driving the same upon the highways of the State of New York; in maintaining and operating said motor vehicle while the same was defective, unsafe, unfit, in a state of disrepair and/or lacking the proper, necessary and lawfully required equipment for the safe operation and use of motor vehicles upon the roadways of the State of New York; and were otherwise negligent, reckless and careless in said collision and the resulting injuries to the plaintiff as hereinafter alleged.

Further, pursuant to the relevant sections of the New York State Vehicle and Traffic Laws, defendant, BRILLHART, as the owner of the 2019 Lincoln motor vehicle being operated by defendant, HUNT, is vicariously liable for any and all acts of negligence, carelessness and recklessness committed by defendant, HUNT, in his use and operation of said vehicle.

26. That as a result of the negligence, recklessness and carelessness of the defendants, the plaintiff was injured externally, internally and permanently in and about the head, body, limbs and nervous system so that he became and will continue to be disabled and will continue to suffer pain,

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

15.3.a

discomfort, disfigurement, and distress. That by reason of the aforesaid injuries the plaintiff required the services of physicians, surgeons, nurses, hospitals, therapy, manipulations and medicines and will continue to incur such expenses in the future; that as a result of the aforesaid injuries and resulting permanent disabilities, the plaintiff was incapacitated from his educational pursuits, profession and/or employment, and will continue to be incapacitated from his educational pursuits, profession and/or employment in the future; and as a result of the aforesaid injuries and permanent disabilities, the future earning capacity, profession, livelihood and social and personal endeavors, hobbies and activities of the plaintiff will be partially and/or permanently impaired; and as a result of all of the aforesaid, the plaintiff has otherwise been damaged in a sum which exceeds the jurisdictional limits of all lower Courts which would otherwise have jurisdiction and as may be awarded by the trier of facts herein.

27. That if it be determined that all or any part of the within action is subject to the provisions of Section 5104(a) of the Insurance Law of the State of New York, then and in that event, the plaintiff has sustained a serious injury as defined in Section 5102(d) of the Insurance Law of the State of New York and has sustained economic loss greater than basic economic loss, as defined in Section 5102(a) of the Insurance Law of the State of New York.

28. That the limitations on joint and several liability established under Article 16 of the Civil Practice Laws and Rules of the State of New York do not apply herein on the grounds that the exception enumerated under CPLR Sections 1602(6) and (7) are applicable to the plaintiff's claims in the within action.

WHEREFORE, plaintiff, TERRENCE BALDWIN, herein demands judgment against the defendants, TOWN OF AMHERST, TOWN OF AMHERST POLICE DEPARTMENT, JOHN

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

15.3.a

DOE TOWN OF AMHERST POLICE OFFICER, JAQUAN HUNT and DEBRA BRILLHART, for a sum which exceeds jurisdictional limits of all lower Courts which would otherwise have jurisdiction and as may be awarded by the trier of facts herein on all causes of action; together with the costs and disbursements of this action, and for such other and further relief as to this Court may seem just and proper.

DATED: Buffalo, New York
June 8, 2022

GIBSON, McASKILL & CROSBY, LLP

By: s/Charles S. Desmond, II

Charles S. Desmond, II, Esq.
Attorneys for Plaintiff
69 Delaware Avenue, Suite 900
Buffalo, New York 14202
Telephone: (716) 856-4200

Attachment: DOC091222-09122022112517 (COM-2022-103 : Summons and Complaint: Terrence R. Baldwin Vs. Town of Amherst Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Engineering
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 26437 **RESOLUTION 2022-944** **ADOPTED**

PIP 3106 - Muir Woods Phase 4 - Paving & Curbing

Attached please find an application for a Pavement and Curbs Public Improvement Permit properly filled out. Permit fee and inspection cost amount to $32,150.00.

We are sending one (1) check to the Town Comptroller's Office, $150.00 to be retained as a Permit Fee to the Town Clerks office and $32,000.00 which will be held in escrow to cover the inspection cost.

At this time we are asking for your approval of the application for PIP No. 3106.

9/19/2022
Consent

FINANCIAL IMPACT:

$32,150.00

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC IMPROVEMENT

Date .....20 18....

