Amherst Town Board

Budget Meeting of the Town Board

Minutes

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

Francina J. Spoth
Town Clerk

Monday, October 27, 2025 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

Charles Zippiroli

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on October 27, 2025 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Jennifer M. Adams	Town of Amherst	Interim Comptroller	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Steven B. Bengart	Town of Amherst	Town Attorney	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Laurie Stillwell	Town of Amherst	Director of Community Development	Present	

V. MINUTES APPROVAL

1. Tuesday, October 14, 2025

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

Happy Halloween – Trick or Treat Hours – 6-8 pm, Friday, October 31st

Recognizing October as Breast Cancer Awareness Month

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2025-890

First Public Hearing for the Funding of the 2026 Community Development Program Annual Action Plan

1st public hearing for the Funding of the 2026 Community Development Program Annual Action Plan.

10/27/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:04 PM.

Laurie Stillwell, Community Development Director, presented.

The following speaker addressed the Board:
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:10 PM.

RESULT:	**HEARING CLOSED**

2. Resolution 2025-850

Capital Improvement Program (CIP) 2026-2031

The 2026-2031 CIP is available for viewing at the Planning Department, the Town Clerk's Office, and on the Town of Amherst Website (as part of the Town's Overall Budget). The 2026-2031 CIP can be found on the following link:

https://www.amherst.ny.us/pdf/comptroller/2026_supervisors/251001_proposed_2026_2031_cip.pdf

10/14/2025

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Grace Conner, Amherst
Geri DiCosmo, 378 Meyer Rd
Bill Blake, 147 Fairlawn Rd
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 7:46 PM.

10/24/2025

A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 10:05 AM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Bill Blake, 147 Fairlawn Rd
Jane Cox, 4584 Harlem Rd
Andrea Morgante, Getzville
James, East Amherst

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 10:54 AM.

10/27/2025

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

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Collen Bogdan, 108 Summershade Ct
Jane Cox, 4584 Harlem Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public

hearing was closed at 7:57 PM.

RESULT:	HEARING CLOSED

3. Resolution 2025-851

Town of Amherst 2026 Budget

Presentation of the Supervisor's tentative budget without Town Board modifications for the fiscal year beginning January 1, 2026. The 2026 Budget is available for viewing at the Williamsville, Clearfield, Audubon, and Eggertsville-Snyder Libraries, the Comptroller's and Town Clerk's Offices, and on the Town of Amherst Website at the following link:

https://www.amherst.ny.us/pdf/comptroller/2026_supervisors/251003_2026_supervisor_operating_budget.pdf

10/14/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Grace Conner, Amherst
Geri DiCosmo, 378 Meyer Rd
Bill Blake, 147 Fairlawn Rd
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 7:46 PM.

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Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Collen Bogdan, 108 Summershade Ct
Jane Cox, 4584 Harlem Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:57 PM.

RESULT:	**HEARING CLOSED**

VIII. DEVELOPMENT REVIEW ACTIONS

1. Resolution 2025-702

Adoption of Local Law to Amend the Zoning Map (2577 Millersport Highway, Z-2025-02)

DRAFT RESOLUTION
October 14, 2025

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 18, 2025 that the proposed General Business District (GB) zoning at 2577 Millersport Highway is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

1. That deed restrictions be filed that provide and maintain greenspace and landscape buffers measuring 25 feet along the adjacent residential zoning to the

east and south of the subject site.

8/18/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:06 PM.

Attorney Jeffery Palumbo presented.

The following individual spoke:
Melissa Semidey Finley, Esq. on behalf of the Collins Court Neighborhood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the September 15th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:19 PM.

9/15/2025
Deputy Supervisor Lavin made a motion to table, seconded by Councilmember Szukala and unanimously approved 4-0.

9/30/2025
Deputy Supervisor Lavin made a motion to adjourn to the October 14th meeting, seconded by Councilmember Berger and unanimously approved 4-0.

10/14/2025
Supervisor Kulpa made a motion to adjourn to the October 27th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

10/27/2025
Supervisor Kulpa made a motion to adjourn to the November 10th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

11/10/2025
Supervisor Kulpa made a motion to adjourn to the December 15th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 11/10/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

2. Resolution 2025-891

SEQR Determination (2190-2220 Wehrle Drive, BCPA-2025-01)

WHEREAS, pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead

Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoptions of local laws, and

WHEREAS, this Town Board as SEQR Lead Agency has reviewed a request for a Bicentennial Comprehensive Plan amendment at 2190-2220 Wehrle Drive and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, now therefore be it

RESOLVED, that the requirements of SEQR are now complete, therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

10/27/2025
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

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

3. Resolution 2025-892

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan 2190-2220 Wehrle Drive (BCPA-2025-01)

WHEREAS, pursuant to 6NYCRR Part 617 (SEQR) and Chapter 104 of Amherst Town Code, as amended, that the requirements of SEQR are complete, and

WHEREAS, pursuant to NYS Town Law Sec. 272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of May 15, 2025 that the proposed change in land use designation from "Commercial - Office" to "Medium Residential" at 2190-2220 Wehrle Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and

WHEREAS, the project applicant has modified his\her project to reduce the building heights proposed and the number of proposed dwelling units more closely aligns with the mixed residential (4-12 units/acre) land use category, now therefore be it

RESOLVED, that in accordance with NYS Town Law Sec. 272-a, the Town Board amends the Bicentennial Comprehensive Plan for 24.9± acres of land from "Commercial - Office" to "Mixed Residential" at 2190-2220 Wehrle Drive.

10/27/2025
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

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

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**

3. **Amherst Community Diversity Commission**

4. **Amherst Conservation Advisory Council**

5. **Amherst Government Financial Advisory Board**

6. **Amherst Industrial Development Agency**

   Membership is full.

7. **Amherst Veterans Committee**

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**

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

18. **Glen Park Joint Board**

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

20. **Information Technology Advisory Committee**

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

22. **Minority / Woman Owned Business**

23. **Open Government Advisory Board**

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

25. **Recreation Commission**

26. **Recycling and Waste Committee**

27. **Senior Services Advisory Board**

28. **Traffic Safety Board**
    Membership is full.

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

30. **Zoning Board of Appeals**
    Membership is full.

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. Speakers will be limited to 3 minutes.

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:04 PM.

The following speakers addressed the Town Board:
Bonnie Barrey, 303 N Ivyhurst Rd - sewer issues
Geri DiCosmo, 378 Meyer Rd - residents who come to the meetings and speak
Tom Frank, 5403 Main St - Resolution 2025-937
Adam Karl, 305 Bellingham Dr - Resolution 2025-892
Kelsey Cessario, 1755 Hopkins Rd - Resolution 2025-920
Terese Barry, 110 Thistle Lea - listening to the residents
Matt Plunkett, 299 Northill Dr - Musicalfare

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 8:17 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2025-893

Authorize Payment to Azar Design Co. (FKA Foit-Albert Assoc) for Professional Land Surveying Services

WHEREAS, there was additional survey work completed in 2024 by Azar Design Co. (Formerly Foit-Albert Associates) as an extension of CRS #4262; and,

WHEREAS, there is an outstanding invoice #21105.06-3 from Azar Design Co. for Professional Land Surveying Services completed in 2024 in the amount of $14,503.47,

NOW, THEREFORE, BE IT RESOLVED, to request Town Board approval to authorize the Supervisor to sign the Additional Survey Work Scope of Services; and,

BE IT FURTHER RESOLVED, authorize the Town Comptroller to pay invoice #21105.06-3 upon confirmation of received deliverables from Azar Design Co. (Formerly Foit-Albert Associates) for Professional Land Surveying Services for the total amount of $14,503.47; and,

BE IT FURTHER RESOLVED, there is appropriate grant funding available in KP 2204 4971.

10/27/2025
Consent

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

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2025-894

Penflex Service Fee Agreements (CRS#S 5882-5888)

AGENDA ITEM : OCTOBER 27, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **October 20, 2025**

RE: **Service Award Program: Service Fee Agreements**

***Ellicott Creek Fire Protection District No. 9 (CRS #5882)**
***Getzville Fire Protection District No. 11 (CRS #5883)**
***Main Transit Fire Protection District No. 14 (CRS #5884)**
***North Amherst Fire Protection District No. 10 (CRS #5885)**
***North Bailey Fire Protection District No. 19 (CRS #5886)**
***East Amherst Fire Department (CRS #5887)**
***Swormville Fire Department (CRS #5888)**

Kindly adopt a resolution approving the attached Service Award Agreements with respect to each respective fire department/fire protection district and authorize the Supervisor to execute the Agreements pending successful completion of the Contract

Routing System (CRS).

Thank you for your consideration.

SBB:RMS:hs
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item: October 27, 2025**)

10/27/2025
Consent

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

2. Resolution 2025-895

Extension to Lawley Insurance Broker Agreement (CRS #5900) (CRS#1744/CMS#2008)

AGENDA ITEM : OCTOBER 27th, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **October 21, 2025**

Lawley Insurance Broker Agreement Extension (CRS #5900)
(Approved Contract CRS #1744/CMS #2008)

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

WHEREAS, the current contract with Lawley Insurance is set to expire on December 31, 2025; and

WHEREAS, the current contract allowed for two (2) 2-year extensions, this being the second;

THEREFORE BE IT RESOLVED that the Town Board authorizes the Supervisor to execute the extension from January 1, 2026 through December 31,2028.

Thank you.

SBB:nmb:hs
Attachment

c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item – October 27, 2025**)

10/27/2025
Consent

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

3. Resolution 2025-896

Settlement of Property Damage Claim

AGENDA ITEM : OCTOBER 27th, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **October 21, 2025**

Settlement of Property Damage Claim
Town of Amherst v. Brionna Crump

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

WHEREAS, the Town Board authorizes settlement in the amount of $2,834.60 to be paid to the Town of Amherst with respect to a damaged streetlight and pole on Sunshine Drive;

THEREFORE BE IT RESOLVED that the Town Board authorizes the Supervisor to sign the release relative to the above matter.

SBB:nmb:hs

c: Tim Koller, Deputy Town Attorney (**Agenda Item : October 27, 2025**)

10/27/2025
Consent

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

4. Resolution 2025-897

Settlement of Property Damage Claim

AGENDA ITEM : OCTOBER 27th, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **Settlement of Property Damage Claim**
Town of Amherst v. Brown

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

WHEREAS, the Town Board authorizes settlement in the amount of $2,264.69 to be paid to the Town of Amherst with respect to signal damage at Henel and Alberta;

THEREFORE BE IT RESOLVED that the Town Board authorizes the Supervisor to sign the release relative to the above matter.

SBB:nmb:hs

c: Tim Koller, Deputy Town Attorney (**Agenda Item : October 27, 2025**)

10/27/2025
Consent

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

5. Resolution 2025-898

2025-2028 Intermunicipal Snow Removal and Ice Control Agreement Between TOA/COE (CRS #5845)

AGENDA ITEM : OCTOBER 27, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **October 22, 2025**

RE: 2025-2028 Snow and Ice Control Agreement (CRS #5845) Between Town of Amherst and County of Erie

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement (CRS #5845) and annexed exhibits requiring municipal approval.

Thank you.

SBB:rms
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : October 27, 2025)**
Steve Floss, Highway Superintendent (*w/attachment*)

10/27/2025
Consent

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

B. TOWN CLERK:

1. Resolution 2025-899

Civic Plus Meeting Management Software for Agenda Meeting Management Software CRS #5870

Please authorize the Supervisor to sign the agreement with Civic Plus for Agenda Meeting Management Software.

The agreement is valid from 10/17/2025 to 10/16/2026. Time is of the essence since this software is necessary to replace MinuteTraq which is being phased out by previous vendor in six months and it will take at least three months to onboard the program.

Approval is pending successful completion of the Contract Routing System.

10/27/2025
Consent

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

2. Resolution 2025-900

Ellicott Creek Voluntary Fire District Company LOSAP Credits Correction

WHEREAS, the Town of Amherst is the sponsor of the Ellicott Creek Volunteer Fire Company, and

WHEREAS, the Ellicott Creek Volunteer Fire Company has submitted the following correction:

William Kuss, Jr. was a member of N. Bailey Volunteer Fire Company and transferred membership to Ellicott Creek Volunteer Fire Company in 2023. He should have received his length of service award credits for 2023.

WHEREAS, Penflex, the town actuary responsible for administering the LOSAP programs, requires that the Town Board approve the change;

NOW, THEREFORE, BE IT RESOLVED that the Town of Amherst Town Board hereby approves and adopts the corrections to the 2023 Ellicott Creek Volunteer Fire Co. service award credits for William Kuss, Jr.

10/27/2025
Consent

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

3. Resolution 2025-901

Amusement License - Georgetown Plaza

Request by Georgetown Plaza, for a First-Class Amusement License to hold an outdoor event at 5225 Sheridan Dr. on November 8, 2025 from 10 AM – 5 PM.

Supervising Code Enforcement Officer recommends a fee of $25.00 per day.

The following conditions apply:

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

10/27/2025
Consent

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

4. Resolution 2025-902

New Firefighter for North Bailey Fire Company

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

Zhi C. He
1812 Deer Lakes Dr
Amherst, NY 14228

10/27/2025
Consent

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

5. Resolution 2025-903

New Firefighter for Getzville Fire Company

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

Jeffrey Levine
49 Oakview Dr
Williamsville, NY 14221

10/27/2025
Consent

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

C. ASSESSOR:

D. BUILDING/BUILDING MAINTENANCE:

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2025-904

Budget Transfers and Amendments

For October 27, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 10/22/2025
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 – 2025

FROM:	***TO:***
A1990.4000 Contingency $6,000.00	A1440.4090 Engineering- Professional Svcs $6,000.00
To fund the Maple and Maplemere traffic study, requested per Councilmember Marinucci.	
A1620.2150 Facilities- Bldg Improv $30,0000	A1620.9000 Transfer Out $60,684.40
A1620.4300 R&M Other $30,000.00	A1620.1000 Personal Svcs $9,584.56
A1620.4200 Asbestos Control $684.40	A1620.8030 FICA $733.22
A1620.4220 Bldgs & Grounds $10,317.78	
Requested per department.	
A7550.4150 Celebrations $3,405.56	A1620.2600 Facilities- Other Equip $3,405.56
To fund CRS #5833, requested per Councilmember Berger.	
A3641.4120 Emergency Svcs- Training $1,000.00	A3641.4310 Gas & Oil $1,000.00
A3641.1000 Personal Svcs $16,500.00	A3641.2250 Trucks, Tractors, Trailers $7,500.00
	A3641.4230 Passenger Vehicles $9,000.00
Requested per department.	
A6772.4120 Senior Center- Training $1,000.00	A6772.2130 Computer Equipment $2,000.00
A6772.4290 Recreation Equipment $1,000.00	
Requested per department.	
A7110.4110 Parks- Contractual $1,840.08	A7110.2600 Other $1,840.08
A7110.4340 Parks- Landscaping $2,000.00	A3310.2250 Traffic- Trucks, Tractors, Trailers $7,575.00
A5010.2130 Hwy Office- Computer$2,700.00	D5110.2130 HWY- Computer Equip $50.00
A5010.4020 Hwy Office- Postage $700.00	
A5010.4025 Hwy Office- Print/Adv/Lease $1,000.00	
A5010.4060 Hwy Office- Telephone $1,000.00	
A5010.4140 Hwy Office- Recording Fees $175.00	
D5110.4340 HWY- Landscaping $50.00	
Requested per Department.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
KP2410.05031 Facilities Vehicles $60,684.40	KP2410.2250 Trucks Tractors, Trailers $60,684.40
To increase the facilities vehicles capital project, as per transfer above.	
N2523.02785 CDBG & VG- PI $28,067.20	N2523.4000 Contractual $28,067.20
N2530.02785 CDBG- PI Admin $7,016.80	N2530.1000 Personal Svcs $6,518.16
	N2530.8030 FICA $498.64
To recognize Community Development program income from 209 Berkley, Amherst.	
N2544.02785 CHEEK HOME- PI $4,500.00	N2544.4000 Contractual $4,500.00
N2549.02785 CHEEK Admin- PI $500.00	N2549.4003 10% PI-Admin $500.00
To recognize Community Development program income from 600 Doat, Cheektowaga.	

10/27/2025
Consent

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

2. Resolution 2025-905

2026 Other Items Budget

For October 27, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 10/22/2025

Re: Various Department Budget Transfers / Amendments

Please see the attached file for the 2026 Other Items, $543,728.54. These items are added to the tax bill of property owners and Erie County Real Property Tax Department requires Town Board approval adopting special Town charges.

10/27/2025
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2025-906

Contract Extension DOT Drug and Alcohol Testing - CRS #5859

WHEREAS, HealthWorks-WNY, LLP has agreed to extend the DOT Drug and Alcohol Testing contract (Original CRS #4368) for an additional two years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the DOT Drug and Alcohol Testing contract through December 31, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with HealthWorks-WNY, LLP.

10/27/2025
Consent

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

2. Resolution 2025-907

Award Bid #2025040 Verticutter - CRS #5865

WHEREAS, the Contract Compliance and Administration Department received bids on September 25, 2025 for Bid #2025040 for 1st Products VC60 Verticutter (or equivalent); and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Grassland Equipment & Irrigation.

10/27/2025
Consent

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

3. Resolution 2025-908

Award Bid #2025043 Miscellaneous Small Equipment & Parts - CRS #5866 & 5867

WHEREAS, the Contract Compliance and Administration Department received bids on September 25, 2025 for Bid #2025043 Miscellaneous Small Equipment & Parts; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Grassland Equipment & Irrigation Corp. (CRS #5866) and MTE Equipment Solutions, Inc. (CRS #5867); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Grassland Equipment & Irrigation Corp. and MTE Equipment Solutions, Inc.

10/27/2025
Consent

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

4. Resolution 2025-909

Reassignment of Audiometric Testing Services Contract - CRS #5868

WHEREAS, the Town of Amherst entered into a contract with The Hearing Advantage for Audiometric Services (Town Board Resolution #2024-481; CRS # 4838); and

WHEREAS, we were notified per the attached letter that Industrial Hearing Testing has acquired the account base for The Hearing Advantage;

THEREFORE BE IT RESOLVED, that the Town Board reassign the above referenced contract to Industrial Hearing Testing for the remainder of the current contract, which expires on May 31, 2026.

10/27/2025
Consent

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

5. Resolution 2025-910

Extension of Auctioneer Services Contract - CRS #5876

WHEREAS, Auctions International has agreed to extend the Auctioneer Services contract for an additional three-year term (original CRS #1706);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Auctioneer Services contract with Auctions International through November 25, 2028; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Auctions International.

10/27/2025
Consent

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

6. Resolution 2025-911

Extension of Bid #2023051 Town Wide Hardware for Local Pick Up - CRS #5880

WHEREAS, Ed Young's Hardware has agreed to extend the Town Wide Hardware for Local Pick Up contract (Original CRS #4418) for a period of 2 years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Town Wide Hardware for Local Pick Up contract with Ed Young's Hardware through December 17, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Ed Young's Hardware.

10/27/2025
Consent

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

7. Resolution 2025-912

Award Bid #2025046 Industrial Electrical Services - CRS #5893

WHEREAS, the Contract Compliance and Administration Department received bids on October 16, 2025 for Bid #2025046 Industrial Electrical Services; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Ferguson Electric, Inc., and

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

10/27/2025
Consent

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

8. Resolution 2025-913

Amendment to Bid #2025018 Police Vehicles - CRS #5895

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2025018 Police Vehicles on May 27, 2025 (original CRS #5551, RES-2025-511) to Delacy Ford; and

WHEREAS, the bid tab has been amended to remove car #113 from the trade-in list as it was totaled and can no longer be traded in;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the amendment to the award for Bid #2025018 for Police Vehicles to reflect the net bid amount changing to $447,688.00; and

BE IT FURTHER RESOLVED, that this contract amendment is subject to successful completion of the Contract Routing System.

10/27/2025
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

1. Resolution 2025-914

Grant Disbursement Agreement (CRS 5899)- Inclusive Playground at Willowdale Park

Authorize the Town Supervisor to sign the Grant Disbursement Agreement between the Town of Amherst and DASNY, to construct an inclusive playground at Willowdale Park, pending successful completion of the contract routing process.

10/27/2025
Consent

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

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2025-915

Proposal for Design Services for Bridge NY Replacement of Frankhauser Culvert Azar Design Co. Town Job #2022.033B; PIN 5765.56 CRS #5878

The Town of Amherst's application for the full replacement of a storm water culvert under Frankhauser Road was approved for funding through the Bridge NY program in the

amount of $945,000. Bridge NY culvert funding is entirely State-funded as a funded reimbursement program administered by the New York State Department of Transportation (NYSDOT).

During the grant preparation phase, this office solicited fourteen (14) professional engineering firms on the Local Design Services Agreement (LDSA) list. Eight (8) firms responded with an expression of interest and supplemental proposal. Qualifications were scored by committee in accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects. Azar Design Co, was determined as the preferred design consultant after scoring was tallied (scoring summary attached).

We are in receipt of a proposal in the amount of $254,300.27 from Azar Design Co. to provide engineering design services including study & report, preliminary design, final design, ROW incidentals, bidding/negotiation, and construction phases. The design fee is 100% reimbursable through the Bridge NY program in accordance with State Local Agreement, Town Board Resolution 2025-118.

At this time, we request the Town Board approve the expenditure of the above-described proposal by Azar Design Co. at a total cost of $254,300.27 (100% State funded). First instance funding is identified as $156,680.34 in account KP2503-4971 and $97,619.93 in account KP2503-4972.

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

10/27/2025
Consent

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

2. Resolution 2025-916

Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install Electric Vehicle Stations in Town Parking Lots Supervisor to Sign NYSDEC Agreements Town of Amherst Job No. 2017.015V CRS #5897

The Town of Amherst obtained a New York State Department of Environmental Conservation (NYSDEC) Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant that will fund the installation of Electric Vehicle (EV) charging stations in Town-owned parking lots. The award provides for seven (7) Level 2 chargers and one (1) DC Fast Charging station. The table below summarizes the proposed locations, charger type, and corresponding grant and local funding amounts:

Location	DEC Contract #	Level	ZEV Grant	Local Share	Total

Audubon Golf Course	DEC-T02194GM-ZEV	2	$ 45,022.40	$ 11,255.60	$ 56,278.00
Audubon Library	DEC-T02155GM-ZEV	2	$ 46,901.60	$ 11,725.40	$ 58,627.00
Court House	DEC-C02680GM-ZEV	2	$ 57,726.40	$ 14,431.60	$ 72,158.00
Police Station	DEC-T02154GM-ZEV	2	$ 49,356.80	$ 12,339.20	$ 61,696.00
Senior Center	DEC-C02681GM-ZEV	2	$ 58,524.80	$ 14,631.20	$ 73,156.00
North Amherst Rec Center	DEC-T02195GM-ZEV	2	$ 44,206.40	$ 11,051.60	$ 55,258.00
Ellicott Creek Trailhead	DEC-C02708GM-ZEV	2	$ 61,716.00	$ 15,429.00	$ 77,145.00
Northtown Rec Center	DEC-C02685GM-ZEV	3	$ 107,228.80	$ 26,807.20	$ 134,036.00
		Totals:	$ 470,683.20	$ 117,670.80	$ 588,354.00

The total project cost of $588,354.00 includes design, equipment, and construction. Of this amount, $470,683.20 is reimbursable under the NYSDEC ZEV grant. The remaining local share of $117,670.80 is intended to be partially offset through National Grid's Make-Ready Program, which will be pursued during the design phase. Any portion of the local share not covered by outside funding is available in Account KP-2350-4971/4972.

Approval is requested to authorize the Supervisor to sign the above-referenced NYSDEC grant agreements, indicating the Town's commitment to the project terms and local cost share. Upon approval, the Supervisor will apply digital signatures and return the executed agreements to NYSDEC for countersignature and finalization.

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

10/27/2025
Consent

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

L. FINANCE:

M. HIGHWAY

N. HUMAN RESOURCES:

1. Resolution 2025-917

Senior Engineer Assistant/Engineering Department

Please appoint a Senior Engineer Assistant to the Engineering Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective November 17, at an annual salary of $59,957, Grade 15, Step B for Carmine Ferri.

Please authorize a six (6) month residency waiver.

Replacing an employee who resigned.

10/27/2025
Consent

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

2. Resolution 2025-918

Recreation Attendant - PT/Youth & Recreation (10 Positions)

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department (10 positions). Effective November 1, 2025, Temporary, $15.50 ph, Step 1 for Autumn Chandler, Georgia Falzone, Sarah Fitzpatrick, Alexa Howland, Tyreek Jacobs, Jasmitha Keesara, Jadd Kotob-Ibrahim, Patrick McKim, Skylar O'Connor and Julia Tufillaro

10/27/2025
Consent

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

3. Resolution 2025-919

Amherst Employees' Association, Inc. - Collective Bargaining Agreement 2025-2029

Please adopt a Resolution authorizing the Supervisor to sign the Collective Bargaining Agreement between the Town of Amherst and the Amherst Employees' Association, Inc., for years 2025 through 2029.

The Amherst Employees' Association, Inc., has ratified this settlement.

10/27/2025
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

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

4. Resolution 2025-920

Amherst Highway Employees Association, Inc. - Collective Bargaining Agreement 2025-2029

Please adopt a Resolution authorizing the Supervisor to sign the Collective Bargaining Agreement between the Town of Amherst and the Amherst Highway Employees Association, Inc., for years 2025 through 2029.

The Amherst Highway Employees Association, Inc., has ratified this settlement.

10/27/2025
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

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

5. Resolution 2025-921

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 28, 2025 at an hourly rate of $18.96, Grade 3, Step A.

Contingent upon completing all pre-employment requirements.

10/27/2025

Consent

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

6. Resolution 2025-922

Senior Maintenance Worker/Facilities Department

Please appoint a Senior Maintenance Worker to the Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 28, 2025 at an hourly rate of $22.88, Grade 5, Step B for Jared Slater.

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

10/27/2025
Consent

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

7. Resolution 2025-923

Senior Maintenance Worker/Facilities Department

Please appoint a Senior Maintenance Worker to the Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 28, 2025 at an hourly rate of $23.98, Grade 5, Step C for Joseph Howard.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

10/27/2025
Consent

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

8. Resolution 2025-924

Cook/Senior Services

Please appoint a Cook to the Amherst Center or Senior Services. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 28, 2025 at an annual salary of $40,631, Grade 7, Step A for Adam Hambridge.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who transferred to another department.

10/27/2025
Consent

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

9. Resolution 2025-925

Project Manager/Building Department

Please appoint a Project Manager to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 28, 2025 at an annual salary of $86,070, Grade 18, Step H for Anthony Buccilli.

This is a Permanent appointment for an employee currently serving Provisionally.

Please authorize a six (6) month residency waiver.

10/27/2025
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2025-926

To Authorize the Adoption of Revisions to the Administrative Plan Governing the Housing Choice Voucher (HCV) Program of the Erie County PHA Consortium

WHEREAS, the Erie County Consortium (the "Consortium"), with the Town of Amherst as lead entity, has designated Belmont Housing Resources for WNY, Inc. ("Belmont") as its Local Administrator (LA) for administration of the Housing Choice Voucher (HCV) Program in accordance with U.S. Department of Housing and Urban Development (HUD) regulations; and

WHEREAS, the Consortium is required to adopt and maintain an Administrative Plan which governs the operation of the HCV Program and which must be amended as necessary to reflect new policies, preferences, and program additions; and

WHEREAS, the Consortium proposes to establish a local preference on its HCV waitlist for households previously assisted under the Emergency Housing Voucher (EHV) program, in order to preserve housing stability and prevent returns to homelessness as EHV funding sunsets; and

WHEREAS, the Consortium further intends to request authorization from HUD to administer Foster Youth to Independence (FYI) Vouchers and, upon award, to amend its Administrative Plan to incorporate FYI vouchers as part of its HCV portfolio; and

WHEREAS, the Consortium and Belmont, as Local Administrator, have also made minor edits and updates to sections of the Administrative Plan to reflect recent HUD guidance and local practice, which do not constitute significant amendments requiring Board approval, but are noted here to ensure transparency and Board awareness; and

WHEREAS, the proposed amendments and preferences have been made available for public comment and a public hearing has been held in accordance with HUD requirements; now therefore

BE IT RESOLVED, that the Town Board hereby approves the amendment to the Administrative Plan establishing a waitlist preference for households previously assisted under the Emergency Housing Voucher (EHV) program; and

BE IT FURTHER RESOLVED, that the Town Board authorizes Belmont, as Local

Administrator, to submit a request to HUD to administer Foster Youth to Independence (FYI) vouchers and, if awarded, to incorporate such vouchers into the Consortium's Administrative Plan.

10/27/2025
Consent

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

2. Resolution 2025-927

To Authorize the Supervisor to Execute an Agreement with the Buffalo Urban League for the Provision of Predatory Lending Counseling Services CRS #5871

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds, agrees to affirmatively promote fair housing, and

WHEREAS, the Community Development program's required analysis of impediments to fair housing has identified predatory lending practices by sub-prime lenders as a major impediment to fair housing, and

WHEREAS, the Town has budgeted FY 2025 CDBG funds for the provision of predatory lending and foreclosure prevention counseling and legal services, and

WHEREAS, the Buffalo Urban League has provided comprehensive predatory lending counseling and legal services in the Town in prior years, and

WHEREAS, the Community Development staff recommends that the Town renew its contract with the Buffalo Urban League based on the Buffalo Urban League's excellent provision of services, and

WHEREAS, the Buffalo Urban League has submitted a satisfactory project budget and scope of services which provides for a total fee of $8,000; now therefore, be it

RESOLVED, that the Town Board hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into an agreement with the Buffalo Urban League for the provision of predatory lending, housing counseling, and foreclosure prevention services for the period April 1, 2025 through March 31, 2026 at a contracted amount not to exceed $8,000.

10/27/2025
Consent

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

3. Resolution 2025-928

To Authorize the Town Supervisor to Enter into a Contract for Fair Housing Counseling Services with Housing Opportunities Made Equal (HOME) CRS #5890

WHEREAS**,** as a recipient of Community Development Block Grant and HOME Investment Partnership funds the Town certifies that it will affirmatively further fair housing; and

WHEREAS**,** the Town has programmed Community Development Block Grant funds for fair housing counseling services; and

WHEREAS, Community Development staff recommends that the Town renew its contract with Housing Opportunities Made Equal based on the excellent provision of services they provide, and now therefore, be it

RESOLVED**,** that the Town Board authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to sign a contract with Housing Opportunities Made Equal for an amount not to exceed $10,500 for services to Town residents during the period April 1, 2025 through March 31, 2026.

10/27/2025
Consent

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

4. Resolution 2025-929

To Authorize the Supervisor to Sign an Agreement with Child & Family Services of Erie County for Staffing CRS #5891

WHEREAS, Child & Family Services provides services to Amherst residents facing domestic violence; and

WHEREAS, the Town has budgeted Community Development Block Grant funds (CDBG) for one domestic violence advocate; and

WHEREAS, Community Development staff recommends that the Town contract with Child & Family Services for the period of April 1, 2025 through March 31, 2026; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with Child & Family Services attached hereto, and for an amount not to exceed $20,000.00 for the period of April 1, 2025 through March 31, 2026.

10/27/2025
Consent

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

Q. POLICE:

R. SENIOR SERVICES:

1. Resolution 2025-930

Software for Senior Services CRS #5892

We respectfully request Town Board permission to authorize the Supervisor to sign the agreement between Xavus Solutions LLC DBA My Senior Center and the Town of Amherst (Senior Services).

10/27/2025
Consent

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

2. Resolution 2025-931

Class Instructor, William Scudder CRS #5874

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and William Scudder, Woodcarving Instructor.

10/27/2025
Consent

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

3. Resolution 2025-932

Class Instructor, Lisa Horlein CRS #5873

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and Lisa Horlein, Drumming Circle Instructor.

10/27/2025
Consent

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

4. Resolution 2025-933

Class Instructor, Suzanne Lewis CRS #5875

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contract Commitment Form between the Town of Amherst (Department of Senior Services) and Suzanne Lewis, Fitness Instructor.

10/27/2025
Consent

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

S. SEWER/PLANT 16:

1. Resolution 2025-934

Payment Authorization Advance Auto Parts

The Engineering Department – Sewer Maintenance Division is requesting the Town Board authorize payment to Advance Auto Parts in the amount of $9,981.99, using account G9000-2600 which requires Town Board approval.

For the following equipment:

Tire Balancer
Cone Kit

Thank you for considering this request.

10/27/2025
Consent

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

2. Resolution 2025-935

Payment Authorization Request Casullos Auto Accessories & Upholstery

The Engineering Department – Water Pollution Control Facility is requesting that the Town Board authorize the comptroller's office to make payment of TOA voucher 2510745, Casullo Auto Accessories & Upholstery invoice 222601 for $4,056.50. This purchase was for a cutting edges and curb shoes for our pay loader's Wausau/Everest snowplow, while Casullos does hold the TOA contract for multiple snowplow manufacturers, this particular manufacturer was not covered.

Funds will be available in G9916-4924.

Thank you for considering this request.

10/27/2025
Consent

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

3. Resolution 2025-936

Change Order No. 2 - Hohl Industrial Services, Inc. No Cost Time Extension WPCF: Building No. 1 Screen and Valve Improvements Town of Amherst Project Nos. 2016.002H & 2018.002B CRS #5889

The Engineering Department requests the Town Board approve the above referenced Change Order, which calls for a no cost time extension until September 10, 2026 for Hohl Industrial Services, Inc. for the above-referenced project. The project delay is due to the major equipment supply missing their delivery dates by seven (7) months. There are no ancillary costs associated with this request.

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

Thank you for considering this request.

10/27/2025
Consent

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

4. Resolution 2025-937

Stormwater Mapping Project – Phase 2 Town of Amherst Job # 2023.025A CRS #5898

The Engineering Department is requesting that the Town Board authorize the Town Supervisor to electronically sign the attached grant agreement for the Non-Agricultural

Nonpoint Source Planning/Municipal Separate Storm Sewer (MS4) Mapping Grant Program with the New York State Department of Environmental Conservation.

The total amount of the grant eligible project is $67,500.00 reimbursable by New York State Department of Environmental Conservation funding.

The local share funds in the amount of $7,500.00 for this MS4 mapping project shall be provided with in-kind services. This request is pending successful completion of the contract review process.

Thank you for considering this request.

10/27/2025
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2025-938

Approve Piggyback Contract for Mfg Playground Equipment CRS #5839

WHEREAS, the Youth & Recreation Department is requesting approval to piggyback on Sourcewell Contract #010521-LTS with Denzak Recreational Design & Supply Inc for Commercial Playground Manufacturer Equipment and

WHEREAS, the contract terms will be from February 15, 2021 through February 17, 2026.

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Denzak Recreational Design & Supply Inc; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System, CRS #5839 and the Town Attorney approval.

RESULT:	**WITHDRAWN**

2. Resolution 2025-939

Proforce Debris Blower Purchase - CRS #5861

The Youth & Recreation Department is requesting Town Board authorization for the purchase of Proforce Debris Blower from NYS Bid, Group 40625, Award 22792.

Therefore Be It Resolved, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5861) and the approval of the Town Attorney.

Thank you for your time and consideration!

10/27/2025
Consent

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

3. Resolution 2025-940

Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories CRS #5851

The Youth & Recreation Department is requesting Town Board authorization for the purchase of 52" Multiforce 26.5 HP Mower plus accessories from NYS Bid, Group 40625, Award 22792.

Therefore Be It Resolved, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5851) and the approval of the Town Attorney.

Thank you for your time and consideration!

10/27/2025
Consent

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

4. Resolution 2025-941

Purchase Toro 4000 Z Master Mower - CRS #5843

The Youth & Recreation Department is requesting Town Board authorization for the purchase of Toro 4000 Z Master Mower from NYS Bid, Group 40625, Award 22792.

Therefore Be It Resolved that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5843) and the approval of the Town Attorney.

Thank you for your time and consideration!

10/27/2025
Consent

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

5. Resolution 2025-942

Purchase 1St Products VC60 Vericutter - CRS #5865

The Youth & Recreation Department is requesting Town Board authorization for the purchase of equipment from Grassland Equipment & Irrigation Corp as the Exclusive Distributor and Authorized Dealer for Sole Source Provider - First Products, Inc., 164 Oakridge Church Road, Tifton, GA 31794 with letter attached under BID #2025040.

Therefore Be It Resolved, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5865) and the approval of the Town Attorney.

Thank you for your time and consideration!

RESULT:	**WITHDRAWN**

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2025-104

Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2220 Wehrle Drive.

10/27/2025
Referred to Planning & Town Attorney

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

2. Communication 2025-105

Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2220 Wehrle Drive.

10/27/2025
Referred to Planning & Town Attorney

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

3. Communication 2025-106

Notice of Claim: Danielle E. Kopcho Vs. Town of Amherst

10/27/2025
Referred to Town Attorney

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

4. Communication 2025-107

Notice of Claim: Nicholas M. Chrites Vs. Town of Amherst

10/27/2025
Referred to Town Attorney

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

5. Communication 2025-108

Notice of Claim: the Hanover Insurance Group Vs. Town of Amherst

10/27/2025
Referred to Town Attorney

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

6. Communication 2025-109

Notice of Claim: Keynone Cole Vs. Town of Amherst Et Al.

10/27/2025
Referred to Town Attorney

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

7. Communication 2025-110

Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst

10/27/2025
Referred to Town Attorney

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

8. Communication 2025-111

Amended Complaint: Bradley Ensminger Vs Town of Amherst Et Al.

10/27/2025
Referred to Town Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

XVII. SUSPENSION OF RULES

Supervisor Kulpa moved to open Suspension of Rules to bring forth 1 unlisted item. The motion was seconded by Deputy Supervisor Lavin and unanimously approved 5-0.

Suspension of Rules was opened at 8:45 PM.

There being no further business requiring Suspension of Rules, Supervisor Kulpa moved to close, seconded by Councilmember Berger and unanimously approved 5-0. Suspension of Rules was closed at 8:46 PM.

1. Resolution 2025-943

Resolution of Commitment to Accept Future Public Improvements (4300 Millersport Highway, SP-2022-03A

Suspension to Town Board Agenda of October 27, 2025

TO: The Honorable Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: October 23, 2025

RE: Resolution of Commitment to Accept Future Public Improvements (4300 Millersport Highway, SP-2022-03A)

WHEREAS, in reference to Correspondence from Sean Hopkins, Esq., to Town Board regarding 4300 Millersport Highway, TB-2025-93 that was on the Town Board agenda for September 30, 2025; and

WHEREAS, also regarding RES 2024-675 Resolution of Commitment to Accept Future Public Improvements (4300 Millersport Highway, SP02022-03A), which was on the August 19, 2024 Town Board agenda;

NOW, THEREFORE, BE IT RESOLVED, the Town Board gives consent to the Town Attorney to create a value and authorize the Supervisor to enter in to such agreement, pending the Town Attorney's approval/action/agreement.

10/27/2025
Deputy Supervisor Lavin made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

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

XVIII. PUBLIC EXPRESSION #2

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

3 minutes.

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:34 PM.

The following speakers addressed the Town Board:
Jina Gentry, 65 Bissell Dr - Resolution 2025-920
Chris Drongosky, Mill St - Resolution 2025-920
Tom Frank, 5403 Main St - Resolution 2025-898
Kelsey Cessario, 1755 Hopkins Rd - Resolution 2025-920

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 8:45 PM.

XIX. ADJOURNMENT

There being no further business to come before the Town Board, Supervisor Kulpa moved to adjourn, seconded by Councilmember Berger and unanimously approved 5-0. The Town Board meeting of October 27, 2025 was adjourned at 8:46 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31057 **RESOLUTION 2025-890** **HEARING CLOSED**

First Public Hearing for the Funding of the 2026 Community Development Program Annual Action Plan

1st public hearing for the Funding of the 2026 Community Development Program Annual Action Plan.

10/27/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:04 PM.

Laurie Stillwell, Community Development Director, presented.

The following speaker addressed the Board:
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:10 PM.

RESULT:	**HEARING CLOSED**

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30985 **RESOLUTION 2025-850** **HEARING CLOSED**

Capital Improvement Program (CIP) 2026-2031

The 2026-2031 CIP is available for viewing at the Planning Department, the Town Clerk's Office, and on the Town of Amherst Website (as part of the Town's Overall Budget). The 2026-2031 CIP can be found on the following link:

https://www.amherst.ny.us/pdf/comptroller/2026_supervisors/251001_proposed_2026_2031_cip.pdf

10/14/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Grace Conner, Amherst
Geri DiCosmo, 378 Meyer Rd
Bill Blake, 147 Fairlawn Rd
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 7:46 PM.

10/24/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 10:05 AM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Bill Blake, 147 Fairlawn Rd
Jane Cox, 4584 Harlem Rd
Andrea Morgante, Getzville
James, East Amherst

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 10:54 AM.

10/27/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by

Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:11 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Collen Bogdan, 108 Summershade Ct
Jane Cox, 4584 Harlem Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:57 PM.

FINANCIAL IMPACT:

tbd

RESULT:	**HEARING CLOSED**

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30984 **RESOLUTION 2025-851** **HEARING CLOSED**

Town of Amherst 2026 Budget

Presentation of the Supervisor's tentative budget without Town Board modifications for the fiscal year beginning January 1, 2026. The 2026 Budget is available for viewing at the Williamsville, Clearfield, Audubon, and Eggertsville-Snyder Libraries, the Comptroller's and Town Clerk's Offices, and on the Town of Amherst Website at the following link:

https://www.amherst.ny.us/pdf/comptroller/2026_supervisors/251003_2026_supervisor_operating_budget.pdf

10/14/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:05 PM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Grace Conner, Amherst
Geri DiCosmo, 378 Meyer Rd
Bill Blake, 147 Fairlawn Rd
Matt Plunkett, 299 Northill Dr

There were no further speakers from the public, therefore Supervisor Kulpa moved to adjourn the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was adjourned at 7:46 PM.

10/24/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 10:05 AM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Bill Blake, 147 Fairlawn Rd
Jane Cox, 4584 Harlem Rd
Andrea Morgante, Getzville
James, East Amherst

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 10:54 AM.

10/27/2025

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

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, Getzville
Collen Bogdan, 108 Summershade Ct
Jane Cox, 4584 Harlem Rd

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:57 PM.

FINANCIAL IMPACT:

tbd

RESULT:	**HEARING CLOSED**

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 30781 **RESOLUTION 2025-702** **ADJOURNED**

Adoption of Local Law to Amend the Zoning Map (2577 Millersport Highway, Z-2025-02)

DRAFT RESOLUTION
October 14, 2025

RESOLVED, that pursuant to 6NYCRR Part 617 (SEQR) and Town Code Section 104, as amended, that the requirements of SEQR are complete, and be it further

RESOLVED, that pursuant to NYS Town Law Sec.272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of August 18, 2025 that the proposed General Business District (GB) zoning at 2577 Millersport Highway is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and be it further

RESOLVED, that in accordance with Section 203-8-3 of the Town Code (Zoning), the Town Board adopts Local Law (#_____) to amend the Town Zoning map subject to the following conditions as recommended by the Planning Board:

1. That deed restrictions be filed that provide and maintain greenspace and landscape buffers measuring 25 feet along the adjacent residential zoning to the east and south of the subject site.

8/18/2025
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was opened at 7:06 PM.

Attorney Jeffery Palumbo presented.

The following individual spoke:
Melissa Semidey Finley, Esq. on behalf of the Collins Court Neighborhood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close the hearing and set a decision date for the September 15th Town Board meeting, seconded by Councilmember Berger and unanimously approved 5-0. The public hearing was closed at 7:19 PM.

9/15/2025
Deputy Supervisor Lavin made a motion to table, seconded by Councilmember Szukala and unanimously approved 4-0.

9/30/2025

Deputy Supervisor Lavin made a motion to adjourn to the October 14th meeting, seconded by Councilmember Berger and unanimously approved 4-0.

10/14/2025
Supervisor Kulpa made a motion to adjourn to the October 27th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

10/27/2025
Supervisor Kulpa made a motion to adjourn to the November 10th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

11/10/2025
Supervisor Kulpa made a motion to adjourn to the December 15th meeting, seconded by Councilmember Berger and unanimously approved 5-0.

RESULT:	**ADJOURNED [UNANIMOUS]**	**Next: 11/10/2025 7:00 PM**
MOVER:	Brian J. Kulpa, Supervisor	
SECONDER:	Jacqualine Berger, Councilmember	
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci	

Amherst
Town of Amherst Planning Department
Erie County, New York

Brian J. Kulpa
Supervisor

Daniel C. Howard, A
Planning Directo

Daniel J. Ulatowski, A
Assistant Planning Dir

Town Board Agenda of August 18, 2025

August 8, 2025

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

Subject: Request to rezone 1.41± acres of land from Neighborhood Business District (NB) to General Business District (GB); property located at 2577 Millersport Highway, Jefferey Palumbo Petitioner. (**Z-2025-02**).

Honorable Members:

The subject property is a 1.41± acre trapezoidal parcel that has 191.24± ft of frontage along Millersport Highway and a depth of 468.59± ft. The property is located on the East side of Millersport Highway approximately 180± feet north of the intersection of Campbell Boulevard/Stahl Road/Millersport Highway.

Millersport Highway is a New York State highway, designated as a major arterial in Figure 9 of the Town of Amherst Bicentennial Comprehensive Plan.

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

The purpose of this request to allow the petitioner to redevelop an existing vacant commercial restaurant building into a quick-service drive-through restaurant.

The subject site was zoned Neighborhood Business District (NB) with the adoption of the Town wide Zoning Map & Ordinance on January 19, 1976.

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

INTENT AND OBJECTIVES OF THE COMPREHENSIVE PLAN

The subject request is consistent with Chapter 5 (Economic Development) in that the development will maintain the Town's tax base. Additionally, the subject request is consistent with Chapters 6-Transportation and 7-Infrastructure as the proposed development would not significantly alter traffic patterns and would not stress existing storm or waste water services.

INTENT AND OBJECTIVES OF THE ZONING ORDINANCE

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Honorable Town Board

Rezone 1.41± acres of land from NB to GB;
property located at 2577 Millersport Highway
Agenda of August 18, 2025

CONSISTENCY/COMPATIBILITY WITH SURROUNDING DEVELOPMENT/ZONING

The mixed nature of the surrounding development indicates that the proposed commercial dining with quick-service drive-thru would be a compatible use at this location. The site is situated adjacent to an auto dealership located to the north and to the west zoned Commercial Services District (CS), General Business (GB), and New Community District (NCD). To the south is commercial retail zoned NB. To the east is a single-family subdivision zoned residential District Three (R-3). The existing building is proposed to be redeveloped to include a 13-car drive-thru stacking lane with landscape screening along the south and west property lines.

ADEQUATE SERVICES AND UTILITIES

All services and utilities necessary for the proposed rezoning are available and adequate at the subject location. This is an Unlisted action, and an environmental assessment consistent with SEQR has been prepared for the subject proposal.

RECOMMENDATION

The Planning Board at their meeting of June 26, 2025 held a public hearing on the subject rezoning request and recommended that the Town Board find that pursuant to Local Law #3-82, as amended, the requirements of SEQR have been completed and that the subject request will not have a significant adverse effect on the environment. The Planning Board also recommended that the subject rezoning request be approved subject to a condition that the easterly proposed green space remain as a greenspace buffer in perpetuity. The limits of the buffer were not quantified by the Board and should be established if the condition is imposed. It is this departments recommendation that a minimum of a 50foot buffer be established and that it be deed restricted to greenspace and landscaped area only.

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

Very truly yours,

Daniel C. Howard, AICP
Planning Director

DH/JQ/ac
Att.
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_TB_Letter_08182025.docx
cc: Steven B. Bengart, Town Attorney
Jeffrey D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
Patrick Sheedy, JR., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203
Jonathan Bevilacqua, Bevilacqua Development, 9332 Transit Road, Suite B, Amherst, NY 14051

Planning Board Approval June 26, 2025
Ayes 4; Noes 1 (Gill); Absent 2 (Kahn, Raffaele)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-02

PETITIONER

Bevilacqua Development
c/o Jeffery Palumbo, Esq.
Block, Longo, LaMarca & Brzezinski, P.C.
9276 Main Street, Suite 3
Clarence, NY 14031

PROPERTY LOCATION

2577 Millersport Highway

JUL 3 2025 AM

WHEREAS the Town of Amherst Planning Board on Thursday, June 26, 2025 held a public hearing on the proposed rezoning of land from Neighborhood Business District (NB) to General Business District (GB), and

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

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

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

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

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

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

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

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

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

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST
PLANNING BOARD
ZONING RESOLUTION
Z-2025-02

PETITIONER

Bevilacqua Development

PROPERTY LOCATION

2577 Millersport Highway

JUL 3 2025 AM 4

NOW THEREFORE BE IT RESOLVED that the Planning Board recommends to the Town Board in accordance with Section 8-3-4 of the Zoning Ordinance, that the rezoning request be approved, subject to the easterly proposed green space remaining as a greenspace buffer in perpetuity.

The foregoing resolution was adopted by the Town of Amherst Planning Board, June 26, 2025; moved by Penberthy; seconded by Davis; ayes 4; noes 1 (Gill); absent 2 (Kahn, Raffaele).

Michael J. Chmiel, Planning Board Chair

7/2/25
Date

DU/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_resolution_06262025.doc
cc: Town Clerk
Commissioner of Building
Highway Superintendent
Town Engineer
Traffic/Safety Coordinator
Jeffery Palumbo, Block, Longo, LaMarca & Brzezinski, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST PLANNING DEPARTMENT

Application for Rezoning

For Official Use

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

Address Verified by Assessor's Office _____ VERIFIED BY DATE

Application Received by Planning Department _____ ACCEPTED BY DATE

Materials Checked by Zoning Enforcement Officer _____ CHECKED BY DATE

Materials & Fee Paid to Town Clerk _____ ACCEPTED BY DATE

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

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TO BE COMPLETED BY APPLICANT

1. **Petitioner:**

Name: Jeffery D. Palumbo, Esq. for Bevilacqua Development, LP

Address: 9276 Main Street, Suite 3

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 317-0629 Fax (716) 854-0059

E Mail: jpalumbo@blockandlongo.com

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

From: Neighborhood Business (NB) District

To: General Business (GB) District

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

2577 Millersport Hwy, Amherst, NY 14068

SBL #: 41.15-1-18

4. **Area of land to be rezoned** (in acres): 1.41 acres

5. **Owner of Land:**

Name: ANTHONY J SCIOLI III

Address: 115 Golden Pheasant Dr .

Getzville (City) NY (State) 14068 (Zip Code)

Phone: (716) 433-4747

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

Name: Jeffery D. Palumbo, Esq.

Address: 9276 Main Street, Suite 3

Clarence (City) NY (State) 14031 (Zip Code)

Phone: (716) 317-0629 Fax

E Mail: jpalumbo@blockandlongo.com

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

X Option to purchase
_____ Owner
_____ Other (explain) _____

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

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

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

11. **Information on proposed project:**

A. Description of the character of the proposed development:
A modern, quick-service coffee restaurant serving customers in both an indoor cafe area and via a drive-through. The coffee restaurant will utilize the existing building footprint and add a drive-through lane with order board. Significant vegetative screening is planned as a buffer for surrounding properties.

B. Rationale for rezoning request:

1. Why was this site chosen? (1) Prime location on a major thoroughfare (2) Suitability for quick-service coffee with drive-through. The business model depends on the ability to serve customers rapidly during peak morning hours. (3) Consistency with surrounding commercial development with drive-thrus; (4) Existing restaurant use on the site

2. Why cannot land be used with the existing zoning?
Drive-thrus are not permitted in the NB zoning district, despite the site's close proximity to the GB District directly across Millersport Hwy and to another drive-thru at Burger King less than 500 feet away, also located in the NB district.

3. How will this rezoning impact surrounding properties? Positively, as it will provide additional options for amenities to a commercial area and create jobs. Any impacts resulting from the new land use are mitigated by screening and by its similarity to neighboring uses.

4. How will this rezoning impact the school system? Increase tax revenue, no increase in demand on the school system.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

12. Quantitative Data:

A. Total # of dwelling units: 0

B. Distribution of dwelling units by type: N/A

C. Gross Residential Density per acre: N/A

D. Total amount of Open Space: 0.5 acres +/-

E. Proposed Non-Residential Floor Area: 3,100 sq. ft.

13. Development Schedule:

Start: Q3 2025

Finish: Q4 2025

Stages (# of): 1

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

The quick-serve coffee restaurant will be sold or leased to the final operator.

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

The 30-foot green space buffer on the east end of the parcel, which will be improved with additional landscaping, is required to remain in place by a prior condition of approval.

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

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

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

Please comprehensive plan consistency statement attached hereto as Exhibit B.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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

   Cite all text, maps, or figures that must be amended to support the proposed zoning at this location (attach pages as necessary) and provide detailed suggested amendments.
   None in the Comprehensive Plan. The Zoning Map will need to be amended.

3. State why the proposed zoning is consistent with intent and objectives (Sec. 1-2-2) of the Zoning Ordinance:
   See consistency statement attached hereto as Exhibit B.

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

1. Sanitary Sewer Available on site.
2. Storm Sewer/Drainage Available on site.
3. Water Available on site.
4. Other

C. Compatibility with the present zoning and conforming uses of nearby property and with the character of the neighborhood:
The proposed zoning and land use are in harmony with the surrounding land commercial uses, several of which also include restaurants and drive-thrus, and in harmony with the GB district directly across Millersport Hwy.

D. Suitability of the subject property for uses permitted by the current versus the proposed district: While previously utilized successfully as a restaurant under the current NB (Neighborhood Business) zoning, operating a competitive quick-service restaurant at this location now requires a drive-through due to market trends, indicating the property's functional suitability aligns better with the uses permitted in the GB district.

E. Whether the proposed change tends to improve the balance of uses, or meets a specific demand in the Town:
The proposed rezoning facilitates the revitalization of this existing commercial property, allowing a use better aligned with evolving commercial market trends along a major thoroughfare. This aligns with the Town's Comprehensiv Plan objectives to encourage reinvestment in older commercial corridors and redevelop underutilized properties for economically viable purposes, thereby helping to maintain a strong commercial base. (Section 3.3.2)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

17. The petitioner encloses herewith the sum of $ 1,265 to pay the fee, and consents to the placement of a sign(s) at the described location identifying this request for a period of time to be determined by the Town Clerk.

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

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

Signature of Petitioner

Subscribed and sworn to before me this 16 *day of* May, 20 25

Notary Public, Erie County, New York

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

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

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

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

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

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

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

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Short Environmental Assessment Form
Part 1 - Project Information

Instructions for Completing

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

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

Part 1 – Project and Sponsor Information

Name of Action or Project:
Proposed Drive-Thru

Project Location (describe, and attach a location map):
2577 Millersport Highway [SBL: 41.15-1-18]

Brief Description of Proposed Action:
Proposed rehabilitation of the existing 3,000 sf restaurant building on site to include the installation of a drive-thru with associated site improvements including removal of the rear parking area to accommodate the drive-thru lane.

Name of Applicant or Sponsor:	Telephone: 716-691-7444
Bevilacqua Development, L.P.	E-Mail: jbevilacqua@bdvlp.com

Address:
9332 Transit Road, Suite B

City/PO:	State:	Zip Code:
East Amherst	NY	14051

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

3. a. Total acreage of the site of the proposed action? 1.4 acres
   b. Total acreage to be physically disturbed? 0.3 acres
   c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 1.4 acres

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

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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

	NO	YES	N/A
5. Is the proposed action,			
a. A permitted use under the zoning regulations? [a restaurant is a permitted use, a restaurant with drive through is not in the NB zoning district. Refer to variance application]	☐	☑	☐
b. Consistent with the adopted comprehensive plan?	☐	☑	☐

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

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

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

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

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

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

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

	NO	YES
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	☑	☐
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☑	☐
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____		

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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

☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional
☐ Wetland ☐ Urban ☑ Suburban

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

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

Applicant/sponsor/name: Patrick Sheedy Jr, PE - Carmina Wood Design Date: 11/27/24

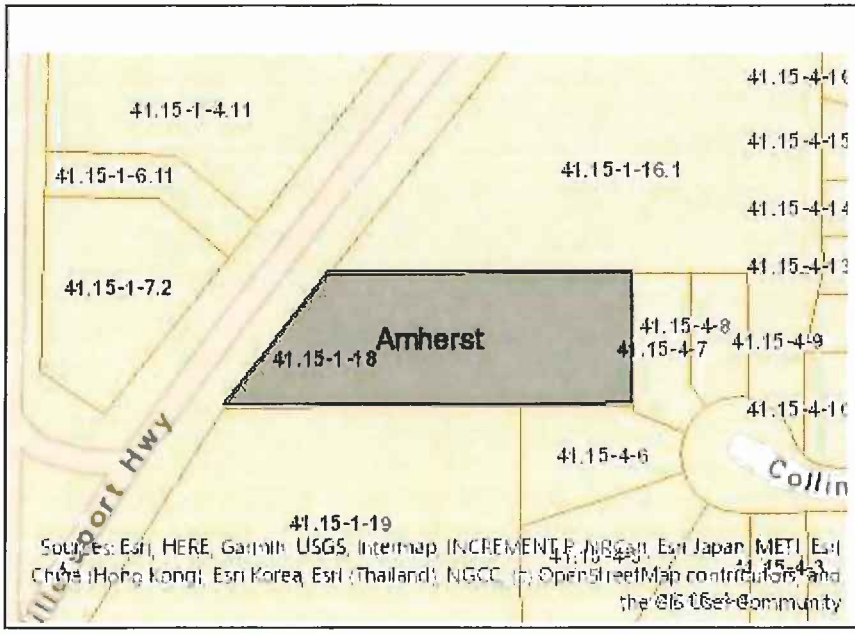
Signature: Title: engineer on behalf of the applicant

PRINT FORM

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EAF Mapper Summary Report

Wednesday, November 27, 2024 12:13 PM



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



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

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST ATTACHMENT
State Environmental Quality Review
ENVIRONMENTAL ASSESSMENT FORM

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

Soil Name	Shallow excavations	Dwellings without basements	Dwellings with basements	Small commercial buildings	Local roads and streets
Cosad loamy fine sand	✔				

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

_____ Geotechnical report attached ✔ Not applicable

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

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

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

5. Location and size of real property owned by petitioner within one (1) mile of subject proposal:
1.4 acres [2577 Millersport Hwy]

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

Describe_____

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

7. Maximum number of vehicular trips to be generated per hour upon completion of project 51
Source: ITE trip generation

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

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

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

1,375 average flow 6,050 peak flow.

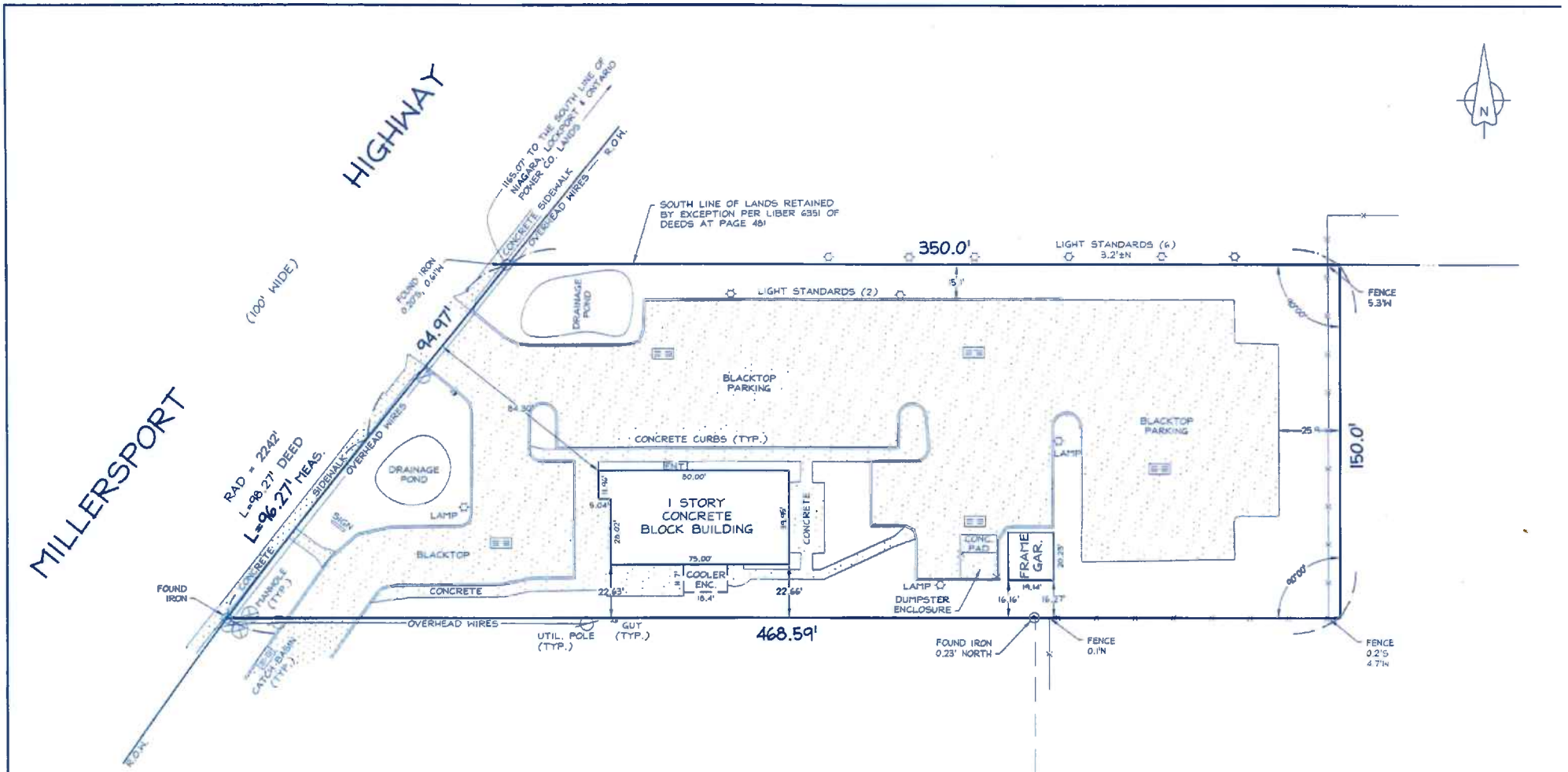
(Please note that average flows of 2,500 gpd or greater will require an Engineer's Report that includes a detailed downstream sewer capacity analysis and the identification of and commitment to required I/I offset work during peak wastewater flow conditions.)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT A

BOUNDARY SURVEY



84 Sweeney Street, Suite C-13 North Tonawanda, NY 14120
Phone: (716) 692-0800 fax: (716) 389-0491 www.nussclarke.com
NUSSBAUMER & CLARKE, INC.
ENGINEERS AND SURVEYORS
EST. 1933
Successors to the records of James L. Shisler, Land Surveyor
Successors to the records of Graf Land Surveyors

THIS MAP IS NOT VALID WITH AN AFFIDAVIT OF NO CHANGE
NO IRONS SET OR FOUND AT PROPERTY CORNERS UNLESS NOTED HEREON.

This survey was prepared without the benefit of an abstract of title and is subject to any state of facts that may be revealed by an examination of such.

Unauthorized alterations or additions to any survey, drawing, design, specification, plan or report is a violation of section 7209, provision 2 of the New York State Education Law.

BOUNDARY SURVEY
No. 2577 Millersport Highway
Part of Lot 63, Township 12, Range 7
Holland Land Company's Survey
Town of Amherst
County of Erie, State of New York
Date of Survey: 9/16/20214 SBL No. 41.15-1-18

Project No.: 24J4-0336
Scale: 1" = 40'

John F. Raimondo, P.L.S.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT B

COMPREHENSIVE PLAN & ZONING CONSISTENCY STATEMENT

Block, Longo, LaMarca
& Brzezinski, P.C.
ATTORNEYS | SINCE 1933

9276 Main Street, Ste. 3
Clarence, NY 14031
P (716) 320-3150
F (716) 854-0059

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

MEMORANDUM

TO: Members of the Amherst Planning Board

FROM: Jeffery D. Palumbo, Esq.

DATE: May 9, 2025

RE: Comprehensive Plan & Zoning Consistency Statement
Rezoning 2577 Millersport Hwy from NB to GB

I. Consistency with the Comprehensive Plan

The proposed rezoning of the property at 2577 Millersport Highway from Neighborhood Business (NB) to General Business (GB) is consistent with the adopted Town of Amherst Bicentennial Comprehensive Plan (the "Plan"). The Plan is intended as a policy guide for managing growth and change, including rezoning requests, and explicitly aims to achieve **revitalized older neighborhoods and commercial corridors** (Section 2.3, Page 2-6) (Section 3.2, Page 3-4) (Section 11.2, Page 11-3). A key objective of the Land Use and Development Element is to **advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses** (Section 3.2, Policy 3-9, Page 3-16).

The former owner of the facility, previously a Nina's Custard restaurant without a drive-through, has stated in his letter to the ZBA dated March 19, 2025 (attached hereto as **Exhibit 1**), that the property is functionally obsolete as a quick-service restaurant without a drive-through due to market trends. The proposed GB zoning, permitting a quick-service restaurant with a drive-through as of right, aligns with the Plan's intent to enable **reinvestment and economically viable uses** on existing commercial sites (Section 3.2, Policy 3-9, Page 3-16) (Section 11.4, Page 11-9), thereby contributing to the Town's strong commercial base by helping to sustain the nonresidential tax base (Section 5.0, Overview, Page 5-1) (Section 11.4, Page 11-9). Policy 3-15 explicitly states that **rezonings should help implement Comprehensive Plan policies, such as advancing the revitalization of underutilized or obsolescent properties** (Policy 3-9). While the Plan references areas along Millersport Highway, its broader goals for revitalizing commercial corridors (Section 2.3, Page 2-5) (Section 3.2, Page 3-4) and enabling economically viable uses on underutilized properties (Section 3.2, Policy 3-9)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

support the proposed zoning change at this location on a major commercial suburban thoroughfare to facilitate needed reinvestment (Section 2.3, Page 2-5).

Additionally, Figure 6, the Conceptual Land Use Plan, clearly places the subject parcel's location in a "Commercial / Mixed Use" area. The Plan categorizes commercial areas by "form" (Traditional or Suburban) and "type" (Center or Corridor), recognizing that these areas require different approaches to revitalization and development (Section 3.3.2, Page 3-33) (Section 3.3.2, Page 3-36). The proposed rezoning of 2577 Millersport Highway from NB to GB is consistent with the "suburban" form of commercial development envisioned in the Plan for several reasons.

Millersport Highway, as a major thoroughfare (Source 4), aligns with the description of a "suburban corridor" (Section 3.3.2, Page 3-38) (Section 6.2, Page 6-8) (Section 130) that is often **automobile-oriented** (Section 3.3.2, Page 3-33) (Section 130) and may have **larger parcels connected by higher speed thoroughfares without many walkable connections** (Section 3.3.2, Page 3-34) (Section 90). Moreover, the subject site is part of the "Getzville Plaza" under the Conceptual Land Use Plan (Figure 6-A), which is classified as a "**Suburban Center**." A key objective of the Plan for these Suburban Centers and Corridors is **revitalization through reinvestment, redevelopment, or retrofitting existing buildings/sites** (Section 3.3.2, Page 3-33). The proposed GB zoning allows a quick-service restaurant with a drive-through as of right, which the former owner suggests is a necessary adaptation due to current market trends for the property to be economically viable. This directly supports the Plan's policy to **advance the redevelopment and revitalization of underutilized or obsolescent properties for economically viable uses** (Section 3.2, Policy 3-9) (Section 11.4) within these corridors, contributing to the maintenance of a strong commercial base (Section 5.0, Overview, Page 5-1) (Section 11.4).

Furthermore, the Plan suggests that **"land intensive commercial uses that include automobile-related uses"** should be located within existing centers along arterial and collector highways designated as suburban and commercial corridors (Section 3.3.2, Page 3-43). A quick-service restaurant with a drive-through is an automobile-oriented use, making its location on Millersport Highway, a major suburban arterial in a "Commercial" area (Figure 6) and a "Suburban Center" (Figure 6-A), highly consistent with this guidance. While the Plan does indicate a desire to **reduce future new commercial development** in some areas along Millersport Highway north of North French Road (Section 3.3.2, Page 3-43), the subject property is located south of this area, where the focus is on **reinvestment and revitalization of existing commercial sites** (Section 2.3) (Section 3.2) (Section 11.2). The presence of multiple drive-through facilities nearby (Burger King at 2515 Millersport Hwy and Tim Hortons at 2290 Millersport Hwy) further indicates that this type of facility is consistent with the existing character of this specific suburban commercial corridor segment of Millersport Highway and the Getzville Plaza suburban center.

II. Consistency with the Zoning Ordinance Intent & Objectives (Sec. 1-2-2)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

The proposed rezoning of the property at 2577 Millersport Highway from NB (Neighborhood Business) to GB (General Business) to allow a quick-service restaurant with a drive-through facility is consistent with the stated "Intent and Objectives" of the Town of Amherst Zoning Code, as outlined in Section 1-2-2.

The purpose of the Zoning Ordinance is to promote the public health, safety, convenience, comfort, prosperity, and general welfare by regulating land use in districts **generally consistent with the policies of the Comprehensive Plan**. Section 1-2-2 lists specific objectives to achieve this purpose.

Several of these objectives are advanced by the proposed rezoning:

- **Objective 1-2-2(A):** "To protect the character and values of residential, institutional and public uses, business, commercial and manufacturing uses and to insure their orderly and beneficial development". The property is located in a commercial area on a major thoroughfare. Rezoning from NB to GB allows a quick-service restaurant with a drive-through as of right. The former owner indicated the property is functionally obsolete as a quick-service restaurant without a drive-through in the current market. Permitting a drive-through is argued to be necessary for the business's economic viability, thereby enabling the "beneficial development" of this commercial property and allowing it to remain competitive within the commercial corridor and contribute to maintaining the Town's strong commercial base. While there is a debate about whether adding a drive-through to an existing restaurant is a change in essential use or an operational modification requiring a use or area variance respectively vs, the rezoning to GB resolves this by permitting the specific type of establishment outright, facilitating its "orderly and beneficial development" within a district where this type of commercial activity is intended.

- **Objective 1-2-2(K):** "To guide the future development of the town so as to bring about the gradual conformity of land, structures and uses generally consistent with the policies of the Comprehensive Plan". The Comprehensive Plan is intended to guide development and decision-making, including rezoning requests. The Plan's policies aim to achieve **revitalized older neighborhoods and commercial corridors** and **advance the redevelopment and revitalization of underutilized, obsolete, and vacant properties for economically viable uses** (Policy 3-9, Page 3-26). The proposed rezoning facilitates the redevelopment of an underutilized, obsolete commercial property into an economically viable use, which is consistent with the Plan's policies for reinvestment and revitalization in commercial corridors. Millersport Highway is recognized as a suburban corridor where **land intensive commercial uses that include automobile-related uses** are appropriate in designated locations. The rezoning enables such an automobile-oriented use on an existing commercial site, aligning future development on this property with the Plan's vision for suburban commercial corridors.

- **Objective 1-2-2(L):** "To accomplish the specific intents and goals set forth in the introduction to the respective sections". This refers to the underlying goals of the different zoning districts and Plan elements. By allowing a competitive and economically viable commercial use (restaurant with drive-through) in a commercial district on a major corridor, the rezoning supports the broader goal of maintaining a **strong tax base** and ample economic opportunities, which is a specific intent of the Zoning Ordinance and Comprehensive Plan.

While other Zoning objectives like providing adequate open space, preventing overcrowding, and protecting neighborhood character are also listed, these aspects relate more directly to the specific **site design** and would be addressed during the Site Plan Review process following a rezoning. The rezoning itself, by moving the property to the GB district where a drive-through restaurant is a permitted use, allows the applicant to pursue a project deemed economically necessary and consistent with the type of development envisioned for suburban commercial corridors in the Comprehensive Plan, thereby aligning the property's potential use with the broader intent of the Zoning Code to guide beneficial commercial development consistent with the Plan.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT 1

Letter from former Owner of 2577 Millersport Hwy (Nina's Custard)

March 19, 2025

Town of Amherst Zoning Board of Appeals
5583 Main Street
Williamsville, New York 14221

Anthony Scioli III.
5780 South Transit Road
Lockport, New York 14094

To Whom it May Concern:

I have owned and operated Nina's Custard at 2577 Millersport Highway since 1990. This past year, we made the difficult decision to close the restaurant due to increasing challenges in competing with modern quick-service establishments that offer drive-thru service. The trend in the food service industry has shifted away from dine-in options for fast-casual restaurants, as many families are often on the go and prefer the convenience of drive-thru service.

Based on my experience, I believe it would be extremely difficult for any operator to successfully run a restaurant at this location without a drive-thru facility. Several competing businesses in the immediate vicinity have drive-thru service, putting this property at a disadvantage. Looking back, I regret not incorporating a drive-thru when I originally built the restaurant, as it would have allowed us to remain competitive with newer establishments along Millersport Highway.

The property has ample green space and a substantial buffer from nearby residential areas. Additionally, the traffic impact of a drive-thru would be minimal compared to the approximately 18,000 vehicles that already travel along Millersport Highway daily. Without the ability to add a drive-thru, the building's functional use will likely become obsolete.

For these reasons, I respectfully request that you consider this letter in support of a variance to allow a drive-thru facility at this location.

Sincerely,

Anthony Scioli III

Anthony Scioli III.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT C

DRAFT LOCAL LAW

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

LOCAL LAW NO. _____-201

TOWN OF AMHERST
COUNTY OF ERIE, STATE OF NEW YORK

A LOCAL LAW AMENDING CHAPTER 203 OF THE TOWN OF AMHERST CODE, KNOWN AS THE ZONING ORDINANCE, TO REZONE 2577 MILLERSPORT HWY, AMHERST, NY 14068 FROM NB TO GB AND TO AMEND THE ZONING MAP ACCORDINGLY.

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

Section 1. Title.

This Local Law shall be referred to as, "A Local Law Amending Chapter 203 of Town of Amherst Code, Known As The Zoning Ordinance, to Rezone 2577 MILLERSPORT HWY, AMHERST, NY 14068 from NB to GB zoning and Amend The Zoning Map Accordingly."

Section 2. Legislative Findings and Intent.

The Town Board of the Town of Amherst finds that an application to rezone 2577 MILLERSPORT HWY, AMHERST, NY 14068 from NB to GB zoning has been filed and is in proper order. The Town Board further finds that the rezoning is consistent with the Comprehensive Plan.

Section 3. Amherst Zoning Map.

The Town Board hereby amends its zoning map which is incorporated by reference in the Town zoning code by amending from NB to GB the zoning of _____, **subject to any conditions imposed by the authorizing resolution;** legally described as follows:

Section 4. Validity.

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

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

Section 5. Effective Date.

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

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

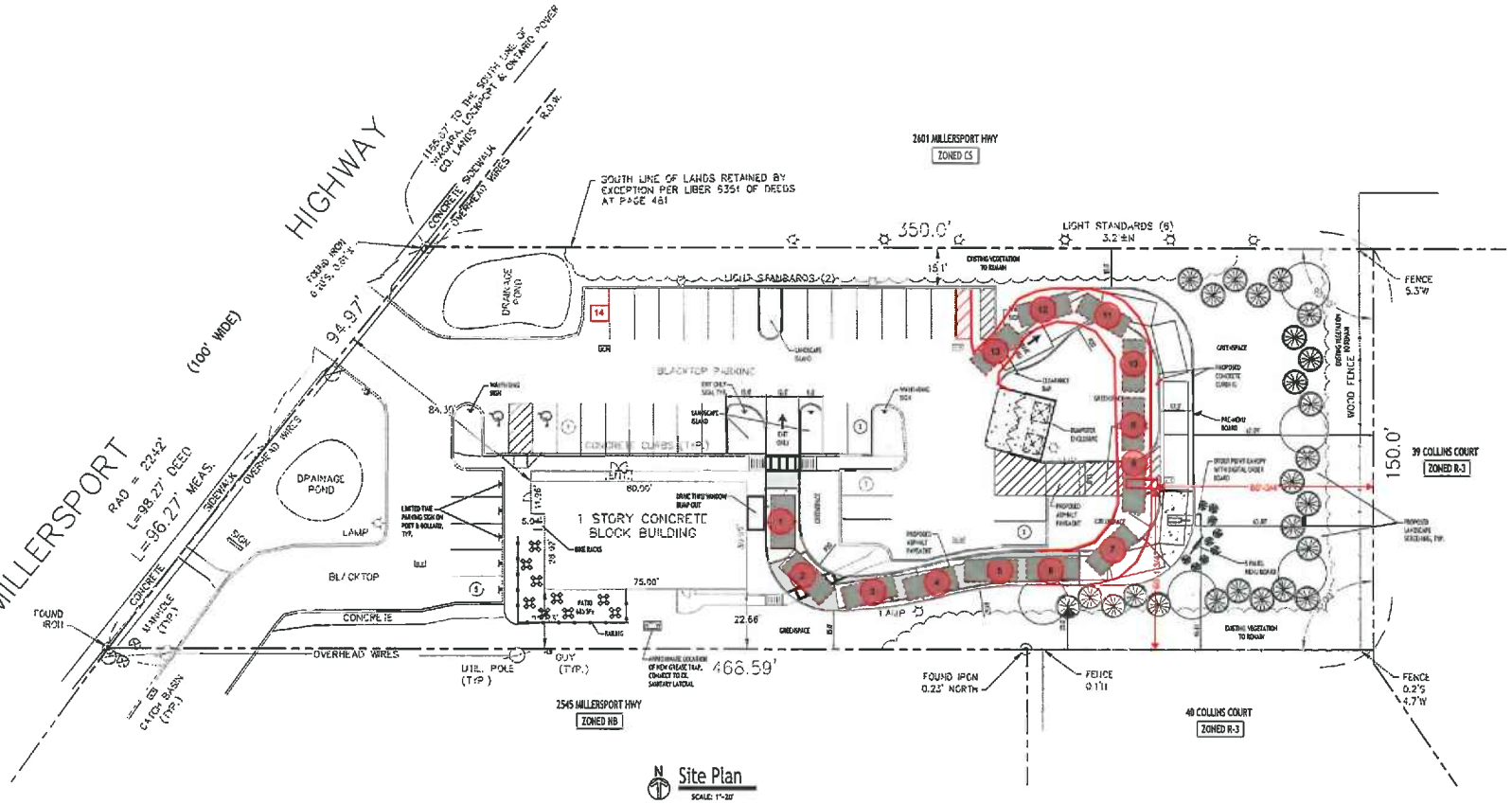
X:\Current_Planning\Files\Rezonings\Fonns\Local Law (Master).doc

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT D

SITE DRAWINGS
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)



© CARMINA WOOD DESIGN

Site Data

SITE AREA = 0.4 AC±
ZONED: NB (NEIGHBORHOOD BUSINESS DISTRICT)
USE: PROPOSED DINE-THRU RESTAURANT

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	20 FT.	84.30 FT. MIN. (EX.)
FRONT (FROM ℄ OF MILLERSPORT HWY)	145 FT.	134.30 FT. MIN. (EX.)
SIDE (ABUT. RES./ NON-RES.)	15 FT. / 0 FT.	22.66 FT. MIN. (EX.)
REAR (ABUT. RES./ NON-RES.)	30 FT. / 15 FT.	> 30 FT. (EX.)
SETBACKS - PARKING		
FRONT	20 FT.	> 20 FT.
SIDE (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	25.0 FT. MIN.
REAR (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	> 25 FT.
TOTAL VEHICLE SPACES	14	36
DRIVE THRU STACKING	10	15
LOCATION OF SPEAKER FROM RES.	100 FT.	46.84 FT. *
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (0.020 AC)	> 5%
OVERALL:	N/A	> 10%

*VARIANCE REQUIRED

PARKING CALCULATION (per Section 203-7 F (4))

RESTAURANT
1 space per 3 seats = 35 seats / 3 = 11 spaces
1 space per 100 sf customer area = 1,200 sf / 100 = 15 spaces

TOTAL REQD = 11 + 15 = 14 SPACES REQD

LATEST PROPOSED DRIVE-THROUGH LAYOUT
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)

SITE LEGEND
PROPERTY LINE
PROPOSED SIDEWALK / CONCRETE PAD
NUMBER OF PARKING SPACES
PROPOSED SIGN
PROPOSED ACCESSIBILITY VEHICLE PARKING SIGN
PROPOSED LIGHT POLE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

0' 20' 40' 80'

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

REVISIONS:
No. Description Date
1 Rev. per Town comments 2/7/25

PRELIMINARY
NOT FOR CONSTRUCTION

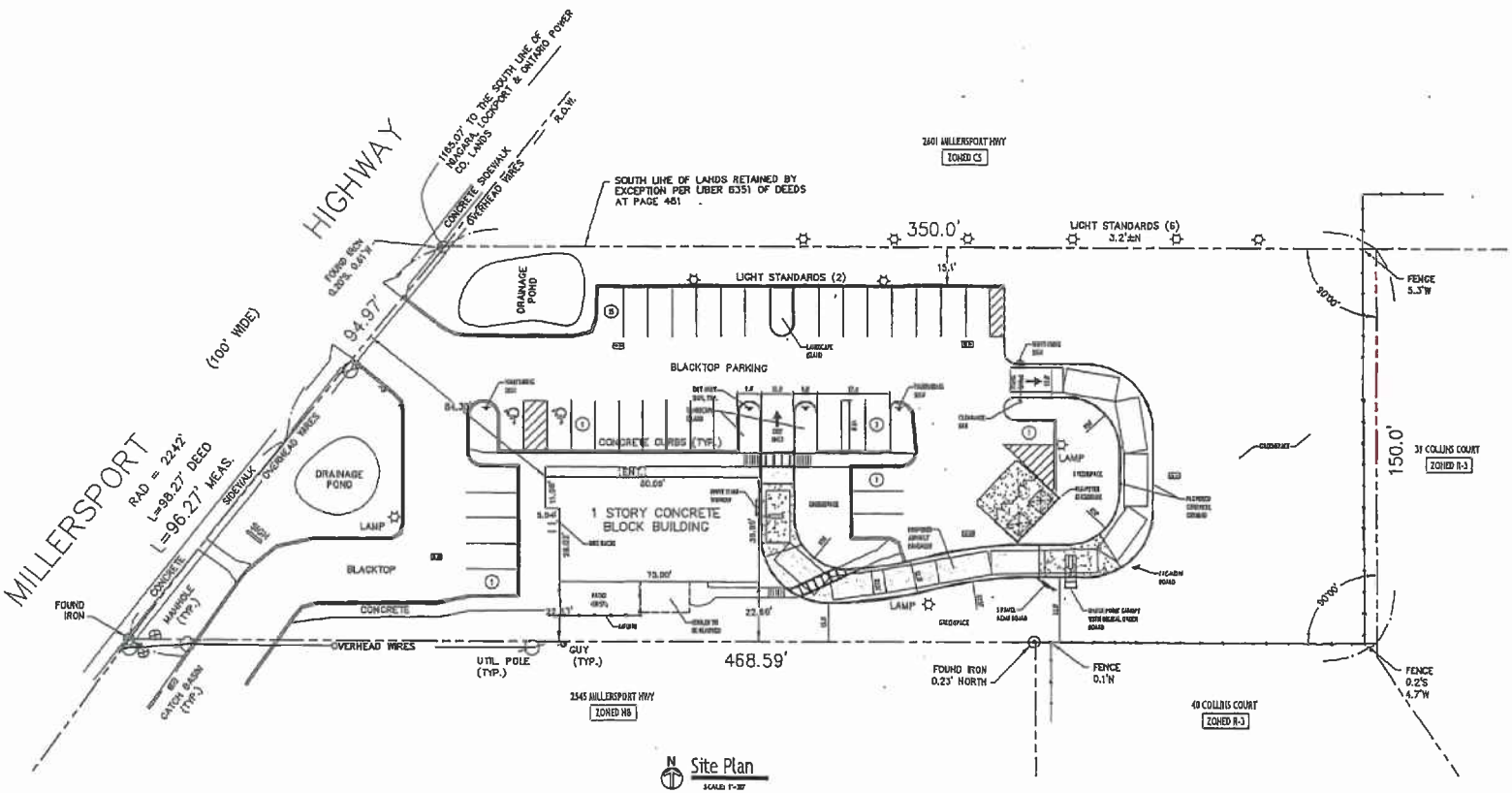
DRAWING NAME:
Site Plan
Concept

Date:
Drawn By: F
Scale:

DRAWING NO.
C-100

Project No: 24-4xxx

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -



Site Data

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	30 FT.	64.36 FT.±N. (EX.)
FRONT STEPS & OF MILLERSPORT HWY	115 FT.	61.36 FT.±N. (EX.)
SIDE (NORTH, WEST / NON-RES.)	15 FT. / 10 FT.	22.63 FT.±N. (EX.)
REAR (NORTH, WEST / NON-RES.)	20 FT. / 15 FT.	+ 20 FT. (EX.)
SETBACKS - PARKING		
FRONT	10 FT.	+ 10 FT.
SIDE (NORTH, WEST / NON-RES.)	25 FT. / 15 FT.	25.8 FT.±N.
REAR (NORTH, WEST / NON-RES.)	25 FT. / 15 FT.	+ 15 FT.
TOTAL NO BICYCLE SPACES	2	26
STACKING SPACES	10	12
GREEN SPACE		
EXISTING PARKING GREENSPACE:	7% (4,470 SQ	16.1% (10,400 SQ
OVERALL:	30%	51.4% (33,179 SQ

PARKING CALCULATION (per Section 103-7.3.4.A)

ACTUAL USE

1 space per 3 seats = N seats / 3 = X spaces

1 space per 100 sf customer area = 0 sf / 100 = 0 spaces

ROOM, BOWL + 2 + 1 = 3 PACKS MORE

ORIGINAL SITE PLAN

CARMINAWOOD DESIGN

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

PRELIM
NOT FOR CONSTRUCTION

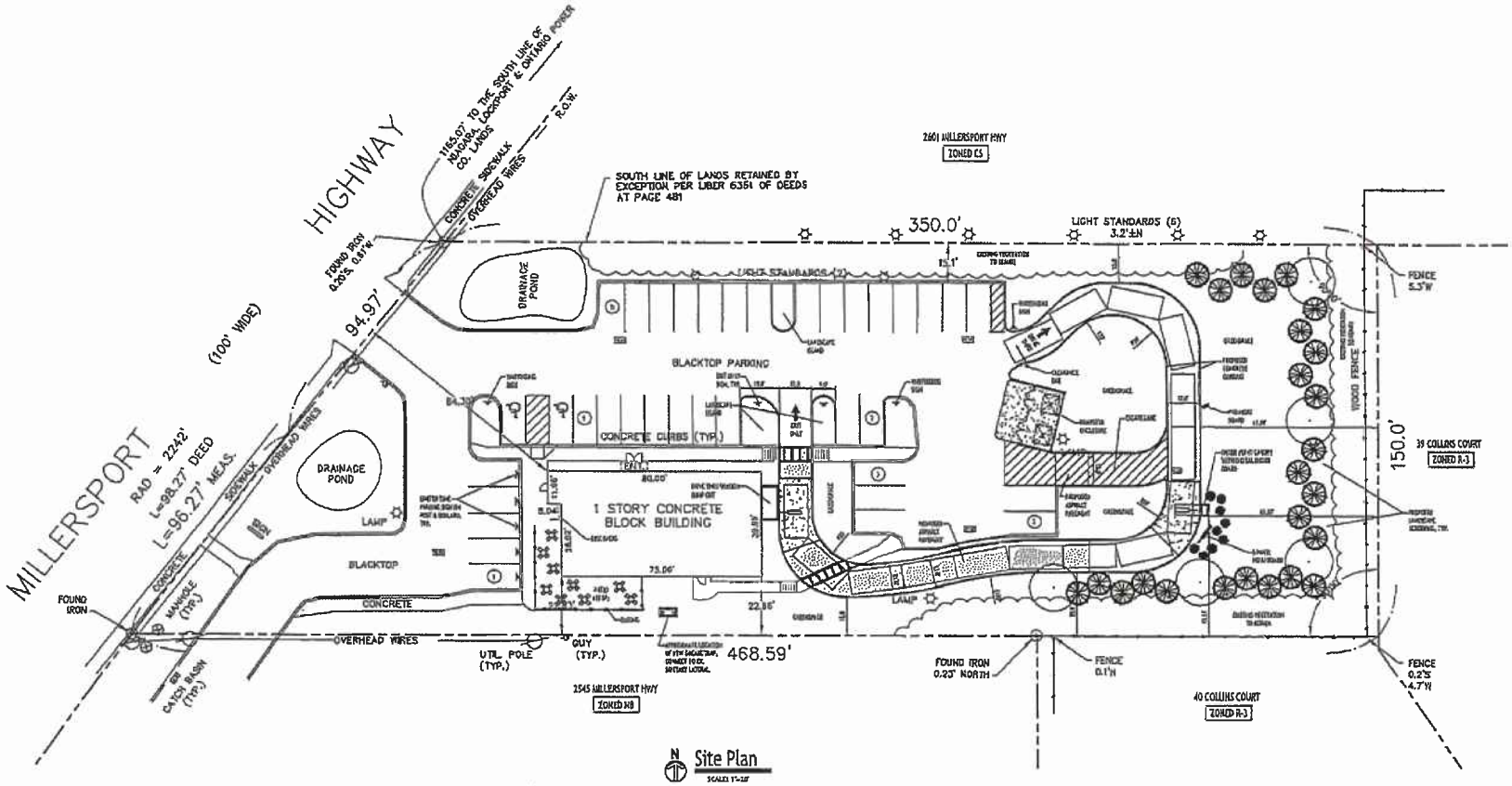
DRAWING NAME:
Site Plan
Concept

DRAWING NO.
C-100

Project No: 24-xxx

© CARMINA WOOD DESIGN

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -



Site Data

REVISED SITE PLAN

CARMINAWOOD DESIGN

Proposed Drive-Thru
2577 Millersport Hwy

No.	Description	Date
1	Revised per Town comments	2/7/25

PRELIM

DRAWING NAME: Site Plan Concept

Date:
Drawn By:
Scale:

DRAWING NO. C-1

Project No:

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map -

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

EXHIBIT E

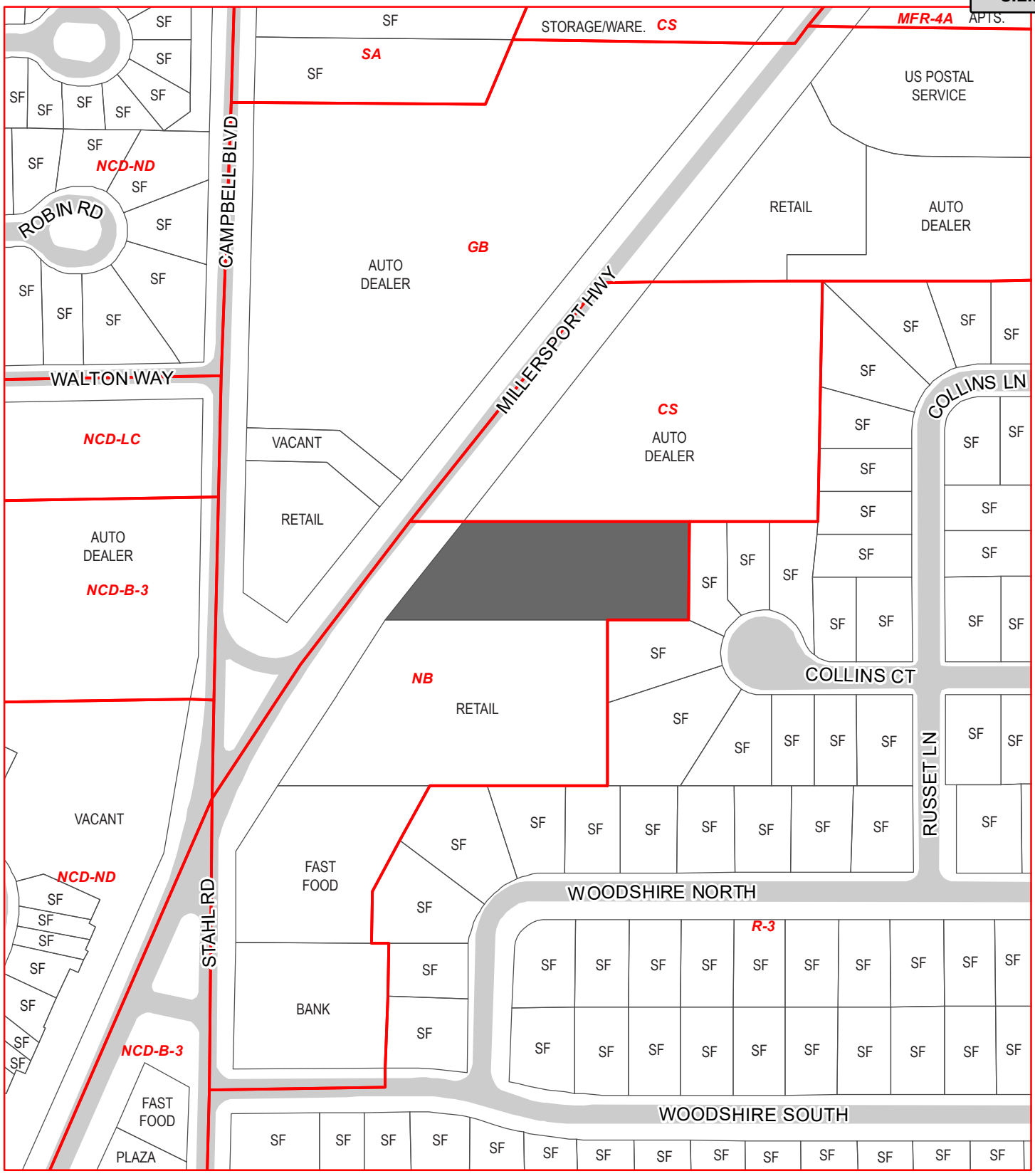
LEGAL DESCRIPTION

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 63, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the southeasterly line of Millersport Highway which is 1165.07 feet southwesterly from the south line of the Niagara, Lockport and Ontario Power Company's lands, said point of beginning also being the point of intersection of the south line of lands retained by Milherst Nurseries, Inc., by exception in a deed recorded in the Erie County Clerk's Office in Liber 6351 of Deeds at Page 481; running thence easterly along the said south line of lands retained by Milherst Nurseries, Inc., 350 feet; running thence southerly at right angles, 150 feet; running thence westerly at right angles, 468.59 feet to the southeasterly line of Millersport Highway; running thence northeasterly along the southeasterly line of Millersport Highway, 98.27 feet to a point of curve, and continuing along said southeasterly line of Millersport Highway, 94.97 feet to the point or place of beginning.



Z-2025-02
Request to Rezone 1.41± Acres of Land from NB to GB
Property Located at 2577 Millersport Highway

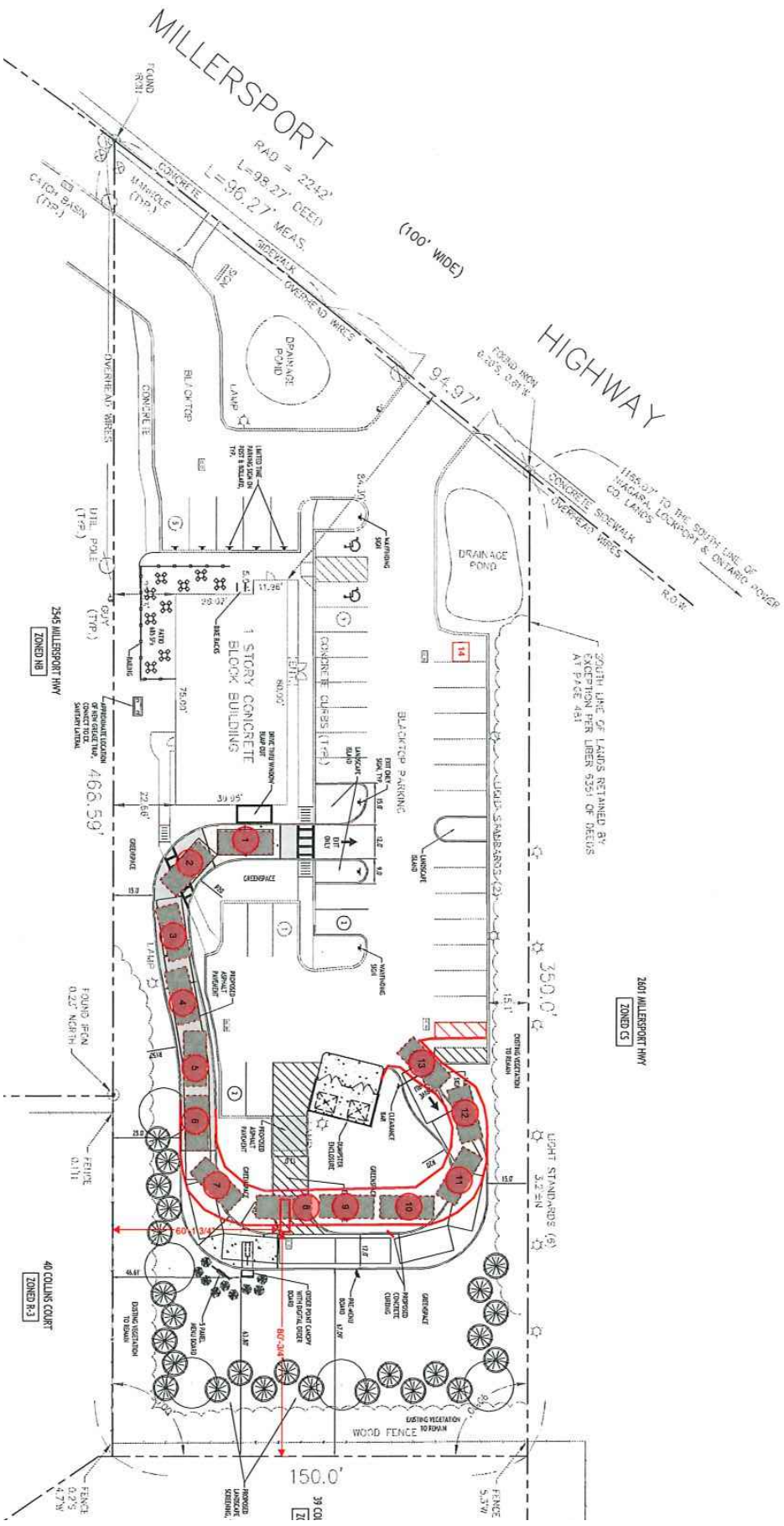
Bevilacqua Development, Petitioner

June 26, 2025

2577 Millersport Highway

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)



CONCEPT PLAN

Z-2025-02
2577 Millersport Highway
5/16/2025

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)



Z-2025-02
Request to Rezone 1.41± Acres of Land from NB to GB
Property Located at 2577 Millersport Highway

Bevilacqua Development, Petitioner

June 26, 2025

2577 Millersport Highway

Prepared by the Town of Amherst Planning Department

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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

June 6, 2025

Jonathan Bevilacqua
Bevilacqua Development, LP
9332 Transit Road, Suite B
Amherst, New York 14051

SUBJECT:	Rezoning Application Review	**Z-2025-02**
	Request:	Rezone 1.41 acres of land from NB to GB
	Property located at:	**2577 Millersport Highway**
	Application received:	May 16, 2025
	Representative:	Block, Longo, LaMarca & Brzezinski, PC

Dear Mr. Bevilacqua,

Please consider the following comments:

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

2. Base on current Town records (as of May 27, 2025) the land owner is Susan Lettieri and not that listed in the application of Anthony J. Scioloi III. Provide a letter from the land owner allowing the application to be filed on their behalf.

3. The following items on the Environmental Assessment Form should be corrected or completed:

   - Part 1 item #1 Correct the answer. Requires a local law to amend the sites zoning district.
   - Part 1 item #8 Correct the answer. Site is served by NFTA route 44 bus service.

4. The subject site is located within an archaeologically sensitive area. An archaeological assessment will be required prior to the Town Board making a SEQR determination.

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

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

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

Very truly yours,

Scott Marshall
Principal Planner

DH/SM/bf
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Pln_Dpt_Rvw_06062025.doccc:
cc: Jeffrey D. Palumbo, Esq., Block, Longo, LaMarca & Brzezinski, PC, 9276 Main St., Ste. 3, Clarence, NY 14031
Patrick Sheedy, JR., Carmina Wood Design, 80 Silo City Row, Buffalo, NY 14203

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

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

RECEIVED
MAY 20 2025
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
JUN 18 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? no objections

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: KRISTA HALT

Signature: Krista Halt **Date:** 6/18/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

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

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
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Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 20 2025
TOWN ATTORNEY

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? No

If you do not, briefly state why: Per the response to 12(b) on the short EAF form, we recommend a review of the project by the NYSOPRHP.

General comments relative to your agency interests: _____

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

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

Print Name: Sebastine Ediata, Esq.

Signature: _____ **Date:** 5/21/2025

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

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

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
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Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 20 2025
TOWN ATTORNEY

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: Sebastian Oddata, Esq.

Signature: _____ **Date:** 5/21/2025

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

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

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 28 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

General comments relative to your agency interests: _____

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

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

Print Name: Eric Blocher

Signature: _____ **Date:** 5-22-25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

1999.072

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

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

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
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Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

RECEIVED
MAY 23 2025
TOWN OF AMHERST
PLANNING DEPT.

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? YES

If you do not, briefly state why: _____

General comments relative to your agency interests: None @ This Time

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

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

Print Name: Chris Schregel

Signature: _____ **Date:** 5/23/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Amherst

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

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

RECEIVED
MAY 20 2025
TOWN OF AMHERST
BUILDING DEPT

MEMORANDUM May 19, 2025

TO: Tim Koller, Deputy Town Clerk
Daniel Ulatowski, Assistant Planning Director/Zoning Enforcement Officer
Emily Murphy, Town Assessor
Douglas Gesel, Supervising Code Enforcement Officer, Building Department
Vaishali Reberholt, Assistant Town Engineer
Steven Floss, Highway Superintendent/ Eric Blocher, General Crew Chief
Chris Schregel, Traffic/Safety Coordinator (c/o Eng)
Brian Barnes, Senior GIS Analyst (Eng.) (letter only)
Krista Halt, Senior Fire Inspector (c/o Bldg)
Samuel Alba, Interim Town Attorney (Local Law Only)
Right-of-Way Agent
Integrated Review Coordinator, ECDEP
SEQR Review Coordinator, NYSDOT

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

SUBJECT: REQUEST TO REZONE 1.41± ACRES OF LAND FROM NB TO GB, **Z-2025-02**; PROPERTY LOCATED AT **2577 MILLERSPORT HIGHWAY**. JEFFRY PALUMBO, PETITIONER.

REVIEW:

Do you agree with all statements made? Yes

If you do not, briefly state why: _____

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

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

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

Print Name: Doug Gesel

Signature: Doug Gesel **Date:** 5/20/25

DU/JQ/ac
X:\Current_Planning\Files\Rezonings\2025\Z-2025-02_(2577_Millersport_Hwy)_2025\Z-2025-02_Transmittal_051925.doc
cc: Scott Marshall, Principal Planner
Vaishali Reberholt, Assistant Town Engineer
Jeffery Palumbo, 9276 Main Street, Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

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

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

DO NOT WRITE IN THIS SPACE
Case No.: SP-25-309
Postmark/Delivery Date: 5/20/2025

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

Description of Proposed Action

1. Name of Municipality: Town of Amherst

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

2. Hearing Schedule: **Date** _____ **Time** _____ **Location** 5583 Main St., Williamsville

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

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

5. Location of Property: ☐ Entire Municipality ☑ Address: 2577 Millersport Highway

5a. S.B.L. of Property: 41.15-1-18

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

7. Proposed change or use: *(specify the action, such as the scope of variances or site plans)* Rezone 1.4 acres from NB to GB

8. Other remarks:

9. Submitted by: Town of Amherst Planning Dept. **Email:**

10. Return Address: 5583 Main Street, Williamsville, NY 14221

Reply to Municipality by Erie County Division of Planning

Receipt of the above-described proposed action is acknowledged on 5/20/2025**. The Division herewith submits its review and reply under the provisions of applicable state and local law, based on the information submitted with this referral.**

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

By the Division of Planning: Dan M. Hall **Date:** 5/20/2025

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Carrato, Amy

From: dot.sm.r05.SEQR <dot.sm.r05.SEQR@dot.ny.gov>
Sent: Wednesday, June 18, 2025 9:49 AM
To: Fadel, Bryan
Cc: Poodry, Kathryn D. (DOT); Hebert, Kevin P (DOT)
Subject: RE: Request to Rezone 2577 Millersport Hwy. (Z-2025-02) NYSDOT Comments 2025-85

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.

Bryan,

The New York State Department of Transportation (NYSDOT) has reviewed the documentation provided for the quick service coffee drive-thru at 2577 Millersport Hwy and has the following comments:

- NYSDOT concurs with the Town of Amherst for it to act as the Lead Agency
- Based upon the information provided, the proposed project does not appear to have a significant impact to traffic on the State Highway System
- A NYSDOT Highway Work Permit will be required for work located within the State Highway Right-of-Way. More detailed plans will be required for the Highway Work permit application and an additional site engineering review will be performed as part of the Highway Work Permit process. This correspondence does not constitute approval for the purpose of a Highway Work Permit.
    - A separate permit will be required for any sanitary sewer work performed during construction
    - Additional information on permits can be found at: https://www.dot.ny.gov/divisions/operating/oom/transportation-systems/traffic-operations-section/highway-permits
    - Applicant should direct the Highway Work Permit application and/or questions to:
      Erie North County Residency
      Kathryn Poodry
      Assistant Resident Engineer
      New York State Department of Transportation Region 5
      Broadway & Indian Road, Depew, New York 14043
      716-683-3476| Kathryn.Poodry@dot.ny.gov

Alyssa Schoenfeldt

From: Fadel, Bryan
Sent: Tuesday, May 20, 2025 8:26 AM
To: Hall, David (ERIE) ; dot.sm.r05.SEQR
Subject: Re: Request to Rezone 2577 Millersport Hwy. (Z-2025-02)

ATTENTION: This email came from an external source. Do not open attachments or click on links from unknown senders or unexpected emails.

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

Please review the subject attached project and advise the Planning Department of any recommendations and/or requirements. Digital versions of the site plan materials may be viewed and/or downloaded from: https://www.amherst.ny.us/content/development_projects_pending.php

--
Bryan Fadel
Senior Clerk | Town of Amherst Planning Deparment

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)

TOWN OF AMHERST

ASSESSOR'S OFFICE

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

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

MEMORANDUM

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

FROM: Bonnie B. Arnold, Real Property Appraiser

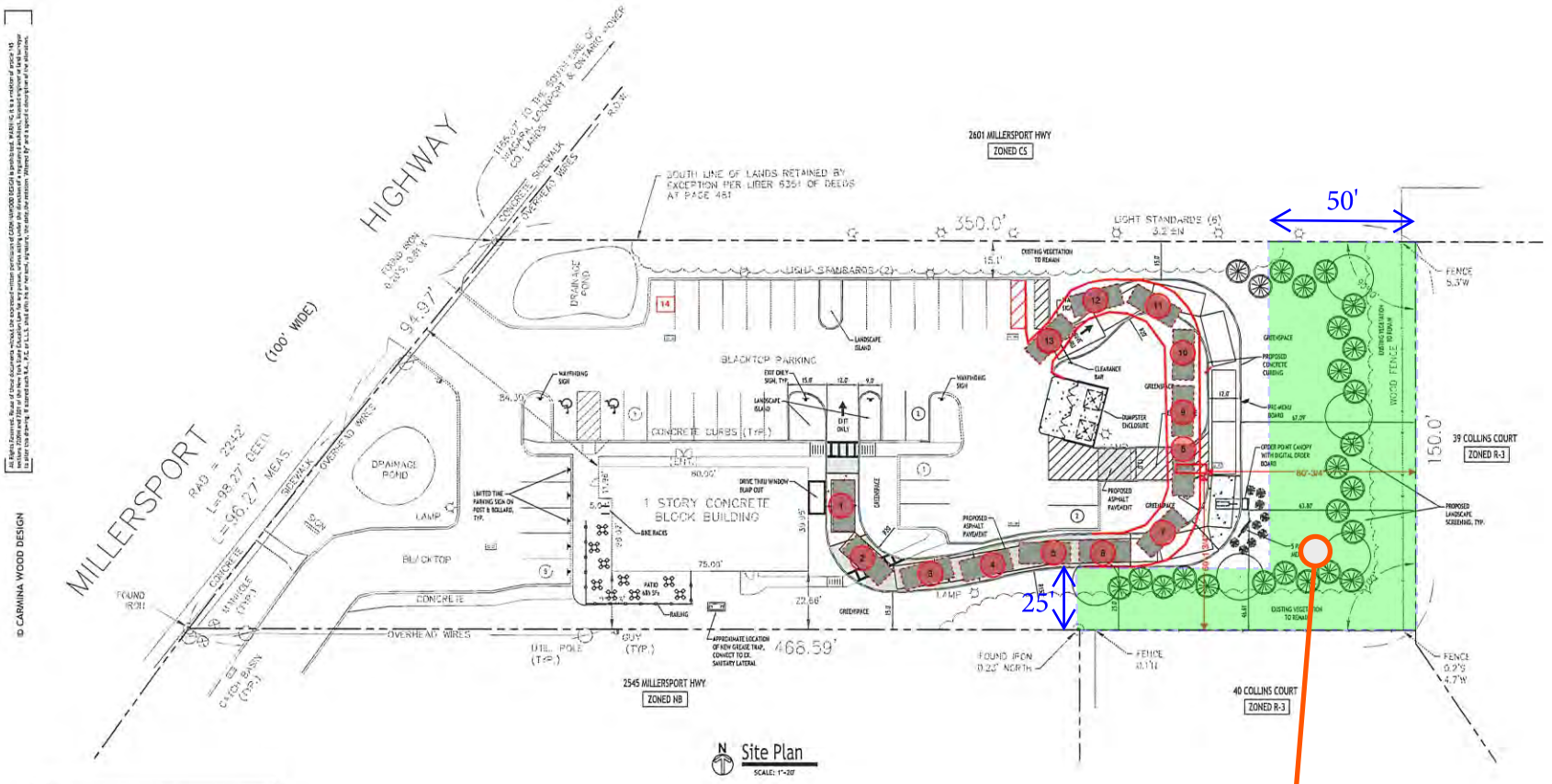
DATE: May 21, 2025

SUBJECT: Request to Rezone 1.41±Acres of Land from NB to GB Z-2025-02
Property Location: **2577 Millersport Hwy**
Petitioner: **Jeffery Palumbo**

Assessor agrees with all statements

cc: Jeffery Palumbo, 9276 Main St., Suite 3, Clarence, NY 14031

Attachment: Z-2025-02 TB letter packet 081825 (RES-2025-702 : Local Law to Amend the Zoning Map - 2577 Millersport Highway, Z-2025-02)



perpetual green space subject to proposed Town deed restriction

LATEST PROPOSED DRIVE-THROUGH LAYOUT
(SUBJECT TO SITE PLAN APPROVAL AFTER REZONING)

Site Data

SITE AREA = 0.4 AC±
ZONED: MS (NEIGHBORHOOD BUSINESS DISTRICT)
USE: PROPOSED DRIVE-THRU RESTAURANT

SETBACKS - BUILDING	REQUIRED	PROVIDED
FRONT	20 FT.	84.30 FT. MIN. (EX.)
FRONT (FROM ¼ OF MILLERSPORT HWY)	115 FT.	134.30 FT. MIN. (EX.)
SIDE (ABUT. RES./ NON-RES.)	15 FT. / 0 FT.	22.63 FT. MIN. (EX.)
REAR (ABUT. RES./ NON-RES.)	30 FT. / 15 FT.	> 30 FT. (EX.)
SETBACKS - PARKING		
FRONT	20 FT.	> 20 FT.
SIDE (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	25.0 FT. MIN.
REAR (ABUT. RES./ NON-RES.)	25 FT. / 15 FT.	> 25 FT.
TOTAL VEHICLE SPACES	34	36
DRIVE THRU STACKING	10	15
LOCATION OF SPEAKER FROM RES.	100 FT.	46.61 FT. *
GREENSPACE		
INTERIOR PARKING GREENSPACE:	5% (0.025 AC)	> 5%
OVERALL:	N/A	> 50%

*VARIANCE REQUIRED

PARKING CALCULATION (per Section 203-7-1-6A)
RESTAURANT
1 space per 3 seats = 33 seats / 3 = 11 spaces
1 space per 100 sf customer area = 1,500 sf / 100 = 15 spaces
TOTAL REQD = 11 + 15 = 34 SPACES REQD

SITE LEGEND
PROPERTY LINE
PROPOSED SIDEWALK / CONCRETE PAD
NUMBER OF PARKING SPACES
PROPOSED SIGN
PROPOSED STANDARD DUTY ASPHALT PAVEMENT
PROPOSED LIGHT POLE

NOTE: BOUNDARY AND TOPOGRAPHIC INFORMATION PROVIDED BY OTHERS. CARMINA WOOD DESIGN ASSUMES NO RESPONSIBILITY FOR ITS ACCURACY.

20' 0 20' 40ft.

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Proposed Drive-Thru
2577 Millersport Hwy
Amherst, NY

No.	Description	Date
1	Rev. per Town comments	2/7/25

REVISIONS:

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

Date: 1/26/25
Drawn By: P. Sheedy
Scale: As Noted

DRAWING NO.
C-100

Project No: 24-4xxx

© CARMINA WOOD DESIGN

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31070 **RESOLUTION 2025-891** **ADOPTED**

SEQR Determination (2190-2220 Wehrle Drive, BCPA-2025-01)

WHEREAS, pursuant to 6NYCRR Part 617 of the State Environmental Quality Review Act (SEQRA) and Town Code Chapter 104, as amended, the Town Board is deemed the Lead Agency for those actions which it has sole discretionary power, including but not limited to rezoning decisions and adoptions of local laws, and

WHEREAS, this Town Board as SEQR Lead Agency has reviewed a request for a Bicentennial Comprehensive Plan amendment at 2190-2220 Wehrle Drive and has identified the areas of environmental concern, thoroughly analyzed them for significant adverse impact, including any concerns and/or recommendations from other agencies, now therefore be it

RESOLVED, that the requirements of SEQR are now complete, therefore this Town Board issues the attached Negative Declaration as its determination of environmental significance, for the subject action.

10/27/2025
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

None

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

Amherst

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

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director

Daniel J. Ulatowski, AI
Assistant Planning Dire

D R A F T (10/27/25)

SEQR
Negative Declaration

NOTICE OF DETERMINATION OF NON-SIGNIFICANCE

Lead Agency: Town of Amherst
Town Board

Project: BCPA-2025-01

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: Comprehensive Plan Amendment

SEQR Status: Type 1 action.

Description of Action: The proposed project (the "action") consists of the development of 2190-2200 Wehrle Drive (the "Project Site") as a multi-family project consisting of 270 attached residential units for lease and all proposed site improvements including a potential future off-site recreational trail that would connect the Project Site and other nearby parcels to Main Street within the National Grid Right-of-Way directly west of the Project Site. The action has been defined broadly to include all required discretionary approvals and permits from the municipal boards of the Town of Amherst including but not limited to the pending requested amendment of the adopted Comprehensive Plan, a future potential rezoning of a project site from OB to MFR-5 as well as all required approvals and permits from involved agencies as well as all proposed site improvements including multi-family buildings, a community building and recreational amenities, a dog park, internal access aisles and parking spaces, driveways onto Wehrle Drive and a gated emergency access only driveway connection to Limestone Drive, storm water improvements, landscaping, lighting, and all required utility improvements and connections.