TO THE HONORABLE TOWN BOARD:

Gentlemen: *Town of Amherst, Erie County, N.Y.*

Application is Hereby Made for Permission to Construct

- Pavement and Curbs .....( )
- Water Line .....
- Sanitary Sewer .....
- Storm Sewer .....

Estimated Cost of Improvement $ ...320,000.00

DESCRIPTION OF PROPOSED PUBLIC IMPROVEMENT

Subdivision Name, Street Name(s), Quantity, Description and Location of Improvement: **Town of Amherst Job** .....

Muir Woods Subdivision, Phase 4; west of Sierra Drive. Installation of 875+/- LF of 10' wide asphaltic conc. pavement, 1" Top (NYSDOT 403.16) Type 7, 2" Binder (NYSDOT 403.13) Type 3, 8" subbase (NYSDOT 304.05) with 2' wide stone shoulders and one 6'x5' box culvert.

Supporting Data:

Consulting Engineer's Name Greenman-Pedersen, Inc.

Contractor's Name Ingalls Site Development Phone 716-675-7051

Contractor's Address 297 Meyer Road, West Seneca, NY 14224

Maintenance (2 yr.) bond by Ingalls Site Development

This application must be submitted in quadruplicate along with 5 copies of construction drawings for sewers, 4 copies for paving, 7 copies for water lines, showing the extent of the improvements which will be incorporated into and made a part of this application. In the event the drawing submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined.

Work under this permit shall be started within 60 days from the date of approval thereof. Work under this permit shall be completed within 1 year from the date of approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees for this permit shall be covered by two (2) checks both made payable to the Town of Amherst; one in the amount of $150.00 and the other to cover cost of inspection as set forth by the Town Board. The latter amount contemplates construction work to be carried on during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such permit is granted he will comply with the terms thereof, the Laws of the State of New York, the Ordinances of the Town of Amherst and Regulations of the various departments of the Town and the State of New York, and that he shall notify the Engineering Department forty-eight (48) hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimated Cost of Improvement	$ 32,000.00
VIDEO INSPECTION-SANITARY		
SEWERS $ 0.50/Ft.		
TOTAL FEE		$ 32,150.00

Owner Sign Here

Ciminelli Muir Woods, LLC
Please Print Name

50 Fountain Plaza, Suite 500
Address

Buffalo, NY 14202 Phone 631-8000
Zip

Subscribed and sworn to before me this 12th day of November, 2020

KATHLEEN A. GUENTHER #01GU6075062
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires August 31, 2020

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and Survey Sketch and certify that they conform to Ordinances of Town of Amherst.

.....
Town Engineer

Receipt is hereby acknowledged of the sum of $ ....., being the required fees established by the Town Board of Town of Amherst, N. Y.

.....
Town Clerk

Public Improvement Permit No. 3106

Attachment: PIP 3106 (RES-2022-944 : PIP 3106 - Muir Woods Phase 4 - Paving & Curbing)

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26462 **RESOLUTION 2022-945** **ADOPTED**

Amended Customer Project Commitment (CPC) for the Street Light Purchase and Upgrade; Supervisor to Sign the Amended NYPA CPC

Suspension to Town Board Agenda Item September 19, 2022

TO: **Town Board**

FROM: **Jacqualine Berger, Deputy Town Supervisor**

DATE: **September 19, 2022**

RE: **Amended Customer Project Commitment (CPC) for the Street Light Purchase and Upgrade; Supervisor to sign the Amended NYPA CPC**
Town of Amherst Job No. 2016.054
CRS ID# XXXX

By Resolution 2022-287, the Town of Amherst authorized the Town Supervisor sign a Customer Project Commitment (CPC) with the New York Power Authority (NYPA) for the procurement of streetlight luminaires for the Street Light Purchase and Upgrade project. Since this approval, the project has advanced to a construction phase and the CPC must be amended to reflect the conversion of approximately 9,666 HID streetlights to LED. Work includes allowances for separation work, maintenance, facility upgrades, contingency, utility asset purchase, installation, integration, disposal costs, and conversion reporting.

Would you please authorize the Supervisor to sign the attached amended Customer Project Commitment? This commitment specifies an amended project scope and financing between the Town and NYPA.

The project is financed through a combination of a NYPA Smart City Grant and General Fund and Streetlight District bonds, as previously authorized by Resolutions 2022-089 and 2022-121 respectively. The accounts to be charged are KP 2201 and KP 2202. This request is pending successful completion of the contract review process. Thank you for considering this request.