Attachment: BCPA-2025-01_Negative Declaration_102725 (RES-2025-891 : SEQR Determination - (2190-2220 Wehrle Drive, BCPA-2025-01))

The action has been classified as a Type I action pursuant to the State Environmental Quality Review Act ("SEQRA") since it involves more than 250 residential units to be connected to public sanitary sewer infrastructure and also due to the Type I thresholds in Section 104-3 of the Town Code since the project site contains potential freshwater wetlands as defined in Article 24 of the Environmental Conservation Law.

Location: 2190-2200 Wehrle Drive, Amherst, Erie County

Petitioner: Young Development Inc.

Reasons Supporting This Determination:

Based on information submitted by the Petitioner including an Amended Part 1 of the Full Environmental Assessment Form and other relevant documentation, a preliminary staff analysis was undertaken in accordance with the "hard look standard" required by SEQRA. The documentation submitted by the Petitioner and the public was reviewed in connection with the analysis of potential adverse environmental impacts including documentation and testimony received by the Town Board during the public hearings held on June 23, 2025 and July 21, 2025 and the supplemental documentation submitted by the Petitioner and the public.

The project review process began with the Petitioner filing an Application to Amend the Bicentennial Comprehensive Plan and supporting documentation to change the land use designation on Figure 6 from "Commercial Office" to "Mixed Residential" to accommodate the development of the project site as a multi-family project.

On February 21, 2025, a lead agency solicitation letter was issued by the Planning Department to involved and interested agencies for the purpose of the Town Board seeking lead agency status in connection with the coordinated environmental review of the project. None of the involved agencies objected to the Town Board's request to be the designated lead agency prior to March 24, 2025, the expiration date of the thirty (30) day lead agency solicitation response period.

On May 7, 2025, the Planning Department issued a Memorandum based on a staff analysis of the Comprehensive Plan Amendment. This Memorandum concluded "that the request to amend the Comprehensive Plan from Commercial - Office to Medium Residential is consistent with the goals of the Comprehensive Plan. The Plan recommends that new medium residential development be encouraged in areas where services and infrastructure/transportation already exist. The subject lands are well situated and suited for the proposed use." The Memorandum issued by the Planning Department indicated that since then the unprecedented effects of the COVID pandemic reduced the desirability and demand for additional or new office space (Amherst's office space vacancy rate is approximately 16.5%, according to CBRE Q4 2024 data).
The project review process included a public hearing held by the Town of Amherst Planning Board on May 15, 2025. During its meeting on May 15, 2025, the Planning Board adopted a resolution recommending approval of the Comprehensive Plan Amendment. The Planning Board

Attachment: BCPA-2025-01_Negative Declaration_102725 (RES-2025-891 : SEQR Determination - (2190-2220 Wehrle Drive, BCPA-2025-01))

issued detailed findings in support of its favorable recommendation to the Town Board as follows:

A. The proposed request is generally consistent with the Zoning Ordinance and with the following sections of the Comprehensive Plan and the goals and policies found therein:

- The Plan states that for both Medium and Mixed Residential areas, location criteria for higher density housing include proximity to high access corridors served by public transportation, areas near commercial centers and employment concentrations, areas next to educational campuses, and areas near community facilities.

- Chapter 3, Land Use and Development; as the location is ideally situated for the proposed land use as it is bordered by multi-family residential development along its northwest boundary and by single- family residential homes along its eastern boundary. Medium Residential is identified in the Comprehensive Plan as a good transitional land use category between commercial and single-family residential.

- Public transportation (NFTA Route #47) is available along Wehrle Drive to nearby economic centers, and Wehrle Drive itself is a minor arterial roadway with connections to Transit Road, Cayuga Road and Union Road.

- The location of the subject property is within walking distance to the SUNY Erie North campus and the YMCA Williamsville location.

- The amendment should include areas designated for mixed-use development to compliment and serve the residential development, and an area(s) for public recreation and open space.

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

C. The proposed change does improve the balance of land uses and does meet a specific demand in the Town.

D. The land surrounding the subject request is comprised of single-family housing, multi-family housing and offices developed according to the requirements of the R-3, MFR-5 and OB zoning districts.

On June 17, 2024, the Planning Department provided the Town Board with a detailed letter summarizing the history of the Project Site and providing information regarding the favorable recommendation to the Town Board by the Planning Board on May 15, 2025.

The Town Board held public hearings in connection with its review of the Comprehensive Plan Amendment during its meetings on June 23, 2025 and July 21, 2025 and has properly considered

Attachment: BCPA-2025-01_Negative Declaration_102725 (RES-2025-891 : SEQR Determination - (2190-2220 Wehrle Drive, BCPA-2025-01))

Attachment: BCPA-2025-01_Negative Declaration_102725 (RES-2025-891 : SEQR Determination - (2190-2220 Wehrle Drive, BCPA-2025-01))

the information received from all interested parties during the public hearings including the presentations made on behalf of the Petitioner and comments from the public.

On October 7, 2025, the Petitioner made an updated submission that included the current Concept Site Plan [Drawing C-100 – Date: 09/29/25]. The project was modified to eliminate the previously proposed four-story buildings (all buildings will consist of two-stories with a maximum height of 35 ft.) and to reduce the project density from 332 units to 270 units.

Compared to the criteria listed in Section 617.7 of the SEQRA Regulations, the Town Board, acting in its capacity as the Lead Agency, has determined that all identified areas of environmental concern have been adequately addressed, and that the proposed project will not have any potentially significant adverse impacts on the environment.

1. The project will not result in any adverse impacts on 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 will involve the installation of a stormwater management system complying with the stringent stormwater quality and quantity standards of the NYSDEC and the Town. Information regarding the stormwater management system to be installed on the project site was summarized in a stormwater management summary letter prepared by Patrick Sheedy Jr., P.E. of Carmina Wood Design dated July 15, 2025. Relevant information contained in this letter is summarized below as follows:

- The on-site stormwater management will comply with the stringent applicable stormwater quality and quantity standards of the NYSDEC and the Engineering Department.

- A storm water collection system is proposed for the impervious surfaces including the constructed driveways, access aisles, parking spaces and the proposed clubhouse and multi-family buildings.

- This system will consist of catch basins placed throughout the Project Site and along the roadways to collect stormwater runoff from these various impervious surfaces. The proposed catch basins will be connected by a series of storm pipes and convey stormwater runoff to the stormwater management areas.

- Storm water management areas will be designed in accordance with the NYSDEC Stormwater Management Design Manual. These areas will provide both water quality and water quantity storage components.

- The existing drainage path of the Project Site runoff under existing conditions is generally north, east and south towards existing perimeter drainage ditches.

- In the developed condition, any developed areas will be conveyed to the stormwater management area and ultimately discharge to a swale which will outlet to either an onsite drainage well or the public storm sewer system along Wehrle Drive.

- Discharge from the stormwater management area will be controlled by the infiltration rate of the subsurface bedrock or an engineered outlet control structure or device to not exceed the current existing rate of runoff to the existing ditch under all storm events, which include the 1-year, 10-year and 100-year storm events.

The Petitioner will be required to submit engineered plans, an Engineer's Report and a Stormwater Pollution Prevention Plan ("SWPPP") in connection with the future review of a site plan application for the project. During the site plan application review process, the Town's Engineering Department will need to review and approve the on-site stormwater management system improvements to confirm compliance with the applicable stringent stormwater quality and quantity standards. The Town Board has determined the project will not result in any potentially significant adverse drainage or flooding impacts.

A Downstream Sewer Capacity Report ("DSCA Report") dated June 6, 2025 was prepared by Christopher Wood P.E. of Carmina Wood Design based on testing conducted by TEC Smith during wet weather conditions. The DSCA Report demonstrates there is adequate downstream sanitary sewer flow during wet weather conditions to provide sanitary sewer service for the Project. The Project Sponsor will be required to make a substantial payment to the Town's I/I Sanitary Sewer Fund in connection with the project. The DSCA will need to be approved by the Engineering Department and the New York State Department of Environmental Conservation during the site plan application review stage for the project. It is important to mention that the development of the project site is not subject to the previous sanitary sewer connection moratorium per Resolution No. 2018-1301 as adopted by the Town Board on December 10, 2018.

- The on-site stormwater management will comply with the stringent applicable stormwater quality and quantity standards of the NYSDEC and the Engineering Department.

- A storm water collection system is proposed for the impervious surfaces including the constructed driveways, access aisles, parking spaces and the proposed clubhouse and multi-family buildings.

- The stormwater management system will consist of catch basins placed throughout the Project Site and along the roadways to collect stormwater runoff from these various impervious surfaces. The proposed catch basins will be connected by a series of storm pipes and convey stormwater runoff to the stormwater management areas.

Attachment: BCPA-2025-01_Negative Declaration_102725 (RES-2025-891 : SEQR Determination - (2190-2220 Wehrle Drive, BCPA-2025-01))

- The storm water management areas will be designed in accordance with the NYSDEC Stormwater Management Design Manual. These areas will provide both water quality and water quantity storage components.

- The existing drainage path of the Project Site runoff under existing conditions is generally north, east and south towards existing perimeter drainage ditches.

- In the developed condition, any developed areas will be conveyed to the stormwater management area and ultimately discharge to a swale which will outlet to either an onsite drainage well or the public storm sewer system along Wehrle Drive.

- Discharge from the stormwater management area will be controlled by the infiltration rate of the subsurface bedrock or an engineered outlet control structure or device to not exceed the current existing rate of runoff to the existing ditch under all storm events, which include the 1-year, 10-year and 100-year storm events.

2. The Petitioner submitted a Preliminary Existing Water System Analysis Report prepared by Christopher Wood, P.E. of Carmina Wood Design dated October 6, 2025 for the purpose of evaluating whether the project will result in any off-site water pressure issues. This analysis was prepared based on input received from both the Erie County Water Authority (ECWA) and the Town's Engineering Department. As described within the Preliminary Existing Water System Analysis Report, water service for the buildings will be tapped off the existing 12" ECWA water main on the south side of Wehrle Drive and the 8" ECWA watermain on Limestone Drive. The service will be an 8" combined water service, then split into an 8" PVC fire service and a 6" domestic service. Both services will continue into a pump house where booster pumps and the meter will be housed. Proper heat and lighting will be provided to the enclosure, drainage due to testing or failure of the pump house will be to the outside grade. The Petitioner will be responsible for keeping the drainage ports clear of snow and debris. The pump system will be designed by others. Water inside the buildings will be used for typical domestic uses. The multi-family buildings are to be sprinklered, interior fire protection system to be designed by others. Existing public hydrants along Wehrle Drive and proposed private hydrants throughout the development will ensure fire hose coverage not exceeding 600' for each building.

The analysis contained in the Preliminary Existing Water System Analysis Report, determined that current static water pressure on Wehrle Drive is 43 psi and approximately 54 psi on Limestone Drive per hydrant flow data provided by the ECWA. The relatively low pressure in this area has been a concern of surrounding neighbors as to how the proposed multi-family development could affect the existing water supply and pressure. Domestic flows were determined using demand from the NYSDEC Wastewater Design Manual Typical Per-Unit Hydraulic Loading Rates Tabel B-3 of 110 gpd/bedroom, totaling an average daily demand of 43.5 gpm (114 1-bdrm unit, 198 2- bdrm, 20 3-bdrm unit = 62,700 gpd = 43.5 gpm). A fire flow analysis of all surrounding node locations is included within the analysis provided showing ample flow rates through the watermain system in the event of a fire emergency. Supply is not an

Attachment: BCPA-2025-01_Negative Declaration_102725 (RES-2025-891 : SEQR Determination - (2190-2220 Wehrle Drive, BCPA-2025-01))

Attachment: BCPA-2025-01_Negative Declaration_102725 (RES-2025-891 : SEQR Determination - (2190-2220 Wehrle Drive, BCPA-2025-01))

issue in this area because of the existing flow provided via the 12" watermain on Wehrle Drive and the 8" watermain on Limestone Drive. The surrounding system is routed through the existing residential neighborhood to the east, Limestone Drive to the north and Spindrift Road to the west, all of which are connected on both Wehrle Drive and Main Street. ECWA has provided analysis of the existing watermain system in current conditions and with the proposed development demand included to depict the effects of the proposed development. The analysis was performed using the system's diurnal curves from the watermain model of the ECWA. All existing waterline mapping, hydrant flow data, and model graphs are included in the Appendices of the report. The below table shows pressure at the eleven (11) analyzed node locations throughout the surrounding area under current and future average and peak demands.

Node	Location	Min. Pressure (psi)	
		Ex.	Prop.
K07G07	Main Street	40.5	40.5
K07G30	Youngs Road	43.3	43.3
K07G62	Youngs Road/Wehrle Drive	39.3	39.3
K07H28	Spindrift Drive	39.3	39.2
K07H63	Wehrle Drive	39.2	39.1
L07E01	Main Street	35.3	35.3
L07E31	Berkley Road	31.9	31.9
L07E33	Bellingham Drive	38.3	38.3
L07F10	Main Street/Transit Road	33.8	33.8
L07F34B	Transit Road	32.4	32.4
L07F58	McKinley Ave/Wehrle Drive	33.4	33.4

Based on the analysis, the Preliminary Existing Water System Analysis Report determined there is a minor or no drop in pressure is shown between existing and future conditions. Under normal conditions the proposed project will not have a measurable impact to the existing water system, therefore there will be no potentially significant adverse impacts to the existing waterline pressure and supply to the surrounding area.

3. The project will not result in the removal or destruction of large quantities of vegetation or fauna; or in significant adverse impacts to fish or wildlife species, habitats or other natural resources. A Jurisdictional Determination issued by the United States Army Corps of Engineers ("USACE") dated January 22, 2021 confirmed there are not any federal wetlands located on the Project Site. Based on a wetland regulations that went into effect on January 1, 2025, the NYSDEC issued a letter of Positive of Jurisdiction dated July 22, 2025 that stated as follows: "Based on the parcel identified in your request, the New York State Department of Environmental Conservation (DEC) has determined that the parcel contains freshwater wetlands and/or freshwater wetlands adjacent areas (AA) regulated by DEC

Attachment: BCPA-2025-01_Negative Declaration_102725 (RES-2025-891 : SEQR Determination - (2190-2220 Wehrle Drive, BCPA-2025-01))

> pursuant to Article 24 of the Environmental Conservation Law (ECL). The parcel contains freshwater wetlands and/or regulated adjacent area(s) that meet an Unusual Importance (UI) criterion. Specifically, the wetland is located within or adjacent to an urban area, as defined and identified by the United States Census Bureau."

A wetland delineation of the project site was conducted by Scott Livingstone of SJL Wetlands, LLC and the results of the wetland delineation were contained in the Wetland Delineation Report that he prepared dated September 12, 2025. The wetland delineation was conducted to define the extent of the USACE and the NYSDEC jurisdiction over the project area pursuant to Section 404 of the Clean Water Act and Articles 15 (Protection of Waters) and 24 (Freshwater Wetlands) of the New York State Environmental Conservation Law. The wetland delineation study at the project site was performed under guidelines specified by the Corps of Engineers Wetlands Delineation Manual, dated January 1987 and the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region version 2.0 (January 2012) as well as the NYSDEC Freshwater Wetlands Delineation Manual (July 1995). The wetland delineation considered the 6 NYCRR Part 664 regulations that went into effect on January 1, 2025. The current Part 664 regulations encompass regulation over all wetlands greater than 12.4 acres (until January 1, 2028 when the minimum size threshold is reduced to 7.4 acres) as well as wetlands of any size that fall into any of eleven (11) categories of "Wetlands of Unusual Importance" as defined Part 664.6 of the regulations.

The wetland delineation revealed the presence of five (5) small wetland areas totaling 0.874± acres on the project site that are potentially subject to the jurisdiction of the NYSDEC as "Wetlands of Unusual Importance" along with the associated 100 ft. Adjacent Areas. As set forth in the letter prepared by Scott Livingstone dated October 6, 2025, the updated project layout reflects a concerted effort to avoid any adverse impacts to the five (5) small wetland areas totaling 0.874± acre on the Project Site that are potentially subject to the jurisdiction of the NYSDEC. The updated project layout as depicted on the current Concept Site Plan [Drawing C-100 – Date: 09/29/25], which reduced the project density to 270 units, will result in 6.31 acres of impacts to the regulated 100 ft. Adjacent Area of the potential wetlands subject to the jurisdiction of the NYSDEC, which will require a permit to be obtained from the NYSDEC. Mr. Livingstone's letter dated October 6, 2025 also contains his professional opinion that the updated wetland related documentation provides the Town Board, acting in its capacity as the lead agency, with information enabling it to take a hard look at potential wetland impacts and to conclude that the proposed multi-family project will not result in any potentially significant adverse wetland impacts.

Based on its review of the extensive wetland documentation, the Town Board has determined that the project will not result in any potentially significant wetland impacts. The Petitioner will be required to obtain a permit from the NYSDEC prior to impacting the 100 ft. Adjacent Area of the potential NYSDEC freshwater wetlands. If the requested permit from the NYSDEC is not issued, the Planning Department will not stamp the final engineered plans as approved, which is a prerequisite for the Building Department's issuance of building permits for the project.

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As described in the Wetland Delineation Report dated September 12, 2025, a majority of the Project Site has previously been cleared and there is not substantial vegetation on the Project Site. The Petitioner will be required to install the required high impact landscape buffers on the perimeter of the Project Site that are contiguous to existing residential uses.

4. The proposed use of the project site consisting of a multi-family project will not create any material conflict with the adopted Town Comprehensive Plan. Although the proposed use of the Project Site is inconsistent with Figure 6 of the Comprehensive Plan which designates the Project Site as "Commercial Office", the "Medium Residential" designation needed to accommodate the development of the Project Site for multi-family use is consistent with the planning objectives and policies as contained in the Comprehensive Plan for the reasons set forth in the Memorandum issued by the Planning Department on May 7, 2025 and the findings contained in the resolution adopted by the Planning Board on May 15, 2025 recommending that the Town Board approve the Comprehensive Plan Amendment. Based on the recent reduction of the project density to 270 attached residential units and the elimination of the previously proposed four (4) story buildings, the Town Board has determined that the "Mixed Residential" designation is more appropriate than the "Medium Residential" designation that was requested by the Petitioner.

5. The project site is within an area identified by the State as having potential archaeological or historical significance. A letter issued by Nancy Herter of the NYS Office of Parks, Recreation and Historic Preservation dated October 4, 2025 stated as follows: "A review of SHPO records indicates that No Impact determinations were issued for 2190-Wehrle Drive in 2001, for 2220 Wehrle Drive in 1993 and for 2459 Hopkins Road in 2001. Therefore, it is the SHPO's opinion that project 05PR3845 (referencing 2190-2200 Wehrle Drive) will have No Effect upon historic properties in or eligible for inclusion the State and National Registers of Historic Places."

6. The project will not impair the character or quality of important aesthetic resources or of existing community or neighborhood character. The project site is located on the north side of Wehrle Drive in an area that contains a mixture of uses and zoning classifications. The nearby land uses include a utility right-of-way to the west along with office buildings and a multi-family residential project; office buildings to the north of the Project Site on Limestone Drive, and single-family homes to the east located on Bellingham Drive. The modifications to the project layout during the review process are depicted on the current Concept Site Plan [Drawing C-100 – Date: 09/29/25]. The proposed multi-family buildings will consist of 2-stories with a maximum height of 35 ft. The current Concept Plan depicts approximately 11 acres of greenspace with landscaping (44% of the Project Site). The project will comply with the lighting standards in the Zoning Ordinance as will be verified during the site plan application review stage of the project. The Town Board has determined the project will not result in any potentially significant community character or aesthetic impacts.

7. The proposed project will include construction of 270 multi-family units which will not cause a major change in the use of either the quantity or type of energy. The multi-family buildings and clubhouse will be built in accordance with the energy standards contained in the NYS Building Code and will require the issuance of building permits by the Town of Amherst Building Department.

8. The project will not create any hazard to human health. The project layout includes a gated emergency access connection to the Limestone turnaround for emergency vehicles on the northern portion of the project site.

9. The project will cause a change in the use, or intensity of use, of land since the project site is currently undeveloped and vacant. However, the land use intensity of the project will be consistent with the scale and density of surrounding and nearby land uses in the vicinity of the project site.

10. The proposed housing project will increase the number of people using the site over its previous level of use (vacant land). The project site has been determined to be adequate to accommodate the proposed use as a multi-family project.

11. No potentially significant adverse traffic impacts will result from the project. An updated Traffic Impact Report was prepared by Amy C. Dake, P.E. of Passero Associates dated June 9, 2025. The project was reviewed by the Town's Traffic-Safety Board ("ATSB") during several of its meetings. On May 9, 2025, Gina Wilkolaski, P.E. of the ECDPW issued a comment letter requesting updates to the Traffic Impact Report.

The Traffic Impact Report prepared by Amy C. Dake of Passero Associates dated June 9, 2025 was prepared based on the input received from the ATSB and the ECDPW to include 6 intersections as follows: 1. Wehrle Dr (CR 290) and Garrison Rd; 2. Wehrle Dr (CR 290) and Colonial Pkwy (Ingram Micro); 3. Wehrle Dr (CR 290) and Youngs Rd; 4. Wehrle Dr (CR 290) and Spindrift Dr; 5. Wehrle Dr (CR 290) and George Karl Blvd; and 6. Wehrle Dr (CR 290) and Transit Rd (NY-78). The updated Traffic Impact Report also includes an analysis of Oakwood Drive speed and volume as requested by the ATSB during its meeting on May 7, 2025.

Section 8 of the updated Traffic Impact Report consists of the "Conclusions and Recommendations" by Amy C. Dake of Passero Associates as follows:

- 1. Under full development, the proposed project is expected to generate approximately 30 entering/96 exiting vehicle trips during the AM peak hour and 103 entering/60 exiting vehicle trips during the PM peak hour.

- 2. All intersection/site driveway approaches generally operate at level of service "D" or better during the AM and PM peak hours with the exception of the westbound left and westbound thru/right approaches at the Wehrle Dr/Garrison Rd intersection which

Attachment: BCPA-2025-01_Negative Declaration_102725 (RES-2025-891 : SEQR Determination - (2190-2220 Wehrle Drive, BCPA-2025-01))

operate at a LOS “E” and “F”, respectively during the PM peak hour under all conditions.

- 3. No improvements are warranted nor recommended at any of the study intersections.
- 4. The traffic analysis in the updated Traffic Impact Report provides the Town of Amherst Town Board and involved and interested agencies with detailed information regarding identified potential traffic impacts of the project in connection with the coordinated environmental review of the project pursuant to the State Environmental Quality Review Act (SEQRA).
- 5. Pursuant to the SEQRA, this detailed traffic analysis which incorporates input from both the Erie County Department of Public Works (ECDPW) and the Town of Amherst Traffic Safety Board, demonstrates that the proposed project will not result in any potentially significant adverse traffic impacts.

12. During the project review process, the Planning Department solicited comments from various Town Departments and Committees, none of which indicated that the project may result in any potentially significant adverse environmental impacts.

13. Issues not specifically mentioned above and/or those not specifically reviewed were not raised by Town departments, outside agencies or the public and have been determined to not involve potentially significant adverse environmental impacts.

_____ _____
Signature & title of preparer Date

_____ _____
Brian J. Kulpa, Supervisor Date

X:\Current_Planning\Files\Bicentennail Comp Plan Amends\2025\BCPA-2025-01_(2190-2200_Wehrle_Dr)_2025\BCPA-2025-01_Negative Declaration-Draft-SWH-102725.docx

cc: Amherst Town Clerk
Amherst Building Department
Young Development Inc. c/o Sean Hopkins, Esq., 35 California Drive, Suite 100, Williamsville, NY 14221

Attachment: BCPA-2025-01_Negative Declaration_102725 (RES-2025-891 : SEQR Determination - (2190-2220 Wehrle Drive, BCPA-2025-01))

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31073 **RESOLUTION 2025-892** **ADOPTED**

Adoption of Resolution to Amend the Bicentennial Comprehensive Plan 2190-2220 Wehrle Drive (BCPA-2025-01)

WHEREAS, pursuant to 6NYCRR Part 617 (SEQR) and Chapter 104 of Amherst Town Code, as amended, that the requirements of SEQR are complete, and

WHEREAS, pursuant to NYS Town Law Sec. 272-a, the Town Board concurs with the findings of the Planning Board as stated in their resolution of May 15, 2025 that the proposed change in land use designation from "Commercial - Office" to "Medium Residential" at 2190-2220 Wehrle Drive is consistent with the adopted Bicentennial Comprehensive Plan, as amended, and

WHEREAS, the project applicant has modified his\her project to reduce the building heights proposed and the number of proposed dwelling units more closely aligns with the mixed residential (4-12 units/acre) land use category, now therefore be it

RESOLVED, that in accordance with NYS Town Law Sec. 272-a, the Town Board amends the Bicentennial Comprehensive Plan for 24.9± acres of land from "Commercial - Office" to "Mixed Residential" at 2190-2220 Wehrle Drive.

10/27/2025
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 31088 A **RESOLUTION 2025-893** **ADOPTED**

Authorize Payment to Azar Design Co. (FKA Foit-Albert Assoc) for Professional Land Surveying Services

WHEREAS, there was additional survey work completed in 2024 by Azar Design Co. (Formerly Foit-Albert Associates) as an extension of CRS #4262; and,

WHEREAS, there is an outstanding invoice #21105.06-3 from Azar Design Co. for Professional Land Surveying Services completed in 2024 in the amount of $14,503.47,

NOW, THEREFORE, BE IT RESOLVED, to request Town Board approval to authorize the Supervisor to sign the Additional Survey Work Scope of Services; and,

BE IT FURTHER RESOLVED, authorize the Town Comptroller to pay invoice #21105.06-3 upon confirmation of received deliverables from Azar Design Co. (Formerly Foit-Albert Associates) for Professional Land Surveying Services for the total amount of $14,503.47; and,

BE IT FURTHER RESOLVED, there is appropriate grant funding available in KP 2204 4971.

10/27/2025
Consent

FINANCIAL IMPACT:

KP 2204 4971 $14,503.47

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31041 **RESOLUTION 2025-894** **ADOPTED**

Penflex Service Fee Agreements (CRS#S 5882-5888)

AGENDA ITEM : OCTOBER 27, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **October 20, 2025**

RE: **Service Award Program: Service Fee Agreements**

***Ellicott Creek Fire Protection District No. 9 (CRS #5882)**
***Getzville Fire Protection District No. 11 (CRS #5883)**
***Main Transit Fire Protection District No. 14 (CRS #5884)**
***North Amherst Fire Protection District No. 10 (CRS #5885)**
***North Bailey Fire Protection District No. 19 (CRS #5886)**
***East Amherst Fire Department (CRS #5887)**
***Swormville Fire Department (CRS #5888)**

Kindly adopt a resolution approving the attached Service Award Agreements with respect to each respective fire department/fire protection district and authorize the Supervisor to execute the Agreements pending successful completion of the Contract Routing System (CRS).

Thank you for your consideration.

SBB:RMS:hs
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item: October 27, 2025**)

10/27/2025
Consent

FINANCIAL IMPACT:

As detailed in attached Service Fee Agreements for each respective fire protection district.

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

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2025-10/31/2026 Service Fee Agreement

TOWN OF AMHERST
ELLICOTT CREEK FIRE PROTECTION DISTRICT NO. 9
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $4,020

Per-Participant Fee: $21

Payment certification and trustee directive letters: $100 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $28 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $7,300

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2024:

NYS LOSAP Audit Package: NO
GASB 73 Package: YES

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2025:

Complete the NYS LOSAP Audit Package for a fee of $650: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,100: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $1,000 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____	_____	*Paul A. Cognetta*
Print Name	Signature & Date	Paul A. Cognetta
Supervisor		Vice President of Operations
Town of Amherst		Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2025-2026 Penflex Ellicott Creek (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
4. Provide pertinent forms for participants to apply for payment upon eligibility, elect or change beneficiaries, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and Department/Company officials, posted by the Department/Company, and sent to Penflex Actuarial Services, LLC.
6. Project the Program's cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the Program.
8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2025-2026 Penflex Ellicott Creek (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2025-10/31/2026 Service Fee Agreement

TOWN OF AMHERST
GETZVILLE FIRE PROTECTION DISTRICT NO. 11
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $4,020

Per-Participant Fee: $21

Payment certification and trustee directive letters: $100 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $28 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $8,000

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2024:

NYS LOSAP Audit Package: NO
GASB 73 Package: YES

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2025:

Complete the NYS LOSAP Audit Package for a fee of $650: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,100: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $1,000 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____
Print Name
Supervisor
Town of Amherst

_____
Signature & Date

Paul A. Cognetta
Paul A. Cognetta
Vice President of Operations
Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2025-2026 Penflex Getzville (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
4. Provide pertinent forms for participants to apply for payment upon eligibility, elect or change beneficiaries, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and Department/Company officials, posted by the Department/Company, and sent to Penflex Actuarial Services, LLC.
6. Project the Program's cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the Program.
8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2025-2026 Penflex Getzville (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2025-10/31/2026 Service Fee Agreement

TOWN OF AMHERST
MAIN TRANSIT FIRE PROTECTION DISTRICT NO. 14
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $4,020

Per-Participant Fee: $21

Payment certification and trustee directive letters: $100 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $28 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $7,600

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2024:

NYS LOSAP Audit Package: NO
GASB 73 Package: YES

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2025:

Complete the NYS LOSAP Audit Package for a fee of $650: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,100: __X__ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $1,000 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____	_____	*Paul A. Cognetta*
Print Name	Signature & Date	Paul A. Cognetta
Supervisor		Vice President of Operations
Town of Amherst		Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2025-2026 Penflex Main Transit (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
4. Provide pertinent forms for participants to apply for payment upon eligibility, elect or change beneficiaries, etc.
5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and Department/Company officials, posted by the Department/Company, and sent to Penflex Actuarial Services, LLC.
6. Project the Program's cash flow needs in order to plan and formulate investment strategy.
7. Prepare written notification/explanation to be sent to persons who cease to participate in the Program.
8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2025-2026 Penflex Main Transit (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2025-10/31/2026 Service Fee Agreement

TOWN OF AMHERST
NORTH AMHERST FIRE PROTECTION DISTRICT NO. 10
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $4,020

Per-Participant Fee: $21

Payment certification and trustee directive letters: $100 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $28 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $5,400

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2024:

NYS LOSAP Audit Package: NO
GASB 73 Package: YES

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2025:

Complete the NYS LOSAP Audit Package for a fee of $650: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,100: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $1,000 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____	_____	*Paul A. Cognetta*
Print Name	Signature & Date	Paul A. Cognetta
Supervisor		Vice President of Operations
Town of Amherst		Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2025-2026 Penflex North Amherst (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
3. One meeting upon request, first with officials and then with volunteers to review the Annual Report, to answer questions from volunteers about their annual statements, and to provide updates on Service Award Program related legislation and on their own Program.
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8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
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10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2025-2026 Penflex North Amherst (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2025-10/31/2026 Service Fee Agreement

TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT NO. 18
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $4,020

Per-Participant Fee: $21

Payment certification and trustee directive letters: $100 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $28 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $6,300

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2024:

NYS LOSAP Audit Package: NO
GASB 73 Package: YES

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2025:

Complete the NYS LOSAP Audit Package for a fee of $650: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,100: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $1,000 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____	_____	*Paul A. Cognetta*
Print Name	Signature & Date	Paul A. Cognetta
Supervisor		Vice President of Operations
Town of Amherst		Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2025-2026 Penflex North Bailey (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
   b. accounts for changes in the Program's assets.
   c. lists the earned Service Awards (defined benefit plans) or accounts for changes in the Program account (defined contribution plans) for each participant.
   d. summarizes the major provisions of the Program.
   e. lists current payment recipients.
   f. includes a service credit listing for current participants.
   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
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8. During normal business hours, have trained staff available to answer questions from officials and designated client contact persons.
9. Throughout the year, receive, review and reconcile financial statements from custodian and/or investment and/or insurance providers.
10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2025-2026 Penflex North Bailey (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2025-10/31/2026 Service Fee Agreement

EAST AMHERST FIRE DEPARTMENT
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $4,020

Per-Participant Fee: $21

Payment certification and trustee directive letters: $100 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $28 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $6,200

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2024:

NYS LOSAP Audit Package: NO
GASB 73 Package: YES

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2025:

Complete the NYS LOSAP Audit Package for a fee of $650: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,100: __X__ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $1,000 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____	_____	*Paul A. Cognetta*
Print Name	Signature & Date	Paul A. Cognetta
Supervisor		Vice President of Operations
Town of Amherst		Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2025-2026 Penflex East Amherst (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
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   g. includes a written description of the actuarial methods and assumptions used to calculate the annual program costs (defined benefit plans).
   h. For members of the Sponsor's Governing Board or Officials, prepare:
      i. "Fact Sheet" which includes current year important information about their Program.
      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
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5. At year-end, provide written instructions about how to prepare the required certified listings to be approved by the Sponsor's Governing Board and Department/Company officials, posted by the Department/Company, and sent to Penflex Actuarial Services, LLC.
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10. Process Service Award payment applications, certify payment amounts and eligibility, prepare payment directives and communicate directly with the payment recipient and/or custodian and/or paying agent when necessary.
11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2025-2026 Penflex East Amherst (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2025-10/31/2026 Service Fee Agreement

SWORMVILLE FIRE COMPANY, INC.
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $4,020

Per-Participant Fee: $21

Payment certification and trustee directive letters: $100 per letter

Preparation of IRS forms 1099 and 1096, preparation of mailing to clients of IRS form 1096 transmittal package with instructions: $28 per each form (minimum charge $50 per client). This service is performed only if your investment provider does not provide it.

Total Estimated Standard and Distribution Services Fees: $6,200

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2024:

NYS LOSAP Audit Package: NO
GASB 73 Package: YES

Auditing Firm: Drescher & Malecki, LLP
Contact Name: Luke Malecki
Email Address: lmalecki@dreschermalecki.com

Please Check 'Yes' Or 'No' For Program Year 2025:

Complete the NYS LOSAP Audit Package for a fee of $650: _____ Yes _____ No
Please refer to the enclosed newsletter titled 'NYS Volunteer Firefighter LOSAP Audit Requirement' for more information.

Complete the GASB 73 Package for a fee of $1,100: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

All other services are optional and are billed only when requested. Please call for fee estimates and purchase order arrangements. Optional services include additional client meetings, drafting of special correspondence and documents, and performing actuarial cost estimate calculations. Plan transfers have a $1,000 processing fee, while plan consolidations or terminations fee will be determined by the complexity of the work upon request.

To authorize Penflex Actuarial Services, LLC. to begin providing these services in accordance with this fee schedule, please have the Town Supervisor sign and return this Service Fee Agreement. Keep a copy for your records.

_____	_____	*Paul A. Cognetta*
Print Name	Signature & Date	Paul A. Cognetta
Supervisor		Vice President of Operations
Town of Amherst		Penflex Actuarial Services, LLC.

_____
Email Address

Attachment: 2025-2026 Penflex Swormville (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

PENFLEX
SERVICE AWARDS FOR FIRE & EMS

SERVICE AWARD PROGRAM STANDARD SERVICES

1. Prepare an annual Service Award Program statement for each Service Award Program participant, including those who are in payment status.
2. Prepare for the record and **for audit purposes** an annual Service Award Program report which:
   a. shows and completely documents the calculation (defined benefit plans) or allocation (defined contribution plans) of the annual Program cost.
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      ii. "Annual Report Commentary" correspondence which alerts officials about emerging issues and/or explains changes in the Program (such as increase/decrease in Program funding costs).
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11. Answer routine questions from Sponsor's auditors about the Program and the Annual Report.
12. When required, prepare vouchers for payments to the Program Trust Fund.

Attachment: 2025-2026 Penflex Swormville (RES-2025-894 : Penflex Service Fee Agreements (CRS#S 5882-5888))

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31074 **RESOLUTION 2025-895** **ADOPTED**

Extension to Lawley Insurance Broker Agreement (CRS #5900) (CRS#1744/CMS#2008)

AGENDA ITEM : OCTOBER 27th, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **October 21, 2025**

Lawley Insurance Broker Agreement Extension (CRS #5900)
(Approved Contract CRS #1744/CMS #2008)

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

WHEREAS, the current contract with Lawley Insurance is set to expire on December 31, 2025; and

WHEREAS, the current contract allowed for two (2) 2-year extensions, this being the second;

THEREFORE BE IT RESOLVED that the Town Board authorizes the Supervisor to execute the extension from January 1, 2026 through December 31,2028.

Thank you.

SBB:nmb:hs
Attachment
c: Tim Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item – October 27, 2025**)

10/27/2025
Consent

FINANCIAL IMPACT:

$55,000/year paid quarterly beginning January 2026 - P1915.4090

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

THIS AGREEMENT made the 12th day of November, 2019 by and between

Town of Amherst, a town of the State of New York, having an office and place of business at 5583 Main Street, Williamsville, NY 14221 (hereafter the "TOWN")

and

LAWLEY SERVICE, INC., a New York company, having an office and principal place of business at 361 Delaware Ave., Buffalo, NY 14202 (hereafter "Lawley")

WITNESSETH:

FIRST: Lawley shall provide insurance and risk management advisor and insurance broker services, as more fully described in Schedule "A", which is attached hereto and made a part hereof (the "Work"). The Work shall be carried out by Lawley in accordance with current industry standards and trade practices.

SECOND: The term of this Agreement shall commence on October 1, 2019 and shall terminate on December 31, 2022 unless terminated earlier pursuant to the provisions of this Agreement. The TOWN in its sole discretion may extend this agreement for up to two (2) periods of 3 years each on the same terms and conditions by giving written notice of same to Lawley at least three (3) months prior to the renewal.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," Lawley shall be paid in the manner and at the rates set forth in Schedule "A", which is attached hereto Unless otherwise expressly stated in this Agreement, no payment shall be made by TOWN to Lawley 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, including any request for partial payment if such is permitted hereunder, shall be submitted by Lawley and paid only after approval by the Town Attorney.

Lawley shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement, in writing by the Town Attorney.

Attachment: LawleyOrigAgree.2019-2022-10212025162311 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

FOURTH: Prior to the making of any payments hereunder, TOWN may, at its option, audit such books and records of Lawley as are reasonably pertinent to this Agreement to substantiate the basis for payment. TOWN shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

FIFTH: (a) The TOWN OF AMHERST, upon 60 days' notice to Lawley, may terminate this Agreement in whole or in part when TOWN deems it to be in its best interest. In such event, Lawley shall be compensated and TOWN shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A". Upon receipt of notice that TOWN is terminating this Agreement in its best interests, Lawley shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the TOWN, and Lawley shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by Lawley prior to the date of termination, it is understood and agreed that the Town Attorney shall determine the value of such Work rendered by Lawley. Lawley shall accept such reasonable and good faith determination as final.

(b) In the event TOWN determines that there has been a material breach by Lawley of any of the terms of the Agreement and such breach remains uncured for seventy-two (72) hours after service on Lawley of written notice thereof, TOWN, in addition to any other right or remedy it might have, may immediately terminate this Agreement and TOWN shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by Lawley. Without limiting the foregoing, upon written notice to Lawley, repeated breaches by Lawley of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SIXTH: Lawley agrees to procure and maintain insurance naming TOWN as additional insured, where applicable, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof, with the exception of Professional Liability insurance coverage in which Lawley shall be required to provide proof of coverage in an amount no less than five million ($5,000,000) dollars per occurrence and aggregate. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", Lawley agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of TOWN, (a) Lawley shall indemnify and hold harmless TOWN, its 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 Lawley or third

Attachment: LawleyOrigAgree.2019-2022-10212025162311 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

parties under the direction or control of Lawley; 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.

The Town agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Lawley, (a) the Town shall indemnify and hold harmless Lawley, its 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 Town or third parties under the direction or control of the Town; 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.

SEVENTH: Lawley expressly agrees that neither it nor any Lawley, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any 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.

EIGHTH: Lawley shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. Lawley 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 others employed to render the Work hereunder.

NINTH: All records or recorded data of any kind compiled by Lawley in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of TOWN. Lawley may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the TOWN. TOWN shall have the right to reproduce and publish such records, if it so desires, at no additional cost to TOWN.

Notwithstanding the foregoing, all deliverables created under this Agreement by Lawley are to be considered "works made for hire." If any of the deliverables do not qualify as "works made for hire," Lawley hereby assigns to TOWN all right, title and interest (including ownership of copyright) in such deliverables and such assignment allows TOWN to obtain in its name copyrights, registrations and similar protections which may be available. Lawley agrees to assist TOWN, if required, in perfecting these rights. Lawley shall provide TOWN with at least one copy of each deliverable.

Attachment: LawleyOrigAgree.2019-2022-10212025162311 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

Lawley agrees to defend, indemnify and hold harmless TOWN for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, Lawley agrees to enable TOWN's continued use of the deliverable, or to modify or replace it. If TOWN determines that none of these alternatives is reasonably available, the deliverable may be returned.

TENTH: Lawley shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of TOWN. Lawley shall not subcontract any part of the Work without the written consent of TOWN, 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 TOWN 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 Agreement. It is recognized and understood by Lawley that for the purposes of this Agreement, all Work performed by a TOWN-approved subcontractor shall be deemed Work performed by Lawley and Lawley shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement.

ELEVENTH: Lawley and TOWN agree that Lawley and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of TOWN or any department, agency or unit thereof. In accordance with their status as independent contractors, Lawley covenants and agrees that neither Lawley 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 TOWN or any department, agency or unit thereof.

TWELFTH: Failure of TOWN 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 TOWN 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 TOWN of any provision hereof shall be implied.

THIRTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by email (read receipt) or facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the TOWN OF AMHERST:

Attachment: LawleyOrigAgree.2019-2022-10212025162311 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

Town Attorney
Town of Amherst
5583 Main Street
Williamsville, NY 14221

To Lawley:
Michael R. Lawley
Lawley Service, Inc.
361 Delaware Ave.
Buffalo, NY 14202

FOURTEENTH: 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.

FIFTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

SIXTEENTH: Lawley hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130. Lawley further represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for Lawley to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for Lawley) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which TOWN may be entitled or any civil or criminal penalty to which any violator may be liable, the TOWN OF AMHERST shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

Attachment: LawleyOrigAgree.2019-2022-10212025162311 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

EIGHTEENTH: 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 Supreme Court, County of Erie.

If any term or provision of this Agreement is held by a court of competent jurisdiction to 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.

NINETEENTH: This Agreement shall not be enforceable until signed by both parties.

IN WITNESS WHEREOF,

TOWN OF AMHERST and Lawley have caused this Agreement to be executed.

TOWN OF AMHERST

By: _____
Name: Brian Kulpa
Title: Town Supervisor

Date: 11/15/19

LAWLEY SERVICE, INC.

By: _____
Name: Michael R. Lawley
Title: Principal

Date: 11/5/19

Attachment: LawleyOrigAgree.2019-2022-10212025162311 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

SCHEDULE "A"

SCOPE OF SERVICES AND FEES

I. Insurance Brokerage Services

Lawley shall have the responsibility of acting as the TOWN's insurance and risk management representative to the insurance marketplace. The TOWN reserves the right to determine which coverages will be placed by Lawley. As part of the annual insurance marketing process, Lawley shall take into account and address for each of the lines of insurance the TOWN holds, including

- There will be no reduction in policy limits, coverage terms and conditions, or increase in deductibles - unless the market conditions will not allow a similar renewal or without prior written approval of the TOWN.
- Estimate premium savings or premium increases by policy and by specific coverage enhancements.
- Estimate the additional premium (if any) to reduce any of the retention or deductible levels under the existing coverages.
- Principal markets contacted and the advantages and disadvantages of each option.
- Determine whether the current policies be consolidated, changed, or endorsed in order to obtain premium savings or increase the breadth of coverage.
- All insurance policies are to be placed with insurance companies that have an A.M. Best rating of at least A- with a financial size category rating of VIII. All carriers must be licensed to do business in New York State. Exceptions to this can be obtained via written approval by the TOWN Attorney prior to placement of coverage.
- Advise on use of wholesalers or intermediaries.
- Lawley shall conduct annual risk financing alternatives analysis and provide programmatic advice to the TOWN that will serve to achieve the TOWN's cost containment and program quality objectives.
- Lawley shall report to the TOWN Attorney on how Lawley will issue and update publications describing the TOWN's insurance policies. An insurance summary of each policy shall be written which will include all pertinent information regarding limits, deductibles, perils, exclusions, etc.

Attachment: LawleyOrigAgree.2019-2022-10212025162311 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

On an annual basis, in advance of the renewal date of existing or new insurance policies and in conjunction with the TOWN Attorney, the following activities shall be performed by Lawley:

- Review of insurance market conditions in terms of capacity, pricing and limitations or extensions of coverages.
- Conduct a financial review of present or proposed insurance companies to confirm the current companies meet the TOWN's financial stability requirements.
- Conduct an exposure analysis and prepare reports of all exposures to accidental event risk loss which can be covered by insurance.
- Review all identified risks to determine if risks have increased or decreased.
- Compile information for underwriters in order for them to be able to fairly evaluate their exposures and accept the transfer of the TOWN's risks.
- Review and document all placed policies, cover notes and binders to make sure they contain the correct information on pricing, terms, conditions and other relevant information.
- Annually, (if possible given market conditions) submit the following year's proposed insurance costs, no less than thirty (30) days prior to renewal.
- Annually, policies are to be received by the TOWN within 45 days of the date they are obtained from underwriters by Lawley.

II. Lawley Compensation

- The TOWN will pay Lawley a fee in the amount of $55,000.00 (the "Fee") per year for Insurance Placement Services. The fee will be billed in quarterly installments, beginning January 2020.
- In the event that commission is required to be paid to Lawley in accordance with NYS Insurance Law and Circular Letter No. 9 (2009) of the NYS Department of Financial Services, Lawley will identify the policies subject to commission payments and adjust future fee invoices to reflect the amount of commissions paid to Lawley.
- The Fee will be payable within 30 days after the TOWN receives an undisputed invoice for the Fee from Lawley.
- Fees for Additional Services not covered by this Agreement may be charged at a rate to be determined and agreed upon by the Town Board and Lawley.

Attachment: LawleyOrigAgree.2019-2022-10212025162311 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

SCHEDULE "B"

Insurance Requirements for Lawley

a) **Workers Compensation:**

Part 1: Workers Compensation: Statutory
Part 2: Employers Liability: $1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b) **New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

c) **Commercial General Liability:**

- $2,000,000. General Aggregate
- $2,000,000. Products/Completed Operations Aggregate
- $1,000,000. Each Occurrence
- $1,000,000. Personal Injury/Advertising Liability
- Town of Amherst to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

d) **Automobile Liability:**

- $1,000,000. Each Accident
- Town of Amherst to be scheduled as an Additional Insured.

e) **Umbrella Liability:**

- $5,000,000. Each Occurrence
- $5,000,000. Aggregate
- Town of Amherst to be scheduled as an Additional Insured
-

f) **Professional Liability**:

- $5,000,000. Per Claim
- $5,000,000. Aggregate

g) **Cyber Liability**:

- $5,000,000. Per Claim
- $5,000,000. Aggregate

Attachment: LawleyOrigAgree.2019-2022-10212025162311 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

CONTRACT EXTENSION

Let this document serve as a three (3) year extension of the Agreement between the Town of Amherst, New York and Lawley Service, Inc., dated November 12, 2019 (CRS#1744/CMS#2008_) under the same terms and conditions as stated in the original agreement. The extension period will run from January 1, 2023 through December 31, 2025.

Agreed to and Accepted By:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: 12/22/22

LAWLEY SERVICE, INC.

By: _____

Printed Name: Michael R. Lawley, Principal

Date: November 22, 2022

Attachment: LawleyContract.1stExtension-10212025162054 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

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

Jeffery C. Zeplowitz
Town Clerk

Meeting: 11/12/19 07:00 PM
Department: Town Attorney
Initiated by: **Stanley J. Sliwa**
Co-Sponsored by:

DOC ID: 21201 **RESOLUTION 2019-1232** **ADOPTED**

Insurance Broker Agreement - Lawley Service, Inc. (CRS #1744)

AGENDA ITEM - NOVEMBER 12TH, 2019

TO: **Town Board**

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

DATE: **November 6, 2019**

RE: **2019-2022 Insurance Broker Agreement (CRS# 1744)**
Between The Town of Amherst and Lawley Service, Inc.

Kindly adopt a resolution authorizing the Supervisor to execute the attached Insurance Broker Agreement with Lawley Service, Inc. pending successful completion of the CRS.

This agreement replaces CRS #1623.

Thank you.

SJS:nmb
Attachment
c: Kathy Cooper, Deputy Town Clerk
(w/attachment, **Agenda Item: November 12, 2019**)

11/12/2019
A motion to approve was made by Supervisor Kulpa, seconded by Deputy Supervisor Spoth and unanimously approved 5-0.

FINANCIAL IMPACT:

$55,000/year paid quarterly beginning January 2020 (P1915.4090) with credit for any commission earned (Estimated net savings of ~$21,000)

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

Attachment: LawleyContract.1stExtension-10212025162054 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

Attachment: LawleyContract.1stExtension-10212025162054 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

THIS AGREEMENT made the 12th day of November, 2019 by and between

Town of Amherst, a town of the State of New York, having an office and place of business at 5583 Main Street, Williamsville, NY 14221 (hereafter the "TOWN")

and

LAWLEY SERVICE, INC., a New York company, having an office and principal place of business at 361 Delaware Ave., Buffalo, NY 14202 (hereafter "Lawley")

WITNESSETH:

FIRST: Lawley shall provide insurance and risk management advisor and insurance broker services, as more fully described in Schedule "A", which is attached hereto and made a part hereof (the "Work"). The Work shall be carried out by Lawley in accordance with current industry standards and trade practices.

SECOND: The term of this Agreement shall commence on October 1, 2019 and shall terminate on December 31, 2022 unless terminated earlier pursuant to the provisions of this Agreement. The TOWN in its sole discretion may extend this agreement for up to two (2) periods of 3 years each on the same terms and conditions by giving written notice of same to Lawley at least three (3) months prior to the renewal.

THIRD: For the Work to be performed pursuant to Paragraph "FIRST," Lawley shall be paid in the manner and at the rates set forth in Schedule "A", which is attached hereto Unless otherwise expressly stated in this Agreement, no payment shall be made by TOWN to Lawley 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, including any request for partial payment if such is permitted hereunder, shall be submitted by Lawley and paid only after approval by the Town Attorney.

Lawley shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement, in writing by the Town Attorney.

FOURTH: Prior to the making of any payments hereunder, TOWN may, at its option, audit such books and records of Lawley as are reasonably pertinent to this Agreement to substantiate the basis for payment. TOWN shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

FIFTH: (a) The TOWN OF AMHERST, upon 60 days' notice to Lawley, may terminate this Agreement in whole or in part when TOWN deems it to be in its best interest. In such event, Lawley shall be compensated and TOWN shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A". Upon receipt of notice that TOWN is terminating this Agreement in its best interests, Lawley shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the TOWN, and Lawley shall direct any approved subcontractors to do the same.

In the event of a dispute as to the value of the Work rendered by Lawley prior to the date of termination, it is understood and agreed that the Town Attorney shall determine the value of such Work rendered by Lawley. Lawley shall accept such reasonable and good faith determination as final.

(b) In the event TOWN determines that there has been a material breach by Lawley of any of the terms of the Agreement and such breach remains uncured for seventy-two (72) hours after service on Lawley of written notice thereof, TOWN, in addition to any other right or remedy it might have, may immediately terminate this Agreement and TOWN shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by Lawley. Without limiting the foregoing, upon written notice to Lawley, repeated breaches by Lawley of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SIXTH: Lawley agrees to procure and maintain insurance naming TOWN as additional insured, where applicable, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof, with the exception of Professional Liability insurance coverage in which Lawley shall be required to provide proof of coverage in an amount no less than five million ($5,000,000) dollars per occurrence and aggregate. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", Lawley agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of TOWN, (a) Lawley shall indemnify and hold harmless TOWN, its 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 Lawley or third

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The Town agrees: that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Lawley, (a) the Town shall indemnify and hold harmless Lawley, its 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 Town or third parties under the direction or control of the Town; 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.

SEVENTH: Lawley expressly agrees that neither it nor any Lawley, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any 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.

EIGHTH: Lawley shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. Lawley 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 others employed to render the Work hereunder.

NINTH: All records or recorded data of any kind compiled by Lawley in completing the Work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of TOWN. Lawley may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the TOWN. TOWN shall have the right to reproduce and publish such records, if it so desires, at no additional cost to TOWN.

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ELEVENTH: Lawley and TOWN agree that Lawley and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of TOWN or any department, agency or unit thereof. In accordance with their status as independent contractors, Lawley covenants and agrees that neither Lawley 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 TOWN or any department, agency or unit thereof.

TWELFTH: Failure of TOWN 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 TOWN 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 TOWN of any provision hereof shall be implied.

THIRTEENTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by email (read receipt) or facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the TOWN OF AMHERST:

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Town Attorney
Town of Amherst
5583 Main Street
Williamsville, NY 14221

To Lawley:
Michael R. Lawley
Lawley Service, Inc.
361 Delaware Ave.
Buffalo, NY 14202

FOURTEENTH: 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.

FIFTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

SIXTEENTH: Lawley hereby represents that, if operating under an assumed name, it has filed the necessary certificate pursuant to New York State General Business Law Section 130. Lawley further represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for Lawley to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for Lawley) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which TOWN may be entitled or any civil or criminal penalty to which any violator may be liable, the TOWN OF AMHERST shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

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If any term or provision of this Agreement is held by a court of competent jurisdiction to 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.

NINETEENTH: This Agreement shall not be enforceable until signed by both parties.

IN WITNESS WHEREOF,

TOWN OF AMHERST and Lawley have caused this Agreement to be executed.

TOWN OF AMHERST

By: _____
Name: Brian Kulpa
Title: Town Supervisor

Date: 11/15/19

LAWLEY SERVICE, INC.

By: _____
Name: Michael R. Lawley
Title: Principal

Date: 11/5/19

Attachment: LawleyContract.1stExtension-10212025162054 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

Attachment: LawleyContract.1stExtension-10212025162054 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

SCHEDULE "A"

SCOPE OF SERVICES AND FEES

I. Insurance Brokerage Services

Lawley shall have the responsibility of acting as the TOWN's insurance and risk management representative to the insurance marketplace. The TOWN reserves the right to determine which coverages will be placed by Lawley. As part of the annual insurance marketing process, Lawley shall take into account and address for each of the lines of insurance the TOWN holds, including

- There will be no reduction in policy limits, coverage terms and conditions, or increase in deductibles - unless the market conditions will not allow a similar renewal or without prior written approval of the TOWN.
- Estimate premium savings or premium increases by policy and by specific coverage enhancements.
- Estimate the additional premium (if any) to reduce any of the retention or deductible levels under the existing coverages.
- Principal markets contacted and the advantages and disadvantages of each option.
- Determine whether the current policies be consolidated, changed, or endorsed in order to obtain premium savings or increase the breadth of coverage.
- All insurance policies are to be placed with insurance companies that have an A.M. Best rating of at least A- with a financial size category rating of VIII. All carriers must be licensed to do business in New York State. Exceptions to this can be obtained via written approval by the TOWN Attorney prior to placement of coverage.
- Advise on use of wholesalers or intermediaries.
- Lawley shall conduct annual risk financing alternatives analysis and provide programmatic advice to the TOWN that will serve to achieve the TOWN's cost containment and program quality objectives.
- Lawley shall report to the TOWN Attorney on how Lawley will issue and update publications describing the TOWN's insurance policies. An insurance summary of each policy shall be written which will include all pertinent information regarding limits, deductibles, perils, exclusions, etc.

On an annual basis, in advance of the renewal date of existing or new insurance policies and in conjunction with the TOWN Attorney, the following activities shall be performed by Lawley:

- Review of insurance market conditions in terms of capacity, pricing and limitations or extensions of coverages.
- Conduct a financial review of present or proposed insurance companies to confirm the current companies meet the TOWN's financial stability requirements.
- Conduct an exposure analysis and prepare reports of all exposures to accidental event risk loss which can be covered by insurance.
- Review all identified risks to determine if risks have increased or decreased.
- Compile information for underwriters in order for them to be able to fairly evaluate their exposures and accept the transfer of the TOWN's risks.
- Review and document all placed policies, cover notes and binders to make sure they contain the correct information on pricing, terms, conditions and other relevant information.
- Annually, (if possible given market conditions) submit the following year's proposed insurance costs, no less than thirty (30) days prior to renewal.
- Annually, policies are to be received by the TOWN within 45 days of the date they are obtained from underwriters by Lawley.

II. Lawley Compensation

- The TOWN will pay Lawley a fee in the amount of $55,000.00 (the "Fee") per year for Insurance Placement Services. The fee will be billed in quarterly installments, beginning January 2020.
- In the event that commission is required to be paid to Lawley in accordance with NYS Insurance Law and Circular Letter No. 9 (2009) of the NYS Department of Financial Services, Lawley will identify the policies subject to commission payments and adjust future fee invoices to reflect the amount of commissions paid to Lawley.
- The Fee will be payable within 30 days after the TOWN receives an undisputed invoice for the Fee from Lawley.
- Fees for Additional Services not covered by this Agreement may be charged at a rate to be determined and agreed upon by the Town Board and Lawley.

Attachment: LawleyContract.1stExtension-10212025162054 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

Attachment: LawleyContract.1stExtension-10212025162054 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900)

SCHEDULE "B"

Insurance Requirements for Lawley

a) Workers Compensation:

Part 1: Workers Compensation: Statutory
Part 2: Employers Liability: $1,000,000.

Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b) **New York Disability Benefits Liability:** Statutory coverage if New York State domiciled employees are used.

c) Commercial General Liability:

- $2,000,000. General Aggregate
- $2,000,000. Products/Completed Operations Aggregate
- $1,000,000. Each Occurrence
- $1,000,000. Personal Injury/Advertising Liability
- Town of Amherst to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory

d) Automobile Liability:

- $1,000,000. Each Accident
- Town of Amherst to be scheduled as an Additional Insured.

e) Umbrella Liability:

- $5,000,000. Each Occurrence
- $5,000,000. Aggregate
- Town of Amherst to be scheduled as an Additional Insured
-

f) **Professional Liability**:

- $5,000,000. Per Claim
- $5,000,000. Aggregate

g) **Cyber Liability**:

- $5,000,000. Per Claim
- $5,000,000. Aggregate

Attachment: LawleyExt2.2026-2028 (RES-2025-895 : Extension to Lawley Insurance Broker Agreement (CRS #5900) (CRS#1744/CMS#2008))

The Town of Amherst wishes to extend this agreement for an additional contract period, from January 1, 2026 through December 31, 2028, under the same pricing structure, terms and conditions as the original agreement.

This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend.

If you wish to extend, please return one (1) signed original to:

Town of Amherst Town Attorney's Office
5583 Main Street
Williamsville, NY 14221

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

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

Company Name: Lawley Service, Inc.

Representative (Please print):__Michael R. Lawley_____

Title: _Principal_____

Signature: _____ Date: 10/14/25

Acceptance by the Town of Amherst:

_____
Brian J. Kulpa, Supervisor

Date: _____

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31075 **RESOLUTION 2025-896** **ADOPTED**

Settlement of Property Damage Claim

AGENDA ITEM : OCTOBER 27th, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **October 21, 2025**

Settlement of Property Damage Claim
Town of Amherst v. Brionna Crump

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

WHEREAS, the Town Board authorizes settlement in the amount of $2,834.60 to be paid to the Town of Amherst with respect to a damaged streetlight and pole on Sunshine Drive;

THEREFORE BE IT RESOLVED that the Town Board authorizes the Supervisor to sign the release relative to the above matter.

SBB:nmb:hs

c: Tim Koller, Deputy Town Attorney (**Agenda Item : October 27, 2025**)

10/27/2025
Consent

FINANCIAL IMPACT:

Revenue - $2,834.60 - Account TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31076 **RESOLUTION 2025-897** **ADOPTED**

Settlement of Property Damage Claim

AGENDA ITEM : OCTOBER 27th, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **Settlement of Property Damage Claim**
Town of Amherst v. Brown

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

WHEREAS, the Town Board authorizes settlement in the amount of $2,264.69 to be paid to the Town of Amherst with respect to signal damage at Henel and Alberta;

THEREFORE BE IT RESOLVED that the Town Board authorizes the Supervisor to sign the release relative to the above matter.

SBB:nmb:hs

c: Tim Koller, Deputy Town Attorney (**Agenda Item : October 27, 2025**)

10/27/2025
Consent

FINANCIAL IMPACT:

Revenue - $2,264.69 - Account TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Attorney
Initiated by: **Steven B. Bengart**
Co-Sponsored by:

DOC ID: 31082 **RESOLUTION 2025-898** **ADOPTED**

2025-2028 Intermunicipal Snow Removal and Ice Control Agreement Between TOA/COE (CRS #5845)

AGENDA ITEM : OCTOBER 27, 2025

TO: **Town Board**

FROM: **Steven B. Bengart, Esq., Town Attorney**

DATE: **October 22, 2025**

RE: **2025-2028 Snow and Ice Control Agreement (CRS #5845) Between Town of Amherst and County of Erie**

Kindly adopt a resolution authorizing the Supervisor to execute the attached agreement (CRS #5845) and annexed exhibits requiring municipal approval.

Thank you.

SBB:rms
Attachment
c: Timothy Koller, Deputy Town Clerk
(*w/attachment,* **Agenda Item : October 27, 2025)**
Steve Floss, Highway Superintendent (*w/attachment*)

10/27/2025
Consent

FINANCIAL IMPACT:

Revenue will be $458,290.17 in 2025; $476,622.06 in 2026; $495,686.73 in 2027

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

ERIE COUNTY 2025-2028
INTERMUNICIPAL SNOW REMOVAL AND ICE CONTROL AGREEMENT

THIS INTERMUNICIPAL SNOW REMOVAL AND ICE CONTROL AGREEMENT (this "Agreement") made and entered into as of the _____day of _____, 2025, by and between the **COUNTY OF ERIE**, a municipal corporation organized under the laws of the State of New York having its offices at 95 Franklin Street, Buffalo, New York, (hereinafter referred to as the "County") and the **TOWN OF AMHERST**, a municipal corporation within the County of Erie, having its offices at **5583 MAIN STREET, WILLIAMSVILLE,** New York, (hereinafter referred to as the "Municipality").

W I T N E S S E T H:

WHEREAS, the County owns, operates, and maintains a highway system located throughout the towns and villages of the County; and

WHEREAS, the County's Department of Public Works is responsible for administering and supervising all County related highway work, including the removal of snow and control of ice on County roadways; and

WHEREAS, the County wishes to contract with the Municipality for the removal of snow and control of ice on certain County roadways defined herein; and

WHEREAS, the Municipality has appropriate personnel and equipment to properly maintain County roadways for the purposes of snow removal and ice control; and

WHEREAS, on _____, 2025, the Municipality's Board approved a resolution in support of the Municipality contracting with the County for snow removal and ice control services; and

WHEREAS, on **July 24, 2025**, the Erie County Legislature approved resolution Comm. **13E-9** supporting the arrangement described herein.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and consideration contained herein, the County and the Municipality (collectively the "Parties") agree as follows:

Attachment: Erie County 2025-2028 Snow Removal.Ice Control Agreement (RES-2025-898 : 2025-2028 Intermunicipal Snow Removal and Ice

1. **RECITALS**: The foregoing Recitals are incorporated into the terms of this Agreement.

2. **DEFINITIONS**: Capitalized terms used but not defined herein shall have the meanings ascribed to them in this paragraph 2.

   a. **Snow Season** shall be defined as beginning on September 1st and ending of April 30th of the following calendar year.

   b. **Lane Mile** shall mean a portion of any County road which is one mile long and of sufficient width to allow for the safe passage of a vehicle. Shoulders, median strips and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All County roads shall be considered to be at least two lanes wide for such purposes.

   c. **Remove** shall mean that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.

   d. **Push Back** after storm is over, plowed snow should be plowed back as far as possible to provide snow storage in anticipation of the next storm.

   e. **Shelving/Benching** additional snow storage can be provided by plowing high level snow banks with the wing elevated. The wing should be at least three feet off the pavement to avoid hitting guide rail.

   f. **Extra Work** (requires prior approval of ECDPW) the removal of snow from areas requiring loading equipment and hauling vehicles, front end loaders, snow blowers or heavy dump trucks are usually used for this purpose.

   g. **Municipal Executive** shall mean the Municipality's Mayor, Supervisor, Administrator, Highway Superintendent or DPW Commissioner.

3. **TERM**: The term of this Agreement shall be for a three-year period beginning on **September 1, 2025 and expiring on August 31, 2028** and will include three (3) Snow Seasons. This Agreement shall be reviewed annually in accordance with paragraph 10 of this Agreement. This Agreement may be extended at the request of the County with the approval of the Municipality. The Parties agree that they will commence discussion or negotiations pertaining to the extensions or renewal of this Agreement, whether in whole or in part, beginning **March of 2028**.

4. **SERVICES:** This Agreement shall include all activities necessary to control snow and ice on County roads, together with all necessary labor, equipment and materials. The Municipality agrees to Remove snow and to control ice and snow on the County roads, hereinafter listed on **Exhibit A**.

Attachment: Erie County 2025-2028 Snow Removal.Ice Control Agreement (RES-2025-898 : 2025-2028 Intermunicipal Snow Removal and Ice

The Municipality will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to meet the goal of providing safe and passable roadways. The Municipality shall clear such County highways of snow and ice as designated by the County, to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the County to be in the best interest of the public.

At all times, the County reserves the right to call out the Municipality to Remove and/or clear snow and ice and the Municipality hereby agrees to respond within a reasonable period of time. Both Parties shall **designate a 24-hour contact person**, with whom the County or the Municipality will contact in the event that either Party determines it is necessary to call out the other.

The Municipality will notify the County, in writing, when a higher level of snow removal is potentially required. The County will have a written response to the Municipality within twenty-four (24) hours of such notification as to whether or not the County is going to do the work themselves or have the Municipality do the higher level of snow removal. If the County District Engineer orders the work, with the approval of the County's Commissioner of Public Works, and the Municipality satisfactorily performs the work, the Municipality will be compensated by the County as follows:

- Labor shall be billed at the applicable Municipal rate; and
- Equipment will be billed at the present FEMA rates for such equipment.

In the event the Municipality does not perform as required per Section 2 of this Agreement, the County and the Municipality will be required to meet, as soon as possible, within ten (10) business days to settle the dispute.

5. **LANE MILES**: The schedule of County roads and number of Lane Miles that are subject to this Agreement are attached hereto and incorporated herein as **Exhibit A: Lane Mile Confirmation.** Shoulders, median strips and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All County roads shall be considered to be at least two lanes wide for such purposes. The number of Lane Miles for which compensation shall be paid hereunder is as set forth on **Exhibit A**.

6. **REPORTING REQUIREMENTS**: The Municipality agrees to complete daily log reports evidencing the work performed under this Agreement, a copy of which is attached hereto as **Exhibit B: Form SI-7ECrev**. The invoices, signed by the Municipal Executive, shall be submitted with the supporting documentation at least forty-five (45) days in advance of payment, as listed below in paragraph 7.

Attachment: Erie County 2025-2028 Snow Removal.Ice Control Agreement (RES-2025-898 : 2025-2028 Intermunicipal Snow Removal and Ice

7. **PAYMENT:** The County agrees to reimburse the Municipality for services each year, subject to the terms and conditions enumerated herein, in the form of two (2) payments, payable as follows:

   $5,279.96 Snow Season Year 1, beginning September 1, 2025 through August 31, 2026:
   $2,639.98 x number of Lane Miles in Exhibit A by December 15, 2025; and
   $2,639.98 x number of Lane Miles in Exhibit A by April 15, 2026.

   $5,491.16 Snow Season Year 2, beginning September 1, 2026 through August 31, 2027:
   $2,745.58 x number of Lane Miles in Exhibit A by December 15, 2026; and
   $2,745.58 x number of Lane Miles in Exhibit A by April 15, 2027.

   $5,710.80 Snow Season Year 3, beginning September 1, 2027 through August 31, 2028:
   $2,855.40 x number of Lane Miles in Exhibit A by December 15, 2027; and
   $2,855.40 x number of Lane Miles in Exhibit A by April 15, 2028.

   Payments shall be made on invoices submitted by the Municipality to the County's Department of Public Works ("Department"). The invoices shall be signed by the Municipal Executive and shall be submitted to the Department at least forty-five (45) days in advance of payment, as listed above.

8. **INDEMNIFICATION**: To the fullest extent permitted by law, the Municipality agrees that it will, at its own expense, indemnify and hold harmless the County, its 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 Municipality or third parties under the direction or control of the Municipality; and 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. The County agrees that it shall provide timely notice to the Municipality of any claim, action of proceeding, which may be filed or commences against the County by reason of the performance of such work.

9. **INSURANCE**: As a part of its obligation to indemnify, defend and hold harmless the County, its officers, agents and employees, as set forth above, the Municipality agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the County as an additional insured, as described in **Exhibit C: County of Erie Standard Insurance Certificate and Instructions, Classification G,** which is attached hereto and incorporated herein.

   In lieu of the foregoing, the Municipality may furnish satisfactory evidence of a self-insurance plan acceptable to the Erie County Attorney and/or Risk Management.

10. **AMENDMENT/TERMINATION**: Any modifications made to the terms of this Agreement which are mutually agreed upon by the Parties, in writing, shall become effective immediately, or as otherwise agreed.

Attachment: Erie County 2025-2028 Snow Removal.Ice Control Agreement (RES-2025-898 : 2025-2028 Intermunicipal Snow Removal and Ice

Prior to the commencement of each Snow Season, the County will annually notify the Municipality, in writing, of any proposed modification(s) to this Agreement by September 1st. It is understood and agreed by the Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Municipality and made a part hereof, except that in the event that the Municipality does not concur with the modification, the Municipal Executive may submit a letter of dispute to the County within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence.

The Municipality and the County shall attempt to resolve the matter. If a resolution is unsuccessful, either Party may choose to terminate this Agreement upon thirty (30) days written notice to the other Party; however a request to terminate must be made no later than October 1st of each year. In the event a request to terminate is made after October 1st, said termination shall not be effective until the end of the current Snow Season, unless mutually agreed to, in writing, by the Parties.

11. **EXECUTORY:** It is understood by the parties that this Agreement shall be executory only to the extent of the monies available to the County of Erie and appropriated therefore, and no liability shall be incurred by the County beyond the monies available and appropriated for these purposes.

12. **SUCCESSORS:** This Agreement shall bind the successors, assigns and representatives of the Parties hereto.

13. **ASSIGNMENT:** This Agreement shall not be assigned without the written permission of the County.

14. **WAIVER:** Failure of any of the Parties to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon a recurrence of violation of such rights or event of default.

15. **GOVERNING LAW**: This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.

16. **ENTIRE AGREEMENT**: 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. 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.

Attachment: Erie County 2025-2028 Snow Removal.Ice Control Agreement (RES-2025-898 : 2025-2028 Intermunicipal Snow Removal and Ice

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

COUNTY OF ERIE

By:_____
Mark Poloncarz/Lisa Chimera
County Executive/Deputy County Executive

MUNICIPALITY

By:_____
Name:
Title:

APPROVED AS TO CONTENT:

By: **Electronically Signed**
William E. Geary, Jr., Commissioner
Department of Public Works

APPROVED AS TO FORM:

By: **Electronically Signed**
Kristen M. Walder
Deputy County Attorney

Document # _____-PW

FOR THE MUNICIPALITY:

State of New York} ss.
County of Erie}

On this _____day of _____, 2025, before me, the undersigned, personally appeared _____, to me 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 entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

_____
Notary Public

Attachment: Erie County 2025-2028 Snow Removal.Ice Control Agreement (RES-2025-898 : 2025-2028 Intermunicipal Snow Removal and Ice

2025-2028

SNOW REMOVAL AND ICE CONTROL AGREEMENT WITH ERIE COUNTY

	2025-2028 SNOW REMOVAL AND ICE CONTROL AGREEMENT WITH ERIE COUNTY			
$5,279.96 FOR 2025-2026 SNOW SEASON, BEGINNING SEPTEMBER 1, 2025 THROUGH AUGUST 31, 2026				
	RATE	LANE MILES	TOTAL	
	$2,639.98	88.50	$233,638.23	BY DECEMBER 15, 2025
	$2,639.98	88.50	$233,638.23	BY APRIL 15, 2026
			$467,276.46	TOTAL FOR SEASON
$5,491.16 FOR 2026-2027 SNOW SEASON, BEGINNING SEPTEMBER 1, 2026 THROUGH AUGUST 31, 2027				
	RATE	LANE MILES	TOTAL	
	$2,745.58	88.50	$242,983.83	BY DECEMBER 15, 2026
	$2,745.58	88.50	$242,983.83	BY APRIL 15, 2027
			$485,967.66	TOTAL FOR SEASON
$5,710.80 FOR 2027-2028 SNOW SEASON, BEGINNING SEPTEMBER 1, 2027 THROUGH AUGUST 31, 2028				
	RATE	LANE MILES	TOTAL	
	$2,855.40	88.50	$252,702.90	BY DECEMBER 15, 2027
	$2,855.40	88.50	$252,702.90	BY APRIL 15, 2028
			$505,405.80	TOTAL FOR SEASON

Erie County
Department of Public Works

2022-2025 ERIE COUNTY SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION

Town of Amherst
5583 Main Street
Williamsville, NY 14221

Erie County Highway Maintenance District 2

County Road Number	Street Name	FROM	TO	MILES	Lane Miles
152	Bailey Avenue	Sheridan	Grover Cleveland	1.10	3.70
295	Casey Road	Transit	Dodge	2.09	4.18
299	East Robinson Road	Niagara Falls Boulevard	Sweethome/ N French	1.50	3.00
130	Eggert Road	Niagara Falls Boulevard	Main	2.60	8.40
	Harlem/Eggert Rd	Main	City Line		
195	Evans Street	Sheridan	Main	1.02	2.04
173	Heim Road	North Forest	Dodge	1.77	3.54
87	Hopkins Road	Sheridan	Millersport Hwy (RT 263)	6.10	15.80
87	Hopkins Rd	Millersport Hwy (RT 263)	Tonawanda Creek Road		
307	Kenmore Avenue	Niagara Falls Boulevard	Main	0.31	1.24
557	Mill Street	Sheridan	Williamsville Town Line	0.69	1.38
186	New Road	North French/Dodge	Millersport Hwy (RT 263)	3.45	6.90
186	New Road	Millersport Hwy (RT 263)	Dodge County Line		
294	North Forest Road	Sheridan	Dodge	6.09	12.18
299	North French Road	Transit	Millersport Hwy (RT 263)	5.73	11.20
299	North French Rd	Millersport Hwy (RT 263)	Sweethome		
297	Smith Road	Transit	Millersport Hwy (RT 263)	2.60	5.20
297	Smith Rd	Millersport Hwy (RT 263)	Hopkins		
171	Sweet Home Road-171	Eggert	Maple	1.11	2.20
301	Sweet Home Road-301	North Ellicott	Tonawanda Creek Road	2.35	4.70
554	Youngs Road*	Main	Wehrle	1.42	2.84
			Total	**39.93**	**88.50**

UPDATE INFO BELOW, 24 HR CONTACT REQUIRED BY CONTRACT

VERIFIED BY: _____
MUNICIPALITY REPRESENTATIVE SIGNATURE

VERIFIED BY: _____
ERIE COUNTY REPRESENTATIVE

Position	Supervisor	Clerk	Engineer	Highway Superintendent	24 HOUR CONTACT
Name	Brian J. Kulpa	Francina J. Spoth	Jeffrey Burroughs, P.E.	Steve Floss	
Address	See Above	See Above	1100 North Forest Rd. Williamsville, NY 14221	1042 North Forest Road Williamsville, NY 14221	
Phone (Office)	631-7032	631-7045	631-7154	631-7117	
Phone (Home)				632-5006	
Phone (Cell/Mobile)				208-6281	
Fax	631-7146	631-7152		631-8934	
E-mail	-		-	sfloss@	-
	...@amherst.ny.us				

*(Youngs Road) portion in Cheektowaga

Town of Amherst

Attachment: Erie County 2025-2028 Snow Removal.Ice Control Agreement (RES-2025-898 : 2025-2028 Intermunicipal Snow Removal and Ice

EXHIBIT B

ERIE COUNTY SNOW & ICE EQUIPMENT OPERATOR'S REPORT

For Control of Snow and Ice on Erie County Roads, Agreement Section: *SIXTH*

FORM SI-7ECrev

1. Municipality Name:	3. Date:
5. Equipment Number:	

HOURS WORKED WITH THIS EQUIPMENT			COUNTY ROUTES	SEE ITEM CODES & DESCRIPTION BELOW			MATERIAL USED (EST)	
10. Regular	11. OT Hold Over	12. OT Call Out	15. Routes Worked On	16. Work Code	17. S&I Event	18. Highway Condition	23. Code & Ratio	24. Quantity (EST.)
			26. Supervisor's Signature and Title					

USE BELOW & BACK OF FORM FOR DETAILS ON WEATHER CONDITIONS AND TEMPURATURES, HIGHWAY CONDITIONS, ACCIDENT NOTES, ETC.

Item 16. Work Function Code

Code	Description	Code	Description
A00	Haul Materials	J06	Install S&I Markers
A11	Manage Field Operations	J05	Storm Preparedness
A12	Supervisory Patrolling	J07	Materials Mixing
B00	Load Materials (not by Driver)	J08	Spot Treat, OPP
B99	Unload Materials	J09	Spot Treat, TPP
C61	Sweep/Salt Propelled	J40	Routine Banching (Truck, Grader only)
C62	Sweep Drawn Broom	J41	Other S&I Cleanup (Snowblower)
G01	Clear Culverts, etc	J51	Remove Hard Pack
H38	Clear Bridges, etc	J71	Snow Fence (Install/Remove)
J01	Plow/Spread OPP		
J02	Plow/Spread TPP		

NOTE: OPP = One Person Crew; TPP = Two Person Crew

Item 17. Snow & Ice Event

Code	Description
LS	Light Snow
LMH	Light Snow/some MH
MHS	Moderate/Heavy Snow
FR	Freezing Rain
SL	Sleet
FBI	Frost/Black Ice

Item 18. Highway Conditions

Code	Description
SN	Snow Covered
SL	Sluch
HI	Icy
SS	Slippery Spots
P	Pack
W	Wet
D	Dry

Item 23. Material Used (ESTIMATE)

Code	Description	Quantity
10	Salt (NaCl)	C.Y.*
17	NaCl w/MAGic	C.Y.*
15	Salt Brine	Gal.
13	Cal. Chloride (Flaks)	Lbs.
11	Calcium Chloride	Gal
12	Magnesium Chloride	Gal
16	MAGic	Gal
04	Sand (Dumped)	C.Y.*
07	Mix (Sand/Salt?)	C.Y.*
99	Other (_____)	C.Y.*
20	Snow Fence	L.F.

*or tons, if information is from ground speed controller

NOTES: _____

All Purposes Public Entity Contracts (G)

County of Erie Standard Insurance Certificate

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

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

PRODUCER	CONTACT NAME PHONE (A/C No Ext) FAX A/C No. EMAIL ADDRESS PRODUCER CUSTOMER ID #:
INSURED	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY							
	[X] COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR	X	X				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS COMP/OP AGG	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS	X	X				BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
	[X] UMBRELLA LIAB [X] OCCUR						EACH OCCURRENCE	$ 1,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE	X	X	SUBMIT proof of Compensation and as per examples	Workers disability attached		AGGREGATE	$ 1,000,000
	[X] DEDUCTIBLE RETENTION $ 10,000							$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU TORY LIMITS OTH ER	$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)		N/A				E.L. EACH ACCIDENT	$
	If yes describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

County of Erie is included as an additional insured on a primary and non-contributory basis for work or activities performed or for the following policy numbers:

CERTIFICATE HOLDER	CANCELLATION
County of Erie 95 Franklin St Buffalo NY, 14202	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

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate _____

Purchase Order or Contact Number _____

Vendor Insurance Classification _____

Attachment: Erie County 2025-2028 Snow Removal.Ice Control Agreement (RES-2025-898 : 2025-2028 Intermunicipal Snow Removal and Ice

Exhibit C

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concession-aires Services	F Livery Services	G All Purpose Public Entity Contra
Commercial Gen. Liab.	$1,000,000 per occ.	$1,000,000 CSL	$1,000,000 CSL	$1,000,000	$1,000,000 CSL	$1,000,000	$1,000,000 C
General Aggregate	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,00(
Products Completed Operations Liability	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,00(
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	$1,000,000 CSL		$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 CSL	$1,000,000 C
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	$5,000,000	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,000,000	$1,000,00(
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTOR
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTOR
Professional Liability			$5,000,000				
Erie County, To Be Named Additional Insured	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., A Liab., & Exce

V. Construction contracts require excess Umbrella Liability limits of $5,000,000.

VI Coverage must be provided on a primary-noncontributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X. Transportation of people in buses, vans or station wagons requires $5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.

Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.

Attachment: Erie County 2025-2028 Snow Removal.Ice Control Agreement (RES-2025-898 : 2025-2028 Intermunicipal Snow Removal and Ice

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY

CLERK'S OFFICE

BUFFALO, N.Y., July 24, 2025

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *that at the **14th** Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the **24th** day of **July, 2025 A.D.**, a Resolution was adopted, of which the following is a true copy:*

WHEREAS, the County has successfully contracted with local municipalities in Erie County for many years to provide snow removal and ice control on County owned roads and facilities during the snow season; and

WHEREAS, the said agreements expire August 31, 2025; and

WHEREAS, the County of Erie negotiated and recommends entering into three (3) year agreements with local municipalities for snow removal and ice control on County roads for snow seasons 2025-2028; and

WHEREAS, it would be in the best interests of Erie County to execute an agreement at a lane mile reimbursement rate increasing four percent (4%) the first year, four percent (4%) the second year and four percent (4%) the third year, ending August 31, 2028, and representatives of the affected municipalities have agreed to terms with the County.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the County Executive or Deputy County Executive to sign and execute the 2025-2028 Snow Removal and Ice Control Agreements, as modified and updated, at a lane mile reimbursement rate increasing four percent (4%) the first year, four percent (4%) the second year, and four percent (4%) the third year, to expire August 31, 2028, payable from the adopted Division of Highways, Operating Budget, Fund 210, Cost Center 1231010, G/L 520060 Town and Village Snow Contracts, as set forth in the schedule below:

September 1, 2025 through August 31, 2026	$5,279.96 per lane mile
September 1, 2026 through August 31, 2027	$5,491.16 per lane mile
September 1, 2027 through August 31, 2028	$5,710.80 per lane mile

and be it further

RESOLVED, that the County Executive is hereby authorized and directed on behalf of Erie County to execute agreements with participating municipalities; and be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to transmit four (4) certified copies of the foregoing resolution to the Commissioner of Public Works, one (1) certified copy each to the County Executive's Office, Comptroller's Office, Department of Law and Division of Budget and Management.

REFERENCE: COMM. 13E-19 (2025)

ATTEST

OLIVIA M. OWENS
Clerk of the Legislature of Erie County

Attachment: Erie County 2025-2028 Snow Removal.Ice Control Agreement (RES-2025-898 : 2025-2028 Intermunicipal Snow Removal and Ice

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 31045 **RESOLUTION 2025-899** **ADOPTED**

Civic Plus Meeting Management Software for Agenda Meeting Management Software CRS #5870

Please authorize the Supervisor to sign the agreement with Civic Plus for Agenda Meeting Management Software.

The agreement is valid from 10/17/2025 to 10/16/2026. Time is of the essence since this software is necessary to replace MinuteTraq which is being phased out by previous vendor in six months and it will take at least three months to onboard the program.

Approval is pending successful completion of the Contract Routing System.

10/27/2025
Consent

FINANCIAL IMPACT:

$6,900

Org 4011

Obj 4002

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

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-105067-1
Date: 7/27/2025 6:06 PM
Expires On: 10/17/2025

Client:
Town of Amherst, NY

Bill To:
AMHERST TOWN (ERIE COUNTY), NEW YORK

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Karen Bond		karen.bond@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -9,000.00

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design	USD 3,900.00
1.00	AMM Select: Historical Import Fee with Videos (750+)	Historical import of more than 750 meetings; Volume is calculated based on number of meetings being imported; Import does include video files	USD 3,000.00

Attachment: Amherst NY 09172025 exp 101725 AMM Only (RES-2025-899 : Civic Plus Meeting Management Software for Agenda Meeting

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 9,000.00

~~List Price - Initial Term Total~~	~~USD 15,900.00~~
Total Investment - Initial Term	USD 6,900.00
Annual Recurring Services (Subject to Uplift)	USD 9,000.00

Initial Term	24 Months, beginning at signature date. Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Attachment: Amherst NY 09172025 exp 101725 AMM Only (RES-2025-899 : Civic Plus Meeting Management Software for Agenda Meeting

Acceptance of Quote # Q-105067-1

The undersigned has read and agrees to the Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

Attachment: Amherst NY 09172025 exp 101725 AMM Only (RES-2025-899 : Civic Plus Meeting Management Software for Agenda Meeting

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Joanne A. Schultz**
Co-Sponsored by:

DOC ID: 31044 **RESOLUTION 2025-900** **ADOPTED**

Ellicott Creek Voluntary Fire District Company LOSAP Credits Correction

WHEREAS, the Town of Amherst is the sponsor of the Ellicott Creek Volunteer Fire Company, and

WHEREAS, the Ellicott Creek Volunteer Fire Company has submitted the following correction:

William Kuss, Jr. was a member of N. Bailey Volunteer Fire Company and transferred membership to Ellicott Creek Volunteer Fire Company in 2023. He should have received his length of service award credits for 2023.

WHEREAS, Penflex, the town actuary responsible for administering the LOSAP programs, requires that the Town Board approve the change;

NOW, THEREFORE, BE IT RESOLVED that the Town of Amherst Town Board hereby approves and adopts the corrections to the 2023 Ellicott Creek Volunteer Fire Co. service award credits for William Kuss, Jr.

10/27/2025
Consent

FINANCIAL IMPACT:

tbd

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

Ellicott Creek Fire Department

Service Awards Report

Date Range: From 01/01/2023 to 12/31/2023
Type: A, AH, J, P,
Order: Last Name, First

		Fire Calls			Non - Incident Totals							Total
ID#	Last Name, First	Total Attend	Percent Attend	FIRES Points	DRILLS	STAND BY	MISC ACT	MTGS	ADMIN & COMMIT	SUB TOTAL	COURSES	TOTAL
034	Kuss Jr., William	471	62.14	25	20	2	12	10	0	**69**	5	**74**

Number of Fire Calls in Period: **758**

Number of Calls Required for Points: **57**

Packet Pg. 175

13.B.2.a

Attachment: Kuss LOSAP 2023 (RES-2025-900 : Ellicott Creek Voluntary Fire District Company LOSAP Credits Correction)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Ashley Brownson**
Co-Sponsored by:

DOC ID: 31040 **RESOLUTION 2025-901** **ADOPTED**

Amusement License - Georgetown Plaza

Request by Georgetown Plaza, for a First-Class Amusement License to hold an outdoor event at 5225 Sheridan Dr. on November 8, 2025 from 10 AM – 5 PM.

Supervising Code Enforcement Officer recommends a fee of $25.00 per day.

The following conditions apply:

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

10/27/2025
Consent

FINANCIAL IMPACT:

Income for the Town

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

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

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

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

Agenda Item

DATE: October 8, 2025

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 5225 Sheridan Dr, Georgetown Plaza

In response to the Amusement License Application dated October 8, 2025 from Michael Chamberlain,

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

With the event being on November 8, 2025 from 10:00 am until 5:00 pm in the parking lot and on the grounds of the address noted above, I would recommend a fee of $25.00.

The following conditions are required:

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

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

Doug Gesel

Douglas Gesel, Supervising Code Enforcement Officer

Attachment: Georgetown-10202025093614 (RES-2025-901 : Amusement License - Georgetown Plaza)

Gesel, Doug

From: Brownson, Ashley
Sent: Wednesday, October 8, 2025 11:55 AM
To: Gesel, Doug; Parnell, Bryan; Chamberlin, Scott
Subject: FW: Amusement License Application: 35

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Wednesday, October 8, 2025 11:43 AM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 35

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

For best security and privacy of your information, we recommend viewing this entry in the Data Manager

View Entry

Resident / Organization: *:	Hertel Home Consignment Inc
Event Address*:	5225 Sheridan Dr Williamsville, NY 14221
Will alcohol be served? :	No
Describe Event*:	The Holiday Bazaar is a festive outdoor market designed to bring holiday cheer to the community while supporting local crafters and businesses. Hosted at Georgetown Square Plaza, the event will offer a fun and family-friendly atmosphere with plenty of free parking for attendees. We are encouraging all Georgetown Square Plaza businesses to participate, with the goal of establishing this as an annual signature event that strengthens community ties and promotes local commerce. Event Highlights Include: A plaza-wide celebration with coordinated participation from local businesses A FeedMore WNY Food Drive to benefit local families in need

Attachment: Georgetown-10202025093614 (RES-2025-901 : Amusement License - Georgetown Plaza)

On-site pet adoption event in partnership with a local shelter

Special holiday promotions and offers from participating businesses and vendors

A Holiday Storefront Decorating Contest with customer voting

External vendors and artisan booths set up along the sidewalks throughout the plaza

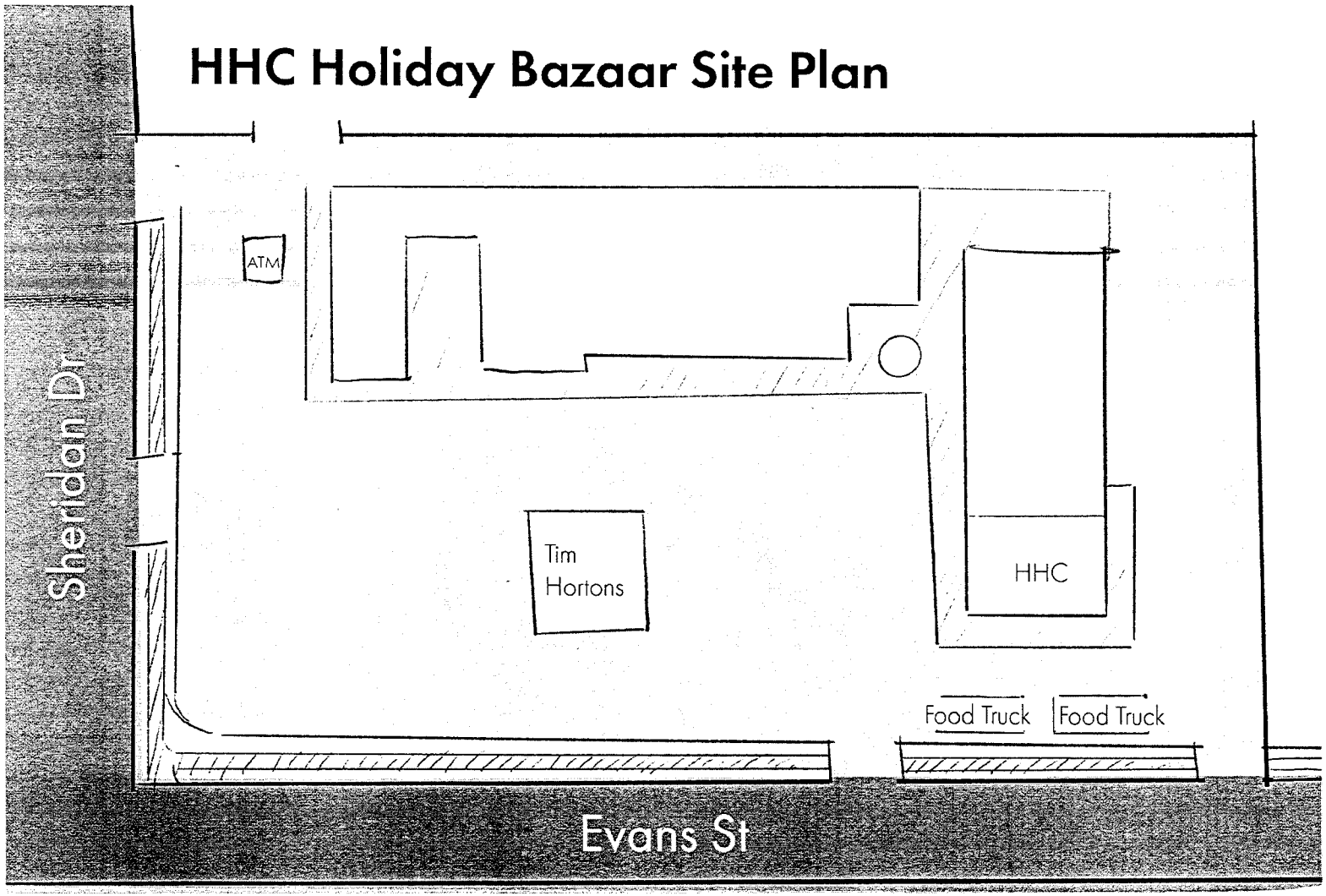
Prize giveaways and drawings to drive foot traffic and enhance community engagement

List All Dates*:	November 8, 2025
Start Time*:	10:00 AM
End Time*:	05:00 PM
Please supply a site plan with designated area for the event with your application*:	Holiday Bazaar Site Plan 2025.png
Name of Organizer*:	Michael T Chamberlain
Address*:	174 Morningstar Ct Williamsville, NY 14221
Phone*:	716-507-7437
Email*:	hhc1390@gmail.com
Signature*:	

Attachment: Georgetown-10202025093614 (RES-2025-901 : Amusement License - Georgetown Plaza)

Attachment: Georgetown-10202025093614 (RES-2025-901 : Amusement License - Georgetown Plaza)

HHC Holiday Bazaar Site Plan



Sidewalk area

Parking Lot

Building

Street

Vendors/ Booths will be lined up on Sidewalk next to Georgetown Square Plaza Businesses, as to not disrupt flow of traffic in parking lot and maintain safety of pedestrians and bazaar participants.

Brownson, Ashley

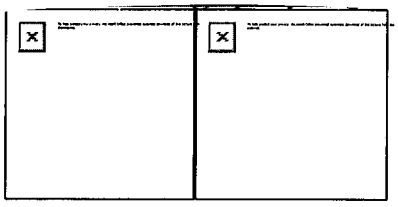
From: Scott Chamberlin <
Sent: Wednesday, October 8, 2025 1:18 PM
To: Brownson, Ashley
Subject: Re: FW: Amusement License Application: 35

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.

No issue with this event.

Regards,

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



On Wed, Oct 8, 2025 at 11:55 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

From: burst@emailmeform.com <burst@emailmeform.com>
Sent: Wednesday, October 8, 2025 11:43 AM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Amusement License Application: 35

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For best security and privacy of your information, we recommend viewing this entry in the Data Manager

Attachment: Georgetown-10202025093614 (RES-2025-901 : Amusement License - Georgetown Plaza)

View Entry

Resident / Organization*:	Hertel Home Consignment Inc
Event Address*:	5225 Sheridan Dr Williamsville, NY 14221
Will alcohol be served?*:	No
Describe Event*:	The Holiday Bazaar is a festive outdoor market designed to bring holiday cheer to the community while supporting local crafters and businesses. Hosted at Georgetown Square Plaza, the event will offer a fun and family-friendly atmosphere with plenty of free parking for attendees. We are encouraging all Georgetown Square Plaza businesses to participate, with the goal of establishing this as an annual signature event that strengthens community ties and promotes local commerce. Event Highlights Include: A plaza-wide celebration with coordinated participation from local businesses A FeedMore WNY Food Drive to benefit local families in need On-site pet adoption event in partnership with a local shelter Special holiday promotions and offers from participating businesses and vendors A Holiday Storefront Decorating Contest with customer voting External vendors and artisan booths set up along the sidewalks throughout the plaza Prize giveaways and drawings to drive foot traffic and enhance community engagement
List All Dates*:	November 8, 2025
Start Time*:	10:00 AM
End Time*:	05:00 PM
Please supply a site plan with designated area for the event with your application*:	Holiday Bazaar Site Plan 2025.png
Name of Organizer*:	Michael T Chamberlain

Attachment: Georgetown-10202025093614 (RES-2025-901 : Amusement License - Georgetown Plaza)

Address*: 174 Morningstar Ct
Williamsville, NY 14221

Phone*: 716-507-7437

Email*: hhc1390@gmail.com

Signature*:

Attachment: Georgetown-10202025093614 (RES-2025-901 : Amusement License - Georgetown Plaza)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31039 **RESOLUTION 2025-902** **ADOPTED**

New Firefighter for North Bailey Fire Company

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

Zhi C. He
1812 Deer Lakes Dr
Amherst, NY 14228

10/27/2025
Consent

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

North Bailey Fire Company
966 Sweet Home Road
Amherst, New York 14226

William Richter
President

Phone: (716) 836-9571
Fax: (716) 836-9599
www.northbaileyfire.com

Jeffrey Cutler
Chief

10/15/2025

Town Clerks Office
5583 Main St
Williamsville, NY 14221

To; The Amherst Town Board

We wish to submit the following individual for active membership in the North Bailey Fire Company. We request this to be done at the Town Boards earliest convenience.

Zhi C. He
1812 Deer Lakes Drive
Amherst, NY 14228
Ph.# (347) 517-1578

Respectfully Submitted
Allison Hummer, Secretary
Jeffrey Cutler, Chief

Attachment: DOC102025-10202025092912 (RES-2025-902 : New Firefighter for North Bailey Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31048 **RESOLUTION 2025-903** **ADOPTED**

New Firefighter for Getzville Fire Company

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

Jeffrey Levine
49 Oakview Dr
Williamsville, NY 14221

10/27/2025
Consent

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

TOWN OF AMHERST
VOLUNTEER FIRE DEPARTMENT MEMBERSHIP
RESIDENCY VERIFICATION FORM

Applicant Name: Jeffrey Levine

Applicant Home Address: 419 Cahier Drive

Under penalty of perjury I, Jeffrey Levine affirm I am an applicant to be a member of the, Getzville (fire dept.) and my address of residence is listed above.

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

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

Signature of Applicant: [signature]

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

Signature: [signature]

Title: Corp. Sec

Date: 6-9-2025

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

Attachment: 20251020174947184 (RES-2025-903 : New Firefighter for Getzville Fire Company)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 31081 **RESOLUTION 2025-904** **ADOPTED**

Budget Transfers and Amendments

For October 27, 2025 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 10/22/2025
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 – 2025

FROM:	***TO:***
A1990.4000 Contingency $6,000.00	A1440.4090 Engineering- Professional Svcs $6,000.00
To fund the Maple and Maplemere traffic study, requested per Councilmember Marinucci.	
A1620.2150 Facilities- Bldg Improv $30,0000	A1620.9000 Transfer Out $60,684.40
A1620.4300 R&M Other $30,000.00	A1620.1000 Personal Svcs $9,584.56
A1620.4200 Asbestos Control $684.40	A1620.8030 FICA $733.22
A1620.4220 Bldgs & Grounds $10,317.78	
Requested per department.	
A7550.4150 Celebrations $3,405.56	A1620.2600 Facilities- Other Equip $3,405.56
To fund CRS #5833, requested per Councilmember Berger.	
A3641.4120 Emergency Svcs- Training $1,000.00	A3641.4310 Gas & Oil $1,000.00
A3641.1000 Personal Svcs $16,500.00	A3641.2250 Trucks, Tractors, Trailers $7,500.00
	A3641.4230 Passenger Vehicles $9,000.00
Requested per department.	
A6772.4120 Senior Center- Training $1,000.00	A6772.2130 Computer Equipment $2,000.00
A6772.4290 Recreation Equipment $1,000.00	
Requested per department.	
A7110.4110 Parks- Contractual $1,840.08	A7110.2600 Other $1,840.08
A7110.4340 Parks- Landscaping $2,000.00	A3310.2250 Traffic- Trucks, Tractors, Trailers $7,575.00
A5010.2130 Hwy Office- Computer$2,700.00	D5110.2130 HWY- Computer Equip $50.00
A5010.4020 Hwy Office- Postage $700.00	
A5010.4025 Hwy Office- Print/Adv/Lease $1,000.00	
A5010.4060 Hwy Office- Telephone $1,000.00	
A5010.4140 Hwy Office- Recording Fees $175.00	
D5110.4340 HWY- Landscaping $50.00	
Requested per Department.	

BUDGET AMENDMENTS – 2025

INCREASE:	***INCREASE***
KP2410.05031 Facilities Vehicles $60,684.40	KP2410.2250 Trucks Tractors, Trailers $60,684.40

To increase the facilities vehicles capital project, as per transfer above.

N2523.02785 CDBG & VG- PI $28,067.20	N2523.4000 Contractual $28,067.20
N2530.02785 CDBG- PI Admin $7,016.80	N2530.1000 Personal Svcs $6,518.16
	N2530.8030 FICA $498.64

To recognize Community Development program income from 209 Berkley, Amherst.

N2544.02785 CHEEK HOME- PI $4,500.00	N2544.4000 Contractual $4,500.00
N2549.02785 CHEEK Admin- PI $500.00	N2549.4003 10% PI-Admin $500.00

To recognize Community Development program income from 600 Doat, Cheektowaga.

10/27/2025
Consent

FINANCIAL IMPACT:

See details.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Comptroller
Initiated by: **Jennifer M. Adams**
Co-Sponsored by:

DOC ID: 31038 **RESOLUTION 2025-905** **ADOPTED**

2026 Other Items Budget

For October 27, 2025 Town Board Agenda

To: Town Board

From: Office of Town Comptroller

Date: 10/22/2025

Re: Various Department Budget Transfers / Amendments

Please see the attached file for the 2026 Other Items, $543,728.54. These items are added to the tax bill of property owners and Erie County Real Property Tax Department requires Town Board approval adopting special Town charges.

10/27/2025
Consent

FINANCIAL IMPACT:

See attached.

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

Town of Amherst
2026 Supervisor's Budget
Other Items

Other Items:	Code	Charge	Interest	2026 Total	2025 Total	2024 Total	2023 Total	2022 Total
Delinquent Water Bills - ECWA	22018	5,304.66	530.46	5,835.12	2,597.46	9,396.95	5,334.31	-
Delinquent Sewer Bills-Village	22003	3,072.57	307.26	3,379.83	2,216.94	1,785.50	3,325.27	3,785.27
Code Violations	22962	171,891.22	17,189.24	189,080.46	165,411.71	78,557.72	83,153.86	77,943.46
RPTL 520	22017	49,229.13	-	49,229.13	62,261.79	62,624.33	67,269.59	69,382.82
Pretreatment Charges	22600	296,204.00	-	296,204.00	296,551.00	296,955.00	272,399.47	271,152.00
Omitted Tax	22970	-	-	-	-	-	-	-
		$ 525,701.58	$ 18,026.96	$ 543,728.54	$ 529,038.90	$ 449,319.50	$ 431,482.50	$ 422,263.55

Attachment: Oct 27 other items detail (RES-2025-905 : 2026 Other Items Budget)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 30990 **RESOLUTION 2025-906** **ADOPTED**

Contract Extension DOT Drug and Alcohol Testing - CRS #5859

WHEREAS, HealthWorks-WNY, LLP has agreed to extend the DOT Drug and Alcohol Testing contract (Original CRS #4368) for an additional two years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the DOT Drug and Alcohol Testing contract through December 31, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with HealthWorks-WNY, LLP.

10/27/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

September 18, 2025

Dylan Zutell, MBA, Marketing Director
HealthWorks-WNY, LLP
2075 Sheridan Drive
Kenmore, NY 14223

Re: CRS 4368 – Extension of Town of Amherst Contract
DOT Drug and Alcohol Testing

Dear Mr. Zutell:

The Town of Amherst wishes to extend this agreement for an additional contract period, through December 31, 2027, under the same pricing structure, terms and conditions as the original agreement.

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

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department, ATTN: Karen Halton, Buyer
5583 Main Street
Williamsville, NY 14221

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

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

Company Name: HealthWorks-WNY

Representative (Please print): Dylan Zutell Title: Director of Marketing

Signature: [signature] Date: 9/22/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Signed Extension DOT Drug & Alcohol Testing (RES-2025-906 : Contract Extension DOT Drug and Alcohol Testing - CRS #5859)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31015 **RESOLUTION 2025-907** **ADOPTED**

Award Bid #2025040 Verticutter - CRS #5865

WHEREAS, the Contract Compliance and Administration Department received bids on September 25, 2025 for Bid #2025040 for 1st Products VC60 Verticutter (or equivalent); and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Grassland Equipment & Irrigation.

10/27/2025
Consent

FINANCIAL IMPACT:

KP2525-2250 $12,730.80

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

Bid #2025040 Verticutter VC60				
Low Bid			Vendor	Grassland
ITEM No.	QTY.	U/M	CATALOG NO/DESCRIPTION	
1	1	EA	1st Products VC60 Verticutter or equiv.	$12,730.80
			NO ADDITIONAL CHARGES WILL BE CONSIDERED	
			Delivery to be included in price	

Attachment: Bid Tab Verticutter (RES-2025-907 : Award Bid #2025040 Verticutter - CRS #5865)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31017 **RESOLUTION 2025-908** **ADOPTED**

Award Bid #2025043 Miscellaneous Small Equipment & Parts - CRS #5866 & 5867

WHEREAS, the Contract Compliance and Administration Department received bids on September 25, 2025 for Bid #2025043 Miscellaneous Small Equipment & Parts; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Grassland Equipment & Irrigation Corp. (CRS #5866) and MTE Equipment Solutions, Inc. (CRS #5867); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with Grassland Equipment & Irrigation Corp. and MTE Equipment Solutions, Inc.

10/27/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2025043 Miscellaneous Small Equipment and Parts

	Vendor	Grassland Equipment			MTE Equipment Solutions		
Low Bidder		PRIMARY		SECONDARY	PRIMARY		SECONDARY
Item No.		Manufacturers Retail Price Minus %	OR	Cost Plus Mark Up %	Manufacturers Retail Price Minus %	OR	Cost Plus Mark Up %
	Equipment						
1	Ariens				2%		
2	Carlton						
3	Graveley				2%		
4	Greenworks						
5	Honda						
6	Hyster						
7	Kawasaki						
8	Kubota						
9	Little Wonder				2%		
10	Multihog						
11	Smithco				2%		
12	Toro	See Attached NYS Contract PGB-22792					
13	Turfco						
14	Ventrac				2%		
15	Woods						
	Parts						
16	Ariens Parts – All Models				2%		
17	Carlton Parts – All Models						
18	Gravely Parts – All Models				2%		
19	Greenworks Parts – All Models						
20	Honda Parts – All Models				2%		
21	Hyster Parts – All Models						
22	Kawasaki Parts – All Models				2%		
23	Kubota Parts – All Models				2%		
24	Little Wonder Parts – All Models				2%		
25	Multihog Parts – All Models						
26	Smithco Parts – All Models				2%		
27	Toro Parts – All Models	5%					
28	Turfco Parts – All Models						
29	Ventrac Parts – All Models	None			2%		
30	Woods Parts – All Models						
	Service: Maintenance & Repair						
	Labor Rate per Hour @ vendor site			$ 122.00	$ 150.00		
	Labor Rate per Hour @ Town of Amherst facility				$ 225.00		
	Mileage charge for pickup & delivery of equipment (if needed)			$ 200.00	$5/mile/$350 Max		
	No Additional Charges Will Be Accepted						

NOTES:

Grassland: Under Line Item 27: Performance pricing on selected Toro Service Parts**

Grassland: ** See separate Addendum/Exception sheet for complete details.

Attachment: Bid Tab Misc Small Equipment & Parts (RES-2025-908 : Award Bid #2025043 Miscellaneous Small Equipment & Parts - CRS #5866

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31023 **RESOLUTION 2025-909** **ADOPTED**

Reassignment of Audiometric Testing Services Contract - CRS #5868

WHEREAS, the Town of Amherst entered into a contract with The Hearing Advantage for Audiometric Services (Town Board Resolution #2024-481; CRS # 4838); and

WHEREAS, we were notified per the attached letter that Industrial Hearing Testing has acquired the account base for The Hearing Advantage;

THEREFORE BE IT RESOLVED, that the Town Board reassign the above referenced contract to Industrial Hearing Testing for the remainder of the current contract, which expires on May 31, 2026.

10/27/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Hearing Conservation Services
Noise Surveys
Hearing Testing
Employee Training

Chief Executive Officer
C. Garth Hengen, Ph. D.

President & COO
Scott C. Hengen, M.B.A.

Corporate Controller & CFO
Martha L. Hengen, B.A.

Vice President
Joseph E. Houle *

Vice President of Marketing
Andi L . Hengen, B.A.*

Corporate Audiologists
Steven Fournier, Au.D.
John Keeton, M.S.

Operations Manager
Bob Erickson, B.A.

Training Manager
Robert L. Wirtanen, Jr.

Director of HR & Accounting
Karen E. Mackintire, B.A.*

Director of Customer Service
Jennifer M. Ricard, B.A.*

Safety Manager
Hailey A. Hengen, B.S.

Corporate Accountant
Heidi Porth Gamache, C.P.A.

Office Staff Specialists
Helene R. Freed, M. Ed.
Kathy Gingell
Jennifer Odgren
Lauren Pinkham, B.S.
Eileen C. Stanley
Candida Tatelbaum

Senior Technician
Jim Hurley

Technician Staff
Richard J. Blake, B.A.
Raymond Davis
Richard Foreman
Jeff Harrell
Frank Hollosi
Matt Jackson
Christopher Lelyo
Todd Rusch, B.S.
Gary Schwein
Robert Taylor
Jeffrey Wallace
Michael Weber

Senior Support Technician
Lew G. Merritt

Fleet Support Technicians
Jim Backus
Joseph Barrows
Dave Vallee

* *Denotes IHT Star of Honor Recipients*

INDUSTRIAL HEARING TESTING
A Division of IHHA, Inc.

19 Midstate Dr. Suite 220
Auburn, MA 01501-1865
Phone: (508) 832-8484
Fax: (508) 832-3199
industrialhearing.com

Karen Halton, Buyer

Town of Amherst

Contract Compliance Dept.

5583 Main Street

Williamsville, NY 14221

Good morning Karen,

I am writing to confirm that Industrial Hearing Testing has acquired the account base from The Hearing Advantage as of September, 2025.

Also, we will honor the contracted rates thru May 31st, 2026 as previously agreed to by Town of Amherst and The Hearing Advantage.

Sincerely,

Scott C. Hengen, M.B.A.

President

Industrial Hearing Testing

Attachment: Change of Ownership (RES-2025-909 : Reassignment of Audiometric Testing Services Contract - CRS #5868)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31028 **RESOLUTION 2025-910** **ADOPTED**

Extension of Auctioneer Services Contract - CRS #5876

WHEREAS, Auctions International has agreed to extend the Auctioneer Services contract for an additional three-year term (original CRS #1706);

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Auctioneer Services contract with Auctions International through November 25, 2028; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Auctions International.

10/27/2025
Consent

FINANCIAL IMPACT:

Town-Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

October 9, 2025

Auctions International, Inc.
11167 Big Tree Road
East Aurora, NY 14052

ATTN: R.J. Klisiewicz, III

Re: CRS 1706 – Extension of Town of Amherst contract For Auctioneer Services

Dear Mr. Klisiewicz:

The Town of Amherst wishes to extend this agreement for an additional contract period, through November 25, 2028, under the same pricing structure, terms and conditions as the original agreement.

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

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department, ATTN: Karen Halton, Buyer
5583 Main Street
Williamsville, NY 14221

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

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

Company Name: Auctions International, Inc.

Representative (Please print): RJ Klisiewicz III Title: Operations Manager

Signature: _____ Date: 10/9/2025

Acceptance by the Town of Amherst: _____

Attachment: Town of Amherst Renewal Acceptance (RES-2025-910 : Extension of Auctioneer Services Contract - CRS #5876)

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032



DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

Brian Kulpa, Supervisor

Date

Attachment: Town of Amherst Renewal Acceptance (RES-2025-910 : Extension of Auctioneer Services Contract - CRS #5876)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31032 **RESOLUTION 2025-911** **ADOPTED**

Extension of Bid #2023051 Town Wide Hardware for Local Pick Up - CRS #5880

WHEREAS, Ed Young's Hardware has agreed to extend the Town Wide Hardware for Local Pick Up contract (Original CRS #4418) for a period of 2 years;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves an extension of the Town Wide Hardware for Local Pick Up contract with Ed Young's Hardware through December 17, 2027; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract extension with Ed Young's Hardware.

10/27/2025
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

TOWN OF AMHERST

Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032

DEPUTY SUPERVISOR/COUNCILMEMBER
Shawn Lavin

COUNCILMEMBERS
Jacqualine Berger
Angela Marinucci
Michael Szukala

October 15, 2025

Ed Youngs Towne Hardware
5641 Main Street
Williamsville, NY 14221
ATTN: Thomas Young, Owner

Re: CRS 4418 – Extension of Town of Amherst Bid #2023051
Town Wide Hardware for Local Pick Up

Dear Mr. Young:

The Town of Amherst wishes to extend this agreement for an additional contract period, through December 17, 2027, under the same pricing structure, terms and conditions as the original agreement.

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

If you wish to extend, please return three signed (3) originals to:
Town of Amherst Contract Compliance Department ATTN: Karen Halton, Buyer
5583 Main Street
Williamsville, NY 14221

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

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

Company Name: Ed Youngs Hardware

Representative (Please print): Thomas Young Title: OWNER

Signature: [signature] Date: 10/15/25

Acceptance by the Town of Amherst:

Brian Kulpa, Supervisor Date

Attachment: Ed Youngs Extension Memo signed (RES-2025-911 : Extension of Bid #2023051 Town Wide Hardware for Local Pick Up - CRS

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31056 **RESOLUTION 2025-912** **ADOPTED**

Award Bid #2025046 Industrial Electrical Services - CRS #5893

WHEREAS, the Contract Compliance and Administration Department received bids on October 16, 2025 for Bid #2025046 Industrial Electrical Services; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Ferguson Electric, Inc., and

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

10/27/2025
Consent

FINANCIAL IMPACT:

G9916-4960 & G9916-4922; Amount TBD

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

Bid #2025046 Industrial Electrical Services							
Low Bidder			Vendor Name:	O'Connell Electric		Ferguson Electric	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
1	320	HR	Scheduled On-Site Hourly Labor Charge	$178.00	$56,960.00	$170.00	$54,400.00
2	32	HR	Scheduled On-Site Hourly Overtime Labor Charge	$241.00	$7,712.00	$242.00	$7,744.00
3	16	HR	Emergency Work Hourly Labor Charge	$305.00	$4,880.00	$242.00	$3,872.00
4	8	HR	Off-Site Hourly Labor Charge	$138.00	$1,104.00	$170.00	$1,360.00
5	$ 7,500.00	YR	**Equipment Mark Up** Percentage mark-up over bidder's cost. To provide electrical equipment, parts, materials, and components on an as-needed basis for the work performed under this contract on an as-needed basis. $7,500 Vendor Cost x % Mark Up = TOA Total Cost	10%	$8,250.00	10%	$8,250.00
6	$750.00	YR	**Specialized Equipment Mark-Up** Percentage mark-up to supply specialized equipment on an as-needed basis. $750 Vendor Cost x % Mark Up = TOA Total Cost	10%	$825.00	10%	$825.00
					$79,731.00		$76,451.00
			The quantities listed above are what we can reasonably anticipate and only for award purposes. Actual quantities will be based on need.				
			Quantities are estimates and are not guaranteed				
			No Additional Charges Will Be Allowed				
NOTES:							

Attachment: Bid Analysis Industrial Electrical Services (RES-2025-912 : Award Bid #2025046 Industrial

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 31061 **RESOLUTION 2025-913** **ADOPTED**

Amendment to Bid #2025018 Police Vehicles - CRS #5895

WHEREAS, the Contract Compliance and Administration Department awarded Bid #2025018 Police Vehicles on May 27, 2025 (original CRS #5551, RES-2025-511) to Delacy Ford; and

WHEREAS, the bid tab has been amended to remove car #113 from the trade-in list as it was totaled and can no longer be traded in;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves the amendment to the award for Bid #2025018 for Police Vehicles to reflect the net bid amount changing to $447,688.00; and

BE IT FURTHER RESOLVED, that this contract amendment is subject to successful completion of the Contract Routing System.

10/27/2025
Consent

FINANCIAL IMPACT:

A3120-2200; Amend net total amount to $447,688.00

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

Bid #2025018 Police Vehicles								
Low Bidder		Vendor Name:	One Nation Distribution		~~Van Bortel Ford~~		Delacy Ford	
Item #	QTY		Unit Price	Total Price	~~Unit Price~~	~~Total Price~~	Unit Price	Total Price
1	8	2026 or Newer Ford Police Interceptor Utility AWD (LK-Dark Blue) (Non-Hybrid)	$53,994.00	$431,952.00	~~$45,860.00~~	~~$366,880.00~~	$45,296.00	$362,368.00
2	1	2026 or Newer Ford F-150 Police Responder 4 WD (LK-Dark Blue) (Non-Hybrid)	$59,898.00	$59,898.00	~~$48,860.00~~	~~$48,860.00~~	$46,630.00	$46,630.00
3	2	2026 or Newer Ford Police Interceptor Utility AWD (Non-Hybrid) Detective Color: TBD at time of order	$53,994.00	$107,988.00	~~$44,395.00~~	~~$88,790.00~~	$43,595.00	$87,190.00
				$599,838.00		~~$504,530.00~~		$496,188.00
4	11	**Total Trade In Value** (Enter individual trade-in values in the table on page 8 and total of all trade-ins here)		($81,500.00)		~~($74,698.00)~~		($48,500.00)
		Total Net Bid (minus trade-in)		$518,338.00		~~$429,832.00~~		$447,688.00
		Estimated lead time between order and delivery	45 Days		~~90-150 Days~~		4 Stock Units 5 Ordered 2-4 months	
		Price quoted to be delivered price. No additional freight will be allowed.						

NOTES:

Van Bortel: Please refer to cover note on the front of this bid. Notes on price sheet saying last day to order Item #3 is June 13th and is subject to change without notice. Also states that due to tariffs, they are unsure if they will be able to offer 2026 models. Markups on spec. sheets pages 5-7.

VB also noted that trade ins are subject to charge back, and options 66A, 63B, 66C, 86T, and 18D are not available for spec 2 and would have to be aftermarket. The LK dark blue color is also not available and HX-antimatter blue has been substituted on the 150 series. There is also no exterior light for 17T and would have to be aftermarket. Van Bortel's bid has been deemed non responsive due to the "trade ins are subject to charge back" note.

Delacy: LK Dark Blue for item #2 is not an available color for the responders. The "X' next to items 7,8,9 and 14 in specification for item #2 do not mean anything.

Bid tab is amended to reflect the purchase of 8 vehicles under Item 1 instead of the original quantity of 6.

Attachment: 10.27.2025 Amended Bid Analysis & Trades (RES-2025-913 : Amendment to Bid #2025018

2025 Trades								
						One Nation Distribution	Van Bortel	Delacy
Car #	Year	Make	Model	VIN #	Mileage	Trade in Amount	Trade in Amount	Trade in Amount
~~102~~	~~2023~~	~~Ford~~	~~Explorer~~	~~1FM5K8AB4PGA81838~~	~~95,508~~	~~$9,100.00~~	~~$11,022.00~~	~~$6,500.00~~
103	2023	Ford	Explorer	1FM5K8AB3PGA06841	96,980	$9,100.00	$12,022.00	$6,500.00
106	2023	Ford	Explorer	1FM5K8AB4PGA35927	90,933	$9,100.00	$10,522.00	$6,500.00
112	2023	Ford	Explorer	1FM5K8ABXPGA03368	96,158	$9,100.00	$12,022.00	$6,500.00
~~113~~	~~2023~~	~~Ford~~	~~Explorer~~	~~1FM5K8AB2PGA06992~~	~~78,348~~	~~$9,100.00~~	~~$12,022.00~~	~~$7,000.00~~
114	2023	Ford	Explorer	1FM5K8AB9PGA05631	81,462	$9,100.00	$11,022.00	$7,000.00
~~123~~	~~2023~~	~~Ford~~	~~Explorer~~	~~1FM5K8AB2PGA81837~~	~~73,490~~	~~$9,900.00~~	~~$12,022.00~~	~~$7,500.00~~
123b	2022	Ford	Explorer Hybrid	1FM5K8AW3NNA00212	66,869	$10,000.00	$9,022.00	$8,000.00
152	2014	Chev	Tahoe	1GNLC2E05ER209799	76,321	$9,000.00	$4,022.00	$7,000.00
162	2014	Ford	Explorer	1FM5K8AR5EGC49593	88,900	$8,500.00	$2,022.00	$4,000.00
180	2016	Ford	Taurus	1FAHP2MK7GG119337	119,943	$8,500.00	$2,022.00	$3,000.00
						$81,500.00	$74,698.00	**$48,500.00**

Attachment: 10.27.2025 Amended Bid Analysis & Trades (RES-2025-913 : Amendment to Bid #2025018

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Economic Development
Initiated by: **Megan Winnert**
Co-Sponsored by:

DOC ID: 31087 **RESOLUTION 2025-914** **ADOPTED**

Grant Disbursement Agreement (CRS 5899)- Inclusive Playground at Willowdale Park

Authorize the Town Supervisor to sign the Grant Disbursement Agreement between the Town of Amherst and DASNY, to construct an inclusive playground at Willowdale Park, pending successful completion of the contract routing process.

10/27/2025
Consent

FINANCIAL IMPACT:

1,000,000 revenue

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

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

This **GRANT DISBURSEMENT AGREEMENT** includes all exhibits and attachments hereto and are made on the terms and by the parties listed below and relates to the project described below:

DORMITORY AUTHORITY OF THE STATE OF NEW YORK ("DASNY"):	515 Broadway Albany, New York 12207 Contact: Karen Hunter Phone: (518) 257-3177 E-mail: grants@dasny.org
THE GRANTEE:	Town of Amherst 5583 Main Street Williamsville, New York 14221 Contact: Brian Kulpa Phone: 7166317032 Email: bkulpa@amherst.ny.us
THE PROJECT:	Construction of an Inclusive Playground Including Benches, Shade Areas as well as Restroom Facility at Amherst Central Park
PROJECT LOCATION(S):	**ADDRESS:**
Amherst Central Park	772 N Forest Rd, Amherst, New York 14221, United States
GRANT AMOUNT:	$1,000,000.00
FUNDING SOURCE:	State and Municipalities("SAM")

For Office Use Only:

PRELIMINARY APPLICATION OR PROJECT INFORMATION SHEET DATE: 11/28/2023

EXPIRATION DATE OF THIS AGREEMENT: 3 YEARS FROM DASNY EXECUTION DATE

Project ID: 26514
Grantee ID: 918
FMS#: 135201

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

TERMS AND CONDITIONS

1. The Project

The Grantee will perform tasks within the scope of the project description, budget, and timeline as set forth in the Project Budget attached hereto as Exhibit A (collectively, the "Project") which was described by the Grantee in the Preliminary Application or Project Information Sheet submitted by the Grantee, then reviewed by DASNY and approved by the State.

2. Project Budget and Use of Funds

a) The Grantee will undertake and complete the Project in accordance with the overall budget, which includes the Grant funds, as set forth in the attached Exhibit A. The Grant will be applied to eligible expenses which are as described in the Preliminary Application or Project Information Sheet, and fall within the scope of the project description set forth in the attached Exhibit A.

b) Grantee agrees and covenants to apply the Grant proceeds only to capital works or purposes, which shall consist of the following:

i. the acquisition, construction, demolition, or replacement of a fixed asset or assets;

ii. the major repair or renovation of a fixed asset, or assets, which materially extends its useful life or materially improves or increases its capacity; or

iii. the planning or design of the acquisition, construction, demolition, replacement, major repair or renovation of a fixed asset or assets, including the preparation and review of plans and specifications including engineering and other services, field surveys and sub-surface investigations incidental thereto.

c) Grantee agrees and covenants that the Grant proceeds shall not be used for costs that are not capital in nature, which include, but shall not be limited to working capital, rent, utilities, salaries, supplies, administrative expenses, or to pay down debt incurred to undertake the Project.

3. Books and Records

The Grantee will maintain accurate books and records concerning the Project for six (6) years from the date the Project is completed and will make those books and records available to DASNY, its agents, officers and employees during Grantee's business hours upon reasonable request. In the event of earlier termination of this Agreement, such documentation shall be made available to DASNY, its agents, officers and employees for six (6) years following the date of such early termination.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

4. Conditions Precedent to Disbursement of the Grant

No Grant funds shall be disbursed until the following conditions have been satisfied:

a) DASNY has received the project description, budget, and timeline as set forth in the attached Exhibit A, and an opinion of Grantee's counsel, in substantially the form attached hereto as Exhibit B; and

b) The requirements of the SAM Program have been met; and

c) The monies required to fund the Grant have been received by DASNY; and

d) In the event of disbursement pursuant to paragraph 5(b) below, the Grantee has provided DASNY with documentation evidencing that a segregated account has been established by the Grantee into which Grant funds will be deposited (the "Segregated Account"). The Segregated Account must have industry-standard fraud protections added to the account, including but not limited to, check positive pay and ACH positive pay. Eligible Expenses incurred in connection with the Project to be financed with Grant proceeds that are to be paid on invoice shall be paid out of the Segregated Account. The funds in such account shall not be used for any other purpose.

e) The Grantee certifies that it is in compliance with the provisions of the SAM Program as well as this Agreement and that the Grant will only be used for the Project set forth in the Preliminary Application or Project Information Sheet and in Exhibit A hereto.

f) Not-for-profit organizations are required to register and prequalify in New York's Statewide Financial System (https://www.sfs.ny.gov/) in order to receive Grant funds. The Grantee must have a current, non-expired prequalification application prior to any disbursements of the grant funds.

5. Disbursement

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee, in the manner set forth in Exhibit D, as follows:

a) Reimbursement: DASNY shall make payment directly to the Grantee in the amount of Eligible Expenses actually incurred and paid for by the Grantee, upon presentation to DASNY of:

i. the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

ii. copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor and proof of payment from the Grantee to the contractor and/or vendor in a form acceptable to DASNY; and

iii. such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred and paid by the Grantee in connection with the Project described herein; or

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

b) Payment on Invoice:

i. DASNY may make payment directly to the Grantee in the amount of Eligible Expenses actually incurred by the Grantee, upon presentation to DASNY of:

1) the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments;

2) copies of invoices for Eligible Expenses from the Grantee's contractor and/or vendor in a form acceptable to DASNY evidencing the completion of work; and

3) such additional supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were incurred by the Grantee in connection with the Project described herein.

ii. The Grantee must deposit all Grant proceeds paid on invoice pursuant to this paragraph 5(b) into the Segregated Account established pursuant to Paragraph 4(d). All Eligible Expenses incurred in connection with the Project to be financed with Grant funds that are to be paid on invoice must be paid out of this account. The account shall not be used for any other purpose.

iii. The Grantee must provide proof of disbursement of Grant funds to the respective contractor and/or vendor in a form acceptable to DASNY, within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. DASNY will not make any additional disbursements from Grant funds until such time as proof of payment is provided.

iv. Utilizing the Grant funds paid to the Grantee pursuant to this section for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition shall constitute a default under this Agreement and shall, at a minimum, result in the denial of payment on invoice for subsequent requisitions.

v. DASNY may deny payment on invoice at its sole and absolute discretion, thereby restricting the method of payment pursuant to this contract to reimbursement subject to the terms of Section 5(a).

c) Real Property Acquisition:

i. Prior to closing on the sale of the subject real property, DASNY shall be provided with an executed Escrow Instruction Letter, signed by DASNY and an escrow agent approved by DASNY, a title report, the draft deed and any other documents requested by DASNY to justify and support the costs to be paid at the closing from Grant funds.

ii. DASNY shall transfer the Grant funds to the escrow agent to hold in escrow pending closing. The Grant funds will be wired to the escrow agent not more than one (1) business day prior to the scheduled closing unless otherwise approved by DASNY.

iii. On the day of the closing, the escrow agent shall provide DASNY with copies of the executed deed, a copy of the title insurance policy, the final closing

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

statement setting forth costs to be paid at closing, and copies of any checks to be drawn against Grant funds.

iv. Upon DASNY approval, the escrow agent shall disburse the Grant funds as set forth in the documentation described in (iii), above.

d) Electronic Payments Program: DASNY reserves the right to implement an electronic payment program ("Electronic Payment Program") for all payments to be made to the Grantee thereunder. Prior to implementing an Electronic Payment Program, DASNY shall provide the Grantee written notice one hundred twenty days prior to the effective date of such Electronic Payment Program ("Electronic Payment Effective Date"). Commencing on or after the Electronic Payment Effective Date, all payments due hereunder by the Grantee shall only be rendered electronically, unless payment by paper check is expressly authorized by DASNY. Commencing on or after the Electronic Payment Effective Date the Grantee further acknowledges and agrees that DASNY may withhold any request for payment hereunder, if the Grantee has not complied with DASNY's Policies and Procedures relating to its Electronic Payment Program in effect at such time, unless payment by paper check is expressly authorized by DASNY.

e) In no event will DASNY make any payment which would cause DASNY's aggregate disbursements to exceed the Grant amount.

f) The Grant, or a portion thereof, may be subject to recapture by DASNY as provided in Section 9(c) hereof.

6. Non-Discrimination and Affirmative Action

The Grantee shall make its best effort to comply with DASNY's Non-Discrimination and Affirmative Action policies set forth in Exhibit F to this Agreement.

7. No Liability of DASNY or the State

DASNY shall not in any 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 and the Grantee hereby agrees to indemnify, defend, and hold harmless DASNY, the State and their respective agents, officers, employees and directors (collectively, the "Indemnitees") from and against any and all such liability and any other liability for injury or damage, cost or expense resulting from the payment of the Grant by DASNY to the Grantee or use of the Project in any manner, including in a manner which, if the bonds are issued on a tax-exempt basis, (i) results in the interest on the bonds issued by DASNY the proceeds of which were used to fund the Grant (the "Bonds") to be includable in gross income for federal income tax purposes or (ii) gives rise to an allegation against DASNY by a governmental agency or authority, which DASNY defends that the interest on the Bonds is includable in gross income for federal income tax purposes, other than that caused by the gross negligence or the willful misconduct of the Indemnitees.

8. Warranties and Covenants

The Grantee warrants and covenants that:

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

a) The Grant shall be used solely for Eligible Expenses in accordance with the Terms and Conditions of this Agreement.

b) No materials, if any, purchased with the Grant will be used for any purpose other than the eligible Project costs as identified in Exhibit A.

c) The Grantee agrees to utilize all funds disbursed in accordance with this Agreement in accordance with the terms of the SAM Program.

d) The Grantee is solely responsible for all Project costs in excess of the Grant. The Grantee will incur and pay Project costs and submit requisitions for reimbursement in connection with such costs.

e) The Grantee has sufficient, secured funding for all Project costs in excess of the Grant, and will complete the Project as described in the Preliminary Application or Project Information Sheet and in this Agreement.

f) The Grantee agrees to use its best efforts to utilize the Project for substantially the same purpose set forth in this Agreement until such time as the Grantee determines that the Project is no longer reasonably necessary or useful in furthering the public purpose for which the grant was made.

g) There has been no material adverse change in the financial condition of the Grantee since the date of submission of the Preliminary Application or Project Information Sheet to DASNY.

h) No part of the Grant will be applied to any expenses paid or payable from any other external funding source, including State or Federal grants, or grants from any other public or private source.

i) The Grantee owns, leases, or otherwise has control over the site where the Project will be located. If the Project includes vehicle purchase(s), removable equipment, or furnishings including but not limited to, computer hardware and software, air conditioning units, lab equipment, office furniture and telephone systems, the Grantee has or will develop, implement, and maintain an inventory system for tracking such items, as well as has or will develop, implement, and maintain a usage policy.

j) In the event the Grantee will utilize the Grant funds to acquire real property, the Grantee must retain title ownership to the real property. If at any time during the term of this Agreement the real property is repurchased by the Seller or otherwise conveyed to any entity other than the Grantee, the Grantee will notify DASNY within 10 business days from the date the contract of sale is executed OR within 10 business days from the date the Grantee initiates or is notified of the intent to transfer ownership of the real property, whichever is earlier. In that event, Grantee hereby agrees to repay to DASNY all Grant funds disbursed pursuant to this Agreement.

k) The Project to be funded by the Grant will be located in the State of New York. If the Grant will fund all or a portion of the purchase of any type of vehicle, such vehicle will be registered in the State of New York and a copy of the New York State Vehicle Registration documents will be provided to DASNY's Accounts Payable Department at the time of requisition.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

l) Grantee is in compliance with, and shall continue to comply in all material respects, with all applicable laws, rules, regulations and orders affecting the Grantee and the Project including but not limited to maintaining the Grantee's prequalification status in New York's Statewide Financial System (https://www.sfs.ny.gov/).

m) The Grantee has obtained all necessary consents and approvals from the property owner in connection with any work to be undertaken in connection with the Project.

n) All contractors and vendors retained to perform services in connection with the Project shall be authorized to do business in the State of New York and/or filed such documentation, certifications, or other information with the State or County as required in order to lawfully provide such services in the State of New York. In addition, said contractor/vendors shall possess and maintain all professional licenses and/or certifications required to perform the tasks undertaken in connection with the Project.

o) Neither the Grantee nor any of the members of its Board of Directors or other governing body or its employees have given or will give anything of value to anyone to procure the Grant or to influence any official act or the judgment of any person in the performance of any of the terms of this Agreement.

p) The Grant shall not be used in any manner for any of the following purposes:

i. political activities of any kind or nature, 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 such candidate activity to promote the passage, defeat, or repeal of any proposed or enacted legislation;

ii. Sectarian instruction or study, or as a place of devotional activities or religious worship, or as a facility used primarily in connection with any part of the program of a school or department of divinity for any religious denomination, or the training of ministers or other similar persons in the field of religion, unless as previously disclosed to DASNY as an attachment to Grantee Certification;

iii. payments to any firm, company, association, corporation or organization in which a member of the Grantee's Board of Directors or other governing body, or any officer or employee of the Grantee, or a member of the immediate family of any member of the Grantee's Board of Directors or other governing body, officer, or employee of the Grantee has any ownership, control or financial interest, including but not limited to an officer or employee directly or indirectly responsible for the preparation or the determination of the terms of the contract or other arrangement pursuant to which the proceeds of the Grant are to be disbursed. For purposes of this paragraph, "ownership" means ownership, directly or indirectly, of more than five percent (5%) of the assets, stock, bonds or other dividend or interest-bearing securities; and "control" means serving as a member of the board of directors or other governing body, or as an officer in any of the above; and

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

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iv. payment to any member of Grantee's Board of Directors or other governing body of any fee, salary or stipend for employment or services, except as may be expressly provided for in this Agreement.

v. generation of tax credits or reimbursement of Project costs that have or will cycle through corpus of tax credit structure.

q) The relationship of the Grantee (including, for purposes of this paragraph, its officers, employees, agents and representatives) to DASNY arising out of this Agreement shall be that of an independent contractor. The Grantee covenants and agrees that it will conduct itself in a manner consistent with such status, that it will neither hold itself out as, nor claim to be, an officer, employee, agent or representative of DASNY or the State by reason hereof, and that it will not by reason thereof, make any claim, demand or application for any right or privilege applicable to an officer, employee, agent or representative of DASNY or the State, including without limitation, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

r) The information contained in the Preliminary Application or Project Information Sheet submitted by the Grantee in connection with the Project and the Grant, as such may have been amended or supplemented and any supplemental documentation requested by the State or DASNY in connection with the Grant, is incorporated herein by reference in its entirety. In the event of an inconsistency between the descriptions, conditions, and terms of this Agreement and those contained in the Preliminary Application or Project Information Sheet, the provisions of this Agreement shall govern. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the Preliminary Application or Project Information Sheet and any supplemental information in making the Grant. The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Preliminary Application or Project Information Sheet, supplemental information, or otherwise in connection with the Grant and that the information contained in the Preliminary Application or Project Information Sheet and supplemental information continues on the date hereof to be materially correct and complete.

s) The Grantee hereby represents and warrants that it has made no material misstatement or omission of fact in the Grantee Questionnaire ("GQ"), attached hereto as Exhibit C, or the Grantee's current prequalification application in New York's Statewide Financial System, and that the responses in the GQ and the document vault continue on the date hereof to be materially correct and complete. The Grantee hereby acknowledges that DASNY has relied on the statements and representations made by the Grantee in the GQ in making the Grant, and that the Grantee will be required to reaffirm the information therein each time a requisition for grant funds is presented to DASNY.

t) The Grantee is duly organized, validly existing and in good standing under the laws of the State of New York, or is duly organized and validly existing under the laws of another jurisdiction and is authorized to do business and is in good standing in the State of New York and shall maintain its corporate existence in good standing in each such jurisdiction for the term of this Agreement, and has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder;

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

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u) The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

v) The Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

9. Default and Remedies

a) Each of the following shall constitute a default by the Grantee under this Agreement:

i. Failure to perform or observe any obligation, warranty or covenant of the Grantee contained herein, or the failure by the Grantee to perform the requirements herein to the reasonable satisfaction of DASNY and within the time frames established therefor under this Agreement.

ii. Failure to comply with any request for information reasonably made by DASNY to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant.

iii. The making by the Grantee of any false statement or the omission by the Grantee to state any material fact in or in connection with this Agreement or the Grant, including information provided in the Preliminary Application or Project Information Sheet or in any supplemental information that may be requested by the State or DASNY.

iv. The Grantee shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing.

v. An order of a court having jurisdiction shall be made directing the sale, disposition or distribution of all or substantially all of the property belonging to the Grantee, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days.

vi. The Grantee abandons the Project prior to its completion.

vii. The Grantee is found to have falsified or modified any documents submitted in connection with this grant, including but not limited to invoice, contract or payment documents submitted in connection with a Grantee's request for payment/reimbursement.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

viii. Utilizing the Grant funds paid to the Grantee pursuant to Section 5(b) for any purpose other than paying the contractors and/or vendors identified in the requisition documentation in the amounts set forth in the requisition.

b) Upon the occurrence of a default by the Grantee and written notice by DASNY indicating the nature of the default, DASNY shall have the right to terminate this Agreement.

c) Upon any such termination, DASNY may withhold any Grant proceeds not yet disbursed and may require repayment of Grant proceeds already disbursed. If DASNY determines that any Grant proceeds had previously been released based upon fraudulent representations or other willful misconduct, DASNY may require repayment of those funds and may refer the matter to the appropriate authorities for prosecution. DASNY shall be entitled to exercise any other rights and seek any other remedies provided by law.

10. Term of Agreement

Notwithstanding the provisions of Section 9 hereof, this Agreement shall terminate three (3) years after the latest date set forth on the front page hereof without any further notice to the Grantee. DASNY, in its sole discretion, may extend the term of this Agreement upon a showing by the Grantee that the Project is under construction and is expected to be completed within the succeeding twelve (12) months. All requisitions must be submitted to DASNY in proper form prior to the termination date in order to be reimbursed.

11. Project Audit

DASNY shall, upon reasonable notice, have the right to conduct, or cause to be conducted, one or more audits, including field inspections, of the Grantee to assure that the Grantee is in compliance with this Agreement. This right to audit shall continue for six (6) years following the completion of the Project or earlier termination of this Agreement.

12. Survival of Provisions

The provisions of Sections 3, 7, 8(o), 8(p) and 11 shall survive the expiration or earlier termination of this Agreement.

13. Notices

Each notice, demand, request or other communication required or otherwise permitted hereunder shall be in writing and shall be effective upon receipt if personally delivered or sent by any overnight service or three (3) days after dispatch by certified mail, return receipt requested, to the addresses set forth on this document's cover page.

14. Assignment

The Grantee may not assign or transfer this Agreement or any of its rights hereunder.

15. Modification

This Agreement may be modified only by a written instrument executed by the party against whom enforcement of such modification is sought.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

16. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. This Agreement shall be construed without the aid of any presumption or other rule of law regarding construction against the party drafting this Agreement or any part of it. In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such provision(s) had never been contained herein.

17. Confidentiality of Information

Any information contained in reports made to DASNY or obtained by DASNY as a result of any audit or examination of Grantee's documents or relating to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, provided that such information is clearly marked "confidential" by the Grantee that concerns or relates to trade secrets, operations and commercial or financial information, including but not limited to the nature, amount or source of income, profits, losses or expenditures, financial condition, marketing plans, manufacturing processes, production costs, productivity rates, or customer lists, which is determined by DASNY to be exempt from public disclosure under the Freedom of Information Law, shall be considered business confidential and is not to be released to anyone, except DASNY and staff directly involved in assisting the Grantee, without prior written authorization from the Grantee, as applicable. Notwithstanding the foregoing, DASNY will not be liable for any information disclosed, in DASNY's sole discretion, pursuant to the Freedom of Information Law, or which DASNY is required to disclose pursuant to legal process.

18. Executory Clause

This Agreement shall be deemed executory to the extent of monies available for the SAM Program to DASNY.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

Town of Amherst
Construction of an Inclusive Playground Including Benches, Shade Areas as well as Restroom Facility at Amherst Central Park
Project ID: 26514

This agreement is entered into as of the latest date written below:

GRANTEE: Town of Amherst

DocuSigned by:
6A5E3EC8D52348E...

(**Signature of Grantee Authorized Officer**)

Brian Kulpa Town Supervisor

(Printed Name and Title)

Date: 10/22/2025

DORMITORY AUTHORITY OF THE STATE OF NEW YORK

(**Signature of DASNY Authorized Officer**)

(Printed Name)

Date:

DASNY OFFICE USE ONLY	
GRANTS ADMIN REVIEW	**FINAL LEGAL REVIEW**
APPROVED FOR LEGAL REVIEW:	APPROVED FOR SIGNATURE:

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

DATE:	DATE:

GRANT DISBURSEMENT AGREEMENT

EXHIBITS

EXHIBIT A	Project Budget
EXHIBIT B	Opinion of Counsel
EXHIBIT C	Grantee Questionnaire
EXHIBIT D	Disbursement Terms
EXHIBIT E	Payment Requisition Form and Dual Certification
EXHIBIT E-1	Payment Requisition Cover Letter
EXHIBIT E-2	Payment Requisition Back-up Summary
EXHIBIT F	Non-Discrimination and Affirmative Action Policy

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

EXHIBIT A: Project Budget

Town of Amherst
Construction of an Inclusive Playground Including Benches, Shade Areas as well as Restroom Facility at Amherst Central Park
Project ID: 26514

USE OF FUNDS	TIMELINE		SOURCES			
	Anticipated Dates**		DASNY Share	In-Kind / Equity /Sponsor	Other Sources	Total
Project Description*	*Start*	*End*	*Amount*	*Amount*	*Amount*	
Construction of an Inclusive Playground Including Benches, Shade Areas as well as Restroom Facility at Amherst Central Park	10/22/2025	10/20/2028	$1,000,000.00	$0.00	$0.00	$1,000,000.00

* Please note that the project description as set forth in this column must summarize the scope of the Eligible Expenses set forth in the Preliminary Application or Project Information Sheet as per Section 2(a) of this Agreement for which reimbursement or payment on invoice will be sought. Please ensure that the project description is an appropriate summary of the Eligible Expenses for which grantee will be submitting for requisition. The failure to ensure **all** Eligible Expenses are consistent with the project description may delay payment.

** Please be sure to complete the anticipated start and end dates in the Project timeline.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

EXHIBIT B: Opinion of Counsel

DASNY
General Counsel
515 Broadway
Albany, New York 12207

Re: State and Municipalities ("SAM") Grant
Construction of an Inclusive Playground Including Benches, Shade Areas as well as Restroom Facility at Amherst Central Park
Project ID: 26514

Ladies and Gentlemen:

I have acted as counsel to Town of Amherst (the "Grantee") in connection with the Project referenced above. In so acting, I have reviewed a certain Grant Disbursement Agreement between you and the Grantee (the "Agreement") and such other documents as I consider necessary to render the opinion expressed hereby.

Based on the foregoing, I am of the opinion that:

1. the Grantee is duly organized, validly existing and in good standing under the laws of the State of New York; **or**

the Grantee is duly organized and validly existing under the laws of another jurisdiction, and the Grantee is in good standing and authorized to do business in the State of New York;

2. the Grantee has full power and authority to execute and deliver the Agreement and to perform its obligations thereunder; **and**

3. the Agreement was duly authorized, executed and delivered by the Grantee and is binding on and enforceable against the Grantee in accordance with its terms.

By selecting this option and providing my electronic signature, I hereby execute and deliver a validly binding legal opinion in the form of this Exhibit B, just the same as a pen-and-paper signature on a separate document.

Approved – Legal Opinion attached

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

***Instructions – Grantee's Attorney will choose appropriate response. If **"Approved as to form"** is checked, the Attorney will DocuSign form. If **"Approved – Legal Opinion attached"** is checked, the Attorney must attach a legal opinion using the language provided in this exhibit.*

EXHIBIT C: Grantee Questionnaire

PLEASE READ THE FOLLOWING:

1) You are acknowledging the following regarding the included Grantee Questionnaire:

- This inserted Grantee Questionnaire is an accurate and true copy of such previously submitted DASNY Grantee Questionnaire.

- The Grantee certifies that there has been no material change in the information provided in the Grantee Questionnaire.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

NEW YORK STATE | DASNY

DASNY OFFICE USE ONLY	
GQ Review	
DS SC	12/19/2024

Grant Programs
Municipal Grantee Questionnaire

THIS QUESTIONNAIRE MUST BE COMPLETED IN FULL BEFORE DASNY WILL PROCESS YOUR GRANT APPLICATION. THE COMPLETED QUESTIONNAIRE WILL BE KEPT ON FILE FOR ONE (1) YEAR. THE GRANTEE MUST NOTIFY DASNY, IN WRITING OF ANY CHANGES TO THESE RESPONSES.

SECTION I: GENERAL INFORMATION

1. Grantee (Legally Inc. Name): Town of Amherst
2. Federal Employer ID No. (FEIN): 16-6002157
3. Website Address: www.amherst.ny.us
4. Business E-mail Address: bkulpa@amherst.ny.us
5. Principal Place of Business Address: 5583 Main Street Williamsville, NY 14221
6. Telephone Number: 716-631-7032
7. Type of Entity (Please select appropriate response):

a) X Municipality

b) Other Please Specify: _____

SECTION II: GRANTEE CERTIFICATION AS TO PUBLIC PURPOSE

A. DEFINITIONS

As used herein in this Grant Programs Grantee Questionnaire:

1. "Affiliate" means any person or entity that directly or indirectly controls or is controlled by or is under common control or ownership with the Grantee.

2. "Authorized officer" is someone who can contractually bind the organization to a legal contract. If you do not know who this is, please consult with your attorney. DASNY will not be able to provide you with this information.

3. "Grantee" means the party or parties receiving funds pursuant to the terms of Grant Disbursement Agreement(s) ("GDA") to be entered into between the Grantee and DASNY.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

4. "Grant-Funded Project" means the work that will be fully or partially paid for with the proceeds of one or more Grants administered by DASNY, as described in the Preliminary Application(s), Project Information Sheet(s) and GDA(s), and includes, but is not limited to, capital costs including architectural, engineering and other preliminary planning costs, construction, furnishings and equipment.

5. "Related Party" means: (i) the party's spouse,(ii) natural or adopted descendants or step-children of the party or of the spouse, (iii) any natural or adopted parent or step-parent or any natural, adopted, or step-sibling of the party or of the spouse, (iv) the son-in-law, daughter-in-law, brother-in-law, sister-in-law, father-in-law or mother-in-law of the party or of the spouse, (v) any person sharing the home of any of the party or of the spouse, (vi) any person who has been a staff member, employee, director, officer or agent of the party within two (2) years of the date of this Grantee questionnaire, and (vii) affiliates or subcontractors of the party.

6. "Sponsoring Member(s)" means the Elected State Official who sponsored, arranged for and/or procured the Grant.

B. GRANT AWARD(S)

1. Has the Grantee or any of the Grantee's Related Parties paid any third party or agent, either directly or indirectly, to aid in the securing of a Grant-Funded Project? Yes No x

If answer is "**Yes**", Please explain:

2. As a condition of receiving a Grant, has the Grantee or any of the Grantee's Related Parties agreed to select specific consultants, contractors, suppliers or vendors (collectively 'vendors') to provide goods or services in connection with any Grant- Funded Project? Yes No x

If answer is "**Yes**", Please explain why vendor selection was a condition of receiving a Grant:

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

3. Does the Grantee have a conflict of interest (COI) policy? Yes X No

a) If **"No"** Grantee does not have a COI policy, please explain why Grantee does not have a COI policy and/or what Grantee has in lieu of COI policy.

b) If **"Yes"** Grantee does have a COI policy, will all consultants, contractors, suppliers and vendors selected to provide goods or services in connection with any Grant-Funded Project be chosen in accordance with the Grantee's COI policy, or if consultants, suppliers and vendors retained in connection with a Grant-Funded Project have already been selected, was the selection undertaken in accordance with the Grantee have a conflict of interest (COI) policy? Yes X No

If answer is "**No**" to 3b, Please explain:

4. Does the Sponsoring Member(s) or any Related Parties to Sponsoring Member(s) have any financial interest, direct or indirect, in the Grantee or in any of the Grantee's equity owners, or will the Sponsoring Members or any Related Parties to Sponsoring Members receive any financial benefit, either directly or indirectly, from the Grant-Funded Project(s) funded in whole or in part with Grant proceeds? Yes No X

If the answer is "**Yes**", please provide details:

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

SECTION III: DUE DILIGENCE QUESTIONS

1. Does the Grantee currently possess all certifications, licenses, permits, approvals, or other authorizations issued by any Local, State, or Federal governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business, or ability to conduct its activities? Please note this does not include construction related activities such as building permits and certificates of occupancy for any Grant-Funded project.

   Yes x No

   If the answer is **"No"**, will the Grantee obtain all required certifications, licenses, permits, approvals, or other authorizations issued by Local, State, or Federal Governmental entity in connection with any Grant-Funded Project, Grantee's services, operations, business or ability to conduct its activities prior to the execution of the Grant Disbursement Agreement for that Grant- Funded Project?

   Yes No

   If the answer is **"No"**, please explain:

1. Within the past five (5) years, has the Grantee or any Elected or Appointed Official on the Governing Board, Zoning Board, Planning Board, or other Municipal Board or body of the Grantee been subject to any of the following:

   a) A judgment or conviction for any business-related conduct constituting a crime under Federal, State or Local government law? Yes No x

   b) Been suspended, debarred or terminated by a Local, State or Federal authority in connection with a contract or contracting process? Yes No x

   c) Been denied an award of a Local, State or Federal government contract, had a contract suspended or had a contract terminated for non-responsibility? Yes No x

   d) Had a Local, State, or Federal government contract suspended or terminated for cause prior to the completion of the term of the contract? Yes No x

   e) A criminal investigation or indictment for any business-related conduct constituting a crime under Federal, State or Local government? Yes No x

   f) An investigation for a civil violation for any business-related conduct by any Federal, State or Local agency? Yes No x

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

g)	An unsatisfied judgment, injunction or lien for any business-related conduct obtained by any Federal, State or Local government agency including, but not limited to, judgments based on taxes owed and fines and penalties assessed by any Federal, State or Local government agency?	Yes	No x
h)	A grant of immunity for any business-related conduct constituting a crime under Federal, State or Local law including, but not limited to any crime related to truthfulness and/or business conduct?	Yes	No x
i)	An administrative proceeding or civil action seeking specific performance or restitution in connection with any Federal, State or Local contract or lease?	Yes	No x
j)	The withdrawal, termination or suspension of any grant or other financial support by any Federal, State, or Local agency, organization or foundation?	Yes	No x
k)	A suspension or revocation of any business or professional license held by the Grantee, a current or former principal, director, or officer of the Grantee, or any member of the any current or former staff of the Grantee?	Yes	No x
l)	A sanction imposed as a result of judicial or administrative proceedings relative to any business or professional license?	Yes	No x
m)	A Federal, State or Local government enforcement determination involving a violation of Federal, State or Local laws?	Yes	No x
n)	A citation, notice, violation order, pending administrative hearing or proceeding or determination for violations of:		
	- Unemployment insurance or workers' compensation coverage or claim requirements	Yes	No x
	- A Federal, State, or Local determination of a willful violation of any public works or labor law or regulation?	Yes	No x

For each "Yes" answer to questions 2a-n, provide details regarding the finding, including but not limited to cause, current status, resolution, etc.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

3. During the past three (3) years, has the Grantee **failed** to file documentation requested by any regulating entity, with the Attorney General of the State of New York, or with any other Local, State, or Federal entity that has made a formal request for information? Yes No X

If the answer is "**Yes**", indicate the years the Grantee fails to file the requested information and the current status of the matter:

4. During the past three (3) years, has the Grantee had any Governmental audits conducted that revealed material weaknesses in the Grantee's system of internal controls or was non-compliant with contractual agreements or any material disallowance? Yes No X

If the answer is "**Yes**", identify the taxing jurisdiction, type of tax, liability year(s) and tax liability amount the Grantee failed to pay and the current status of the liability:

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

CERTIFICATION

The Grantee certifies that all funds that will be expended pursuant to the terms of a GDA to be entered into between DASNY and the Grantee are to be used solely and directly for the public purpose or public purposes described in the Preliminary Application, Project Information Sheet and GDA. The Grantee further certifies that all such funds will be used solely in the manner described in the Preliminary Application, Project Information Sheet, and GDA. The Grantee further certifies that it will utilize the real property, equipment, furnishings, and other capital costs paid for with Grant proceeds until such time as the Grantee reasonably determines that such real property, equipment, furnishings and other capital costs are no longer reasonably necessary or useful to further the public purpose for which the Grant was made.

The undersigned recognizes that this questionnaire is submitted for the express purpose of inducing DASNY to make payment to the Grantee for services rendered by the undersigned and that DASNY may in its discretion, by means which it may choose, determine the truth and accuracy of all statements made herein. The undersigned further acknowledges that intentional submission of false or misleading information may constitute crimes, including but not limited to, a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to $10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001; and swears and/or affirms under penalty of perjury that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned also certifies that s/he has not altered the content of the questions in the questionnaire in any manner; has read and understands all of the items contained in the questionnaire and any attached pages; has supplied full and complete and accurate responses to each item therein; is knowledgeable about the submitting Grantee's business and operations; understands that DASNY will rely on the information supplied in this questionnaire when entering into a contract with the Grantee; and is under duty to notify DASNY of any changes to the Grantee's responses herein until such time as the Grant proceeds have been fully paid out to Grantee.

DocuSigned by: 6A5E3EC8D52348E...	Signed by: Sam Alba D696A123DFA6446...
Signature of Authorized Officer	Signature of Authorized Officer
Brian Kulpa	Sam Alba
Printed Name of Authorized Officer	Printed Name of Authorized Officer
Town Supervisor	Interim Town Attorney
Title of Authorized Officer	Title of Authorized Officer
12/2/2024	12/17/2024
Date Signed	Date Signed

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

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EXHIBIT D: Disbursement Terms

Town of Amherst
Construction of an Inclusive Playground Including Benches, Shade Areas as well as Restroom Facility at Amherst Central Park
Project ID: 26514

Subject to the terms and conditions contained in this Agreement, DASNY shall disburse the Grant to the Grantee as follows:

Standard Reimbursement

DASNY shall make payment to the Grantee, no more frequently than monthly, based upon Eligible Expenses (as set forth and in accordance with the schedule in Exhibit A) actually incurred by the Grantee, in compliance with Exhibit A and upon presentation to DASNY of the Payment Requisition Forms attached to this Agreement as Exhibit E and its attachments, together with such supporting documentation as DASNY may require in order to clearly demonstrate that Eligible Expenses were actually incurred by the Grantee in connection with the Project described herein. Payment shall be made by reimbursement, subject to the terms and conditions of Sections 4 and 5(a) of this Agreement; by payment on invoice subject to the terms and conditions of Sections 4 and 5(b) of this Agreement; or, for real property acquisition, subject to the terms and conditions of Sections 4 and 5(c) of this Agreement.

Supporting documentation acceptable to DASNY must be provided prior to payment, including invoices and proof of payment in a form acceptable to DASNY. If the fronts and backs of canceled checks cannot be obtained from the Grantee's financial institution, a copy of the front of the check must be provided, along with a copy of a bank statement clearly showing that payment was made by the Grantee to the contractor. DASNY reserves the right to request additional supporting documentation in connection with requests for payment, including the backs of canceled checks, certifications from contractors or vendors, or other documentation to verify that grant funds are properly expended. *Please note that quotes, proposals, estimates, purchase orders, and other such documentation* ***do NOT*** *qualify as invoices*.

The Grantee agrees to provide such documentation to DASNY as may be requested by DASNY in its sole and absolute discretion to support a requisition for payment, to determine compliance by the Grantee with the terms of this Agreement or otherwise reasonably requested by DASNY in connection with the Grant, and further acknowledges that if documentation requested in connection with a requisition for payment does not, in the sole and absolute discretion of DASNY, provide adequate support for the costs requested, that such requisition request shall be denied and payment shall not be made to the Grantee.

All expenses submitted for reimbursement or payment on invoice must be for work completed at the approved Project location(s) and/or items received at the approved Project location(s) prior to the date of the request for reimbursement/payment. In addition, if funds are requisitioned for the purchase of a vehicle, the New York State Vehicle Registration Documents and title must be submitted along with the requisition forms.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

EXHIBIT E: Payment Requisition Form and Dual Certification

Town of Amherst
Construction of an Inclusive Playground Including Benches, Shade Areas as well as Restroom Facility at Amherst Central Park
Project ID: 26514

For Office Use Only:

FMS#: 135201

Payment Request #

For work completed between ___/___/___ and ___/___/___

THIS REQUEST:

A: DASNY SHARE*		B: THIS REQUEST	C: TOTAL REQUESTED PRIOR TO THIS REQUEST	D: A-B-C BALANCE
$	$1,000,000.00			

* Please note that when submitting a requisition for payment, DASNY can only reimburse for capital expenditures for the Project as set forth in Exhibit A of this Agreement. In addition, all capital expenditures are to be both incurred (billed to) and paid for by the named Grantee. Capital expenditures include the costs of acquisition, design, construction, reconstruction, rehabilitation, preservation, development, improvement, modernization and equipping of the approved Project location.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

EXHIBIT E: Payment Requisition Form and Dual Certification

DUAL CERTIFICATION

This certification must be signed by two Authorized Officers of the Town of Amherst, for Project #26514.

We hereby warrant and represent to DASNY that:

1. To the best of our knowledge, information and belief, the expenditures described in Payment Requisition Request #_____ attached hereto in the amount of $_____ for which Town of Amherst, is seeking payment and/or reimbursement comply with the requirements of the Agreement between DASNY and Town of Amherst (the "Agreement"), are Eligible Expenses, and that the payment and/or reimbursement of expenditures for which it is seeking payment and/or reimbursement from DASNY does not duplicate reimbursement or disbursement of costs and/or expenses from any other source.
2. The warranties and covenants contained in Section 8 of the Agreement are true and correct as if made on the date hereof.
3. The Eligible Expenses for which reimbursement is sought in connection with this requisition were actually incurred by the Grantee named on the cover page of this Agreement, and/or will be paid by the Grantee solely from the Segregated Account established pursuant to paragraph 4(d) of the Grant Disbursement Agreement to the contractor named on the invoices submitted in connection with this requisition and shall not be used for any other purpose.
4. All Project costs described in any contractor/vendor invoice submitted pursuant the payment requisition form have been completely and fully performed and/or received on site at the applicable project location prior to the date hereof.
5. Proof of disposition of funds from the Segregated Account to the contractor and/or vendors that are being paid on invoice, if any, will be provided to DASNY within sixty (60) days of the date that Grant funds are disbursed to the Grantee to pay for such costs. We understand that in the event that acceptable proof of payment is not provided, DASNY will not make any additional disbursements from Grant funds until such time as such proof of payment is provided.
6. We have the authority to submit this requisition on behalf of Town of Amherst. All eligible expenses have been incurred within the scope of the project description set forth in the schedule in Exhibit A to this Agreement.
7. The following documents are hereby attached for DASNY approval, in support of this requisition, and are accurate images of the original documents **(Please check off all that apply):**

- ☐ Readable copies of both front and back of canceled checks.
- ☐ Readable copies of the front of the checks and copies of bank statements showing that the checks have cleared.
- ☐ Copy of New York State Vehicle Registration and Title documents for all vehicles purchased with Grant funds.
- ☐ Invoices/receipts for eligible goods/services that have been received/performed at the approved Project location(s) and a completed Exhibit E-2: Payment Requisition Back-up Summary.
- ☐ Other:

Authorized Officer Signature: _____ Date: _____

Print Name: _____

Title: _____

Authorized Officer Signature: _____ Date _____

Print Name: _____

Title: _____

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

EXHIBIT E-I: Payment Requisition Cover Letter

ON GRANTEE'S LETTERHEAD

Date

Attention: Accounts Payable - Grants
DASNY
515 Broadway
Albany, New York 12207

Re: State and Municipalities ("SAM") Grant
Construction of an Inclusive Playground Including Benches, Shade Areas as well as Restroom Facility at Amherst Central Park
Project No. 26514

To Whom It May Concern:

Enclosed please find our request for payment/reimbursement. The package includes completed Exhibits E and E-2, including a Dual Certification with original signatures from two authorized officers. I have also included supporting documentation and invoices, as summarized in Exhibit E-2.

Below I have checked off the relevant payment option and completed the required payment information. This information is complete and accurate as of the date of this letter:

1) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by check.
OR	
2) ☐	We would like to be paid by reimbursement pursuant to section 5(a) of the grant disbursement agreement. Proof of payment is enclosed for all invoices submitted in this request. Please remit payment by wire. The wire instructions for our account are as follows: BANK NAME: _____ ACCOUNT #: ACCOUNT NAME: _____ ABA #:

OR

3) ☐ We would like to be paid on invoice pursuant to Section 5(b) of the grant disbursement agreement. We have not paid the invoice(s) included in this request. We have established a **segregated account to be used solely for accepting and disbursing funds from DASNY for this grant and for no other purpose.** We have applied industry standard fraud protections to this account, including but not limited to, check positive pay and ACH positive pay. The wire instructions for this account are as follows:

BANK NAME: _____ ACCOUNT #:

ACCOUNT NAME: _____ ABA #:

If any further information is needed, please contact me at (___)_____.

Please sign and return these documents to DASNY at apgrants@dasny.org. Please return them from the Grantee's organizational email address and retain the original copies for production to DASNY if requested. By providing electronic signature(s), the Grantee's designee will be providing validly binding legal documents, just the same as a pen-and-paper signature.

Signature: _____

Print Name: _____ Title: _____

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

EXHIBIT E-2: Payment Requisition Back-up Summary

Town of Amherst
Construction of an Inclusive Playground Including Benches, Shade Areas as well as Restroom Facility at Amherst Central Park
Project ID: 26514

Please list below all invoice amounts totaling the amount for which you are seeking reimbursement in this request. Invoices should be organized and total amount requested for reimbursement from grant subtotaled. Please use additional sheets if necessary.

VENDOR/ CONTRACTOR NAME	INVOICE/ APPLICATION #	AMOUNT REQUESTED FROM GRANT FUNDS	COMMENT
TOTAL Requested:			(Transfer total amount requested to Exhibit E pg. 18 column B)

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

EXHIBIT F

NON-DISCRIMINATION AND AFFIRMATIVE ACTION POLICY FOR THE PROJECT

It is the policy of the State of New York and DASNY, to comply with all federal, State and local law, policy, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minorities Group Members and women share in the economic opportunities generated by DASNY's participation in projects or initiatives, and/or the use of DASNY funds.

1) The recipient of State funds represents that its equal employment opportunity policy statement incorporates, at a minimum, the policies and practices set forth below:

   a) Grantee shall (i) not unlawfully discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, (ii) undertake or continue existing programs of affirmative action to ensure that Minority Group Members and women are afforded equal employment opportunities, and (iii) make and document its conscientious and active efforts to employ and utilize M/WBEs, Minority Group Members and women in its workforce on contracts. Such action shall be taken with reference to, but not limited to, solicitations or advertisements for employment, recruitment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

   b) At the request of the AAO, the Grantee shall request each employment agency, labor union, or authorized representative of workers with whom it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union, or representative does not unlawfully discriminate, and that such union or representative will affirmatively cooperate in the implementation of the Grantee's obligations herein.

2) The Grantee is encouraged to include minorities and women in any job opportunities created by the Project; and to solicit and utilize M/WBE firms for any contractual opportunities generated in connection with the Project.

3) Grantee represents and warrants that, for the duration of the Agreement, it shall furnish all information and reports required by the AAO and shall permit access to its books and records by DASNY, or its designee, for the purpose of ascertaining compliance with provisions hereof.

4) Grantee shall include or cause to be included, paragraphs (1) through (3) herein, in every contract, subcontract or purchase order with a Contracting Party executed in connection with the Project, in such a manner that said provisions shall be binding upon each Contracting Party as to its obligations incurred in connection with the Project.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Docusign Envelope ID: 016FFF11-7155-4DAB-BA08-1080D19C6C99

NON-DISCRIMINATION AND AFFIRMATIVE ACTION DEFINITIONS

Affirmative Action
Shall mean the actions to be undertaken by the Borrower, Grantee and any Contracting Party in connection with any project or initiative to ensure non-discrimination and Minority/Women-owned Business Enterprise and minority/female workforce participation, as set forth in paragraph 2) herein, and developed by DASNY.

Affirmative Action Officer ("AAO")
Shall mean DASNY's Affirmative Action Officer or his/her designee, managing the affirmative action program for DASNY.

Contracting Party
Shall mean (i) any contractor, subcontractor, consultant, subconsultant or vendor supplying goods or services, pursuant to a contract or purchase order in excess of $1,500, in connection with any projects or initiatives funded in whole or in part by DASNY and (ii) **any borrower or Grantee** receiving funds from DASNY pursuant to a loan or Grant document.

Minority Business Enterprise ("MBE")
Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is (i) a lease fifty-one percent (51%) owned by one or more Minority Group Members; (ii) an enterprise in which such minority ownership is real, substantial and continuing, (iii) an enterprise in which such minority ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as a minority business.

Minority Group Member
Shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups: (i) Black persons having origins in any of the Black African racial groups; (ii) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin, regardless of race; (iii) Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands; and (iv) Native American or Alaskan native persons having origins in any of the original peoples of North America.

Minority and Women-Owned Business Enterprise Participation
Minority and Women-owned Business Enterprise participation efforts are not limited to the efforts suggested herein, and the role of M/WBE firms should not be restricted to that of a subcontractor/subconsultant. Where applicable, M/WBE firms should be considered for roles as prime contractors. Such efforts may include but not be limited to:

(a) Dividing the contract work into smaller portions in such a manner as to permit subcontracting to the extent that it is economically and technically feasible to do so;

(b) Actively and affirmatively soliciting bids from qualified M/WBEs, including circulation of solicitations to Minority and Women's trade associations;

(c) Making plans and specifications for prospective work available to M/WBEs in sufficient time for review;

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

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(d) Utilizing the services and cooperating with those organizations providing technical assistance to the Contracting Party in connection with potential M/WBE participation on DASNY contract;

(e) Utilizing the resources of DASNY Affirmative Action Unit to identify New York State certified M/WBE firms for the purpose of soliciting bids and subcontracts;

(f) Encouraging the formation of joint ventures, associations, partnerships, or other similar entities with M/WBE firms, where appropriate, and

(g) The Contracting Party shall remit payment in a timely fashion.

Women-owned Business Enterprise ("WBE")

Shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is: (i) at least fifty-one percent (51%) owned by one or more citizens or permanent resident aliens who are women; (ii) an enterprise in which the ownership interest of such women is real, substantial and continuing, (iii) an enterprise in which such women ownership has and exercises DASNY to control and operate, independently, the day-to-day business decisions of the enterprise; (iv) an enterprise authorized to do business in the State of New York and is independently owned and operated; and (v) an enterprise certified by New York State as woman-owned.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

docusign

Certificate Of Completion

Envelope Id: 016FFF11-7155-4DAB-BA08-1080D19C6C99
Status: Sent
Subject: Town of Amherst - DASNY Grant Disbursement Agreement - Signature Required
Grantee ID:
Project ID: 26514
Source Envelope:
Document Pages: 32
Signatures: 1
Envelope Originator:
Certificate Pages: 5
Initials: 0
Kailey Misuraca
AutoNav: Enabled
515 Broadway
EnvelopeId Stamping: Enabled
Albany, NY 12207
Time Zone: (UTC-05:00) Eastern Time (US & Canada)
KComproski@dasny.org
IP Address: 144.121.77.34

Record Tracking

Status: Original
10/22/2025 9:29:51 AM
Holder: Kailey Misuraca
KComproski@dasny.org
Location: DocuSign
Security Appliance Status: Connected
Pool: FedRamp
Storage Appliance Status: Connected
Pool: Dormitory Authority - State of New York
Location: Docusign

Signer Events	Signature	Timestamp
Brian Kulpa bkulpa@amherst.ny.us Town Supervisor Security Level: Email, Account Authentication (None)	DocuSigned by: 6A5E3EC8D52348E... Signature Adoption: Uploaded Signature Image Using IP Address: 108.34.16.146	Sent: 10/22/2025 9:31:27 AM Viewed: 10/22/2025 9:32:11 AM Signed: 10/22/2025 9:34:22 AM
Electronic Record and Signature Disclosure: Accepted: 6/23/2023 2:41:06 PM ID: 57cfe162-4880-46bf-bebf-924377316f6e		
Steven Bengart sbengart@amherst.ny.us Security Level: Email, Account Authentication (None)		Sent: 10/22/2025 9:34:25 AM Viewed: 10/22/2025 11:29:39 AM
Electronic Record and Signature Disclosure: Accepted: 10/22/2025 11:29:39 AM ID: 920edf67-88aa-45f8-b2c1-e56dd4d67d86		
Kailey Misuraca KComproski@dasny.org Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
DASNY Legal Reviewers		
Signing Group: DASNY Legal Reviewers Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
DASNY Authorized Officers		
Signing Group: DASNY Authorized Officers Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Signer Events	Signature	Timestamp
Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Accounts Payable apgrants@dasny.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Grants Staff grants@dasny.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/22/2025 9:31:27 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dormitory Authority - State of New York (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dormitory Authority - State of New York:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: dasnyinfo@dasny.org

To advise Dormitory Authority - State of New York of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at dasnyinfo@dasny.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dormitory Authority - State of New York

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dormitory Authority - State of New York

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to dasnyinfo@dasny.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dormitory Authority - State of New York as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dormitory Authority - State of New York during the course of your relationship with Dormitory Authority - State of New York.

Attachment: Town_of_Amherst_-_DASNY_Grant_Disbursement_Ag (RES-2025-914 : Grant Disbursment Agreement (CRS 5899))

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 31084 **RESOLUTION 2025-915** **ADOPTED**

Proposal for Design Services for Bridge NY Replacement of Frankhauser Culvert Azar Design Co. Town Job #2022.033B; PIN 5765.56 CRS #5878

The Town of Amherst's application for the full replacement of a storm water culvert under Frankhauser Road was approved for funding through the Bridge NY program in the amount of $945,000. Bridge NY culvert funding is entirely State-funded as a funded reimbursement program administered by the New York State Department of Transportation (NYSDOT).

During the grant preparation phase, this office solicited fourteen (14) professional engineering firms on the Local Design Services Agreement (LDSA) list. Eight (8) firms responded with an expression of interest and supplemental proposal. Qualifications were scored by committee in accordance with the NYSDOT Procedures for Locally Administered Federal Aid Projects. Azar Design Co, was determined as the preferred design consultant after scoring was tallied (scoring summary attached).

We are in receipt of a proposal in the amount of $254,300.27 from Azar Design Co. to provide engineering design services including study & report, preliminary design, final design, ROW incidentals, bidding/negotiation, and construction phases. The design fee is 100% reimbursable through the Bridge NY program in accordance with State Local Agreement, Town Board Resolution 2025-118.

At this time, we request the Town Board approve the expenditure of the above-described proposal by Azar Design Co. at a total cost of $254,300.27 (100% State funded). First instance funding is identified as $156,680.34 in account KP2503-4971 and $97,619.93 in account KP2503-4972.

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

10/27/2025
Consent

FINANCIAL IMPACT:

At this time, we request the Town Board approve the expenditure of the above-described proposal by Azar Design Co. at a total cost of $254,300.27 (100% State funded).