9/19/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

accounts to be charged are KP 2201 and KP 2202

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



The New York Power Authority

In Cooperation with

Town of Amherst

NYPA's Energy Efficiency Program

for

Town of Amherst - Amendment to Original LED Street Lighting Project

DRAFT

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

ES-ESN-0933

NEW YORK STATE OF OPPORTUNITY. NY Power Authority

Table of Contents

A – Executables .....

B – Financials .....

C – Drawings and Specifications .....

D – Environmental and Safety .....

E – Procurement.....

DRAFT

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority



A – Executables

DRAFT

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Project Name: Town of Amherst - Amendment to Original LED Street Lighting Project
Facility Location: Williamsville, New York 14221
WBS Number: ES-ESN-0933

AMENDED CUSTOMER PROJECT COMMITMENT

PROVIDER: ("AUTHORITY")

New York Power Authority
123 Main Street
White Plains, NY 10601

CUSTOMER ("CUSTOMER")

Town of Amherst
5583 Main Street
Williamsville, New York 14221

PROJECT TYPE

☐ Audit ☐ Design ☐ Construction ☐ Advisory ☑ Other: Amendment

REVISION HISTORY

Name	Date	Version	Notes
Audit			
Design			
Construction			
Change Order			

OVERVIEW

The New York Power Authority (NYPA) provided the services referenced below subject to the terms and conditions set forth in the Master Cost Recovery Agreement effective October 07, 2021 between the Authority and Customer (the “Master Agreement”) which is hereby incorporated by reference and forms a part of this Customer Project Commitment (“CPC”). Terms used but not defined herein shall have the meaning set forth in the Master Agreement.

This Amended CPC shall be deemed executory only to the extent of the monies appropriated and available for the purpose of the Project, and no liability on account therefor shall be incurred beyond the amount of such monies. It is understood that neither this Amended CPC nor any representation by any public employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of the Project.

DRAFT

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

Project Name: Town of Amherst - Amendment to Original LED Street Lighting Project
Facility Location: Williamsville, New York 14221
WBS Number: ES-ESN-0933

DOCUMENTS FORMING THE AMENDED CPC

The Final CPC is comprised of the following sections:

Section A – Executables

Section B – Financials

Section C – Drawings and Specifications

Section D – Environmental and Safety

Section E – Procurement

GENERAL PROJECT DESCRIPTION

The Town of Amherst has elected to participate in the New York Power Authority's (NYPA) Energy Efficiency Program for the replacement of inefficient HID streetlights with new LED streetlights. This project is being amended to increase the scope to include the conversion of approximately 9,666 HID streetlights to LED, allowances for separation work, maintenance, and facility upgrades, contingency, utility asset purchase, asset management procurement, installation, and integration, hazardous waste disposal costs, and conversion reporting. The project will be implemented by CATCO and O'Connell. NYPA has retained the services of Wendel as the Engineer of Record and Construction Manager.

PROJECT TEAM

Designated personnel from each member of the team are indicated below.

Customer Authorized Representative

Name and title:	Brian Kulpa, Town Supervisor
Phone number:	(716) 631-7032
Email address:	bkulpa@amherst.ny.us

NYPA Project Manager

Name and title:	Igor Katsnelson, Lead Project Engineer
Phone number:	(914) 681-6673
Email address:	igor.katsnelson@nypa.gov

Service Provider

Company name:	Wendel Energy Services, LLC
Name and title:	Dominic Insinna, Senior Associate Principal
Phone number:	716-688-0766
Email address:	dinsinna@wendelcompanies.com

Subprovider

Company name:	Catco & O'Connell
Name and title:	Tony Miniri & Dave Emmi, PM
Phone number:	(716) 481-6452 & (585) 295-6805
Email address:	tonyminiri@catco.com & david.emmi@oconnellelectric.com

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Project Name: Town of Amherst - Amendment to Original LED Street Lighting Project
Facility Location: Williamsville, New York 14221
WBS Number: ES-ESN-0933

ESTIMATED ANNUAL SAVINGS

Estimated energy savings are summarized below.