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

Frankhauser Culvert - Design & Construction

Selection Scoring

Job No. 2022.033B

Date: 6/26/2025

Rank	Firm Name	Total Score
1	Azar Design Co	**322**
2	Ravi Engineering	**320.5**
3	Erdman, Anthony and Assoc.	**320.25**
4	CHA Consulting	**316**
5	Watts Architecture	**304.75**
6	Lu Engineers	**302**
7	LaBella Associates	**300**
8	Fisher Associates	**299.25**

Attachment: Summary (RES-2025-915 : Proposal for Design Services CRS #5878)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 31085 **RESOLUTION 2025-916** **ADOPTED**

Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install Electric Vehicle Stations in Town Parking Lots Supervisor to Sign NYSDEC Agreements Town of Amherst Job No. 2017.015V CRS #5897

The Town of Amherst obtained a New York State Department of Environmental Conservation (NYSDEC) Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant that will fund the installation of Electric Vehicle (EV) charging stations in Town-owned parking lots. The award provides for seven (7) Level 2 chargers and one (1) DC Fast Charging station. The table below summarizes the proposed locations, charger type, and corresponding grant and local funding amounts:

Location	DEC Contract #	Level	ZEV Grant	Local Share	Total
Audubon Golf Course	DEC-T02194GM-ZEV	2	$ 45,022.40	$ 11,255.60	$ 56,278.00
Audubon Library	DEC-T02155GM-ZEV	2	$ 46,901.60	$ 11,725.40	$ 58,627.00
Court House	DEC-C02680GM-ZEV	2	$ 57,726.40	$ 14,431.60	$ 72,158.00
Police Station	DEC-T02154GM-ZEV	2	$ 49,356.80	$ 12,339.20	$ 61,696.00
Senior Center	DEC-C02681GM-ZEV	2	$ 58,524.80	$ 14,631.20	$ 73,156.00
North Amherst Rec Center	DEC-T02195GM-ZEV	2	$ 44,206.40	$ 11,051.60	$ 55,258.00
Ellicott Creek Trailhead	DEC-C02708GM-ZEV	2	$ 61,716.00	$ 15,429.00	$ 77,145.00
Northtown Rec Center	DEC-C02685GM-ZEV	3	$ 107,228.80	$ 26,807.20	$ 134,036.00
		Totals:	$ 470,683.20	$ 117,670.80	$ 588,354.00

The total project cost of $588,354.00 includes design, equipment, and construction. Of this amount, $470,683.20 is reimbursable under the NYSDEC ZEV grant. The remaining local share of $117,670.80 is intended to be partially offset through National Grid's Make-Ready Program, which will be pursued during the design phase. Any portion of the local share not covered by outside funding is available in Account KP-2350-4971/4972.

Approval is requested to authorize the Supervisor to sign the above-referenced NYSDEC grant agreements, indicating the Town's commitment to the project terms and local cost share. Upon approval, the Supervisor will apply digital signatures and return the executed agreements to NYSDEC for countersignature and finalization.

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

10/27/2025

Consent

FINANCIAL IMPACT:

The total project cost of $588,354.00 includes design, equipment, and construction. Of this amount, $470,683.20 is reimbursable under the NYSDEC ZEV grant. The remaining local share of $117,670.80 is intended to be partially offset through National Grid's Make-Ready Program, which will be pursued during the design phase. Any portion of the local share not covered by outside funding is available in Account KP-2350-4971/4972.

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

TOWN OF AMHERST ENGINEERING DEPARTMENT
ENGINEERING SERVICES DIVISION
BRIAN J. ARMSTRONG – DIRECTOR OF ENGINEERING SERVICES

October 20, 2025
Agenda – October 27, 2025

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, New York 14221

RE: Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to install Electric Vehicle Stations in Town Parking Lots
Supervisor to sign NYSDEC Agreements
Town of Amherst Job No. 2017.015V
CRS ID# XXXX

Councilmembers:

The Town of Amherst obtained a New York State Department of Environmental Conservation (NYSDEC) Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant that will fund the installation of Electric Vehicle (EV) charging stations in Town-owned parking lots. The award provides for seven (7) Level 2 chargers and one (1) DC Fast Charging station. The table below summarizes the proposed locations, charger type, and corresponding grant and local funding amounts:

Location	DEC Contract #	Level	ZEV Grant	Local Share	Total
Audubon Golf Course	DEC-T02194GM-ZEV	2	$ 45,022.40	$ 11,255.60	$ 56,278.00
Audubon Library	DEC-T02155GM-ZEV	2	$ 46,901.60	$ 11,725.40	$ 58,627.00
Court House	DEC-C02680GM-ZEV	2	$ 57,726.40	$ 14,431.60	$ 72,158.00
Police Station	DEC-T02154GM-ZEV	2	$ 49,356.80	$ 12,339.20	$ 61,696.00
Senior Center	DEC-C02681GM-ZEV	2	$ 58,524.80	$ 14,631.20	$ 73,156.00
North Amherst Rec Center	DEC-T02195GM-ZEV	2	$ 44,206.40	$ 11,051.60	$ 55,258.00
Ellicott Creek Trailhead	DEC-C02708GM-ZEV	2	$ 61,716.00	$ 15,429.00	$ 77,145.00
Northtown Rec Center	DEC-C02685GM-ZEV	3	$ 107,228.80	$ 26,807.20	$ 134,036.00
		Totals:	$ 470,683.20	$ 117,670.80	$ 588,354.00

The total project cost of $588,354.00 includes design, equipment, and construction. Of this amount, $470,683.20 is reimbursable under the NYSDEC ZEV grant. The remaining local share of $117,670.80 is intended to be partially offset through National Grid's Make-Ready Program, which will be pursued during the design phase. Any portion of the local share not covered by outside funding is available in Account KP-2350-4971/4972.

Approval is requested to authorize the Supervisor to sign the above-referenced NYSDEC grant agreements, indicating the Town's commitment to the project terms and local cost share. Upon approval, the Supervisor will apply digital signatures and return the executed agreements to NYSDEC for countersignature and finalization.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

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

Sincerely,

Brian J. Armstrong
Director of Engineering Services

Attachment
BJA/CPS/jak
cc: Brian J. Kulpa – Town Supervisor
Councilmembers
Steven B. Bengart – Town Attorney
Jennifer M. Adams – Interim Town Comptroller
Lynda Juul – Director of Finance
Megan Winnert - Coordinator of Federal & State Programs
Christopher P. Schregel – Project Manager

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-T02194GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 166002157	PROJECT NAME: ZEVIN 2022 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: mbellecose@amherst.ny.us	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2021 To: 09/30/2025 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $45,022.40 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

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- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget

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☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

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

CONTRACTOR: AMHERST TOWN OF

By: _____

Printed Name

Title: _____

Date: _____

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STATE AGENCY:

_____

_____

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number:# DEC01-T02194GM-3350000

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STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-T02155GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 166002157	PROJECT NAME: ZEVIN 2022 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: mbellecose@amherst.ny.us	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2021 To: 09/30/2025 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $46,901.60 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

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ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

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☐ Other:

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CONTRACTOR: AMHERST TOWN OF

By: _____

Printed Name

Title: _____

Date: _____

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STATE AGENCY:

_____

_____

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number:# DEC01-T02155GM-3350000

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CONTRACTOR NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 166002157	PROJECT NAME: ZEVIN 2022 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
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CURRENT CONTRACT TERM: From: 10/01/2021 To: 09/30/2025 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $57,726.40 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

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By: _____

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Date: _____

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APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

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Title: _____

Date: _____

Contract Number:# DEC01-C02680GM-3350000

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CURRENT CONTRACT TERM: From: 10/01/2021 To: 09/30/2025 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $49,356.80 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

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Printed Name

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APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

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Title: _____

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Title: _____

Date: _____

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_____

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

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CONTRACTOR NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 166002157	PROJECT NAME: ZEVIN 2022 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: mbellecose@amherst.ny.us	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2021 To: 09/30/2025 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $44,206.40 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☑ Attachment A:
- ☑ A-1 Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

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

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

CONTRACTOR: AMHERST TOWN OF

By: _____

Printed Name

Title: _____

Date: _____

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

STATE AGENCY:

_____

_____

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number:# DEC01-T02195GM-3350000

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C02708GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 166002157	PROJECT NAME: ZEVIN 2022 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: mbellecose@amherst.ny.us	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2021 To: 09/30/2025 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $61,716.00 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☑ Attachment A:
- ☑ A-1 Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget

- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

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

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

CONTRACTOR: AMHERST TOWN OF

By: _____

Printed Name

Title: _____

Date: _____

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

STATE AGENCY:

_____

_____

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number:# DEC01-C02708GM-3350000

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C02685GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 166002157	PROJECT NAME: ZEVIN 2022 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: mbellecose@amherst.ny.us	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 10/01/2021 To: 09/30/2025 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount; *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $107,228.80 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☑ Attachment A:
- ☑ A-1 Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget
- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

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

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

CONTRACTOR: AMHERST TOWN OF

By: _____

Printed Name

Title: _____

Date: _____

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

STATE AGENCY:

_____

_____

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

Contract Number:# DEC01-C02685GM-3350000

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

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

The documents above, collectively, comprise the entire Agreement and govern the

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

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

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

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

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

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

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold 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

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

to the Contract.

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

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

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

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

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

N. **Renewal:**

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

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

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

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

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

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

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

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

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

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

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

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

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

4. **Suspension:**

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

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

2. If requested by the State, the Contractor agrees not to enter into any

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subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

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

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

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

   i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

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

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

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

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

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

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

4. Contractor may disclose Confidential Information if such information is required

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

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

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

G. Publicity:

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

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

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

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

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

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

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Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

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

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

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

J. Charities Registration:

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

K. Vendor Responsibility:

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

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

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

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

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coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

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the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

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

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

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

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

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

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

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("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

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ATTACHMENT A-1
AGENCY TERMS AND CONDITIONS

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

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(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Maureen Leddy
Director, Office of Climate Change
NYS Department of Environmental Conservation
625 Broadway, 9th Floor
Albany, NY 12233-1030
(518) 402-8448

The designated appeal individual to review decisions is:

Caitlin Stephen, Office of General Counsel
NYS Department of Environmental Conservation
625 Broadway, 14 Floor
Albany, NY 12233-1500
(518) 402-9188

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Katie Calogero, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractors misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

(a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

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(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor=s sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

(1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;

(2) alterations of the items by the Department;

(3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;

(4) use of items in combination with apparatus or devices not delivered by the Contractor;

(5) use of items in a manner for which the same were neither designed nor contemplated; or

(6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect

interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

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

(2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include Equal Employment Opportunities (EEO) for minority group members and women and contracting opportunities for certified Minority and Women Owned Business Enterprises (MWBEs). Contractor's demonstration of Good Faith Efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

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

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of **30%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; https://ny.newnycontracts.com

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

(c) MWBE Utilization Plan

(1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.

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(2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.

(3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(4) The MWBE Utilization Plan must be completed via the New York State Contract System on-line: https://ny.newnycontracts.com.

(d) Equal Employment Opportunity (EEO)

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

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

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor's EEO policy statement shall include the following language:

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

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

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

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic

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background, gender, and Federal occupational categories. Contractors shall complete the Staffing Plan and submit at the time of award of the contract.

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

(e) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract. This reporting must be done online, through the New York State Contract System: https://ny.newnycontracts.com. The reports document the progress made towards achievement of the MWBE goals of the Contract.

(f) Waivers

(1) For Waiver Requests Contractor should use Waiver Request Form.

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

(3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly 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, the Department 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.

(g) Liquidated Damages - MWBE Participation

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

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

(i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

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

(iii) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

XI. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

New York State Veteran's Law Article 3provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. The Department 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 Department contracts.

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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, Bidders are 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.

(a) Contract Goals

The Department hereby establishes an overall goal of **6%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: https://ogs.ny.gov/veterans/. Questions regarding compliance with SDVOB participation goals should be directed to the Department's Designated Contacts. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause (XI)(d) below).

(b) SDVOB Utilization Plan

1. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.

2. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows 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 SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Department.

3. The Department will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of Department acceptance or issue a notice of deficiency within 20 days of receipt.

4. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, The Department shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Department, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

5. The Department may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

(c) If a Bidder fails to submit an SDVOB Utilization Plan;
(d) If a Bidder fails to submit a written remedy to a notice of deficiency;
(e) If a Bidder fails to submit a request for waiver; or
(f) If the Department determines that the Bidder has failed to document good faith efforts.

6. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

7. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, The Department

shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

(c) Request for Waiver

1. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Department for guidance.

2. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause (XI)(d) below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Department at that time, the provisions of clauses (XI)(b) 3., 4., & 5. will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB 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 the Department but must be made no later than prior to the submission of a request for final payment on the Contract.

4. If the Department, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) 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, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Department.

(d) Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

(1) Copies of solicitations to SDVOBs and any responses thereto.

(2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.

(3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Department with certified SDVOBs whom the Department determined were capable of fulfilling the SDVOB goals set in the Contract.

(4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(5) Other information deemed relevant to the waiver request.

(e) Quarterly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Quarterly SDVOB Contractor Compliance within the first month of each quarter to the Department during the term of the Contract for the preceding quarters' activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to the Department, by the 10th day of the first month of each quarter during the term of the Contract, for the preceding quarters' activity to: sdvob@dec.ny.gov

(f) Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply

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with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

XII. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

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

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

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

XIII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, https://www.access-board.gov/guidelines-and-standards

XIV. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XVI. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVII. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVIII. Vendor Responsibility

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a) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

b) The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

c) Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.

d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

a) If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

b) With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

a) The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

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b) The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be sued under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Office of Climate Change
New York State Department of Environmental Conservation
625 Broadway – 9th Floor
Albany, New York, 12233-1030
Tel. No.: (518) 402-8448

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York, 12233-1500

The Contractor's (grantees) authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's (grantees) authorized representative at the address identified on the Face Page, with copies sent to the Contractor's (grantees) contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor (grantee).

II. Project Insurance Considerations

The Contractor (grantee) agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor (grantee) not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor (grantee) shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's (grantees) Work under this contract, or as a result of Contractor's (grantees) activities.

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- The State of New York, NYS Department of Environmental Conservation, Office of Climate Change its officers, agents and employees, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor (grantee) procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor (grantee) shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

b) Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor (grantee) shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

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Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Office of Climate Change, 625 Broadway 9th floor, Albany, NY 12233-1030, as the Entity Requesting Proof of Coverage.

Additional information can be obtained at the Worker's Compensation website: http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

c) Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence, and $5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

d) Business Automobile Liability with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor (grantee) does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor (grantee) shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

e) Environmental Liability with a limit of not less than $1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's (grantees) Work.

f) Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor (grantee), any subcontractor or supplier retained by the Contractor (grantee) to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of $1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor (grantee) shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

g) Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor (grantee) shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor (grantee) shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum $2,000,000 limit.

Should the Contractor (grantee) engage a subcontractor, the Contractor (grantee) shall impose the insurance requirements of this document on the subcontractor. Contractor (grantee) shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor (grantee) will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's (grantee) records.

h) Local Share Requirements
The Contractor (grantee) must provide the correct amount of match based on a combination of median household income as displayed in census table B19013 and whether or not the infrastructure is located within a disadvantaged community as identified based on the Climate Justice Working Group disadvantaged communities criteria at https://climate.ny.gov/resources/disadvantaged-communities-criteria/. The match is based on the total eligible project cost. Projects with total eligible costs exceeding $312,500 will require the municipality to provide a match percentage greater than 20 percent. Match expenditures must be directly related to the project, incurred within the term of this contract, and must be met from local funding sources. State and Federal funding sources are not considered an eligible source of match funds. This program award may not be combined with NYSERDA Charge Ready NY funds.

i) Construction
The Contractor (grantee) agrees to proceed expeditiously with the Project and shall complete the Project in accordance with the performance measures set forth in Attachment C (Work Plan) or any amendments to such Work Plan which are approved by the Department in writing.

The Contractor (grantee) agrees that it shall notify the Department in writing thirty (30) calendar days prior to the start of construction or, if the start of construction began on or before the contract execution date, upon approval of the Contract the Contractor (grantee) shall notify the Department in writing within thirty (30) calendar days as to the status of any construction.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

The Contractor (grantee) agrees that it shall notify the Department in writing thirty (30) days following initial start-up operation of the Project.

The Contractor (grantee) agrees that it shall cause the Project to be designed and constructed in accordance with the engineering report or facilities plan, and if applicable to the project, the plans and specifications for the Project shall be stamped with the seal of a licensed professional engineer and shall be signed with the personal signature of such engineer in compliance with Education Law §7209(1) and (2), and which have been delivered to and approved by the Department, as well as any amendments thereto.
The Contractor (grantee) agrees that it shall permit the Department to participate in all its meetings and conferences with respect to the Project. Upon request from the Department, the Contractor (grantee) must submit to the Department reports, documents, data, contractual documents, administrative records, and other information pertinent to the Project.

The Contractor (grantee) agrees to permit representatives of the Department to have unrestricted access to the Project at all reasonable times, and all contracts of the Contractor (grantee) for construction or operation of all or a portion of the Project shall contain provisions that permit such access to the Project or work relating to the Project, wherever it is in preparation or progress, and that contractors or subcontractors shall provide proper facilities for such access and inspection and shall permit extracts and copies of Project records to be made by the representatives of the Department.

j) Engineering Certification/As-built Plans
Within sixty (60) calendar days after the end of the Contract Term, or upon final completion of the Project, the Contractor (grantee) agrees that it will deliver the following to the Department:

- A certification stating that all portions of the Project funded by this award have been completed in accordance with this Contract, and constructed per the approved plans and specifications, and any approved amendments thereto.
- The certified "as built" plans and specifications for the Project. Any work not in accordance with the approved plans and specifications shall be remedied, unless such non-compliance is agreed to be waived by the Department.
- The Contractor (grantee) shall retain all as-built plans and specifications for the Project for the useful life of the Project.

k) Useful Life of Project
The Contractor (grantee) agrees that it is fully responsible for ensuring the proper and efficient monitoring, operation and maintenance of the Project satisfactory to the Department, including, but not limited, to retaining a sufficient number of qualified staff and ensuring performance of required tests and requirements. After completion of the Project, the Contractor (grantee) shall, for a for a minimum period of ten (10) years (the useful life of the Project as provided in 6 NYCRR 492-3.3[e]) operate the Project or otherwise cause the Project to be operated properly in a sound and economical manner and shall maintain, preserve and keep the Project, or cause the Project to be maintained, preserved and kept, in good repair, working order and condition and shall make, or cause to be made, all necessary and proper repairs, replacements and renewals from time to time, so that at all times the Project may be operated properly in a manner consistent with the Project performance standards contained in the engineering report of facilities plan for the Project, with this Contract and with the requirements of any related permit or other governmental approval of the Project.

l) Mitigation Monitoring and Reporting
All EVSE infrastructure must be capable of collecting data on greenhouse gas (GHG) emission reductions or tracking energy usage data that allows the Contractor (grantee) to calculate GHG emissions reductions. GHG reductions reporting is required on a quarterly basis as a component of the grant contract. Contractor (grantee) must provide DEC access to data or station management software that allows DEC access to GHG emissions data.

m) Agreements

i. Climate Change Mitigation Easement
Grant awards that include the development, improvement, restoration, and/or rehabilitation of real property not owned by the Contractor (grantee) must develop and execute a CCME, or a DEC-approved agreement from a government entity not legally authorized to enter into a CCME, with the landowner that ensures the following:

- The property shall be accessible to the municipality for any necessary work to achieve the funded purpose throughout the expected useful life of the project.
- The property shall provide the identified public benefit throughout the expected useful life of the project.
- The property shall be used to achieve climate protection and mitigation goals pursuant to ECL Article 54, Title 15 "Climate Smart Communities Projects" throughout the expected useful life of the project.
- The property owner shall provide information and data to the municipality or will provide access to the municipality for collection of data, as specified in the grant contract.
- A ten-year minimum term for the easement is required to adequately reflect the expected useful life of the project.
- For CCMEs:
  - CCMEs are enforced as a conservation easement pursuant to ECL §§ 54-1513 and 49-0305.
  - CCMEs must be filed with the appropriate county clerk's office.

ii. Partnership Agreement
For projects that involve more than one municipality or non-municipal partner, formal, finalized agreements, (such as memoranda of understanding [MOU]) executed by all parties substantiating the collaboration and detailing the responsibilities and role of each party to the agreement must be provided to the DEC and include the name, headquarters address, and contact information of all partners and lead municipality; and must be signed and dated by the CEO or duly authorized representative of each party to the agreement.

n) Signage
The Contractor (grantee) shall install signage on-site that identifies the site as a clean vehicle charging/refueling facility; promotes public use of the facility; and acknowledges rebate funding from the DEC through Title 15 of the Environmental Protection Fund. All signs must include the following acknowledgment statement: This infrastructure was funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation. Signage developed for use at a rebate-funded facility shall be subject to review and approval by the DEC prior to installation.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

o) Shared Use Plan
All infrastructure facilities must be available primarily for public use. Facilities that will be available for both municipal fleet use and public use must submit a shared use plan use detailing when the facility will be available for public use and when the facility will be used for fleet charging. To qualify as "primarily for public use," a majority of installed ports or nozzles (more than 50%) must be dedicated exclusively to public use. For example, if a total of 2 ports are installed, both ports must be dedicated to public use; if a total of 4 ports are installed, a total of 3 ports must be dedicated to public use; if a total of six ports are installed, four of those will be dedicated to public charging and two to fleet charging and so on and so forth. The shared-use plan must be posted publicly onsite, with municipal parking information, and on the municipal website and provide a customer support number that is clearly visible and posted on or near the equipment to assist customers with difficulties accessing or operating the equipment at the facility.

p) Operations, Maintenance, and Mitigation Monitoring Plan
All Contractors (grantees) must provide an Operations, Maintenance, and Mitigation Monitoring Plan. The plan must describe how the unit will be maintained to guarantee availability to the public at least 80 percent of the time. This plan must include, but is not limited to, snow removal, floodproofing (if facility is located in a 100-year floodplain), cable and plug inspections, parking of non-EVs, customer support, ensuring public access for 10-years, physical and software maintenance for a minimum of 10-years, Americans with Disabilities Act (ADA) accessibility, modem/hardware upgrades and replacement, and long-term electrical costs (including possible demand charges) that may not be recouped from users.

q) Mapping
All Contractors (grantees) are required to map the location of the funded facility on the U.S. Department of Energy Alternative Fuels Locator Map: https://afdc.energy.gov/stations/#/station/new

r) Ownership
Pursuant to ECL 54-1515, all infrastructure funded through the CSC program must be owned by the Contractor (grantee) and cannot be transferred to another entity for the duration of the infrastructure's useful life. Through a Climate Change Mitigation Easement, the infrastructure may be placed on property not owned by the municipality.

s) Job Creation
Contractors (grantees) will report on jobs created as a result of the funded project in the quarterly report.

t) In-service Agreement
All networked EVSE and all HFC fueling stations must obtain a minimum 10-year service agreement with the service provider to guarantee the equipment will be functional and available for public use at least 80% of the time.

u) Reclaim of Funds
The Department reserves the right to reclaim funds paid to a Contractor (grantee) if false statements regarding eligibility of the project or any if its components are discovered after award or payment has been made.

v) State Assistance Payments

After approval of the Climate Smart Community grant or rebate application, the commissioner may, in the name of the State, enter contracts with municipalities to provide state assistance payments toward the cost of climate smart community projects. Contracts shall include the following provisions:

- An estimate of the costs of the project, as determined by the commissioner.
- An agreement by the commissioner to make state assistance payments toward the cost of the project by periodically reimbursing the municipality during the progress of project development or following completion of the project as may be agreed upon by the parties, in an amount not to exceed the amounts established elsewhere in this title.
- An agreement by the municipality
    - to proceed expeditiously with and complete the project as approved by the commissioner.
    - to undertake and maintain the climate smart community project in accordance with applicable law and rules and regulations.
    - to provide for the payment of the municipality's share of the cost of the project.
    - to assume the full cost of any additional elements or continued operation of the project.
    - to repay within one year of notification by the commissioner, any state assistance payments made toward the cost of the project, or an equitable portion of such monies declared appropriate by the commissioner, if the municipality fails to complete the project as approved. (No repayment, however, shall be required where the commissioner determines that such failure, disposition, or change of use was immediately necessary to protect public health and safety.); and
    - to apply for and make reasonable efforts to secure federal assistance for the project.

In connection with each contract, the commissioner shall keep adequate records of the amount of the payment by the state, if any, received by the municipality. Such records shall be retained by the commissioner and shall establish the basis for recalculation of the state payment as required herein.

The commissioner shall impose such contractual requirements and conditions upon any municipality that receives state assistance payments pursuant to this title as may be necessary and appropriate to ensure that a public benefit shall accrue from the use of public funds by such municipality. Such conditions shall include limitations on the right of the municipality to demolish or convey such property; provisions for public access or use where appropriate; a requirement that all plans for restoration, rehabilitation, improvement, demolition or other physical change must be subject to the commissioner's approval; and such other conditions that shall assure the preservation and protection of the project.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2021 - 09/30/2025
Contract Amount: $45,022.40

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2021 - 09/30/2025	$45,022.40			Y	Y

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$32,279.20	$8,069.80	25%	$0.00	$40,349.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$12,743.20	$3,185.80	25%	$0.00	$15,929.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$45,022.40	$11,255.60	25%	$0.00	$56,278.00
Total	$45,022.40	$11,255.60	25%	$0.00	$56,278.00

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. contractor, TBD, all site work electrical work and install and activation of EVSE, site restoration, stripping etc. GRANT	$23,779.20	$0.00	0%	$0.00	$23,77
2. contractor, TDB, all site work , electrical work, install and activation of EVSE, site restoration, stripping, etc. MATCH	$0.00	$8,069.80	100%	$0.00	$8,06
3. Electrical engineer to complete site plans and bid docs, and provide construction services	$8,000.00	$0.00	0%	$0.00	$8,00
4. Purchase and Installation of wayfinding and acknowledgement sign and 2 Bollards.	$500.00	$0.00	0%	$0.00	$50
Total	$32,279.20	$8,069.80	25%	$0.00	$40,3

CONTRACTUAL NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. One ChargePoint CT4021-GW1 EV Charging Station	$12,743.20	$3,185.80	25%	$0.00	$15,929.0
Total	$12,743.20	$3,185.80	25%	$0.00	$15,929.0

EQUIPMENT NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

The town of Amherst will install One ChargePoint CT4021-GW1 2 port EV Charging Station at the Audubon Golf Course parking lot, located at 500 Maple Road . The EV Station will be available to the public for all 24 hours, seven days a week

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Project Administration - .
Task
1.1 Public Relations - .
Performance Measures
1.1.1 Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. - .
1.1.2 The following statement must be included in all press, web posts, documents, signage, maps, etc.: "This infrastructure has been funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." - .
Task
1.2 Reporting - .
Performance Measures
1.2.1 Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. - .
1.2.2 Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request due within 120 days of the contract end date. - .
1.2.3 MWBE reports filed quarterly in the New York State Contracting system at https://ny.newnycontracts.com - .
1.2.4 Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. - .
Objective
2 Purchase equipment and procure general contractor and electrical engineer ensuring compliance with local procurement requirements and MWBE goals. - .
Task
2.1 Compile bid documents and purchase one ChargePoint CT40210GW1 Dual port EV Charger and supplies - .
Performance Measures
2.1.1 Bid documents and purchase orders submitted to DEC - .
Task
2.2 Draft RFP/prepare BID documents for engineer, including MWBE goals - .
Performance Measures
2.2.1 Submit draft RFP/Bid docs to DEC for review - .
Task
2.3 Release RFP/BID - .
Performance Measures
2.3.1 Copy of final RFP/BID and copies of advertisements placed for RFP through appropriate media, such as local newspaper and professional journals submitted to DEC - .
Task
2.4 Compile all MWBE ¿good faith efforts and provide to mwbe@dec.ny.gov with a cc to the DEC program manager if waiver is requested - .
Performance Measures
2.4.1 copy of e-mail from grantee to DEC MWBE with all good faith effort documentation, if waiver is requested - .
Task
2.5 Select engineer - .
Performance Measures
2.5.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC - .
Task

2.6 Select general contractor - .
Performance Measures
2.6.1 of applicants, intent to hire letter, copy of executed contract submitted to DEC. - .
Objective
3 Preparation of site - .
Task
3.1 Complete 70 feet of trenching, replace golf cart path, complete EV-related striping, install signage, and install bollards w/ 24¿ sonotube base. - .
Performance Measures
3.1.1 Photographs of site before, during, and after preparation submitted to DEC. - .
Objective
4 Installation and activation of Zero Emission Vehicle (ZEV) infrastructure - .
Task
4.1 Installation of One ChargePoint CT 4021 GW1 dual port charging station - .
Performance Measures
4.1.1 photographs of installed ZEV infrastructure submitted to DEC - .
Task
4.2 Activation and testing of installed infrastructure - .
Performance Measures
4.2.1 Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC. - .
Task
4.3 Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new - .
Performance Measures
4.3.1 Screen shot of DOE map showing new location submitted to the DEC. - .
Objective
5 Signage and Information - .
Task
5.1 Install wayfinding and acknowledgement signage - .
Performance Measures
5.1.1 Photographs of installed wayfinding, acknowledgement signage submitted to DEC. Acknowledgement statement is detailed in objective 1 task 1 - .
Objective
6 Data Collection - .
Task
6.1 Grant rights to OrgID ORG27201- New York State Department of Environmental Conservation and select ¿Detailed Usage Reporting¿ from the Rights Dropdown List. - .
Performance Measures
6.1.1 Notify DEC that rights have been granted - .
Objective
7 In-service Agreement - .
Task
7.1 Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time. - .
Performance Measures
7.1.1 Copy of in-service agreement submitted to DEC. - .

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2021 - 09/30/2025
Contract Amount: $46,901.60

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2021 - 09/30/2025	$46,901.60			Y	Y

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.(
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.(
Subtotal	$0.00	$0.00	0%	$0.00	$0.(
2) Non Personal Services					
a) CONTRACTUAL	$34,158.40	$8,539.60	25%	$0.00	$42,698.(
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.(
c) EQUIPMENT	$12,743.20	$3,185.80	25%	$0.00	$15,929.(
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.(
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.(
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.(
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.(
h) OTHER	$0.00	$0.00	0%	$0.00	$0.(
Subtotal	$46,901.60	$11,725.40	25%	$0.00	$58,627.(
Total	$46,901.60	$11,725.40	25%	$0.00	$58,627

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. contractor, TBD, all site work electrical work and install and activation of EVSE, site restoration, stripping etc. GRANT	$25,658.40	$0.00	0%	$0.00	$25,658.4
2. contractor, TDB, all site work , electrical work, install and activation of EVSE, site restoration, stripping, etc. MATCH	$0.00	$8,539.60	100%	$0.00	$8,539.6
3. Electrical engineer to complete site plans and bid docs, and provide construction services	$8,000.00	$0.00	0%	$0.00	$8,000.0
4. Purchase and Installation of wayfinding and acknowledgement sign and 2 Bollards.	$500.00	$0.00	0%	$0.00	$500.0
Total	$34,158.40	$8,539.60	25%	$0.00	$42,698.(

CONTRACTUAL NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. One ChargePoint CT4021-GW1 EV Charging Station includes networking and maintenance plans	$12,743.20	$3,185.80	25%	$0.00	$15,92
Total	$12,743.20	$3,185.80	25%	$0.00	$15,92

EQUIPMENT NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

The Town will install a 2-port ChargePoint CT4021-GW1 EV Charging Station at the Audubon Library municipal parking lot, located at 350 John James Audubon the EV Station will be available to the public for all 24 hours, seven days a week,

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Project Administration - .
Task
1.1 Public Relations - .
Performance Measures
1.1.1 fy DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. - .
1.1.2 The following statement must be included in all press, web posts, documents, signage, maps, etc.: "This infrastructure has been funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." - .
Task
1.2 Reporting - .
Performance Measures
1.2.1 Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. - .
1.2.2 Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request due within 120 days of the contract end date. - .
1.2.3 Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. - .
1.2.4 MWBE reports filed quarterly in the New York State Contracting System at https://ny.newnycontracts.com - .
Objective
2 Purchase equipment and procure electrical engineer and contractor electrical contractor town will bid out work ensuring compliance with local procurement requirements and MWBE goals - .
Task
2.1 Compile bid documents and purchase one ChargePoint C40210GW1 Dual Port EV Charger and supplies based on municipal procurement policies. - .
Performance Measures
2.1.1 Bid documents and purchase orders submitted to DEC - .
Task
2.2 Draft RFP/prepare BID documents for engineer, including MWBE goals - .
Performance Measures
2.2.1 Submit draft RFP/Bid docs to DEC for review - .
Task
2.3 Release RFP/BID - .
Performance Measures
2.3.1 Copy of final RFP/BID and copies of advertisements placed for RFP through appropriate media, such as local newspaper and professional journals submitted to DEC - .
Task
2.4 Compile all MWBE ¿good faith efforts and provide to mwbe@dec.ny.gov with a cc to the DEC program manager if waiver is requested - .
Performance Measures
2.4.1 copy of e-mail from grantee to DEC MWBE with all good faith effort documentation, if waiver is requested - .
Task
2.5 Select engineer - .
Performance Measures
2.5.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC - .
Task

2.6 Select general contractor - .
Performance Measures
2.6.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC - .
Objective
3 Preparation of site - .
Task
3.1 Complete 55 feet of trenching, blacktop restoration, curb replacement, bollards, 24¿ sonotube base, and striping and signage. - .
Performance Measures
3.1.1 Photographs of site before, during, and after preparation submitted to DEC. - .
Objective
4 Installation and activation of Zero Emission Vehicle (ZEV) infrastructure - .
Task
4.1 on of (One ChargePoint CT 4021 GW1 - .
Performance Measures
4.1.1 Photographs of installed ZEV infrastructure submitted to DEC - .
Task
4.2 Activation and testing of installed infrastructure - .
Performance Measures
4.2.1 Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC. - .
Task
4.3 Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new - .
Performance Measures
4.3.1 Screen shot of DOE map showing new location submitted to the DEC. - .
Objective
5 Signage and Information - .
Task
5.1 Install wayfinding and acknowledgement signage - .
Performance Measures
5.1.1 Photographs of installed wayfinding, acknowledgement signage submitted to DEC. Acknowledgement statement is detailed in objective 1 task 1 - .
Objective
6 Data Collection - .
Task
6.1 Grant rights to OrgID ORG27201- New York State Department of Environmental Conservation and select ¿Detailed Usage Reporting¿ from the Rights Dropdown List. - .
Performance Measures
6.1.1 Notify DEC that rights have been granted - .
Objective
7 In-service Agreement - .
Task
7.1 Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time. - .
Performance Measures
7.1.1 Copy of in-service agreement submitted to DEC. - .

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2021 - 09/30/2025
Contract Amount: $57,726.40

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2021 - 09/30/2025	$57,726.40			Y	Y

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$41,797.40	$14,431.60	35%	$0.00	$56,229.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$15,929.00	$0.00	0%	$0.00	$15,929.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$57,726.40	$14,431.60	25%	$0.00	$72,158.00
Total	$57,726.40	$14,431.60	25%	$0.00	$72,158.00

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Contractor TBD- all site work, electrical work ,installation and activation of EVSE	$33,297.40	$0.00	0%	$0.00	$33,29
2. electrical engineer-TBD- site plans, bid documents, and provide construction services	$8,000.00	$0.00	0%	$0.00	$8,00
3. wayfinding and acknowledment sign and 2 bollards	$500.00	$0.00	0%	$0.00	$50
4. Contractor TBD-MATCH- all site work, electrical work, installation and activation of EVSE, site restoration,stripping,ect	$0.00	$14,431.60	100%	$0.00	$14,43
Total	$41,797.40	$14,431.60	35%	$0.00	$56,2

CONTRACTUAL NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. One ChargePoint CT4021-GW1 with level 2 charging ports. Includes networking and maintenance plans	$15,929.00	$0.00	0%	$0.00	$15,929.0
Total	$15,929.00	$0.00	0%	$0.00	$15,929.0

EQUIPMENT NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

The Town of Amherst will install one dual port L2 EV Station at the Amherst Town Court parking lot, located at 400 John James Audubon Pkwy. The EV Station will be available to the public for all 24 hours, seven days a week and will serve those with Electric Vehicles, while encouraging others to join New York¿s shift in the transportation industry toward electrification.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Project Administration - .
Task
1.1 Public Relations - .
Performance Measures
1.1.1 Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. - .
1.1.2 The following statement must be included in all press, web posts, documents, signage, maps, etc.: "This infrastructure has been funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." - .
Task
1.2 Reporting - .
Performance Measures
1.2.1 Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. - .
1.2.2 Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request due within 120 days of the contract end date. - .
1.2.3 MWBE reports filed quarterly in the New York State Contract System at https://ny.newnycontracts.com - .
1.2.4 Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. - .
Objective
2 Purchase equipment and procure general contractor and electrical engineer ensuring compliance with local procurement requirements and MWBE goals. - .
Task
2.1 Compile bid documents and purchase one ChargePoint CT40210GW1 Dual port EV charger and supplies based on municipal procurement policies. - .
Performance Measures
2.1.1 Bid documents and purchase orders submitted to DEC - .
Task
2.2 Draft RFP/prepare BID documents for electrical engineer and contractor, including MWBE goals - .
Performance Measures
2.2.1 Submit draft each RFP/Bid docs to DEC for review - .
Task
2.3 Release each RFP/BID - .
Performance Measures
2.3.1 Copy of final RFP/BID for engineer and final RFP/BID for general contractor and copies of advertisements placed for both RFPs¿ through appropriate media, such as local newspaper and professional journals submitted to DEC - .
Task
2.4 Compile all MWBE ¿good faith efforts and provide to mwbe@dec.ny.gov with a cc to the DEC program manager if waiver is requested - .
Performance Measures
2.4.1 Copy of e-mail from grantee to DEC MWBE with all good faith effort documentation, if waiver is requested - .
Task
2.5 Select engineer - .
Performance Measures
2.5.1 List of applicants, intent to hire letter, copy of executed contract - .

Task
2.6 Select general contractor - .
Performance Measures
2.6.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC. - .
Objective
3 Preparation of site - .
Task
3.1 Complete 180 Feet of trenching, replace sidewalk, complete EV-related striping install signage, and install bollards w/ 24¿ sonotube base. - .
Performance Measures
3.1.1 Photographs of site before, during, and after preparation submitted to DEC. - .
Objective
4 Installation and activation of Zero Emission Vehicle (ZEV) infrastructure - .
Task
4.1 Installation of one Chargepoint CT4021-GW1 Dual port charging station at 400 John James Audubon Pkwy - .
Performance Measures
4.1.1 Photographs of installed ZEV infrastructure submitted to DEC Jpeg format when submitting photos is required - .
Task
4.2 Activation and testing of installed infrastructure - .
Performance Measures
4.2.1 Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC. - .
Task
4.3 Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new - .
Performance Measures
4.3.1 Screen shot of DOE map showing new location submitted to the DEC. - .
Objective
5 Signage and Information - .
Task
5.1 Install wayfinding and acknowledgement signage - .
Performance Measures
5.1.1 Photographs of installed wayfinding, acknowledgement signage submitted to DEC. Acknowledgement statement is detailed in objective 1 task 1 - .
Objective
6 Data Collection - .
Task
6.1 Grant rights to OrgID ORG27201- New York State Department of Environmental Conservation on the ChargePoint dashboard and select ¿Detailed Usage Reporting¿ from the Rights Dropdown List. - .
Performance Measures
6.1.1 Notify DEC that rights have been granted. - .
Objective
7 In-service Agreement - .
Task
7.1 Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time. - .
Performance Measures
7.1.1 Copy of in-service agreement submitted to DEC. - .

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2021 - 09/30/2025
Contract Amount: $49,356.80

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2021 - 09/30/2025	$49,356.80			Y	Y

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.(
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.(
Subtotal	$0.00	$0.00	0%	$0.00	$0.(
2) Non Personal Services					
a) CONTRACTUAL	$36,613.60	$9,153.40	25%	$0.00	$45,767.(
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.(
c) EQUIPMENT	$12,743.20	$3,185.80	25%	$0.00	$15,929.(
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.(
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.(
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.(
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.(
h) OTHER	$0.00	$0.00	0%	$0.00	$0.(
Subtotal	$49,356.80	$12,339.20	25%	$0.00	$61,696.(
Total	$49,356.80	$12,339.20	25%	$0.00	$61,696.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. contractor, TBD, all site work electrical work and install and activation of EVSE, site restoration, stripping etc. GRANT	$28,113.60	$0.00	0%	$0.00	$28,113.6
2. contractor, TDB, all site work , electrical work, install and activation of EVSE, site restoration, stripping, etc. MATCH	$0.00	$9,153.40	100%	$0.00	$9,153.4
3. Electrical engineer to complete site plans and bid docs, and provide construction services	$8,000.00	$0.00	0%	$0.00	$8,000.0
4. Purchase and Installation of wayfinding and acknowledgement sign and 2 Bollards.	$500.00	$0.00	0%	$0.00	$500.0
Total	$36,613.60	$9,153.40	25%	$0.00	$45,767.(

CONTRACTUAL NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. One ChargePoint CT4021-GW1 EV Dual port Charging Station . Includes networking and maintenance plans.	$12,743.20	$3,185.80	25%	$0.00	$15,92
Total	$12,743.20	$3,185.80	25%	$0.00	$15,92

EQUIPMENT NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

The town of Amherst will install a One ChargePoint CT4021-GW1 EV Dual port Charging Station at the Amherst Police Department parking lot. Located at 500 John James Audubon . The EV Station will be available to the public for all 24 hours.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Project Administration - .
Task
1.1 Public Relations - .
Performance Measures
1.1.1 Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. - .
1.1.2 The following statement must be included in all press, web posts, documents, signage, maps, etc.: "This infrastructure has been funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." - .
Task
1.2 Reporting - .
Performance Measures
1.2.1 Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. - .
1.2.2 Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request due within 120 days of the contract end date. - .
1.2.3 MWBE reports filed quarterly in the New York State Contract System at https://ny.newnycontracts.com - .
1.2.4 Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. - .
Objective
2 Purchase equipment and procure electrical engineer and general contractor ensuring compliance with local procurement requirements and MWBE goals. - .
Task
2.1 Compile bid documents and purchase one ChargePoint CT40210GW1 Dual port EV charger and supplies based on municipal procurement policies. - .
Performance Measures
2.1.1 BID documents and purchase orders submitted to DEC - .
Task
2.2 Draft RFP/prepare BID documents for engineer, including MWBE goals - .
Performance Measures
2.2.1 Submit draft RFP/Bid docs to DEC for review - .
Task
2.3 Release RFP/BID - .
Performance Measures
2.3.1 Copy of final RFP/BID and copies of advertisements placed for RFP through appropriate media, such as local newspaper and professional journals submitted to DEC - .
Task
2.4 Compile all MWBE ¿good faith efforts and provide to mwbe@dec.ny.gov with a cc to the DEC program manager if waiver is requested - .
Performance Measures
2.4.1 copy of e-mail from grantee to DEC MWBE with all good faith effort documentation, if waiver is requested - .
Task
2.5 Select engineer - .
Performance Measures
2.5.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC - .
Task

2.6 Select general contractor - .
Performance Measures
2.6.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC - .
Objective
3 Preparation of site - .
Task
3.1 Complete 15 feet of trenching, striping and signage, bollards, and 24¿ sonotube base. - .
Performance Measures
3.1.1 Photographs of site before, during, and after preparation submitted to DEC. - .
Objective
4 Installation and activation of Zero Emission Vehicle (ZEV) infrastructure - .
Task
4.1 llation of one ChargePoint CT4021-GW1 dual port EV charging station - .
Performance Measures
4.1.1 Photographs of installed ZEV infrastructure submitted to DEC - .
Task
4.2 Activation and testing of installed infrastructure - .
Performance Measures
4.2.1 Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC. - .
Task
4.3 Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new - .
Performance Measures
4.3.1 Screen shot of DOE map showing new location submitted to the DEC. - .
Objective
5 Signage and Information - .
Task
5.1 Install wayfinding and acknowledgement signage - .
Performance Measures
5.1.1 Photographs of installed wayfinding, acknowledgement signage submitted to DEC. Acknowledgement statement is detailed in objective 1 task 1 - .
Objective
6 Data Collection - .
Task
6.1 Grant rights to OrgID ORG27201- New York State Department of Environmental Conservation and select ¿Detailed Usage Reporting¿ from the Rights Dropdown List. - .
Performance Measures
6.1.1 Notify DEC that rights have been granted. - .
Objective
7 In-service Agreement - .
Task
7.1 Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time. - .
Performance Measures
7.1.1 Copy of in-service agreement submitted to DEC. - .

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2021 - 09/30/2025
Contract Amount: $58,524.80

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2021 - 09/30/2025	$58,524.80			Y	Y

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$45,781.60	$11,445.40	25%	$0.00	$57,227.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$12,743.20	$3,185.80	25%	$0.00	$15,929.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$58,524.80	$14,631.20	25%	$0.00	$73,156.00
Total	$58,524.80	$14,631.20	25%	$0.00	$73,156.00

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. contractor, TBD, all site work electrical work and install and activation of EVSE, site restoration, stripping etc.	$37,281.60	$11,445.40	31%	$0.00	$48,72
2. Electrical engineer to complete site plans and bid docs, and provide construction services	$8,000.00	$0.00	0%	$0.00	$8,00
3. Purchase and Installation of wayfinding and acknowledgement sign and 2 Bollards.	$500.00	$0.00	0%	$0.00	$50
Total	$45,781.60	$11,445.40	25%	$0.00	$57,2

CONTRACTUAL NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. One ChargePoint CT4021-GW1 with level 2 charging ports. Includes networking and maintenance plans	$12,743.20	$3,185.80	25%	$0.00	$15,929.0
Total	$12,743.20	$3,185.80	25%	$0.00	$15,929.0

EQUIPMENT NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

The Town of Amherst install a One Charge Point CT40210GW1 2-port EV charger at the Amherst Senior Center parking lot , located at 370 John James Audubon. The EV Station will be available to the public for all 24 hours, seven days a week.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Project Administration - .
Task
1.1 Public Relations - .
Performance Measures
1.1.1 Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. - .
1.1.2 The following statement must be included in all press, web posts, documents, signage, maps, etc.: "This infrastructure has been funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." - .
Task
1.2 Reporting - .
Performance Measures
1.2.1 Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. - .
1.2.2 Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request due within 120 days of the contract end date. - .
1.2.3 MWBE reports filed quarterly in the New York State Contract System at https://ny.newnycontracts.com - .
1.2.4 Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. - .
Objective
2 Purchase equipment and procure general contractor and electrical engineer ensuring compliance with local procurement requirements and MWBE goals. - .
Task
2.1 Compile bid documents and purchase ChargePoint CT40210GW1 Dual port EV - .
Performance Measures
2.1.1 Bid documents and purchase orders submitted to DEC - .
Task
2.2 Draft RFP/prepare BID documents for electrical engineer and contractor, including MWBE goals - .
Performance Measures
2.2.1 Submit draft RFP/Bid docs to DEC for review - .
Task
2.3 Release each RFP/BID - .
Performance Measures
2.3.1 Copy of final RFP/BID and copies of advertisements placed for RFP through appropriate media, such as local newspaper and professional journals submitted to DEC - .
Task
2.4 Compile all MWBE ¿good faith efforts and provide to mwbe@dec.ny.gov with a cc to the DEC program manager if waiver is requested - .
Performance Measures
2.4.1 copy of e-mail from grantee to DEC MWBE with all good faith effort documentation, if waiver is requested - .
Task
2.5 Select engineer - .
Performance Measures
2.5.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC - .
Task
2.6 Select general contractor - .

Performance Measures
2.6.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC - .
Objective
3 Preparation of site - .
Task
3.1 Complete 165 feet of trenching, replace two (2) curbs, sidewalk blocks, restore blacktop, installation of two (2) bollards, striping and signage, and a 24¿ sonotube base. - .
Performance Measures
3.1.1 Photographs of site before, during, and after preparation submitted to DEC. - .
Objective
4 Installation and activation of Zero Emission Vehicle (ZEV) infrastructure - .
Task
4.1 Installation of One ChargePoint CT40210GW1 Dual port EV - .
Performance Measures
4.1.1 Photographs of installed ZEV infrastructure submitted to DEC - .
Task
4.2 Activation and testing of installed infrastructure - .
Performance Measures
4.2.1 Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC. - .
Task
4.3 Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new - .
Performance Measures
4.3.1 Screen shot of DOE map showing new location submitted to the DEC. - .
Objective
5 Signage and Information - .
Task
5.1 Install wayfinding and acknowledgement signage - .
Performance Measures
5.1.1 Photographs of installed wayfinding, acknowledgement signage submitted to DEC. Acknowledgement statement is detailed in objective 1 task 1 - .
Objective
6 Data Collection - .
Task
6.1 Grant rights to OrgID ORG27201- New York State Department of Environmental Conservation and select ¿Detailed Usage Reporting¿ from the Rights Dropdown List. - .
Performance Measures
6.1.1 Notify DEC that rights have been granted. - .
Objective
7 In-service Agreement - .
Task
7.1 Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time. - .
Performance Measures
7.1.1 Copy of in-service agreement submitted to DEC. - .

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2021 - 09/30/2025
Contract Amount: $44,206.40

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2021 - 09/30/2025	$44,206.40			Y	Y

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.(
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.(
Subtotal	$0.00	$0.00	0%	$0.00	$0.(
2) Non Personal Services					
a) CONTRACTUAL	$31,463.20	$7,865.80	25%	$0.00	$39,329.(
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.(
c) EQUIPMENT	$12,743.20	$3,185.80	25%	$0.00	$15,929.(
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.(
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.(
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.(
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.(
h) OTHER	$0.00	$0.00	0%	$0.00	$0.(
Subtotal	$44,206.40	$11,051.60	25%	$0.00	$55,258.(
Total	$44,206.40	$11,051.60	25%	$0.00	$55,258.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. contractor, TBD, all site work electrical work and install and activation of EVSE, site restoration, stripping etc. GRANT	$22,963.20	$0.00	0%	$0.00	$22,963.2
2. contractor, TDB, all site work , electrical work, install and activation of EVSE, site restoration, stripping, etc. MATCH	$0.00	$7,865.80	100%	$0.00	$7,865.8
3. Electrical engineer to complete site plans and bid docs, and provide construction services	$8,000.00	$0.00	0%	$0.00	$8,000.0
4. Purchase and Installation of wayfinding and acknowledgement sign and 2 Bollards.	$500.00	$0.00	0%	$0.00	$500.0
Total	$31,463.20	$7,865.80	25%	$0.00	$39,329.0

CONTRACTUAL NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. One ChargePoint CT4021-GW1 EV Charging Station	$12,743.20	$3,185.80	25%	$0.00	$15,92
Total	$12,743.20	$3,185.80	25%	$0.00	$15,92

EQUIPMENT NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

The Town of Amherst install a 2-port ChargePoint CT4021-GW1 2-port charging station at the North Amherst Recreational Facility municipal parking lot, located at 4415 Millersport Highway. The EV Station will be available to the public for all 24 hours, seven days a week

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Project Administration - .
Task
1.1 Public Relations - .
Performance Measures
1.1.1 Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. - .
1.1.2 The following statement must be included in all press, web posts, documents, signage, maps, etc.: "This infrastructure has been funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." - .
Task
1.2 Reporting - .
Performance Measures
1.2.1 Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. - .
1.2.2 Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request due within 120 days of the contract end date. - .
1.2.3 Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. - .
1.2.4 MWBE reports filed quarterly in the New York contract system at https://ny.newnycontracts.com - .
Objective
2 Purchase equipment and procure electrical engineer and contractor - town will bid out work ensuring compliance with local procurement requirements and MWBE goals, if necessary. - .
Task
2.1 Compile bid documents and purchase one ChargePoint C40210GW1 Dual Port EV Charger and supplies based on municipal procurement policies. - .
Performance Measures
2.1.1 BID documents and purchase orders submitted to DEC - .
Task
2.2 Draft RFP/prepare BID documents for electrical engineer and contractor, including MWBE goals - .
Performance Measures
2.2.1 Submit draft RFP/Bid docs to DEC for review - .
Task
2.3 Release RFP/BID - .
Performance Measures
2.3.1 Copy of final RFP/BID and copies of advertisements placed for RFP through appropriate media, such as local newspaper and professional journals submitted to DEC - .
Task
2.4 Compile all MWBE ¿good faith efforts and provide to mwbe@dec.ny.gov with a cc to the DEC program manager if waiver is requested - .
Performance Measures
2.4.1 copy of e-mail from grantee to DEC MWBE with all good faith effort documentation, if waiver is requested - .
Task
2.5 Select engineer - .
Performance Measures
2.5.1 List of applicants, intent to hire letter, copy of executed contract - .
Task
2.6 Select general contractor - .

Performance Measures
2.6.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC - .
Objective
3 Preparation of site - .
Task
3.1 Preparation of site Complete 130 feet of trenching, restoration, bollards, 24¿ sonotube base, and striping and signage. - .
Performance Measures
3.1.1 Photographs of site before, during, and after preparation submitted to DEC. - .
Objective
4 Installation and activation of Zero Emission Vehicle (ZEV) infrastructure - .
Task
4.1 Installation of One ChargePoint CT 4021 GW1 dual port charging station - .
Performance Measures
4.1.1 Photographs of installed ZEV infrastructure submitted to DEC. - .
Task
4.2 Activation and testing of installed infrastructure - .
Performance Measures
4.2.1 Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC. - .
Task
4.3 Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new - .
Performance Measures
4.3.1 Screen shot of DOE map showing new location submitted to the DEC. - .
Objective
5 Signage and Information - .
Task
5.1 Install wayfinding and acknowledgement signage - .
Performance Measures
5.1.1 - Photographs of installed wayfinding, acknowledgement signage submitted to DEC. Acknowledgement statement is detailed in objective 1 task 1 - .
Objective
6 Data Collection - .
Task
6.1 Grant rights to OrgID ORG27201- New York State Department of Environmental Conservation and select ¿Detailed Usage Reporting¿ from the Rights Dropdown List. - .
Performance Measures
6.1.1 Notify DEC that rights have been granted. - .
Objective
7 In-service Agreement - .
Task
7.1 Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time. - .
Performance Measures
7.1.1 Copy of in-service agreement submitted to DEC. - .

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2021 - 09/30/2025
Contract Amount: $61,716.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2021 - 09/30/2025	$61,716.00			Y	Y

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$0.00	0%	$0.00	$0.00
2) Non Personal Services					
a) CONTRACTUAL	$48,972.80	$12,243.20	25%	$0.00	$61,216.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$12,743.20	$3,185.80	25%	$0.00	$15,929.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$61,716.00	$15,429.00	25%	$0.00	$77,145.00
Total	$61,716.00	$15,429.00	25%	$0.00	$77,145.00

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. contractor, TBD, all site work electrical work and install and activation of EVSE, site restoration, stripping etc.	$40,472.80	$12,243.20	30%	$0.00	$52,71
2. Electrical engineer to complete site plans and bid docs, and provide construction services	$8,000.00	$0.00	0%	$0.00	$8,00
3. ng and acknowledgement sign and 2 Bollards	$500.00	$0.00	0%	$0.00	$50
Total	$48,972.80	$12,243.20	25%	$0.00	$61,21

CONTRACTUAL NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. One chargepoint CT4021-GW1 with level 2 charging ports. Includes networking and maintenance plans	$12,743.20	$3,185.80	25%	$0.00	$15,929.(
Total	$12,743.20	$3,185.80	25%	$0.00	$15,929.

EQUIPMENT NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

Town of Amherst will install a 2-port EV Station at the Ellicott Creek Trailhead parking lot, located at 1398 N Forest Road. The EV Station will be available to the public for all 24 hours, seven days a week.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Project Administration - .
Task
1.1 Public Relations - .
Performance Measures
1.1.1 Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. - .
1.1.2 The following statement must be included in all press, web posts, documents, signage, maps, etc.: "This infrastructure has been funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." - .
Task
1.2 Reporting - .
Performance Measures
1.2.1 Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. - .
1.2.2 Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request due within 120 days of the contract end date. - .
1.2.3 MWBE reports filed quarterly in the New York State Contracting System at https://ny.newnycontracts.com - .
1.2.4 Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. - .
Objective
2 Purchase equipment and procure Make Ready Contractor and Engineering consultant ensuring compliance with local procurement requirements and MWBE goals. - .
Task
2.1 Compile bid documents and purchase one Chargepoint CT40210GW1 Dual Port EV Charger and supplies based on municipal procurement policies. - .
Performance Measures
2.1.1 Bid documents and purchase orders submitted to DEC - .
Task
2.2 Draft RFP/prepare BID documents for electrical engineer and contractor, including MWBE goals - .
Performance Measures
2.2.1 Submit draft RFP/Bid docs to DEC for review - .
Task
2.3 Release each RFP/BID - .
Performance Measures
2.3.1 Copy of final RFP/BID and copies of advertisements placed for RFP through appropriate media, such as local newspaper and professional journals submitted to DEC - .
Task
2.4 Compile all MWBE ¿good faith efforts and provide to mwbe@dec.ny.gov with a cc to the DEC program manager if waiver is requested - .
Performance Measures
2.4.1 copy of e-mail from grantee to DEC MWBE with all good faith effort documentation, if waiver is requested - .
Task
2.5 Select engineer - .
Performance Measures
2.5.1 List of applicants, intent to hire letter, copy of executed contract - .
Task

2.6 Select general contractor - .
Performance Measures
2.6.1 List of applicants, intent to hire letter, copy of executed contract, - .
Objective
3 Preparation of site - .
Task
3.1 Preparation of site Complete 50 feet of trenching, sidewalk replacement, bollards, 24¿ Sono tube base, and striping and signage. - .
Performance Measures
3.1.1 Photographs of site before, during, and after preparation submitted to DEC. - .
Objective
4 Installation and activation of Zero Emission Vehicle (ZEV) infrastructure - .
Task
4.1 Installation One ChargePoint CT 4021-GW1 Dual port charging station - .
Performance Measures
4.1.1 Photographs of installed ZEV infrastructure submitted to DEC - .
Task
4.2 Activation and testing of installed infrastructure - .
Performance Measures
4.2.1 Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC. - .
Task
4.3 Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new - .
Performance Measures
4.3.1 Screen shot of DOE map showing new location submitted to the DEC. - .
Objective
5 Signage and Information - .
Task
5.1 Install wayfinding and acknowledgement signage - .
Performance Measures
5.1.1 Photographs of installed wayfinding, acknowledgement signage submitted to DEC. Acknowledgement statement is detailed in objective 1 task 1 - .
Objective
6 Data Collection - .
Task
6.1 Grant rights to OrgID ORG27201- New York State Department of Environmental Conservation and select ¿Detailed Usage Reporting¿ from the Rights Dropdown List. - .
Performance Measures
6.1.1 Notify DEC that rights have been granted. - .
Objective
7 In-service Agreement - .
Task
7.1 Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time. - .
Performance Measures
7.1.1 Copy of in-service agreement submitted to DEC. - .