Estimated Annual Energy Cost Savings	$429,191.85
Estimated Annual Maintenance Cost Savings	$2,553,804.30
Estimated Total Annual Cost Savings	$2,982,996.15
MMBTUs Savings	10,728.5 MMBTUs
Greenhouse Gas (GHG) Reduction (CO2 equivalent)	362.1 Metric Tons

As stated in the Master Cost Recovery Agreement, Customer understands that the projected energy savings are based upon Customer input.

DRAFT

PROJECT TIMELINE

The schedule for project execution is contingent upon when the CPC is executed by both parties.

Duration: 26 months.

PROJECT REPAYMENT METHOD

Select the Customer's Repayment Obligation preference.

☐ Development (audit and design) costs billed as part of Final CPC
☑ Milestone payment(s) during Project
☐ Lump sum at Final CPC
☐ Long term financing and rates subject to negotiation of a separate and distinct financing agreement.

Indicative Long-Term Finance Estimated Rate	5.00%
Indicative Rate Type	Fixed
Indicative Term	0 months

☐ Other_____

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

NY Power Authority

Project Name: Town of Amherst - Amendment to Original LED Street Lighting Project
Facility Location: Williamsville, New York 14221
WBS Number: ES-ESN-0933

PROJECT FINANCIALS (REFER TO SECTION B)

Total Reimbursement Cost (This CPC)	$33,197,733.31
NYPA Grants	($100,000.00)
Third Party Grants and Incentives Paid to NYPA	$0.00
Customer Repayment Obligation	$33,097,733.31

The Total Reimbursement Cost for this Amended CPC is based on bid pricing that expires on or around 11/30/2022. Failure to execute this Amended CPC prior to 11/30/2022 may result in an adjustment to the Total Reimbursement Cost.

AUTHORIZATIONS

The Authority represents the scope and costs are an accurate representation of the proposed project and known facility conditions. This Amended CPC shall become binding upon the parties hereto only upon signature below by an authorized representative of Authority and Customer.

DRAFT

NEW YORK POWER AUTHORITY	**Town of Amherst CUSTOMER**
X:_____	X:_____
Name: Sarah Orban Salati	Name: Brian Kulpa
Title: EVP and Chief Commercial Officer	Title: Town Supervisor
Date:	Date:

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project



B – Financials

DRAFT

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

Total Project Summary

New York Power Authority - Energy Efficiency Program
Town of Amherst - Amendment to Original LED Street Lighting Project

ES-ESN-0933 September 15, 2022

Project Cost: Amended CPC - Amendment Services

			Original Executed CPC		Current ICPC Amended Budget	Total
Fixture Count		Construction Costs:	$3,594,242.25		$6,867,953.47	$10,462,195.72
Cobra Head:	2,927	Asbestos Abatement:	$0.00		$0.00	$0.00
Post Top:	6,598	Allowances:	$0.00		$2,881,862.85	$2,881,862.85
Other:	141	Smart City Technology:	$0.00		$100,000.00	$100,000.00
Total:	9,666	Performance and Payment Bonds:	$0.00		$50,447.00	$50,447.00
		Subtotal:	**$3,594,242.25**		**$9,900,263.32**	**$13,494,505.57**
		Contingency: 10%	$0.00	(See Note # 6)	$1,349,450.56	$1,349,450.56
		Subtotal:	**$3,594,242.25**		**$11,249,713.88**	**$14,843,956.13**
		Abatement Design & Monitoring:	$0.00		$0.00	$0.00
		Hazardous Waste Disposal Cost:	$0.00		$38,664.00	$38,664.00
		Environmental Subtotal:	**$0.00**		**$38,664.00**	**$38,664.00**
		Audit, Feasibility Study, or Design Only Services:	$0.00		$0.00	$0.00
		ICPC and Construction Mgt:	$341,453.01	(See Note # 1)	$1,068,722.82	$1,410,175.83
		Conversion Reporting:	$0.00		$96,660.00	$96,660.00
		Asset Management Integration Assistance:	$0.00		$28,998.00	$28,998.00
		Permits:	$0.00		$0.00	$0.00
		NYPA Project Mgt. & Administrative:	$314,855.62	(See Notes # 2)	$998,620.70	$1,313,476.32
		Project Management Subtotal:	**$656,308.63**		**$2,193,001.51**	**$2,849,310.15**
		Project Subtotal:	**$4,250,550.88**		**$13,481,379.39**	**$17,731,930.28**
		Short-Term Financing (STF):	$184,687.66	(See Note # 3)	$186,860.96	$371,548.62
		Total Project Cost:	**$4,435,238.55**		**$13,668,240.35**	**$18,103,478.90**
		NYSEG Asset Purchase:	$0.00		$32,418.00	$32,418.00
		NG Asset Purchase:	$0.00		$15,061,836.41	$15,061,836.41
		Utility Device Disconnect Deposit Bond:	$0.00		$0.00	$0.00
		Utility Subtotal:	**$0.00**		**$15,094,254.41**	**$15,094,254.41**
		Total Project Cost:	**$4,435,238.55**		**$28,762,494.76**	**$33,197,733.31**