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 10/01/2021 - 09/30/2025
Contract Amount: $107,228.80

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2021 - 09/30/2025	$107,228.80			Y	Y

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$0.00	0%	$0.00	$0.(
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.(
Subtotal	$0.00	$0.00	0%	$0.00	$0.(
2) Non Personal Services					
a) CONTRACTUAL	$40,570.40	$10,142.60	25%	$0.00	$50,713.(
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.(
c) EQUIPMENT	$66,658.40	$16,664.60	25%	$0.00	$83,323.(
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.(
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.(
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.(
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.(
h) OTHER	$0.00	$0.00	0%	$0.00	$0.(
Subtotal	$107,228.80	$26,807.20	25%	$0.00	$134,036.(
Total	$107,228.80	$26,807.20	25%	$0.00	$134,036.

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. contractor, TBD, all site work electrical work and install and activation of EVSE, site restoration, stripping ect. GRANT	$32,070.40	$10,142.60	32%	$0.00	$42,213.0
2. Electrical engineer to complete site plans and bid docs, and provide construction services	$8,000.00	$0.00	0%	$0.00	$8,000.0
3. Purchase and Installation of wayfinding and acknowledgement sign and 2 Bollards	$500.00	$0.00	0%	$0.00	$500.0
Total	$40,570.40	$10,142.60	25%	$0.00	$50,713.(

CONTRACTUAL NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. One (1) ChargePoint Express 250 Charging Station includes networking and maintenance plans	$66,658.40	$16,664.60	25%	$0.00	$83,32
Total	$66,658.40	$16,664.60	25%	$0.00	$83,32

EQUIPMENT NARRATIVE

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: ZEVIN 2022
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2021
To: 09/30/2025

Amherst will install a 2-port ChargePoint Express 250 Charging Station at the Northtown Center at Amherst municipal parking lot, located at 1651 Amherst Drive. . The Fast Charge EV Station will be available to the public for all 24 hours, seven days a week

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Project Administration - .
Task
1.1 Public Relations - .
Performance Measures
1.1.1 Notify DEC of any press events, releases, or groundbreaking ceremonies at least 1 month before the event. - .
1.1.2 The following statement must be included in all press, web posts, documents, signage, maps, etc.: "This infrastructure has been funded in part by Title 15 of the Environmental Protection Fund through the NYS Department of Environmental Conservation." - .
Task
1.2 Reporting - .
Performance Measures
1.2.1 Quarterly progress reports submitted to DEC within 30 days of the close of the quarter. - .
1.2.2 Reimbursement requests submitted as needed, but only at the end of a quarter. Final reimbursement request due within 120 days of the contract end date. - .
1.2.3 MWBE reports filed quarterly in the New York State Contract System at https://ny.newnycontracts.com - .
1.2.4 Final project summary report and all deliverables submitted to DEC within 60 days of the contract end date. - .
Objective
2 Purchase equipment and procure general contractor and electrical engineer ensuring compliance with local procurement requirements and MWBE goals. - .
Task
2.1 Compile bid documents and purchase ChargePoint Express 250 Charging Station and supplies based on municipal procurement policies. - .
Performance Measures
2.1.1 Bid documents and purchase orders submitted to DEC - .
Task
2.2 Draft RFP/prepare BID documents for electrical engineer and contractor, including MWBE goals - .
Performance Measures
2.2.1 Submit draft RFP/Bid docs to DEC for review - .
Task
2.3 Release RFP/BID - .
Performance Measures
2.3.1 Copy of final RFP/BID and copies of advertisements placed for RFP through appropriate media, such as local newspaper and professional journals submitted to DEC - .
Task
2.4 Compile all MWBE ¿good faith efforts and provide to mwbe@dec.ny.gov with a cc to the DEC program manager if waiver is requested - .
Performance Measures
2.4.1 copy of e-mail from grantee to DEC MWBE with all good faith effort documentation, if waiver is requested - .
Task
2.5 Select engineer - .
Performance Measures
2.5.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC - .
Task

2.6 Select General contractor - .
Performance Measures
2.6.1 List of applicants, intent to hire letter, copy of executed contract submitted to DEC - .
Objective
3 Preparation of site - .
Task
3.1 Complete 75 feet of trenching, sidewalk restoration, sidewalk relocation, bollards, 24¿ sonotube base, and striping and signage. - .
Performance Measures
3.1.1 Photographs of site before, during, and after preparation submitted to DEC. - .
Objective
4 Installation and activation of Zero Emission Vehicle (ZEV) infrastructure - .
Task
4.1 Installation of one dual port ChargePoint Express 250 Charging Station - .
Performance Measures
4.1.1 Photographs of installed ZEV infrastructure submitted to DEC - .
Task
4.2 Activation and testing of installed infrastructure - .
Performance Measures
4.2.1 Verification that infrastructure is operational, such as a screenshot of the verification page, submitted to DEC. - .
Task
4.3 Add the ZEV infrastructure location with Department of Energy Alternative Fueling Station Locator Map at https://afdc.energy.gov/stations/#/station/new - .
Performance Measures
4.3.1 Screen shot of DOE map showing new location submitted to the DEC. - .
Objective
5 Signage and Information - .
Task
5.1 Install wayfinding and acknowledgement signage - .
Performance Measures
5.1.1 Photographs of installed wayfinding, acknowledgement signage submitted to DEC. Acknowledgement statement is detailed in objective 1 task 1 - .
Objective
6 Data Collection - .
Task
6.1 Grant rights to OrgID ORG27201- New York State Department of Environmental Conservation and select ¿Detailed Usage Reporting¿ from the Rights Dropdown List. - .
Performance Measures
6.1.1 Notify DEC that rights have been granted. - .
Objective
7 In-service Agreement - .
Task
7.1 Municipality will obtain a minimum ten-year in-service agreement for EVSE infrastructure guaranteeing the equipment will be functional at least 80 percent of the time. - .
Performance Measures
7.1.1 Copy of in-service agreement submitted to DEC. - .

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

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

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

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

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

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

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

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

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

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

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

B. Advance Payments and Claiming Requirements:

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

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

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

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

Schedule A: Claiming Requirement

Period 1: 10/01/2021 - 09/30/2025			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
1	Quarterly Reimbursement	10/01/2021 - 12/31/2021	01/30/2022
2	Quarterly Reimbursement	01/01/2022 - 03/31/2022	04/30/2022
3	Quarterly Reimbursement	04/01/2022 - 06/30/2022	07/30/2022
4	Quarterly Reimbursement	07/01/2022 - 09/30/2022	10/30/2022
5	Quarterly Reimbursement	10/01/2022 - 12/31/2022	01/30/2023
6	Quarterly Reimbursement	01/01/2023 - 03/31/2023	04/30/2023
7	Quarterly Reimbursement	04/01/2023 - 06/30/2023	07/30/2023
8	Quarterly Reimbursement	07/01/2023 - 09/30/2023	10/30/2023
9	Quarterly Reimbursement	10/01/2023 - 12/31/2023	01/30/2024
10	Quarterly Reimbursement	01/01/2024 - 03/31/2024	04/30/2024
11	Quarterly Reimbursement	04/01/2024 - 06/30/2024	07/30/2024
12	Quarterly Reimbursement	07/01/2024 - 09/30/2024	10/30/2024
13	Quarterly Reimbursement	10/01/2024 - 12/31/2024	01/30/2025
14	Quarterly Reimbursement	01/01/2025 - 03/31/2025	04/30/2025
15	Quarterly Reimbursement	04/01/2025 - 06/30/2025	07/30/2025
16	Quarterly Reimbursement	07/01/2025 - 09/30/2025	10/30/2025

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

   - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

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

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

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

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

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

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

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

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

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

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

Schedule B: Progress Reporting Requirements

Period 1: 10/01/2021 – 09/30/2025			
Progress Report	**Report Type**	**Report Period**	**Due Date**
1	Progress Report	10/01/2021 - 12/31/2021	01/30/2022
2	Progress Report	01/01/2022 - 03/31/2022	04/30/2022
3	Progress Report	04/01/2022 - 06/30/2022	07/30/2022
4	Progress Report	07/01/2022 - 09/30/2022	10/30/2022
5	Progress Report	10/01/2022 - 12/31/2022	01/30/2023
6	Progress Report	01/01/2023 - 03/31/2023	04/30/2023
7	Progress Report	04/01/2023 - 06/30/2023	07/30/2023
8	Progress Report	07/01/2023 - 09/30/2023	10/30/2023
9	Progress Report	10/01/2023 - 12/31/2023	01/30/2024
10	Progress Report	01/01/2024 - 03/31/2024	04/30/2024
11	Progress Report	04/01/2024 - 06/30/2024	07/30/2024
12	Progress Report	07/01/2024 - 09/30/2024	10/30/2024
13	Progress Report	10/01/2024 - 12/31/2024	01/30/2025
14	Progress Report	01/01/2025 - 03/31/2025	04/30/2025
15	Progress Report	04/01/2025 - 06/30/2025	07/30/2025
16	Progress Report	07/01/2025 - 09/30/2025	10/30/2025
17	Final Report	10/01/2021 - 09/30/2025	11/29/2025

E. Special Payment and Reporting Provisions:

Period 1:

Attachment: ZEV Infrastructure Grant Program (RES-2025-916 : Municipal Zero Emissions Vehicle (ZEV) Infrastructure Grant Program to Install

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31052 **RESOLUTION 2025-917** **ADOPTED**

Senior Engineer Assistant/Engineering Department

Please appoint a Senior Engineer Assistant to the Engineering Department. Provisional, pending satisfactory completion of a Civil Service Examination. Effective November 17, at an annual salary of $59,957, Grade 15, Step B for Carmine Ferri.

Please authorize a six (6) month residency waiver.

Replacing an employee who resigned.

10/27/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31058 **RESOLUTION 2025-918** **ADOPTED**

Recreation Attendant - PT/Youth & Recreation (10 Positions)

Please appoint a Recreation Attendant - PT to the Youth & Recreation Department (10 positions). Effective November 1, 2025, Temporary, $15.50 ph, Step 1 for Autumn Chandler, Georgia Falzone, Sarah Fitzpatrick, Alexa Howland, Tyreek Jacobs, Jasmitha Keesara, Jadd Kotob-Ibrahim, Patrick McKim, Skylar O'Connor and Julia Tufillaro

10/27/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31059 **RESOLUTION 2025-919** **ADOPTED**

Amherst Employees' Association, Inc. - Collective Bargaining Agreement 2025-2029

Please adopt a Resolution authorizing the Supervisor to sign the Collective Bargaining Agreement between the Town of Amherst and the Amherst Employees' Association, Inc., for years 2025 through 2029.

The Amherst Employees' Association, Inc., has ratified this settlement.

10/27/2025
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31060 **RESOLUTION 2025-920** **ADOPTED**

Amherst Highway Employees Association, Inc. - Collective Bargaining Agreement 2025-2029

Please adopt a Resolution authorizing the Supervisor to sign the Collective Bargaining Agreement between the Town of Amherst and the Amherst Highway Employees Association, Inc., for years 2025 through 2029.

The Amherst Highway Employees Association, Inc., has ratified this settlement.

10/27/2025
Supervisor Kulpa made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31062 **RESOLUTION 2025-921** **ADOPTED**

Laborer/Youth & Recreation

Please appoint a Laborer to the Youth & Recreation Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 28, 2025 at an hourly rate of $18.96, Grade 3, Step A.

Contingent upon completing all pre-employment requirements.

10/27/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31063 **RESOLUTION 2025-922** **ADOPTED**

Senior Maintenance Worker/Facilities Department

Please appoint a Senior Maintenance Worker to the Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 28, 2025 at an hourly rate of $22.88, Grade 5, Step B for Jared Slater.

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

10/27/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31064 **RESOLUTION 2025-923** **ADOPTED**

Senior Maintenance Worker/Facilities Department

Please appoint a Senior Maintenance Worker to the Facilities Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 28, 2025 at an hourly rate of $23.98, Grade 5, Step C for Joseph Howard.

Contingent upon completing all pre-employment requirements.

Replacing an employee who retired.

10/27/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31065 **RESOLUTION 2025-924** **ADOPTED**

Cook/Senior Services

Please appoint a Cook to the Amherst Center or Senior Services. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 28, 2025 at an annual salary of $40,631, Grade 7, Step A for Adam Hambridge.

Contingent upon completing all pre-employment requirements.

Please authorize a six (6) month residency waiver.

Replacing an employee who transferred to another department.

10/27/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 31066 **RESOLUTION 2025-925** **ADOPTED**

Project Manager/Building Department

Please appoint a Project Manager to the Building Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 28, 2025 at an annual salary of $86,070, Grade 18, Step H for Anthony Buccilli.

This is a Permanent appointment for an employee currently serving Provisionally.

Please authorize a six (6) month residency waiver.

10/27/2025
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 30926 **RESOLUTION 2025-926** **ADOPTED**

To Authorize the Adoption of Revisions to the Administrative Plan Governing the Housing Choice Voucher (HCV) Program of the Erie County PHA Consortium

WHEREAS, the Erie County Consortium (the "Consortium"), with the Town of Amherst as lead entity, has designated Belmont Housing Resources for WNY, Inc. ("Belmont") as its Local Administrator (LA) for administration of the Housing Choice Voucher (HCV) Program in accordance with U.S. Department of Housing and Urban Development (HUD) regulations; and

WHEREAS, the Consortium is required to adopt and maintain an Administrative Plan which governs the operation of the HCV Program and which must be amended as necessary to reflect new policies, preferences, and program additions; and

WHEREAS, the Consortium proposes to establish a local preference on its HCV waitlist for households previously assisted under the Emergency Housing Voucher (EHV) program, in order to preserve housing stability and prevent returns to homelessness as EHV funding sunsets; and

WHEREAS, the Consortium further intends to request authorization from HUD to administer Foster Youth to Independence (FYI) Vouchers and, upon award, to amend its Administrative Plan to incorporate FYI vouchers as part of its HCV portfolio; and

WHEREAS, the Consortium and Belmont, as Local Administrator, have also made minor edits and updates to sections of the Administrative Plan to reflect recent HUD guidance and local practice, which do not constitute significant amendments requiring Board approval, but are noted here to ensure transparency and Board awareness; and

WHEREAS, the proposed amendments and preferences have been made available for public comment and a public hearing has been held in accordance with HUD requirements; now therefore

BE IT RESOLVED, that the Town Board hereby approves the amendment to the Administrative Plan establishing a waitlist preference for households previously assisted under the Emergency Housing Voucher (EHV) program; and

BE IT FURTHER RESOLVED, that the Town Board authorizes Belmont, as Local Administrator, to submit a request to HUD to administer Foster Youth to Independence (FYI) vouchers and, if awarded, to incorporate such vouchers into the Consortium's Administrative Plan.

10/27/2025
Consent

FINANCIAL IMPACT:

Adoption of the proposed resolution involves no monetary consideration and will have no impact on the Town Budget or tax rate.

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

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

October 10, 2025

Agenda of October 27, 2025

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Subject: Erie County PHA Consortium
Adoption of Revision to Housing Choice Voucher (HCV) Administrative Plan

Dear Board Members:

The Town of Amherst acts as the lead agengy for the Erie County PHA Consortium and contracts with Belmont Housing Resources for WNY, Inc. (Belmont) to adminster the HCV Program.

Belmont is proposing to amend the Housing Choice Voucher (HCV) Program's Administrative Plan to establish a local preference on its HCV waitlist for households previously assisted under the Emergency Housing Voucher (EHV) program, in order to preserve housing stability and prevent returns to homelessness as EHV funding sunsets. Belmont is also proposing to request authorization from HUD to administer Foster Youth-to-Independence (FYI) Vouchers and, upon award, amend the Administrative Plan to incorporate FYI vouchers as part of its HCV portfolio.

Other minor revisions to the Administrative Plan are also proposed by Belmont at this time, which have been reviewed by Town staff and found to not constitute substantive policy changes, but rather clarify existing policies and procedures already included in the Administrative Plan.

Attached for your consideration is a draft resolution to adopt these revisions to the Administrative Plan. The complete Administrative Plan is available for review in the Planning Department.

Thank you for your consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\PHA\2025\TB letter 9.22.25-admin. changes.docx

Attachment: PHA_TB_letter_10.27.25 (RES-2025-926 : Adoption of Revisions to the PHA HCV Administrative Plan)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31031 **RESOLUTION 2025-927** **ADOPTED**

To Authorize the Supervisor to Execute an Agreement with the Buffalo Urban League for the Provision of Predatory Lending Counseling Services CRS #5871

WHEREAS, the Town, as a recipient of Community Development Block Grant (CDBG) funds, agrees to affirmatively promote fair housing, and

WHEREAS, the Community Development program's required analysis of impediments to fair housing has identified predatory lending practices by sub-prime lenders as a major impediment to fair housing, and

WHEREAS, the Town has budgeted FY 2025 CDBG funds for the provision of predatory lending and foreclosure prevention counseling and legal services, and

WHEREAS, the Buffalo Urban League has provided comprehensive predatory lending counseling and legal services in the Town in prior years, and

WHEREAS, the Community Development staff recommends that the Town renew its contract with the Buffalo Urban League based on the Buffalo Urban League's excellent provision of services, and

WHEREAS, the Buffalo Urban League has submitted a satisfactory project budget and scope of services which provides for a total fee of $8,000; now therefore, be it

RESOLVED, that the Town Board hereby authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into an agreement with the Buffalo Urban League for the provision of predatory lending, housing counseling, and foreclosure prevention services for the period April 1, 2025 through March 31, 2026 at a contracted amount not to exceed $8,000.

10/27/2025
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with Buffalo Urban League have been budgeted in the FY 2025 (N25-36 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:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Amherst

Town of Amherst Planning Department

Erie County, New York

Brian J. Kulpa, Su ;or
Daniel C. Howard, ›
Planning Direc
Daniel J. Ulatowski P
Assistant Planning I or

October 14, 2025

Agenda of October 27, 2025

Honorable Town Board
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Subject: Contract with Buffalo Urban League

Honorable Board Members:

The Town has budgeted FY 2025 Community Development Block Grant (CDBG) funds for funding for predatory lending housing counseling and legal services to further fair housing. The Buffalo Urban League, through its Foreclosure Prevention program, has been the primary provider of such services in Erie County. These services are provided free of charge to income eligible residents of Amherst.

A contract is proposed that provides for quarterly payments to the Buffalo Urban League for a maximum of $8,000 during the contract year to be paid with Community Development funds. The agency has performed satisfactorily under past contracts.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a new contract with the Buffalo Urban League for the provision of counseling and legal advice to town residents about questionable lending practices for the period April 1, 2025 through March 31, 2026.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Buffalo Urban League\FY2025\BUL_TB_letter_10.27.25.docx

Attachment: tb letter-10162025115933 (RES-2025-927 : Contract with the Buffalo Urban League)

AGREEMENT

THIS AGREEMENT, effective the _____ day of _____, 2025 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York, 14221, (hereinafter referred to as the "Town") and the BUFFALO URBAN LEAGUE, INC., hereinafter referred to as B.U.L., a private not-for-profit corporation incorporated under the laws of New York State, with its principal office for the transaction of business located at 15 Genesee, Buffalo, New York 14203.

WHEREAS, the Town, as a recipient of federal funding under the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), certifies that it will affirmatively assist low income, at-risk homeowners avoid predatory lending practices; and

WHEREAS, B.U.L. provides comprehensive foreclosure prevention services and manages a multi-faceted anti-predatory lending project;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst
   (b) "B.U.L." shall mean the Buffalo Urban League, Inc.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -Scope of Services
   (b) Exhibit "B" - 2025 Income Guidelines and Stats Chart

3. B.U.L., for consideration herein provided, shall perform the services as described in Exhibit "A" attached hereto and made a part hereof.

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

4. B.U.L. shall, prior to execution of this Agreement, provide to the Town certificates of insurance evidencing compliance with the provisions of Exhibit "B" attached hereto and incorporated herein. B.U.L. agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by B.U.L. of the terms and conditions of this Agreement.

5. The Town agrees to pay B.U.L. not more than eight thousand dollars ($8,000.00) during the one-year period from April 1, 2025 through March 31, 2026 for the services it provides to Town residents.

6. B.U.L. shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2025 through December 31, 2025 to be submitted no later than January 10, 2026 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by B.U.L. shall not exceed $8,000.00.

7. B.U.L. agrees that it shall keep and maintain accounts and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the Town or by authorized representatives of the federal government, all B.U.L. facilities, books and other financial and statistical data as they relate to this Agreement. The Town and B.U.L. agree to comply with the regulations, policies, and guidelines and requirements of the federal Office of Management and Budget, as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. B.U.L. agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

9. This Agreement shall be valid only to the extent of federal funds made available to the Town for the Community Development program year under Title I of the Housing and Community Development Act of 1974, as amended. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2025 Annual Action Plan as approved by the Amherst Town Board on February 24, 2025.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be considered in effect from April 1, 2025 through March 31, 2026. The Town may agree to extend this Agreement for an additional twelve month period.

12. B.U.L. shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with B.U.L.'s status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to B.U.L. or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to B.U.L., either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that B.U.L. shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) The B.U.L. reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. The B.U.L. further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to B.U.L. upon such termination shall be based upon the value of the services performed by B.U.L up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by B.U.L. in writing, addressed to the Town's Planning Director for subsequent action.

16. B.U.L. agrees to comply with all applicable federal requirements and standards as pertains to audits of subrecipients of federal funds under the federal Community Development Block Grant Program.

17. **Compliance with New York State's Human Rights Law and NYS Labor Law**
The Contractor shall comply with all applicable New York State, and local laws, rules, and regulations prohibiting discrimination, including but not limited to the New York State Human Rights Law (Executive Law, Article 15), and the New York State Labor Law (Chapter 31 of the Consolidated Laws of New York). The Contractor agrees that it shall not unlawfully discriminate against, harass, or retaliate against any employee, applicant, or participant in connection with the performance of this Agreement on the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, sex, disability, military status, predisposing genetic characteristics, familial status, marital status, domestic violence victim status, or any other classification protected by law.

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

18. "**Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75 (e).

19. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

B.U.L. shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. B.U.L. shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

20. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

21. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of the B.U.L. or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The B.U.L. shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

22. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

23. **Nondiscrimination in Housing.**

The B.U.L. shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

24. **Hatch Act**

The B.U.L. agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

25. **Conflict of Interest**

The B.U.L. agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

26. **Funding Source Recognition**

The B.U.L. shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

27. **Lobbying & Religious Activities**

By signing this Agreement, the B.U.L. certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, the B.U.L. agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

28. **Compliance**

The obligation of the B.U.L. to comply with the provisions of paragraph 17 through paragraph 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by the B.U.L.

The B.U.L. shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through paragraph 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

THE BUFFALO URBAN LEAGUE, INC. 2025 CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date and year first above written.

TOWN OF AMHERST

By:_____

Brian J. Kulpa, Supervisor

THE BUFFALO URBAN LEAGUE

By:_____

Thomas Beauford, Jr, President/C.E.O.

PRIVATE CORPORATION ACKNOWLEDGEMENT

STATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the 30 day of September, in the year Two Thousand Twenty-Five, before me, the undersigned, personally appeared Thomas Beauford, Jr., personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

Beverly R Moore
Notary Public

BEVERLY R. MOORE
Notary Public, State of New York
Registration No. 4732819
Qualified in Erie County
My commission expires
3-14-27

MUNICIPAL ACKNOWLEDGEMENT

S TATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the_____day of _____, in the year Two Thousand Twenty-Five, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

EXHIBIT "A"
SCOPE OF SERVICES & REPORTING REQUIREMENTS

The B.U.L. will provide comprehensive services for victims of predatory lending, mortgage scams or imminent foreclosure living within the Town of Amherst as well as others who may encounter predatory lending while seeking housing in the Town. These services will include:

1) Foreclosure prevention housing counseling services which will include:
   - One-on-one counseling session(s) with any homeowner in danger of losing his or her home to a foreclosure because of predatory lending activity;
   - Contacting a homeowner's lender to arrange for a forbearance plan, deed-in-lieu of foreclosure, reverse mortgage, re-negotiation of the loan terms, or other means to prevent foreclosure; and
   - Budget counseling.

2) Foreclosure prevention legal assistance services, through the B.U.L. partner legal agencies, which will include:
   - Legally defending a foreclosure action that is the result of predatory lending activities;
   - Where appropriate, initiating litigation when there is evidence of illegal predatory lending terms or activities;
   - Negotiating loan terms with lenders to make unaffordable "predatory" or high-cost loans affordable to borrowers.

3) The B.U.L. will conduct up to three presentations, at the Town's request, on avoiding predatory lending to any Town groups.

4) The B.U.L. will provide foreclosure prevention and anti-predatory lending informational brochures and posters to the Town for distribution.

5) The B.U.L. may, upon request, provide one training session for appropriate Town personnel in anti-predatory lending housing laws.

6) The Town will be mentioned as a sponsor of the B.U.L. anti-predatory lending / foreclosure project on all project brochures, posters, and educational documents and recognized by the B.U.L. as a sponsor in any other way the Town wishes.

7) The B.U.L. will provide quarterly statistical reports to the Town's Planning Department documenting the number of calls to the B.U.L. for assistance from Town of Amherst residents. The identity of the callers will be confidential and not disclosed to the Town. All report documents shall be submitted to the Amherst Planning Department, attention: Susan Fitzpatrick, Community Development Program. The report should include:
   - Address of the property;
   - Alternate identifier of assisted households;

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

- The income category (i.e., extremely low-income (0% to 30% of MFI), low income (31% to 50% of MFI), moderate income (51% to 80% of MFI) or above 80%;
- The head of the household's racial/ethnic group identification.

All funds paid by the Town shall be used by the B.U.L. in a manner consistent with the budget described in Exhibit "A" attached hereto and incorporated herein.

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

EXHIBIT "A" CONTINUED

BUDGET

	A	B	
1	**BUFFALO URBAN LEAGUE, INC.**		
2	**TOWN OF AMHERST**		
3	**BUDGET**		
4	**4/1/25- 3/31/26**		
5			**BUDGET**
6			
7	**REVENUE**	$	8,000.00
8			
9	**SALARY**		
10	Project Manager/Housing Counselor	$	5,400.00
11			
12	**FRINGE BENEFITS**		
13	FICA Expense		410.00
14	NYS Unemployment		243.00
15	Life Ins/ADD, LT Disb, ST Disb		75.00
16	Medical/Vision/Dental Insurance		763.00
17	P&A Administrative Fees		-
18	Workers Compensation		80.00
19	Retirement		81.00
20	**TOTAL FRINGE BENEFITS**	$	1,652.00
21			
22	**TOTAL PERSONNEL**	$	7,052.00
23			
24	**OTP's**		
25	Payroll Processing Fees		50.00
26	Supplies - Office and Training Materials		71.00
27	Supplies-Computer		100.00
28	Postage		
29	Printing		
30	Equipment Lease		
31	Outreach/Public Relations		
32	Budgeted Administrative O/H @10%		727.00
33	**TOTAL OTHER COSTS**	$	948.00
34			
35	**TOTAL PROJECT COST**	$	8,000.00

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

FY 2025 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY2025 median income guidelines below:

Annual Household Income – FY 2025

(Effective June 1, 2025)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 70,700	**$ 56,600**	$ 35,350	$21,250
2	$ 80,800	**$ 64,650**	$ 40,400	$24,250
3	$ 90,900	**$ 72,750**	$ 45,450	$27,300
4	$101,000	**$ 80,800**	$ 50,500	$30,300
5	$109,100	**$ 87,300**	$ 54,550	$32,750
6	$117,200	**$ 93,750**	$ 58,600	$35,150
7	$125,300	**$ 100,200**	$ 62,650	$37,600
8	$133,400	**$ 106,700**	$ 66,700	$40,000

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.				
# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC Y/N	FEMALE HEAD OF HOUSEHOLD Y/N

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

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:

Buffalo Urban League, Inc.
Print Name of Company

By: _____
Thomas Beauford, Jr., President/CEO

Thomas Beauford, Jr., President/CEO
Printed name

Date: 9/30/25

Agreed to and Accepted by:

Town of Amherst
Print Name of Company

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa, Supervisor
Printed name

Date: _____

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

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: Buffalo Urban League

Signature:

Print Name: Thomas Beauford, Jr

Title: President & CEO

Date: 9/30/25

Sworn To Before Me This

30 Day of September, 2025

Notary Public

BEVERLY R. MOORE
Notary Public, State of New York
Registration No. 4703819
Qualified in Erie County
My commission expires 3-14-27

Revised 4.2017

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

NEW YORK STATE Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only)
BUFFALO URBAN LEAGUE, INC.

15 GENESEE STREET
BUFFALO, NY 14203

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
716-250-2445

1c. Federal Employer Identification Number of Insured or Social Security Number
160743940

2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL740364

3c. Policy effective period
04/01/2025 to 03/31/2027

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 10/8/2025 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 Wade Harrison, President

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_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

BUFFURB-03

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/17/2025

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 POLIC
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
Walsh Duffield Companies, Inc.
801 Main St.
Buffalo, NY 14203

CONTACT NAME: Ashley M. Kotar
PHONE (A/C, No, Ext): (716) 362-7374 FAX (A/C, No):
E-MAIL ADDRESS: akotar@walshduffield.com

INSURER(S) AFFORDING COVERAGE NAI
INSURER A : Philadelphia Indemnity Ins Co 18058
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
Buffalo Urban League Inc.
15 East Genesee Street
Buffalo, NY 14203

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

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
CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TER
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		PHPK2566995-021	6/15/2025	6/15/2026	EACH OCCURRENCE $	1,0
	X MOLESTATION $1,000,0						DAMAGE TO RENTED PREMISES (Ea occurrence) $	1
							MED EXP (Any one person) $	
							PERSONAL & ADV INJURY $	1,0
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	3,0
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	3,0
	OTHER:						$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,0
	ANY AUTO			PHPK2566995-021	6/15/2025	6/15/2026	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $	1,0
	EXCESS LIAB CLAIMS-MADE			PHUB868510-021	6/15/2025	6/15/2026	AGGREGATE $	
	DED X RETENTION $ 10,000						Aggregate $	1,0
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A (Mandatory in NH)						E.L. EACH ACCIDENT $	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	
							E.L. DISEASE - POLICY LIMIT $	
A	Professional Liabili			PHPK2566995-021	6/15/2025	6/15/2026	Each Incident	1,0
A	Professional Liabili			PHPK2566995-021	6/15/2025	6/15/2026	Aggregate	1,0

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is listed as additional insured for General liability if required by written signed contract. (PI- GLD-HS NY10/11)

CERTIFICATE HOLDER

Town Of Amherst
5583 Main Street
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
Edward F. Walsh Jr.

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

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NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)

SCAN TO VALIDATE
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ 160743940
WALSH DUFFIELD COMPANIES, INC
726 EXCHANGE STREET
SUITE 200
BUFFALO NY 14210

POLICYHOLDER	CERTIFICATE HOLDER
BUFFALO URBAN LEAGUE INC 15 GENESEE ST BUFFALO NY 14203	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2418 513-4	490024	06/01/2025 TO 06/01/2026	10/1/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2418 513-4, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

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

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: 87515278

U-26.3

Attachment: Signed_Contract_10.10.25 (RES-2025-927 : Contract with the Buffalo Urban League)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31050 **RESOLUTION 2025-928** **ADOPTED**

To Authorize the Town Supervisor to Enter into a Contract for Fair Housing Counseling Services with Housing Opportunities Made Equal (HOME) CRS #5890

WHEREAS**,** as a recipient of Community Development Block Grant and HOME Investment Partnership funds the Town certifies that it will affirmatively further fair housing; and

WHEREAS**,** the Town has programmed Community Development Block Grant funds for fair housing counseling services; and

WHEREAS, Community Development staff recommends that the Town renew its contract with Housing Opportunities Made Equal based on the excellent provision of services they provide, and now therefore, be it

RESOLVED**,** that the Town Board authorizes the Supervisor, subject to the satisfactory completion of the contract routing process, to sign a contract with Housing Opportunities Made Equal for an amount not to exceed $10,500 for services to Town residents during the period April 1, 2025 through March 31, 2026.

10/27/2025
Consent

FINANCIAL IMPACT:

The funds necessary to contract for services with HOME have been budgeted in the FY 2025 (N25-34 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:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Amherst

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

Brian J. Kulpa, Sup or
Daniel C. Howard, P
Planning Direc
Daniel J. Ulatowski P
Assistant Planning I or

October 14, 2025

Agenda of October 27, 2025

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

Subject: Contract with Housing Opportunities Made Equal (HOME)

Honorable Members:

The 2025 Community Development budget includes an allocation for fair housing counseling services. Advocacy services are provided free of charge to residents who feel they have been the victims of housing discrimination.

A contract is proposed that provides for quarterly payments to HOME for a maximum of $10,500.00 during the contract year with Community Development funds. The agency has performed satisfactorily under past contracts.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with HOME for the period April 1, 2025 through March 31, 2026. Adequate funds are available in the CDBG budget to cover the maximum $10,500.00 cost of the proposed contract.

Thank you.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Attachment: signed tb letter-1021202509261 1 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

A G R E E M E N T

THIS AGREEMENT, entered into this _____day of_____, 2025, between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York, 14221, (hereinafter referred to as the "Town") and HOUSING OPPORTUNITIES MADE EQUAL, INC., hereinafter referred to as HOME, a private not-for-profit corporation incorporated under the laws of New York State, with its principal office for the transaction of business located at 1542 Main Street, Buffalo, New York 14209, (hereinafter referred to as "HOME").

W I T N E S S E T H

WHEREAS, the Town, as a recipient of federal funding under the Housing and Community Development Act of 1974, as amended, (hereinafter referred to as the "Act"), certifies that it will affirmatively further fair housing; and;

WHEREAS, HOME has provided comprehensive fair housing services in the Buffalo metropolitan area since 1963;

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst
   (b) "HOME" shall mean the Housing Opportunities Made Equal, Inc.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -Scope of Services & Budget

3. HOME, for consideration herein provided, shall perform the services as described in Exhibit "A" attached hereto and made a part hereof.

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

4. HOME shall, prior to execution of this Agreement, provide to the Town, certificates of insurance evidencing compliance with the provisions of the "Addendum to Contract" attached hereto and incorporated herein. HOME agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by HOME of the terms and conditions of this Agreement.

5. The Town agrees to pay HOME not more than ten thousand five hundred dollars ($10,500.00) during the one-year period from April 1, 2025 through March 31, 2026 for the services it provides to Town residents.

6. HOME shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2025 through December 31, 2025 to be submitted no later than January 10, 2026 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by HOME shall not exceed $**10,500.00**.

7. HOME agrees that it shall keep and maintain separate books of accounts and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the Town or by authorized representatives of the federal government, all HOME facilities, books and other financial and statistical data as they relate to this Agreement. The Town and HOME agree to comply with the regulations, policies, and guidelines and requirements of the federal Office of Management and Budget, as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. HOME agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

9. This Agreement shall be valid only to the extent of federal funds made available to the Town for the 2018 Community Development program year under Title I of the Housing and Community Development Act of 1974, as amended. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2025 Annual Action Plan as approved by the Amherst Town Board on February 24, 2025.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be considered in effect from April 1, 2025 through March 31, 2026. The Town may agree to extend this Agreement for an additional twelve-month period.

12. HOME shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with HOME's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to HOME or its employees.

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to HOME either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that HOME shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) HOME reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. HOME further reserves the right to terminate this Agreement

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to HOME upon such termination shall be based upon the value of the services performed by HOME up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by HOME in writing, addressed to the Town's Planning Director for subsequent action.

16. HOME agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Compliance with New York State's Human Rights Law and NYS Labor Law** The Contractor shall comply with all applicable New York State, and local laws, rules, and regulations prohibiting discrimination, including but not limited to the New York State Human Rights Law (Executive Law, Article 15), and the New York State Labor Law (Chapter 31 of the Consolidated Laws of New York). The Contractor agrees that it shall not unlawfully discriminate against, harass, or retaliate against any employee, applicant, or participant in connection with the performance of this Agreement on the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, sex, disability, military status, predisposing genetic characteristics, familial status, marital status, domestic violence victim status, or any other classification protected by law.

18. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 75. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CDR Part 75, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 75.

19. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

HOME shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. HOME shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

20. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

21. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of HOME or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. HOME shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

22. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

23. **Nondiscrimination in Housing.**

HOME shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

24. **Hatch Act**

HOME agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

25. **Conflict of Interest**

HOME agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

26. **Funding Source Recognition**

HOME shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

27. **Lobbying & Religious Activities**

By signing this Agreement, HOME certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

influence an officer or employee of any state, local or federal agency or elected office. In addition, HOME agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

28. **Compliance**

The obligation of HOME to comply with the provisions of paragraph 17 through paragraph 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by HOME. HOME shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through paragraph 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

HOUSING OPPORTUNITIES MADE EQUAL, INC. 2025 CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the date and year first above written.

HOUSING OPPORTUNITIES MADE EQUAL

By: DeAnna Eason
DeAnna Eason, Executive Director

DeAnna Eason, Executive Director
Printed name & title

10/20/2025
Date

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa, Supervisor
Printed name & title

_____
Date

HOUSING OPPORTUNITIES MADE EQUAL ACKNOWLEDGEMENT

S TATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the 20th day of October, in the year Two Thousand Twenty-Five, before me, the undersigned, personally appeared DeAnna Eason, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he/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.

Daniel J. Corbitt
Notary Public

DANIEL J. CORBITT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CO0011915
Qualified in Erie County
Commission Expires August 14, 2027

MUNICIPAL CORPORATION ACKNOWLEDGEMENT

S TATE OF NEW YORK)
COUNTY OF ERIE) ss.

On the_____day of _____, in the year Two Thousand Twenty-Five, before me, the undersigned, personally appeared Brian J. Kulpa, personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he/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.

_____
Notary Public

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

EXHIBIT "A"

SCOPE OF SERVICES
4/1/2025-3/31/2026

(1) Provide comprehensive services for victims of housing discrimination within the Town of Amherst as well as for residents who may encounter discrimination while seeking housing elsewhere. Those services will include: recording and investigation of reported incidents of discrimination; paralegal counseling for victims; client advocacy to conciliate validated complaints; preparation of case for legal action; emotional support and referrals to resource agencies and possible housing listings for those at-risk of becoming homeless.

(2) Provide paralegal counseling for landlords and tenants to facilitate resolution of landlord-tenant disputes; thereby minimizing the potential to become homeless

(3) Provide information on fair housing law for landlords, tenants, home seekers (including those at-risk) and real estate agents.

(4) Provide residents with housing and human service information and referral.

(5) Accept client referrals from the Town, and keep the officials apprised of the status of cases referred.

(6) Provide copies of two fair housing brochures (targeted to potential bias victims and to landlords respectively) for distribution at public buildings within the Town.

(7) Provide copies of a quarterly newsletter dealing with developments in fair housing for Town officials.

(8) Upon request, provide technical assistance of limited scope to the Town on matters related to fair housing.

(9) Conduct one presentation on fair housing within the Town.

(10) Provide quarterly statistical reports and invoices on services provided to the Planning Department; and a fair housing database documenting the frequency, basis and location of reported incidents of discrimination.

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

EXHIBIT "A" CONTINUED

HOME PROJECT BUDGET

Item	*Requested*	*In-Kind*	*Total*
Salaries ▪ Fair Housing Specialist (2 hpw) ▪ Office Administrator (1 hpw) ▪ Director of Operations (1 hpw) ▪ Executive Director (1 hpw) ▪ Education Manager (1 hpw in kind) ▪ Intake Manager (2 hpw in kind)	$7,500	$5,700	13,200
Employee Benefits	$1,500	$1,000	$2,500
OTPS -	$1,500	$891	$2,391
	$10,500	$7,591	$18,091

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any 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

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

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:

Housing Opportunities Made Equal (H.O.M.E.)
Print Name of Company

By: DeAnna Eason
DeAnna Eason, Executive Director

Printed Name: DeAnna Eason

Date: 10/20/2025

Agreed to and Accepted by:

Town of Amherst
Printed Name of Municipality

By: _____
Brian J. Kulpa, Supervisor

Printed Name: Brian J. Kulpa

Date: _____

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

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: Housing Opportunities Made Equal, Inc.

Signature: M DeAnna Eason

Print Name: M. DeAnna Eason

Title: Executive Director

Date: 10/20/2025

Sworn To Before Me This

20th Day of October, 2025

Daniel J Corbitt

Notary Public

DANIEL J. CORBITT
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02CO0011915
Qualified in Erie County
Commission Expires August 14, 2027

Revised 4.2017

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

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)
HOUSING OPPORTUNITES MADE EQUAL INC
1542 MAIN ST
BUFFALO, NY 14209

1b. Business Telephone Number of Insured
(716) 854-1400

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. Federal Employer Identification Number of Insured or Social Security Number
166061434

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 2928 34 - 0

3c. Policy effective period
07/01/2025 to 07/01/2026

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 10/20/2025 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 agent 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 859078

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

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 New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a 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 NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

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: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 12/11/2024

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

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

PRODUCER	CONTACT NAME: Jeff Leyonmark	
Wolf Agency Inc. 5820 Big Tree Rd Orchard Park NY 14127	PHONE (A/C, No, Ext): (716) 662-6166	FAX (A/C, No): (716) 662-1880
	E-MAIL ADDRESS: cevans@wolfagency.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Housing Opportunities Made Equal Inc & Main-Ferry Housing 1542 Main St Buffalo NY 14209	INSURER A : Security National Ins Co	19879
	INSURER B : Hartford Fire Insurance Company	19682
	INSURER C : Wesco Insurance Co	25011
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL24121105564 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Hired Non-Owned Auto Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		01SBAAM0658	12/01/2024	12/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Hired Non-Owned Auto	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY [ ] [ ]						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			01SBAAM0658	12/01/2024	12/01/2025	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

When required by written contract with the insured and executed prior to loss, the following forms apply. Please review the forms for complete coverage details:

SS0008 4/05 General Liability Blanket Additional Insured on a Primary Non-Contributory basis with Waiver of Subrogation

CERTIFICATE HOLDER

Town of Amherst Planning Dept
5583 Main St
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Raymond H. Capostle

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Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 166061434
HOUSING OPPORTUNITIES MADE
EQUAL INC TA HOME
1542 MAIN ST
BUFFALO NY 14209

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
HOUSING OPPORTUNITIES MADE EQUAL INC TA HOME 1542 MAIN ST BUFFALO NY 14209	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B2175 005-4	610017	01/01/2025 TO 01/01/2026	1/7/2025

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2175 005-4, 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 FUN

DIRECTOR,INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 995425989

U-26.3

Attachment: HOME_Contract_2025 (RES-2025-928 : Contract with Housing Opportunities Made Equal (HOME) CRS #5890)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 31053 **RESOLUTION 2025-929** **ADOPTED**

To Authorize the Supervisor to Sign an Agreement with Child & Family Services of Erie County for Staffing CRS #5891

WHEREAS, Child & Family Services provides services to Amherst residents facing domestic violence; and

WHEREAS, the Town has budgeted Community Development Block Grant funds (CDBG) for one domestic violence advocate; and

WHEREAS, Community Development staff recommends that the Town contract with Child & Family Services for the period of April 1, 2025 through March 31, 2026; now therefore, be it

RESOLVED, the Town Board of the Town of Amherst authorizes the Town Supervisor, subject to the satisfactory completion of the contract routing process, to enter into a contract with Child & Family Services attached hereto, and for an amount not to exceed $20,000.00 for the period of April 1, 2025 through March 31, 2026.

10/27/2025
Consent

FINANCIAL IMPACT:

The funds necessary to enter into a contract with the Child & Family Services have been budgeted in the FY 2025 (N25-32 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:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

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

October 14, 2025

Agenda of October 27, 2025

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

Subject: Contract with Child & Family Services for a domestic violence (DV) advocate

Honorable Board Members:

Child and Family Services of Erie County provides domestic violence (DV) advocacy and counseling services to low and moderate income families in Western New York and the Town of Amherst. The Town has budgeted FY 2024 Community Development Block Grant (CDBG) funds for a Child & Family Services DV advocate.

Attached for your consideration is a resolution authorizing the Town Supervisor to enter into a contract with Child & Family Services for the period April 1, 2025 through March 31, 2026. Adequate funds are available in the 2025 CDBG budget to cover the maximum $20,000.00 cost of the proposed contract.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

X:\Community Development\New Structure\CONTRACTS and SUBRECIPIENTS\Child & Family Services\FY2025\TB_Letter_10.27.25.docx

Attachment: tb child-10212025102133 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

AGREEMENT

THIS AGREEMENT, entered into this _____ day of_____, 2025 between the TOWN OF AMHERST, a municipal corporation of the State of New York, with principal offices located at 5583 Main Street, Williamsville, New York 14221 (herein after referred to as the "Town"), and Child and Family Services of Erie County-Haven House (herein after referred to as "Child and Family Services") with its principal office for the transaction of business at 330 Delaware Avenue, Buffalo, New York 14202.

WITNESSETH:

WHEREAS, the Town has received federal funding under the Housing and Community Development Act of 1974, as amended and one the purposes of said Act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which are essential for sound community development and for the development of viable urban communities; and

WHEREAS, the provision of comprehensive CHILD AND FAMILY SERVICES, providing domestic violence advocacy and counseling services to low and moderate income residents of the Town of Amherst would constitute an expansion and improvement of the quantity and quality of community services and technical assistance consistent with the purposes of the Housing and Community Development Act of 1974 as amended; and

WHEREAS, CHILD AND FAMILY SERVICES has successfully provided a program of services and crisis counseling for families escaping domestic violence for Erie County residents.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

1. (a) "Town" shall mean the Town of Amherst.
   (b) "Child and Family Services" shall mean the Child and Family Services of Erie County.

2. The following exhibits are attached to this Agreement and made a part hereof:
   (a) Exhibit "A" -Scope of Services & Budget
   (b) Exhibit "B"– Income Guidelines & Stats Chart

3. CHILD AND FAMILY SERVICES, for consideration herein provided, shall perform the services as described in Exhibit "A" attached hereto and made a part hereof.

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

4. CHILD AND FAMILY SERVICES shall, prior to execution of this Agreement, provide to the Town certificates of insurance evidencing compliance with the provisions of the "Addendum to Contract" attached hereto and incorporated herein. CHILD AND FAMILY SERVICES agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of performance by CHILD AND FAMILY SERVICES of the terms and conditions of this Agreement.

5. The Town agrees to pay CHILD AND FAMILY SERVICES not more than twenty thousand dollars ($20,000.00) during the one year period from April 1, 2025 through March 31, 2026 for the services it provides to Town residents.

6. CHILD AND FAMILY SERVICES shall submit to the Town quarterly payment vouchers and report forms, as described in Exhibit A. Said forms will be in a format acceptable to the Town with the first two requests for payment for the period covering April 1, 2025 through December 31, 2025 to be submitted no later than January 10, 2026 to be consistent with the Town's fiscal year. Upon review and approval of the aforementioned vouchers and report forms by the Town, the Town shall process and subsequently issue funds totaling the approved amount. The sum of all vouchers submitted to the Town by CHILD AND FAMILY SERVICES shall not exceed $20,000.00.

7. CHILD AND FAMILY SERVICES agrees that it shall keep and maintain separate books of accounts and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the Town or by authorized representatives of the federal government, all CHILD AND FAMILY SERVICES facilities, books and other financial and statistical data as they relate to this Agreement. The Town and CHILD AND FAMILY SERVICES agree to comply with the regulations, policies, and guidelines and requirements of the federal Office of Management and Budget, as they relate to the application, acceptance and use of federal funds for this federally assisted program.

8. CHILD AND FAMILY SERVICES agrees to comply with the general compliance requirements of 24 CFR Part 570 (the U.S. Housing and Urban Development regulations

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except for responsibilities that fall under 24 CFR Part 570.604 and 24 CFR Part 52. The terms and conditions of this Agreement are to be carried out in a manner consistent with all other federal, state and local laws.

9. This Agreement shall be valid only to the extent of federal funds made available to the Town for the Community Development program year under Title I of the Housing and Community Development Act of 1974, as amended. Any and all payments due under this agreement shall be contingent upon the receipt by the Town of funds from the United States Department of Housing and Urban Development in the amount stipulated in the 2025 Annual Action Plan as approved by the Amherst Town Board on February 24, 2025.

10. This Agreement or any right, title or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

11. This Agreement shall be considered in effect from April 1, 2025 through March 31, 2026. The Town may agree to extend this Agreement for an additional twelve month period.

12. CHILD AND FAMILY SERVICES shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction and act of omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the Agreement or its performance.

13. Consistent with CHILD AND FAMILY SERVICES's status as an independent contractor, the Town shall not be responsible for workers compensation benefits, social security coverage or unemployment insurance benefits with respect to CHILD AND FAMILY SERVICES or its employees.

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

14. **Termination**

(1) The Town reserves the right to terminate this Agreement at its pleasure at any time prior to completion of the Program by giving two (2) weeks written notice of termination to CHILD AND FAMILY SERVICES, either personally or by certified mail. The Town further reserves the right to terminate this Agreement for cause in the event that CHILD AND FAMILY SERVICES shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit of creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(2) CHILD AND FAMILY SERVICES reserves the right to terminate this Agreement at its pleasure at any time prior to completion of this Agreement by giving two (2) weeks written notice of termination to the Town, either personally or by certified mail. CHILD AND FAMILY SERVICES further reserves the right to terminate this Agreement for cause in the event that the Town shall be in default of this Agreement; or shall become insolvent or bankrupt or assign for the benefit or creditors or take advantage of any insolvency statute or debtor or creditor law; or if its property or affairs be put in the hands of a receiver.

(3) The fee to be paid to CHILD AND FAMILY SERVICES upon such termination shall be based upon the value of the services performed by CHILD AND FAMILY SERVICES up to the effective date of termination.

15. Changes in the Project Description and Cost specified in Exhibit "A" may be requested by CHILD AND FAMILY SERVICES in writing, addressed to the Town's Planning Director for subsequent action.

16. CHILD AND FAMILY SERVICES agrees to comply with all applicable federal requirements and standards as pertains to audits of sub recipients of federal funds under the federal Community Development Block Grant Program.

17. **Compliance with New York State's Human Rights Law and NYS Labor Law**
The Contractor shall comply with all applicable New York State, and local laws, rules, and regulations prohibiting discrimination, including but not limited to the New York State Human Rights Law (Executive Law, Article 15), and the New York State Labor Law (Chapter 31 of the Consolidated Laws of New York). The Contractor agrees that it shall not unlawfully discriminate

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

against, harass, or retaliate against any employee, applicant, or participant in connection with the performance of this Agreement on the basis of age, race, creed, color, national origin, sexual orientation, gender identity or expression, sex, disability, military status, predisposing genetic characteristics, familial status, marital status, domestic violence victim status, or any other classification protected by law.

18. **"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.**

(a) The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

(b) Compliance with the provisions of section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

19. **Obligations of Grantee with Respect to Certain Third Party Relationships.**

CHILD AND FAMILY SERVICES shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of this Agreement. CHILD AND FAMILY SERVICES shall, by contractual requirement, covenant, or other binding commitment assure the compliance on the part of any contractor, subcontract, transferee, successor in interest or other participant in the activities pursuant to this Agreement, with the lawful requirements of the Town of Amherst necessary to insure that activities pursuant to this Agreement are carried out in accordance with the Town of Amherst's assurances and certifications pursuant to the Community Development Block Grant Program, including those with respect to the assumption of environmental responsibilities of the Town of Amherst under section 104(h) of the Housing and Community Development Act of 1974.

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

20. **Interest of Certain Federal Officials.**

No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

21. **Interest of Members, Officers, or Employees of Grantee, Members of Local Governing Body, or Other Public Officials.**

No member, officer, or employee of CHILD AND FAMILY SERVICES or its designees or agents, no member of the governing body of the Town of Amherst and no other public official of the Town of Amherst who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. CHILD AND FAMILY SERVICES shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

22. **Prohibition Against Payments of Bonus or Commission.**

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining H.U.D. approval of the application for such assistance, or H.U.D. approval of applications for additional assistance, or any other approval or concurrence of H.U.D. required under this Agreement, Title I of the Housing and Community Development Act of 1974, as amended, or H.U.D. regulations with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

23. **Nondiscrimination in Housing.**

CHILD AND FAMILY SERVICES shall comply with all requirements imposed by Title VIII of the Civil Rights Act of 1968, and the H.U.D. regulations with respect thereto, and Executive Order 11063. Title VIII prohibits discrimination in the sale or rental of dwellings (as defined), discrimination in the financing of housing, block busting, and discriminatory advertising and makes it unlawful to deny any person access to, or membership and participation in, any multiple-listing service or real estate brokers' organization for discriminatory purposes.

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

24. **Hatch Act**

CHILD AND FAMILY SERVICES agrees that no funds provided, nor personnel employed under this Agreement, shall in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

25. **Conflict of Interest**

CHILD AND FAMILY SERVICES agrees to abide by the provisions of 24 CFR Part 84.42 and Part 570.611 in regards to conflicts of interest in conducting activities related to this Agreement.

26. **Funding Source Recognition**

CHILD AND FAMILY SERVICES shall insure recognition of the role of the Community Development Block Grant funding source in providing services through this agreement. All activities, publications and items created pursuant to this Agreement shall be labeled as to funding source.

27. **Lobbying & Religious Activities**

By signing this Agreement, CHILD AND FAMILY SERVICES certifies that no federal funds have been paid or will be paid, by or on behalf of it, to any person for lobbying activities including influencing or attempting to influence an officer or employee of any state, local or federal agency or elected office. In addition, CHILD AND FAMILY SERVICES agrees that funds provided under this agreement will not be utilized for inherently religious activities prohibited by 24 CFR Part 570.200(j), such as worship, religious instruction or proselytization.

28. **Compliance**

The obligation of CHILD AND FAMILY SERVICES to comply with the provisions of paragraph 17 through paragraph 28 of this Agreement shall inure to the benefits of the United States, H.U.D. and the Town of Amherst, any of which shall be entitled to invoke any remedies available by law to redress any breach thereof or to complete compliance therewith by CHILD AND FAMILY SERVICES.

CHILD AND FAMILY SERVICES of ERIE COUNTY shall, by contractual requirement, covenant, or other binding commitment assure the compliance with the above provision of the provisions of paragraph 17 through paragraph 28 of this Agreement on the part of any contractor, subcontractor, transferee, successor in interest or other participant in any activities pursuant to this Agreement.

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

CHILD AND FAMILY SERVICES OF ERIE COUNTY 2025 CONTRACT

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on the day and year just above written.

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

CHILD AND FAMILY SERVICES OF ERIE COUNTY

By: _____
Ian Long, Chief Financial Officer

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the 21st day of October, in the year Two Thousand Twenty-Five, before me, the undersigned, personally appeared Ian Long personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DAWN STARBUCK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST6152517
Qualified in Erie County
Commission Expires September 18, 2026

Dawn Starbuck
NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ERIE) ss:

On the _____ day of _____, in the year Two Thousand Twenty-Five, before me, the undersigned, personally appeared Brian J. Kulpa personally known to me or proved to me on the basis of satisfactory evidence to be the individual (s) whose name (s) is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
NOTARY PUBLIC

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

EXHIBIT "A"

SCOPE OF SERVICES AND REPORTING REQUIREMENTS

SCOPE OF SERVICES:

PROVIDER shall perform the following professional services:

Child and Family Services of Erie County (CHILD AND FAMILY SERVICES) will provide one-stop, wrap-around services to survivors of domestic and intimate partner violence and their families. This model has been recognized nationally as the most innovative and effective way to provide services to survivors, to ensure offender accountability, and to attack the root causes of domestic violence.

All services will be provided between April 1, 2025-March 31, 2026.

EXHIBIT "A" CONTINUED

BUDGET

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

Child and Family Services of Erie County - Haven House - Town of Amherst

Contract Period: 04/01/2025 – 03/31/2026

		Town of Amherst	
Item 1)	Salary: DV Advocate	$ 13,642.46	$ 13,642.46
Item 2)	Payroll taxes & Fringe Benefits Breakdown:		
	a. Disability	$ 18.48	
	b. FICA	$ 970.84	
	c. Life Insurance	$ 23.28	
	d. Health Insurance	$ 1,949.04	
	e. Workers Comp.	$ 210.78	
	f. Unemployment Insurance	$ 30.68	
	g. Retirement	$ 545.74	$ 3,748.84
Item 3)	Mileage and Parking for Business Travel		$ -
Item 4)	Office Supplies		$ -
Item 5)	Cellular Telephone for business		$ -
Item 6)	Management & General (Administrative Overhead)		$ 2,608.70
	Grand Total		**$ 20,000.00**

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

FY 2025 INCOME GUIDELINES & STATS CHART

Verification of household income must be supplied. To qualify, you must be under 80% of the FY 2025 median income guidelines below:

Annual Household Income – FY 2025

(Effective June 1, 2025)

Household Size	Median Income	80% AMI	50% AMI	30% AMI
1	$ 70,700	**$ 56,600**	$ 35,350	$21,250
2	$ 80,800	**$ 64,650**	$ 40,400	$24,250
3	$ 90,900	**$ 72,750**	$ 45,450	$27,300
4	$101,000	**$ 80,800**	$ 50,500	$30,300
5	$109,100	**$ 87,300**	$ 54,550	$32,750
6	$117,200	**$ 93,750**	$ 58,600	$35,150
7	$125,300	**$ 100,200**	$ 62,650	$37,600
8	$133,400	**$ 106,700**	$ 66,700	$40,000

HOUSEHOLD CHARACTERISTICS: Complete one line for each household assisted. One code only in each block.

# MEMBERS ASSISTED IN HOUSEHOLD	% HOUSEHOLD INCOME	RACE OF HEAD OF HOUSEHOLD *	HISPANIC **Y/N**	FEMALE HEAD OF HOUSEHOLD **Y/N**

***Race of Household**
11-Caucasian
12-African American
13-Asian
14-American Indian or Alaskan Native
15-Native Hawaiian or other Pacific Islander
16-American Indian/Alaska Native & White
17-Asian & Caucasian
18-African American & Caucasian
19-American Indian or Alaskan Native & African American
20-Other Multi-Racial

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

Consultant Minor Exposure Addendum to Contract

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Consultants or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Consultant shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Consultant its officers, agents, sub-Consultants, and/or employees as well as the negligence, active or passive, of the Consultant, its officers, agents, sub-Consultants, and/or employees.