Estimated Savings — **Environmental Benefits: 362.1 Metric Tons CO2 Equivalent**

Estimated Electrical Savings:			Estimated Demand Savings:		Estimated Ownership Savings:	
kWh Savings:	3,144,351	Monthly kW Savings:	0.0	Est. Ownership Savings:	$2,762,907.30	
kWh Cost Savings:	$429,191.85	kW Cost Savings:	$0.00			
Total Energy Savings:	$429,191.85			Total Estimated Savings:	**$3,192,099.15**	

Simple Payback

Total Project Cost With STF:	$33,197,733.31	
NYPA Smart City Grants:	($100,000.00)	
Estimated 3rd Party Rebates & Incentives:	($512,720.00)	(Paid to customer. Not in Project Financing)
Net Project Cost:	$32,585,013.31	
Total Estimated Annual Savings:	$3,192,099.15	
Estimated Annual Utility Fees:	($15,783.00)	
NYPA Annual O&M Program:	($193,320.00)	(See Note # 4)
Total Amount Saved:	**$2,982,996.15**	
Simple Payback:	11.13	
Simple Payback with Incentives:	10.92	

Project Financing

Net Project Cost:	$33,097,733.31	(Excludes 3rd Party Incentives paid to Customer)
Project Cost Paid to Date:	$4,158,358.57	
Remaining Balance to be Paid:	$28,426,654.74	(Milestone, Lump Sum and Est. Billing Payments)
AMOUNT FINANCED (LONG-TERM):	$28,939,374.74	(NYPA Facilitated Loan)
Interest Rate:	5.00%	(See Note # 5)
Years Financed:	0.0	
Number of Payments:	0	
Annual Debt Service to NYPA:	**NA**	
Monthly Debt Service to NYPA:	**NA**	
Total Project Cost after Financing:	**$33,097,733.31**	
Total Annual Savings:	$2,982,996.15	
Payback With Financing:	11.10	
Annual Cash Flow:	**$2,982,996.15**	

Notes:

1. ICPC & Construction Mgt is 9.5% of the Construction Cost Subtotal and is applied to contingency to provide budget estimates. Final costs will exclude unused contingency and will be calculated at end of the project.
2. NYPA Project Mgt. & Administrative cost is 8.0% of all project costs except Utility Asset Purchase, Utility Device Disconnect Deposit Bond, and STF.
3. Short-Term Financing (STF) is estimated based on 4.00% interest rate.
4. NYPA Annual O&M Program Program cost is estimated to be $20.00 per fixture per year.
5. Indicative long-term financing interest rate is shown as 5.00% for project financing cost estimates. Long term financing and rates are subject to negotiation of a separate and distinct agreement for long-term financing.
6. Contingency was not included in the Original Executed CPC and was added to the Current ICPC Amended Budget.

DRAFT

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

Town of Amherst - Town of Amherst - Amendment to Original LED Street Lighting Project
Energy Efficiency Measures
ES-ESN-0933

Project Cost: Amended CPC - Amendment Services 9/15/2022

EEM #	Energy Efficiency Measure (EEM) Description	Total Annual Cost Savings ($/Year)	Complete Only if Requesting Long Term Financing	
			Total Project Cost	Est. Measure Life (Years)
1	Street Lighting Upgrades	$2,982,996	$33,197,733	25.0
	Totals:	**$2,982,996**	**$18,103,479**	
			Weighted Ave Life =	25.0

DRAFT



C – Drawings and Specifications

DRAFT

NEW YORK STATE OF OPPORTUNITY. | NY Power Authority

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

NEW YORK STATE OF OPPORTUNITY. NY Power Authority

KATHY C. HOCHUL
Governor

JOHN R. KOELMEL
Chairman

JUSTIN E. DRISCOLL
Interim President and CEO

Section C
Drawings and Specifications

This section provides the Final Design LxL and the Catalog Cut Sheets that pertain to this project.

DRAFT

New York Power Authority
Energy Efficiency Program

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

Full 229 page document including the Executables, Financials, Drawings and Specifications, Environmental and Safety, and Procurement is found here:

https://share.amherst.ny.us:443/docman/doc_files_list.php?hash=rxniqeezabokgmq355o100jki

This document can also be requested by calling the Town's Engineering Department at 631-7154.

Attachment: SUSPENSION HWY DEPT Street light purchas upgrade attachment 20220919 (RES-2022-945 : Amended Customer Project

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

Francina J. Spoth
Town Clerk

Meeting: 09/19/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26463 **RESOLUTION 2022-946** **ADOPTED**

Request for Town Board Public Hearing – Proposed Boulevard Central District Urban Renewal Plan

Suspension to Town Board Agenda Item September 19, 2022

TO: **Town Board**

FROM: **Jacqualine Berger, Deputy Town Supervisor**

DATE: **September 19, 2022**

RE: **Request For Town Board Public Hearing - Proposed Boulevard Central District Urban Renewal Plan**

The Planning Department is requesting the Town Board schedule a public hearing on the proposed Boulevard Central District Urban Renewal Plan at its meeting for October 17, 2022.

9/19/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Bucki and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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: 09/19/22 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 26464 **RESOLUTION 2022-947** **ADOPTED**

UB Request for Bike Path Closure

Suspension to Town Board Agenda Item September 19, 2022

TO: **Town Board**

FROM: **Jacqualine Berger, Deputy Town Supervisor**

DATE: **September 19, 2022**

RE: **UB Request for Bike Path Closure**

WHEREAS, the University at Buffalo's Student Association like to request permission to close a section of the Ellicott Creek Trail as described in the attached letter.

NOW THEREFORE BE IT RESOLVED, the Town Board grants permission to the University at Buffalo's Student Association to close the Ellicott Creek Trail as described in the attached letter; and

BE IT FURTHER RESOLVED that the Amherst Town Board authorizes the University at Buffalo's Student Association have ample time to prepare safely and clean up after the closure.

9/19/2022
A motion to approve was made by Deputy Supervisor Berger, seconded by Councilmember Lavin and unanimously approved 5-0.

FINANCIAL IMPACT:

n/a

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

STUDENT ASSOCIATION
Suite 350 Student Union Amherst, New York 14260
(716) 645-2950 fax: (716) 645-2112 www.sa.buffalo.edu

Friday, September 16, 2022
Mary-Diana Pouli, Executive Director
Amherst Youth & Recreation Department
1615 Amherst Manor Drive
Williamsville, NY 14221
(716) 631-7132 x7532

Dear Mary-Diana,

On September 30, 2022 the University at Buffalo's Student Association will be holding its annual Carnival on the Amherst Campus. At the end of this event (approximately 9:30 – 9:45pm), we would like to fire off a 5 minute fireworks display from the University's normal firing location on Frontier road.

Our intention is to use Skylighters of Western New York as our Pyrotechnics team. We are also contracting Getzville Fire Department to assist us with the appropriate coverage.

We would like to close the section of Frontier Road that runs between the J.J. Audubon Parkway and St. Rita's Lane on campus as well as the bike path located in that area from 6pm on 10/1/2021 till the site has been cleared by University Police and the Pyrotechnics team (usually about 11:00pm).

University police will handle the actual closure of the roads and monitoring of the fireworks area until the site has been cleared by the pyrotechnics team.

If you have any further questions or concerns please contact Marc Rosenblitt, SA Entertainment Coordinator at (716) 645-8178.

Thank you,

Becky Paul-Odionhin, SA President
University at Buffalo Student Association

Attachment: SUSPENSION UB Bike Path Closure attachment 20220919 (RES-2022-947 : UB Request for Bike Path Closure)