4. Consultant shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Consultant shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Consultant shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Consultant shall furnish the above insurances, including sub-Consultants' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Consultant shall ensure all its sub-Consultants, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Consultant or sub-sub Consultant shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Consultant shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

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

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules, regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any 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

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

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:

Child and Family Services of Erie County

By: _____

Ian Long, Chief Financial Officer
Printed name & title

Date: 10/21/2025

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Brian J. Kulpa, Supervisor
Printed name & title

Date: _____

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

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: CHILD AND FAMILY SERVICES OF ERIE COUNTY

Signature: [signature]

Print Name: IAN CONLY

Title: CFO

Date: 10/21/2025

DAWN STARBUCK
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01ST6152517
Qualified in Erie County
Commission Expires September 18, 2026

Sworn To Before Me This

21st Day of October, 2025

Dawn Starbuck

Notary Public

Revised 4.2017

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

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) Child & Family Services of Erie County 330 Delaware Avenue 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)*	1b. Business Telephone Number of Insured (716) 335-7020 1c. Federal Employer Identification Number of Insured or Social Security Number 16-1004825
2. Name and Address of the 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 Lincoln Life & Annuity Company of New York 3b. Policy Number of Entity Listed in box "1a" 000010232959 3c. Policy effective period: 09/06/2017 to 01/01/2026

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 the 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 th the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 09/16/2024 By Paul Martin

(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 800-423-2765 Name and Title Paul Martin VP, Group Claims

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 th carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

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

PART 2. To be completed by NYS Workers' Compensation Board (Only if box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of 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 licen insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue t... form.

DB-120.1 (12-21)

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

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. Insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holde Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one y 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 ame extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in 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 underly 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 busin continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate hol with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that 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 h been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of su 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 h been secured as provided by this article.

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

Workers' Compensation Board

KATHY HOCHUL
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

EXECUTIVE DIRECTOR
STEVEN M. SCOTTI

NOTICE OF COMPLIANCE
AS SELF INSURER UNDER THE NEW YORK STATE
WORKERS' COMPENSATION LAW

Name: Child and Family Services of Erie County

WCB #: W367193

Tax ID #: 161004825

Qual Date: 7/1/2014

The above-named employer has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

The status of the self-insurer was effective as noted above and remains in full force.

Status Confirmed By
Lauren Montgomery
WC Examiner
1/17/2025

Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

Client#: 1988396 CHILDAND2

13.P.4.b

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2025

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

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

PRODUCER	CONTACT NAME: Brittany O'Brien
USI Insurance Services, LLC 300 Meridian Centre Blvd. Suite 100 Rochester, NY 14618	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: brittany.obrien@usi.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co. — 18058
INSURED Child and Family Services of Erie County 330 Delaware Ave Buffalo, NY 14202	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	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	X	PHPK2571707024	07/01/2025	07/01/2026	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 $20,000 $1,000,000 $3,000,000 $3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY		X	PHPK2571707024	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000	X	X	PHUB870417024	07/01/2025	07/01/2026	EACH OCCURRENCE AGGREGATE $	$4,000,000 $4,000,000 $
	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					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Professional Liab			PHPK2571707024	07/01/2025	07/01/2026	$1,000,000/$3,000,000	

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

The General Liability policy includes Additional Insured status to the Certificate Holder including Waiver of Subrogation per Form #PI-GLD-HS-NY General Liability Deluxe Endorsement: Human Services as required by written contract.

The Commercial Automobile policy includes Waiver of Subrogation as required by written contract per Form #PI-CA-001NY Commercial Automobile Elite Endorsement

Town of Amherst is included as additional insured to the extent covered by policy endorsements.

CERTIFICATE HOLDER	CANCELLATION
Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Attachment: Signed-Contract-2025_1 (RES-2025-929 : Contract with Child & Family Services of Erie County CRS #5891)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 31054 **RESOLUTION 2025-930** **ADOPTED**

Software for Senior Services CRS #5892

We respectfully request Town Board permission to authorize the Supervisor to sign the agreement between Xavus Solutions LLC DBA My Senior Center and the Town of Amherst (Senior Services).

10/27/2025
Consent

FINANCIAL IMPACT:

A6772-2130

$3000.00

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

Brian J. Kulpa
Supervisor, Town of Amherst

Melissa Abel
Executive Director, Senior Center

Town of Amherst Center for Senior Services

Xavus Solutions
68 Harrison Ave Ste 605 PMB 30713
Boston, MA 02111-1929

Re: Exercise of Option to Extend Maintenance and Service

Please be advised that the Town of Amherst hereby extends its option to renew the Maintenance and Service Agreement with Xavus Solutions for an additional 12 month period starting on October 3, 2025 and ending on October 2, 2026.

Brian j. Kulpa
Supervisor, Town of Amherst

Date

Chris Hamilton
President, Xavus Solutions, LLC

10/18/2025

Date

Attachment: xavus-10212025094837 (RES-2025-930 : Software for Senior Services CRS #5892)

Xavus Solutions
68 Harrison Ave Ste 605 PMB 30713
Boston, MA 02111-1929 USA
5088344113
tina@myseniorcenter.com

myseniorcenter
XAVUS SOLUTIONS

INVOICE

BILL TO

Melissa Abel
Town of Amherst
Purchasing Department - 2nd Floor
5583 Main Street
Williamsville, NY 14221

SHIP TO

Melissa Abel
Amherst Senior Center
370 John James Audubon
Amherst, NY 14228

INVOICE # 27514
DATE 10/03/2025
DUE DATE 10/03/2025
TERMS Due Upon Receipt

DESCRIPTION	QTY	RATE	AMOUNT
MySeniorCenter - Annual Upgrades, Maintenance & Support for staff system software and first touchscreen software. The fee covers the database license, security for the staff system and application/cloud hosting. It also entitles you to: • Access to our technical support team via telephone, email and web between 8:30 am and 8:30 pm ET • Generally available product updates pushed out automatically • Nightly database back-up services • Periodic web-based refresher training	1	1,800.00	1,800.00
MySeniorCenter - Annual Upgrades, Maintenance & Support for 2nd touchscreen software	1	300.00	300.00
MySeniorCenter - Annual Upgrades, Maintenance & Support for 3rd touchscreen software	1	300.00	300.00
MySeniorCenter - Annual Upgrades, Maintenance & Support for 4th touchscreen software	1	300.00	300.00
MySeniorCenter - Annual Upgrades, Maintenance & Support for Northwest Amherst Center	1	300.00	300.00
Broadcast PREMIUM 1 year - unlimited calls; allows for Center's number to show on caller id when using the service. Also includes access to email and text/SMS broadcast functions. This is an annual fee	1	300.00	300.00
Burstable Zoom license integrated with MySeniorCenter. Allows for unlimited concurrent meetings. This is an annual fee	1	300.00	300.00
Discount - Sponsor-based model	1	-600.00	-600.00

Please make check payable to:
Xavus Solutions, LLC
68 Harrison Ave. Ste 605, PMB 30713
Boston, MA 02111-1929

SUBTOTAL	3,000.00
TAX (0%)	0.00
TOTAL	3,000.00
BALANCE DUE	**$3,000.00**

To pay by credit card call 508-834-4113
Tax ID # 20-3434634

Pay invoice

All prices are in USD unless otherwise stated.

Attachment: xavus-10212025094837 (RES-2025-930 : Software for Senior Services CRS #5892)

Abel, Melissa

From: Willer, David <dwiller@amherst.ny.us>
Sent: Tuesday, October 21, 2025 9:24 AM
To: Abel, Melissa
Subject: Re: Xavus renewal

*Please consider using our online help desk or IT support phone number (ext 7099 from work) or (631.7099 from home or remote).
For more information, please consult the IT Help Desk and Phone Support document.

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

I have no objections to this moving forward.

Regards,

David J Willer

From: Abel, Melissa <mabel@amherst.ny.us>
Sent: Monday, October 20, 2025 2:22 PM
To: Willer, David <dwiller@amherst.ny.us>
Subject: Xavus renewal

Good afternoon Dave,

Please see attached. We are due for our annual renewal with Xavus for the annual maintenance and support of the My Senior Center program. This includes the Kiosk's at the senior center and one at NWACC.
Do I have approval to proceed?

Please advise.

Thank you

Best,

Melissa

Melissa Abel
Executive Director, Town of Amherst Senior Services
370 John James Audubon Parkway
Amherst, New York 14221
716-636-3050, Ext. 3111

Our Mission: Empower all people with quality of life as they age.

Attachment: xavus-10212025094837 (RES-2025-930 : Software for Senior Services CRS #5892)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 31067 **RESOLUTION 2025-931** **ADOPTED**

Class Instructor, William Scudder CRS #5874

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and William Scudder, Woodcarving Instructor.

10/27/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour charged to A6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: William Scudder
(Payment/Check payable to same)

Address: 93 Summerview Road

Williamsville, NY 14221

Class/Activity: Woodcarving Instructor

This is a -5- **year contract.**

Start Date: January 5, 2026 **Date executed below by the Town Supervisor**

End Date: January 4, 2031

Rate per hr.: $25.00

William Scudder, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Instructor/Leader Signature — Date: 9/30/2025

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# _____ *Vendor Name* William Scudder

Contractor Commitment Form 2021

Attachment: William Scudder - Contract-10102025134629 (RES-2025-931 : Class Instructor, William Scudder CRS#5874)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 31068 **RESOLUTION 2025-932** **ADOPTED**

Class Instructor, Lisa Horlein CRS #5873

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contractor Commitment Form between the Town of Amherst (Department of Senior Services) and Lisa Horlein, Drumming Circle Instructor.

10/27/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour charged to A6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Lisa Horlein
(Payment/Check payable to same)

Address: 162 Hunters Lane

Amherst, NY 14221

Class/Activity: Drumming Circle Instructor

This is a -5- **year contract.**

Start Date: January 5, 2026 **Date executed below by the Town Supervisor**

End Date: January 4, 2031

Rate per hr.: $25.00

Lisa Horlein, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Lisa Horlein — 10/10/2025

Instructor/Leader Signature — Date

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# _____ *Vendor Name* Lisa Horlein

Contractor Commitment Form 2021

Attachment: Lisa Horlein - Contract-1010202513285 1 (RES-2025-932 : Class Instructor, Lisa Horlein CRS# 5873)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 31069 **RESOLUTION 2025-933** **ADOPTED**

Class Instructor, Suzanne Lewis CRS #5875

We respectfully request Town Board permission to authorize the Supervisor to sign the Class Instructor/Sub-Contract Commitment Form between the Town of Amherst (Department of Senior Services) and Suzanne Lewis, Fitness Instructor.

10/27/2025
Consent

FINANCIAL IMPACT:

$25.00 per hour charged to A6772-4090

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

TOWN OF AMHERST

CLASS INSTRUCTOR/SUB-CONTRACTOR COMMITMENT FORM

Amherst Center for Senior Services
370 John James Audubon Pkwy.
Amherst NY 14228

Instructor Name: Suzanne Lewis
(Payment/Check payable to same)

Address: 380 Oakvale Boulevard

Buffalo, NY 14223

Class/Activity: Fitness Instructor

This is a -5- **year contract.**

Start Date: January 5, 2026 **Date executed below by the Town Supervisor**

End Date: January 4, 2031

Rate per hr.: $25.00

Suzanne Lewis, **agrees to indemnify and hold the Town of Amherst harmless for any charges, damages, or liability resulting directly or indirectly from the negligence or culpable conduct of the instructor, its agents and/or employees and to release the Town of Amherst and its employees, agents, districts, commissions, and boards from liability arising from the performance of this agreements.**

Suzanne Lewis — 9/26/25
Instructor/Leader Signature — Date

Brian J. Kulpa, Supervisor, Town of Amherst — Date

Contract Name Class Instructor CRS# _____ *Vendor Name* Suzanne Lewis

Contractor Commitment Form 2021

Attachment: Suzanne Lewis -Contract-10102025134713 (RES-2025-933 : Class Instructor, Suzanne Lewis CRS# 5875)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31077 **RESOLUTION 2025-934** **ADOPTED**

Payment Authorization Advance Auto Parts

The Engineering Department – Sewer Maintenance Division is requesting the Town Board authorize payment to Advance Auto Parts in the amount of $9,981.99, using account G9000-2600 which requires Town Board approval.

For the following equipment:

Tire Balancer
Cone Kit

Thank you for considering this request.

10/27/2025
Consent

FINANCIAL IMPACT:

G9000-2600

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

Quotation

DATE 7/29/2025
Quotation # 2

Quote For:

Name	Mike Lowe
Company Name	Amherst Engineering Dept.
Street Address	1100 North Forest Rd
City, ST ZIP	Williamsville NY 14221
Phone	716-631-7154

Quotation valid until: 9/27/2025

Prepared by: Patrick Baumler

Comments or Special Instructions: **Pricing is under state contract pricing with Omnia/US Communities**
Contract #R-LD-23013-01

SALESPERSON	CONTACT #	SHIP DATE	EST. DEL.	F.O.B. POINT	TERMS
Patrick Baumler	716-515-5575		10-14 days		

QUANTITY	PART # / SKU / DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	80015003D Balancer List $14,950.44	$9,649.99	No	$ 9,649.99
1	113277C Cone Kit List List $511.54	$332.00	No	$ 332.00
				$ -
	uoted pricing reflects list price -35% discour			$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
	** OMNIA STATE PRICING**			$ -

Advance Auto Financing Program

There are Several Advantages to Financing Equipment
- Improve Cash Flow
- No Initial Investment
- 100% Financing
- Easier than Bank Financing
- See Tax Advisor for Possible Tax Benefits

	Monthly Investment	*Cost per Day**
60 Months	$238.15	**$10 / day**
48 Months	$286.67	**$12 / day**
36 Months	$364.47	**$15 / day**
24 Months	$532.38	**$22 / day**
12 Months	$1,005.76	**$42 / day**

SUBTOTAL	$ 9,981.99
FREIGHT	$ -
TAX RATE	
SALES TAX	$ -
OTHER FEES	
TOTAL	$ 9,981.99

Finance payments will vary based on transaction size, rates, credit history, and other factors.
**Assumes 5.5 day work week / No Money Down / Subject to Credit Approval*

Pricing & Installation Information

Prices Include Freight	X Yes. No. *If Lift gate delivery needed, $75 fee
Prices Include Installation	X Yes. No
Installation Applies To:	Setup and Training by Coats Rep

Installation costs do not include electrical hook-up due to local electrical codes. Please see the lift order form for further terms and conditions on installation.

Ask us about our Equipment Rewards Program! Earn "FREE" Equipment Payments!

Equipment Rewards allows you to earn back a credit for your monthly lease payment for every month you achieve your incremental growth target. See your Commercial Account Manager for program and eligibility details.

Advance Auto Parts reserves the right of first refusal to any sale or quote. Tax based on local and state requirements and is subject to change.

Thank you for your business!

Attachment: Amherst Engineering Coats Balancer Quote (RES-2025-934 : Payment Authorization)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31078 **RESOLUTION 2025-935** **ADOPTED**

Payment Authorization Request Casullos Auto Accessories & Upholstery

The Engineering Department – Water Pollution Control Facility is requesting that the Town Board authorize the comptroller's office to make payment of TOA voucher 2510745, Casullo Auto Accessories & Upholstery invoice 222601 for $4,056.50. This purchase was for a cutting edges and curb shoes for our pay loader's Wausau/Everest snowplow, while Casullos does hold the TOA contract for multiple snowplow manufacturers, this particular manufacturer was not covered.

Funds will be available in G9916-4924.

Thank you for considering this request.

10/27/2025
Consent

FINANCIAL IMPACT:

G9916-4924

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

TOWN OF AMHERST

VOUCHER

PO NO: 2510745

Date: 08/26/2025

This number must appear on all packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
G9916	4924	$ 4,056.50
	TOTAL	**$ 4,056.50**

Supplier: 007381
CASULLO'S AUTO
2783 ELMWOOD AVE
KENMORE, NY, 14217
CRS #2437 RES-2021-384 TBA 5/3/21

ENCUMBRANCE

☐ **Check box if partial payment (P.O. will remain open)**

Quantity	Description	Unit Price	Amount
2	132" WASSAU EVEREST BLADE SYSTEM	$ 1,852.50	$ 3,705.00
2	Freight	$ 175.75	$ 351.50
		TOTAL	**$ 4,056.50**

Due Date: _____ **Invoices:**

SALES TAX EXEMPT

☐ **Separate Check Required**

Invoices must be rendered on attached form (voucher) furnished by the Town of Amherst and must be properly signed. The town will not be responsible for merchandise delivered without a receipt signature.

Received by _____

Date Received _____

All purchase contracts involving an aggregate expenditure of more than $20,000 and all contracts for public works for more than $35,000 must be competitively bid.

PURCHASE AUTHORIZATION _____ 8/26/2025

Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials where rendered or furnished to The municipality on the dates stated and the changes are correct.

_____ _____

Date **Authorized Signature**

COMPTROLLERS OFFICE

_____ _____

Date **Authorized Official**

Audited by: _____ **Contract: CRS #2437 RES-2021-3** **Bids Received Y / N**

Date: _____ **TB Res. No: 2021-384** **Town Board Approval Y / N**

TB Res. Date: 5/3/21

Attachment: TOA PO 2510745 - Casullos Invoice 222601 (RES-2025-935 : Payment Authorization Request)



CASULLOS AUTO ACCESSORIES & UPHOLSTERY

YOOOOUUU KNOW IT!!!!!!!!!!

2797 ELMWOOD AVE. WWW.CASULLOS.COM
KENMORE, NY 14217
(716) 876-0916 Fax (716) 876-1835 Reg # 7054439
W (716) 691-9771

Invoice

Invoice #	22260
Invoice Date	09/30/202
Customer #	1904
RO #	21348

Customer TOWN OF AMHERST WPCF #16
TOM DEAN
455 TONAWANDA CREEK RD.
AMHERST, NY 14228

Vehicle
Plate # AMHERST WW
Miles In 1 **Miles Out** 1

Date In 08/25/202
Time In 11:27am
Date Due 09/30/202
Time Out 9:45am

Services

REFERENCE	DESCRIPTION	TECH	PRIC
OCS	OVER THE COUNTER SALE OF PARTS. *******NO RETURNS ON HYDRAULIC OR ELECTRICAL PARTS PURCHASED*******A 20% RESTOCKING FEE CAN BE CHARGED ON ALL RETURNED PARTS*******	JC1	
RO/PO	RO# N.WEIR PO#2150745	JC1	

Parts

REFERENCE	DESCRIPTION	DISCOUNT	QTY	PRICE	EXT PRIC
SYS-RZ11CGC	RAZOR SYSTEM 11FT SHP MED	195.00	2.00	1,950.00	3900.(
FRT	SHIPPING	18.50	2.00	185.00	370.(

SERVICE REMINDERS:

Discount	**-213**
Parts	4270
Sub-Total	**4056**
CASH/ CHECK/DEBIT TOTAL	**4,056**
Bal Due	4,056

TERMS NET 30 DAYS

CASULLO'S WILL NOT BE HELD RESPONSIBLE FOR SPECIAL ORDER OR PRE-PAID PARTS LEFT PAST 90 DAYS OF NOTIFICATION OR PAYMENT.

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle for purposes of testing and inspection. An express mechanics lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. A 20% restocking fee will be charged on all returned parts.

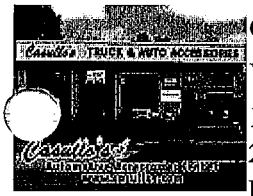
Authorization X

VISIT US AT WWW.CASULLOS.COM

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Attachment: TOA PO 2510745 - Casullos Invoice 222601 (RES-2025-935 : Payment Authorization Request)

AMHERST WW - TOM DEAN- TOWN OF AMHERST WPCF #16 19046 -



CASULLOS AUTO ACCESSORIES & UPHOLSTERY

YOOOOUUU KNOW IT!!!!!!!!!!

2797 ELMWOOD AVE. WWW.CASULLOS.COM
KENMORE, NY 14217
(716) 876-0916 Fax (716) 876-1835 Reg # 7054439

W (716) 691-9771

Preview

Customer #	19046
RO #	213489

Customer
TOWN OF AMHERST WPCF #16
TOM DEAN
455 TONAWANDA CREEK RD.
AMHERST, NY 14228

Vehicle
Plate # AMHERST WW

Date In 08/25/2025
Time In 11:27am
Date Due 08/25/2025
Time Out 11:27am

Services

REFERENCE	DESCRIPTION	TECH	PRICE
OCS	OVER THE COUNTER SALE OF PARTS. *******NO RETURNS ON HYDRAULIC OR ELECTRICAL PARTS PURCHASED*******A 20% RESTOCKING FEE CAN BE CHARGED ON ALL RETURNED PARTS*******	JC1	

Parts

REFERENCE	DESCRIPTION	DISCOUNT	QTY	PRICE	EXT PRICE
SYS-RZ11CGC	RAZOR SYSTEM 11FT SHP MED	195.00	2.00	1,950.00	3900.00
FRT	SHIPPING	18.50	2.00	185.00	370.00

PO#2510745
Act#4924
8/26/2025

SERVICE REMINDERS:

Discount	**-213.50**
Parts	4270.00
Sub-Total	**4056.50**
CASH/ CHECK/DEBIT TOTAL	**4,056.50**
Bal Due	4,056.50

TERMS NET 30 DAYS

CASULLO'S WILL NOT BE HELD RESPONSIBLE FOR SPECIAL ORDER OR PRE-PAID PARTS LEFT PAST 90 DAYS OF NOTIFICATION OR PAYMENT.

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle for purposes of testing and inspection. An express mechanics lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. A 20% restocking fee will be charged on all returned parts.

Authorization X _____

VISIT US AT WWW.CASULLOS.COM

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Attachment: TOA PO 2510745 - Casullos Invoice 222601 (RES-2025-935 : Payment Authorization Request)



CASULLOS AUTO ACCESSORIES & UPHOLSTERY

YOOOOUUU KNOW IT!!!!!!!!!!

2797 ELMWOOD AVE. WWW.CASULLOS.COM
KENMORE, NY 14217
Reg # 7054439 Phone (716) 876-0916 Fax (716) 876-1835

Account Statement

Customer #	19(
Statement Date	09/30/2(
Period Start Date	09/01/2(
Period End Date	09/30/2(

TOWN OF AMHERST WPCF #16
TOM DEAN
455 TONAWANDA CREEK RD.
AMHERST, NY 14228

Invoice Data (Open Invoices Only)						Payment Data			
DATE	INVOICE#	RO / REF #	PLATE / UNIT #	TAX	TOTAL	DATE	AMOUNT	TECH	HOW PAID
09/30/2025	222601	213489	AMHERST WW	0.00	4,056.50				

Total Number Of Invoices For This Period = 1 **Tax For Period = 0.00** **Invoices For This Period =4,056.50**

Account Summary As Of 09/30/202

Current	30 Days+	60 Days+	90 Days+	120 Days+
4,056.50	0.00	0.00	0.00	0.00

TERMS: NET 30

PLEASE CALL SARAH IF YOU NEED COPIES AT (716) 876-3567.

Beginning Balance	0.0
Finance Charges	0.0
Current Charges	4,056.5
Current Payments	0.0
Current Deposits	
Ending Balance	4,056.5

Please tear off and send with your payment

Thank You For Your Business

Customer #1904(

Statement Billing Perio(
09/01/2025 - 09/30/202!

CASULLOS AUTO ACCESSORIES & UPHOLSTERY
2797 ELMWOOD AVE.
WWW.CASULLOS.COM
KENMORE, NY 14217

Amount Due 4,056.5(

Amount Enclosed

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Attachment: TOA PO 2510745 - Casullos Invoice 222601 (RES-2025-935 : Payment Authorization Request)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31079 **RESOLUTION 2025-936** **ADOPTED**

Change Order No. 2 - Hohl Industrial Services, Inc. No Cost Time Extension WPCF: Building No. 1 Screen and Valve Improvements Town of Amherst Project Nos. 2016.002H & 2018.002B CRS #5889

The Engineering Department requests the Town Board approve the above referenced Change Order, which calls for a no cost time extension until September 10, 2026 for Hohl Industrial Services, Inc. for the above-referenced project. The project delay is due to the major equipment supply missing their delivery dates by seven (7) months. There are no ancillary costs associated with this request.

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

Thank you for considering this request.

10/27/2025
Consent

FINANCIAL IMPACT:

N/A

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

IDENTIFY (INFORMATION MUST BE COMPLETED OR CONTRACT WILL BE RETURNED TO APPROPRIATE DEPARTMENT)

REQUESTED TOWN BOARD AGENDA DATE: October 27, 2025 (CRS#)

Contract/Project Title: WPCF: Building No. 1 Screen and Valve Improvements [TOA Project #2016.002H and 2018.002B] – General Construction Contract

Vendor: Hohl Industrial Services, Inc.

ORG: KP: 2518

OBJECT: 4972

Amount: No Cost Time Extension

Contract Period: Current Period: [Substantial Completion: September 10, 2025 & Final Completion: October 31, 2025]

Extended Period: [Substantial Completion: September 10, 2026 & Final Completion: October 31, 2026]

Department contact: Richard Rink, PE [ext. #8071]

APPROVED AS TO CONTENT

_____

Department Head - Signature

Jeffrey S. Burroughs, P.E.

Department Head - Print Name

Date Approved: _____

Attachment: Hohl CRS (RES-2025-936 : Change Order No. 2 - Hohl Industrial Services, Inc.)

Change Order

PROJECT: *(Name, address and Project File No.)*

CHANGE ORDER: # **2**
DATE: 10-08-25

WPCF: Building No. 1 Screen and Valve Improvements
General Construction Contract
Project Nos. **2016.002H & 2018.002B**

TO CONTRACTOR: *(Name and address)*
Hohl Industrial Services, Inc.
770 Riverview Blvd.
Tonawanda, NY 14150

The Contract is changed as follows:
(*Include, where applicable, any undisputed amount attributable to previously executed construction Change Directives*)

1. Requesting that the project substantial completion date of September 10, 2025 be extended to September 10, 2026.

   All other terms and conditions remain the same.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 4,498,000.00
The net change by previously authorized Change Orders	$ 180,000.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 4,678,000.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (~~increased~~) (~~decreased~~) (unchanged) by this Change Order in the amount of	$ 0.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 4,678,000.00
The Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) by	(365) days
The date of Substantial Completion as of the date of this Change Order therefore is	September 10, 2026

(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.

Arcadis of New York, Inc.	Hohl Industrial Services, Inc.	Town of Amherst
ENGINEER (*Firm name*)	CONTRACTOR (*Firm name*)	OWNER (*Firm name*)
50 Fountain Plaza., Suite 360 Buffalo, NY 14202	770 Riverview Blvd. Tonawanda, NY 14150	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: Hohl CRS (RES-2025-936 : Change Order No. 2 - Hohl Industrial Services, Inc.)

ARCADIS

Mr. Jeffrey Burroughs, P.E.
Town Engineer
Town of Amherst Engineering Department
455 Tonawanda Creek Road
Amherst, NY 14228

Arcadis of New York, Inc.
50 Fountain Plaza
Suite 360
Buffalo, NY 14202
United States
Phone: 716 667 0900
www.arcadis.com

Date: October 17, 2025
Subject: Amherst WPCF Building No. 1 Screen and Valve Improvements
Town Project Nos. 2016.002H & 2018.002B
General Construction Contract Time Extension

Dear Mr. Burroughs,

We received the attached change proposal from Hohl Industrial Services, Inc. (Hohl) dated October 9, 2025 for the Town of Amherst Water Pollution Control Facility (WPCF) Building No. 1 Screen and Valve Improvements project. The change proposal requests a contract time extension of 365 days due to delay of material/equipment delivery from Rodney Hunt, including the Building No. 1 sluice gates and stop logs and the Building No. 2 stop logs. The original contract times were 450 days from Notice to Proceed (NTP) for Substantial Completion and 495 days from NTP for Final Completion. Based on the NTP date of June 17, 2024, the original contractual date for Substantial Completion is September 10, 2025 and Final Completion is October 25, 2025.

Arcadis issued a letter to Hohl dated June 25, 2025 (Attachment 2) that expressed concerns about Hohl's ability to meet the Contract Times due to delay in delivery of the Rodney Hunt equipment. As indicated in the letter, the equipment is critical to allow isolation of wet wells and completion of the remainder of the scope of the project. The letter notified Hohl of the liquidated damages clause in the contract and indicated that no extension of the Contract Time will be granted where the delay is attributable to a subcontractor, manufacturer, fabricator, supplier, or distributor or any other third-party performing services or furnishing material or equipment on behalf of the Contractor.

Based on the actual delivery date of the Rodney Hunt equipment of August 20, 2025 and ongoing progress, Hohl will not meet the original Contract Times and we recommend an extension of 365 calendar days via Change Order as requested by Hohl. Although the Town would be entitled to liquidated damages if the Contract Times are not extended, as described in the June 25, 2025 letter, this extension is being recommended as a good faith effort to complete the project. If authorized, the new Contract Times will be September 10, 2026 for Substantial Completion and October 25, 2026 for Final Completion. We feel these dates are reasonable to complete the remaining work for this project.

Attachment: Hohl CRS (RES-2025-936 : Change Order No. 2 - Hohl Industrial Services, Inc.)

Jeffrey Burroughs, P.E.
Town of Amherst
October 17, 2025

Please let us know if you have any questions or require additional information.

Sincerely,
Arcadis of New York, Inc.



Josh Tingue, P.E.
Project Manager

Email: Joshua.Tingue@Arcadis.com
Direct Line: 716.462.7166

CC. Richard Rink, P.E. – Town of Amherst
Michael Poslinski – Town of Amherst

Enclosures:
Attachment 1 – Hohl Change Proposal GC-014
Attachment 2 – June 25, 2025 Letter to Hohl Regarding Schedule Delays

Attachment: Hohl CRS (RES-2025-936 : Change Order No. 2 - Hohl Industrial Services, Inc.)

Attachment 1

Hohl Change Proposal GC-014

Attachment: Hohl CRS (RES-2025-936 : Change Order No. 2 - Hohl Industrial Services, Inc.)

ARCADIS Design & Consultancy for natural and built assets

CHANGE PROPOSAL

Owner: Town of Amherst
Project Name: WPCG Bldg 1 Screen and Valve Replacement

Change Proposal No.: GC-014 Date: 10/09/25

Submitted in Response to Proposal Request No.: _____

Contract Name and No.: Screen & Valve 2016.002H & 2018.002B
Contractor: Hohl Industrial Services Inc.

Subject: Contract Extension

The following changes to the Contract are proposed:

SCOPE OF WORK: *(attach and list supporting information as required)*

JUSTIFICATION:
Item: Extension is being requested due to delay of material/equipment from Rodney Hunt

CHANGES IN CONTRACT PRICE AND CONTRACT TIMES:
We propose that the Contract Price and Contract Times be changed as follows:

Contract Extension - Revised substantial completeion date 9/10/26

For Contract Price, attach detailed cost breakdowns for Contractor and Subcontractors, Supplier quotations, and other information required.
For the Contract Times, state increase, decrease, or no change to Contract Times for Substantial Completion, readiness for final payment, and Milestones, if any. If increase or decrease, state specific number of days for changes to the Contract Times.

Description	Amount	Contract Times (days)	
		Substantial	Final
1. Item Contract Extension	$0.00	365	0
2. Item	$0.00	0	0
Total This Change Proposal	**$0.00**	**365**	**0**

Changes to Milestones, if any: _____

Contractor represents that supporting data attached to this Change Proposal are accurate and complete. The requested time or price adjustment indicated in this Change Proposal is the entire adjustment to which Contractor believes it is entitled as a result of the proposed change(s) indicated herein.

Change Proposal by: Pat Daniels

Signature of Proposer: Pat Daniels

Attachment: Hohl CRS (RES-2025-936 : Change Order No. 2 - Hohl Industrial Services, Inc.)

Attachment 2

June 25, 2025 Letter to Hohl Regarding Schedule Delays

Attachment: Hohl CRS (RES-2025-936 : Change Order No. 2 - Hohl Industrial Services, Inc.)

ARCADIS

June 25, 2025

Arcadis of New York, Inc.
50 Fountain Plaza
Suite 360
Buffalo, NY 14202
United States
Phone: 716 667 0900
www.arcadis.com

Stephen Dix
Project Manager
Hohl Industrial Services, Inc.
770 Riverfront Blvd.
Buffalo, New York 14150

Subject: Town of Amherst Water Pollution Control Facility
Building No. 1 Screen and Valve Improvements
General Construction Contract Schedule Delays

Dear Mr. Dix,

This letter is to express our concerns regarding progress and probable completion times on the Town of Amherst (Town) Water Pollution Control Facility (WPCF) Building No. 1 Screen and Valve Improvements Project. As discussed in recent construction progress meetings, follow up email correspondence, and phone conversations, major construction activities are currently on hold due to delay in delivery of Building 2 stop logs by Hohl's supplier, Rodney Hunt. This delivery schedule delay prevents the shut down of each wet well and as a result, Hohl is unable to install the suction side butterfly valves, inspect Gate 23, and perform any additional work on the screens. The stop logs downstream of the screens and the sluice gates upstream of the screens are also experiencing delivery delays by Rodney Hunt.

Per Article 4 of the Agreement between the Town of Amherst and Hohl, the Contract Time to substantial completion is 450 calendar days and the time to final completion is 45 calendar days following substantial completion. The Notice to Proceed was issued by the Town on June 17, 2024, resulting in a substantial completion date of September 10, 2025 and final completion date of October 25, 2025. Based on the anticipated time required to complete the work, we do not anticipate that Hohl will be able to meet the Contract Times.

In accordance with Article 5 of the Agreement, the liquidated damages clause for this Contract is $500 per day beyond the time to substantial completion. Hohl's most recent progress schedule included approximately 33 weeks between shutdown of the west wet well and completion of all work in the east wet well. Considering approximately 11 weeks remain within the current Contract Time to substantial completion, the total liquidated damages could be as high as $84,700 (i.e., 22 weeks of liquidated damages at $500 per calendar day) if Hohl is unable to expedite the schedule. Further, the Owner is entitled to special damages for the actual costs reasonably incurred by the Owner for engineering and inspection forces employed on the Work for each day that expires beyond the time to substantial completion.

Per Article 12 of the General Conditions, no extension of the Contract Time will be granted where the delay is attributable to a subcontractor, manufacturer, fabricator, supplier, or distributor or any other party performing services or furnishing material or equipment on behalf of the Contractor. We strongly urge Hohl to do all in its power to expedite the delivery of equipment and materials on the critical path, and to plan and implement the Work in a timely manner. The Progress Schedule shall be updated and submitted within 5 business days of delivery of critical materials and equipment to allow Arcadis and the Town to plan accordingly. Although we will do

Attachment: Hohl CRS (RES-2025-936 : Change Order No. 2 - Hohl Industrial Services, Inc.)

Stephen Dix
Hohl Industrial Services, Inc.

what we can in our role as the Engineer to assist Hohl, the onus is on Hohl coordinate with their suppliers and to implement the Work.

Should you have questions or comments regarding this matter, please contact me.

Sincerely,
Arcadis of New York, Inc.



Josh Tingue, PE
Senior Engineer

Email: Joshua.Tingue@Aracdis.com
Direct Line: 716.462.7166

CC. Jeff Burroughs, PE – TOA (via e-mail)
Rick Rink, PE – TOA (via e-mail)
Michael Poslinski – TOA (via e-mail)
Steven B. Bengart – TOA (via e-mail)
Shawn Doyle – Hohl Industrial Services (via e-mail)

Attachment: Hohl CRS (RES-2025-936 : Change Order No. 2 - Hohl Industrial Services, Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 31083 **RESOLUTION 2025-937** **ADOPTED**

Stormwater Mapping Project – Phase 2 Town of Amherst Job # 2023.025A CRS #5898

The Engineering Department is requesting that the Town Board authorize the Town Supervisor to electronically sign the attached grant agreement for the Non-Agricultural Nonpoint Source Planning/Municipal Separate Storm Sewer (MS4) Mapping Grant Program with the New York State Department of Environmental Conservation.

The total amount of the grant eligible project is $67,500.00 reimbursable by New York State Department of Environmental Conservation funding.

The local share funds in the amount of $7,500.00 for this MS4 mapping project shall be provided with in-kind services. This request is pending successful completion of the contract review process.

Thank you for considering this request.

10/27/2025
Consent

FINANCIAL IMPACT:

N/A

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

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

STATE AGENCY (Name & Address): Department of Environmental Conservation 625 Broadway Albany, NY 12233-0001	BUSINESS UNIT/DEPT ID: DEC01 3350000 CONTRACT NUMBER: DEC01-C02962GM-3350000 CONTRACT TYPE (select one): ☐ Multi-Year Agreement ☐ Simplified Renewal Agreement ☑ Fixed Term Agreement
CONTRACTOR NAME: AMHERST TOWN OF	TRANSACTION TYPE: ☑ New ☐ Renewal (list periods) : ☐ Amendment (list periods) :
CONTRACTOR IDENTIFICATION NUMBERS: NYS Vendor ID Number: 1000003949 Federal Tax ID Number: 166002157	PROJECT NAME: DOW NPG R5 ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only):
CONTRACTOR PRIMARY MAILING ADDRESS: 5583 MAIN ST WILLIAMSVILLE, NY 14221 CONTRACTOR PAYMENT ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR MAILING ADDRESS: ☑ Check if same as primary mailing address CONTRACTOR PRIMARY E-MAIL ADDRESS: mbellecose@amherst.ny.us	CONTRACTOR STATUS: ☐ For Profit ☑ Municipality ☐ Tribal Nation ☐ Individual ☐ Not-For- Profit Charities Registration Number: Exemption Status/Code: N/A ☐ Sectarian Entity
CURRENT CONTRACT TERM: From: 05/13/2024 To: 05/13/2027 AMENDED TERM: From: To:	CONTRACT FUNDING AMOUNT (*Fixed Term* – enter current period amount*;* *Simplified Renewal* – enter cumulative amount to date; *Multi-year* – enter total projected amount of the contract): CURRENT: $67,500.00 AMENDED: $0.00 FUNDING SOURCE(S) ☑ State ☐ Federal ☐ Other

Attachment: AGREEMENT (RES-2025-937 : Stormwater Mapping Project – Phase 2 CRS #5898)

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

☑ Appendix A

☑ Attachment A:
- ☑ A-1 Agency Specific Terms and Conditions
- ☑ A-2 Program Specific Terms and Conditions
- ☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws

☑ Attachment B:
- ☑ B-1 Expenditure Based Budget
- ☐ B-2 Performance Based Budget
- ☐ B-3 Capital Budget
- ☐ B-4 Net Deficit Budget

- ☐ B-1(A) Expenditure Based Budget (Amendment)
- ☐ B-2(A) Performance Based Budget (Amendment)
- ☐ B-3(A) Capital Budget (Amendment)
- ☐ B-4(A) Net Deficit Budget (Amendment)

☑ Attachment C: Work Plan

☑ Attachment D: Payment and Reporting

☐ Other:

Attachment: AGREEMENT (RES-2025-937 : Stormwater Mapping Project – Phase 2 CRS #5898)

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

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

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

CONTRACTOR: AMHERST TOWN OF

_____

By: _____

Printed Name

Title: _____

Date: _____

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

STATE AGENCY:

_____

_____

By: _____

Printed Name

Title: _____

Date: _____

ATTORNEY GENERAL'S SIGNATURE
APPROVED AS TO FORM

By: _____

Printed Name

Title: _____

Date: _____

STATE COMPTROLLER'S SIGNATURE

By: _____

Printed Name

Title: _____

Date: _____

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STATE OF NEW YORK
CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)[1], Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

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

The documents above, collectively, comprise the entire Agreement and govern the

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program for the entirety of the term of the Contract and any resulting renewals.

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

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

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

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

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

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

H. Indemnification: The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold 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

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to the Contract.

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

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

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

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

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

N. Renewal:

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

2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

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implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

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

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

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

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

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

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

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

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

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and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

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

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

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

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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

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

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

B. Subcontractors:

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

2. If requested by the State, the Contractor agrees not to enter into any

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subcontracts, or revisions to subcontracts, that are in excess of $100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of $100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

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

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

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

6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

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

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

D. Property:

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

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

1. General:

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

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

   i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

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

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

iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

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

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

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

4. Contractor may disclose Confidential Information if such information is required

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

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

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

G. Publicity:

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

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

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

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

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

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

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Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

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

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

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

J. Charities Registration:

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

K. Vendor Responsibility:

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

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

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

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

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

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coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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

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of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

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apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

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the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

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

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

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

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

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

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

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

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

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

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

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

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("Prohibited Entities List") posted at:
https://ogs.ny.gov/iran-divestment-act-2012

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

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ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) AGENCY SPECIFIC TERMS AND CONDITIONS

I. Postponement, suspension, abandonment or termination by the Department: Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. Conflict of Interest

(a) Organizational Conflict of Interest - To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest - The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

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(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Attachment or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

III. Dispute Resolution

The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

(1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or

(2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or

(3) Make a determination on the record as it exists.

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(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Karen Stainbrook, Director, Bureau of Water Resource Management
NYS DEC, Division of Water
625 Broadway, 4th Floor, Albany, NY 12233
(518) 402-8095

The designated appeal individual to review decisions is:

Edward Hampston, Director, Bureau of Water Compliance
NYSDEC Division of Water
625 Broadway, 4th Floor, Albany, New York 12233
(518) 402-9660

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Katherine Calogero, Chair
Contract Review Committee
625 Broadway
Albany, NY 12233-5010
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Deputy Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j)(1) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing,

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within twenty days of receipt of the Department's determination.

(2) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

IV. Tax Exemption

Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

V. Litigation Support

In the event the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Any compensation paid to the Contractor under this paragraph will be negotiated and based on the rates established in the contract, or as may otherwise be provided in the contract. No compensation for such support will be paid if the litigation is the result of the Contractors misconduct, negligence or omissions.

VI. Inventions or Discoveries

The Scope of work of this agreement shall not include any inventions. If, however, an invention results from this project it shall be owned as follows:

Any invention or discovery first made or conceived and reduced to practice in the performance of this Contract solely by the Contractor shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract solely by Department or State shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Any invention or discovery made or conceived and reduced to practice in the performance of this Contract jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VII. Intellectual Property and Copyright Materials

(a) Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Contractor in the performance of this work shall remain with the Contractor; provided that the Contractor shall grant to the Department and the State a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for on behalf of the Department and the State the subject copyright throughout the world, where the Contractor is able to do so.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created solely by Department or State in the performance of this work shall remain with the State; provided that the Department or State shall grant to the Contractor a nonexclusive, nontransferable, irrevocable, paid-up license to use for non-commercial research, educational, and public service purposes.

Title to, and the right to determine the disposition of any copyrights, or copyrightable material, first produced or created jointly by Contractor and Department or State in the performance of this work shall be jointly held by the Contractor and Department or State.

VIII. Patent and Copyright Protection

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract

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infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

(1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and

(2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and

(3) all available information, assistance and authority necessary to the action, at the Contractor=s sole expense.

The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

(1) procure for the Department the right to continue using the same item or parts thereof;

(2) modify the same so that it becomes non-infringing and of at least the same quality and performance;

(3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;

(4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of:

(1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items;

(2) alterations of the items by the Department;

(3) failure of the Department to use updated items provided by the Contractor for avoiding infringement;

(4) use of items in combination with apparatus or devices not delivered by the Contractor;

(5) use of items in a manner for which the same were neither designed nor contemplated; or

(6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

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IX. Freedom of Information Requests

In response to a Freedom of Information Law (FOIL) request received by the Department, the Contractor agrees to provide to the Department records generated by the Contractor as a result of this contract's scope of work that are responsive to the FOIL request. The contractor may request that the Department except from disclosure records on the basis that they contain trade secrets or confidential commercial information in accordance with FOIL (Public Officers Law Section 87 and 6 NYCRR Part 616).

X. Article 15-Requirements

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES

(a) General Provisions

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

(2) The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department"), to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include Equal Employment Opportunities (EEO) for minority group members and women and contracting opportunities for certified Minority and Women Owned Business Enterprises (MWBEs). Contractor's demonstration of Good Faith Efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

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

(b) Contract Goals

(1) For purposes of this procurement, the Department hereby establishes an overall goal of **30%** for Minority and Women-Owned Business Enterprises ("MWBE") participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address; https://ny.newnycontracts.com

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

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

(c) MWBE Utilization Plan

(1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.

(2) Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section X-B-1 of this Attachment.

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(3) Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

(4) The MWBE Utilization Plan must be completed via the New York State Contract System on-line: https://ny.newnycontracts.com.

(d) Equal Employment Opportunity (EEO)

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

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

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy-two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor's EEO policy statement shall include the following language:

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

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

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

d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a Staffing Plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing Plan and submit at the time of award of the contract.

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

(e) Quarterly MWBE Contractor Compliance Report

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10th day following each end of quarter over the term of the Contract. This reporting must be done online, through the New York State Contract System: https://ny.newnycontracts.com. The reports document the progress made towards achievement of the MWBE goals of the Contract.

(f) Waivers

(1) For Waiver Requests Contractor should use Waiver Request Form.

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

(3) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly 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, the Department 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.

(g) Liquidated Damages - MWBE Participation

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

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

(i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and

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

(iii) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

XI. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

New York State Veteran's Law Article 3 provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. The Department 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 Department 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, Bidders are 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.

(a) Contract Goals

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The Department hereby establishes an overall goal of **0%** for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: https://ogs.ny.gov/veterans/. Questions regarding compliance with SDVOB participation goals should be directed to the Department's Designated Contacts.

Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause (XI)(d) below).

(b) SDVOB Utilization Plan

1. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.

2. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows 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 SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Department.

3. The Department will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of Department acceptance or issue a notice of deficiency within 20 days of receipt.

4. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, The Department shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Department, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

5. The Department may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

(i) If a Bidder fails to submit an SDVOB Utilization Plan;
(ii) If a Bidder fails to submit a written remedy to a notice of deficiency;
(iii) If a Bidder fails to submit a request for waiver; or
(iv) If the Department determines that the Bidder has failed to document good faith efforts.

6. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

7. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, The Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

(c) Request for Waiver

1. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at the Department for guidance.

2. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet

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the goal requirements, as set forth in clause (XI)(d) below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Department at that time, the provisions of clauses (XI)(b) 3., 4., & 5. will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB 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 the Department but must be made no later than prior to the submission of a request for final payment on the Contract.

4. If the Department, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) 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, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the Department.

(d) Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

(1) Copies of solicitations to SDVOBs and any responses thereto.

(2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.

(3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Department with certified SDVOBs whom the Department determined were capable of fulfilling the SDVOB goals set in the Contract.

(4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.

(5) Other information deemed relevant to the waiver request.

(e) Quarterly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Quarterly SDVOB Contractor Compliance within the first month of each quarter to the Department during the term of the Contract for the preceding quarters' activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to the Department, by the 10th day of the first month of each quarter during the term of the Contract, for the preceding quarters' activity to: sdvob@dec.ny.gov

(f) Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

XII. Iran Divestment Act Requirements

By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerors pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf

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

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

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

XIII. Americans With Disabilities Act

In the event the monies defined herein are to be used for the development of facilities, outdoor recreation areas, transportation or written or spoken communication with the public, the Contractor shall comply with all requirements for providing access for individuals with disabilities as established by Article 4A of the New York State Public Buildings Law, Americans with Disabilities Act, and relevant sections of the New York State Uniform Fire Prevention and Building Code. Standards for certain Recreation Facilities are found in the 2010 ADA Standards for Accessible Design while others are found in the Architectural Barriers Act Accessibility Guidelines for Outdoor Recreation Areas, https://www.access-board.gov/guidelines-and-standards

XIV. Public Access to Facilities

If applicable to the project, the Contractor agrees to allow public access to any facilities developed with monies defined herein on the same basis to all residents of New York State for a period not less than five (5) years after the date of final payment under this Contract or five (5) years after the date that the final payment was due. Failure to comply with the provisions of this clause shall be considered an abandonment of the Project.

XV. Project Insurance Considerations

Refer to project insurance requirements as set forth in A-1 (B) Program Specific Terms and Conditions.

XVI. Amendment/Extensions

The Contract may be amended and/or extended by mutual written consent of all parties. Amendment forms will be incorporated into this Contract and will not take effect until approved by all applicable State agencies and final approval by the Office of the State Comptroller, if applicable. Contract amendments may be conditioned upon funds being re-appropriated in the State Budget each state fiscal year to the Department.

XVII. Environmental Protection Fund Acknowledgement

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

XVIII. Vendor Responsibility

a) The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

b) The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at https://portal.osc.state.ny.us.

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c) Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact the Department of the Office of the State Comptroller's Help Desk for a copy of the paper form.

d) Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

XVIII. Permits

a) If applicable, the Contractor agrees to obtain all required permits, including but not limited to, local, state and federal permits prior to the commencement of any project related work. The Contractor agrees that all work performed in relation to the project by the Contractor or its agents, representatives, or contractors will comply with all relevant federal, state and local laws, rules, regulations and standards, zoning and building codes, ordinances, operating certificates for facilities, or licenses for an activity.

b) With respect to the project, the contractor certifies that is has complied, and shall continue to comply with all requirements of the State Environmental Quality Review Act (SEQRA). The Contractor agrees to provide all environmental documents as may be required by the Department. The Contractor has notified, and shall continue to notify, the Department of all actions proposed for complying with the environmental review requirements imposed by SEQRA.

XIX. Approvals

The Contractor agrees that the project will be performed in accordance with the condition of any applicable administrative, judicial or governmental orders or approvals.

XX. Site Access

If applicable, the Contractor represents it has or will obtain title to or sufficient interest in the project site, including rights-of-way and necessary easements, before the start of the project to ensure undisturbed use and possession for purposes of construction and completion of the project, as well as operation of the project throughout its useful life.

XXI. Cost Overruns

If applicable, any cost overruns will not be paid by the Department and the Department is not committed to seeking additional appropriations or re-appropriation of funds and will not be responsible for the maintenance and operation of any facility which may be developed or equipment which may be purchased with the funds herein identified.

XXII. Construction Plans

It is the Contractor's responsibility (if applicable to the Project) to have all construction contract plans, specifications and cost estimates certified by a professional engineer licensed to practice in the State of New York. All certified plans and specifications shall become part of this Contract and shall be kept on the project site at all times.

XXIII. Payment and Reporting

a) The Contractor agrees to fully fund the Project and then seek reimbursement from the Department for eligible project costs. The Department will not process final payment for this Contract, until the Department determines that the project was completed satisfactorily and upon receipt of all required final close-out payment documentation in accordance with the direction and requirements described in Attachment D.

b) The Contractor will be entitled to receive reimbursement payments for work, projects, and/or services rendered as detailed and described in Attachment C and Attachment D of this Contract. Claims for reimbursement must be accompanied by such receipts and documents verifying expenditures as may be required by the Department and by the Comptroller. Satisfactory documentation shall include, but is not limited to, signed copies of payment vouchers or invoices, canceled checks/or the latest cumulative work-in-place estimate for each construction Contract, and any further documentation as may be required by the Department and/or the Comptroller. The Department reserves the right, in its sole discretion, to determine if the reimbursement request and accompanying documentation submitted by the Contractor is in satisfactory form and substance. A final payment determination will be based upon the Department's review of the Contractor's final voucher submission and reporting as described in Attachment D.

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XXIV. On-Site Inspections

The State, Department or authorized representatives will conduct a review of the Project funded from this Contract, which may include on-site inspections, at a time that is satisfactory to the Department.

XXV. Prohibition on Purchase of Tropical Hardwoods

The Contractor certifies and warrants that all wood products to be sued under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State of any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

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ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS

Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

A) PROGRAM SPECIFIC TERMS AND CONDITIONS

I. Notices:

The Department's authorized representative for the implementation of this Contract and for approval, direction and receipt of all Project reports called for in this Contract is listed below. Whenever it is provided in this Contract that notice must be given or other communications sent to the Department, the notices or communications must be in writing and delivered or sent to the Department's authorized representative at:

Address:

Division of Water, Fiscal Planning and Management Section
New York State Department of Environmental Conservation
625 Broadway, 4th Floor, Albany, NY 12233-3506
dowcontracts@dec.ny.gov

A copy of all legal notices shall be sent to:

General Counsel
New York State Department of Environmental Conservation
625 Broadway - 14th Floor
Albany, New York 12233-1500

The Contractor's authorized representative for the implementation of this Contract is the person authorized in the Resolution of Support for the contract. Notices or communications regarding this Contract should be in writing and delivered or sent to the Contractor's authorized representative at the address identified on the Face Page, with copies sent to the Contractor's contract administrator as identified in the contract application.

Notices delivered or sent shall be deemed for all purposes as notice to all persons who are Parties to this Contract as Department or Contractor.

II. Project Insurance Considerations

The Contractor agrees to procure and maintain at its own expense and without expense to the Department until final acceptance by the Department of the services covered by this Contract, insurance of the kinds and amounts as determined by the Department and based upon the project work plan. The insurance policies should be provided by insurance companies licensed to do business in the State of New York. Any delay or time lost as a result of the Contractor not having insurance required by the Contract shall not give rise to a delay claim or any other claim against the Department.

Upon execution of this Contract, the Contractor shall furnish to the Department a certificate or certificates, satisfactory to the Department, showing that it has complied with this Article. The insurance documentation shall provide that:

- Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of Contractor's activities.

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- The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Materials Management, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsements(s) and on additional supporting documentation.
- The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form Number CG 24 04 or a similar form with same modification to the policy.
- Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department within a reasonable amount of time.
- Applicable insurance policy number(s) reference on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until completion of the work or acceptance by the Department, whichever event is later.

The kinds and amounts of insurance required are as follows:

a) Workers' Compensation coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers' Compensation Law.

Evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	**FORM TITLE**
C-105.2	Certificate of Workers' Compensation Insurance
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers' Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

b) Disability Benefits coverage must be provided for work to be performed in New York State. The Contractor shall provide and maintain coverage during the life of the contract for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law. Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	**FORM TITLE**
DB-120.1	Certificate of Disability Benefit Insurance
DB-155	Certificate of Disability Benefit Self-Insurance
CE-200	Certificate of Attestation of Exemption – (no employees)

An ACORD form is **NOT** an acceptable proof of Workers' Compensation coverage. **ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME** The State of New York and The New York State Department of Environmental Conservation, Division of Water, 625 Broadway, Albany, NY 12233-3500, as the Entity Requesting Proof of Coverage.

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Additional information can be obtained at the Worker's Compensation website:
http://www.wcb.ny.gov/content/main/Employers/Employers.jsp

Upon review of the scope of work outlined in the Grant Application by the Department, the following types of liability insurance may be required:

c) Commercial General Liability Insurance with a limit of not less than $2,000,000 each occurrence, and $5,000,000 General aggregate. Such insurance shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal and advertising injury, cross liability assumed in a contract (including tort liability of another assumed in a contract). Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

d) Business Automobile Liability with a limit of not less than $1,000,000 each accident. Such insurance shall cover liability arising out of any registered motor vehicle including owned, leased, hired and non-owned vehicles. If the Contractor does not own, rent or lease any registered vehicles and will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. The Contractor shall assume full responsibility and liability that owners and operators of any registered vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

e) Environmental Liability with a limit of not less than $1,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's Work.

f) Professional Liability Insurance includes coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants. The Contractor, any subcontractor or supplier retained by the Contractor to work on the contract shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of $1,000,000. The professional liability insurance may be issued on a claims-made policy form, in which case the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

g) Marine Protection & Indemnity: Anytime the activity involves work on navigable water or the work is connected to water related activities, the Contractor shall procure Marine Protection & Indemnity and Hull and Machinery coverage, if available. Hull and Machinery coverage shall be provided for the total value of the watercraft or equipment. The Contractor shall obtain Protective and Indemnity Liability insurance for all marine operations under the contract, with a minimum $2,000,000 limit.

Should the Contractor engage a subcontractor, the Contractor shall impose the insurance requirements of this document on the subcontractor. Contractor shall determine the required insurance types and limits, commensurate with the work of the Subcontractor. The Contractor will maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor's records.

III. Requirements for all Non-Agricultural Nonpoint Source Planning Projects

1. Eligible costs:

- Funding can be used for the preparation of planning reports, feasibility studies, and supplemental costs as listed by grant category.

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- Activities to determine the scope of water quality issues, evaluation of alternatives, and the recommendation of an improvement project, including sampling and monitoring associated with the planning studies/reports.
- Salary and fringe
- Contractual costs
- Travel
- On-site evaluations
- Any necessary environmental review (e.g. SEQR, SHPO, Coastal Consistency) for the recommended project
- Administrative costs

2. **Ineligible costs/reports:**
   - Reports for projects that have already received Water Quality Improvement Project (WQIP) grant funding
   - Reports for projects specially identified within a Resilient NY Flood Mitigation Study Report, Local Flood Analysis Report, Stream Management Plan, New York Rising Plan, County All Hazard Mitigation Plan, Army Corps of Engineers flood study, or other comparable flood study AND has been evaluated using hydraulic modeling
   - Coastal storm and erosion risk management reports that propose hardened vertical structures such as seawalls and bulkheads.
   - Costs incurred outside the start and end date of the contract
   - Post installation / follow-up monitoring
   - Feasibility reports for algaecide use
   - Construction costs
   - Reports for projects that have already received funding for planning from another State source
   - Equipment
   - Indirect costs (e.g. space/property rent, utilities, and other office supplies)
   - Legal fees

3. **Report requirements for all projects:**
   - All reports and studies must be prepared by a qualified professional as indicated in Table 1 below.
   - Reports and studies must be prepared and stamped by a professional engineer when required by New York State Education Law.
   - If the project is within a 0.2% or 1% floodplain, the following must be included in the planning and design of the project, if applicable:
     - A site plan with the contours indicating the Special Flood Hazard Area (1% floodplain), Coastal High Hazard Area, or 0.2% floodplain
     - Location of and elevation of non-critical and critical equipment
     - Certification of floodproofing
     - A floodway analysis with a no-rise certificate if the project is within a regulated floodway.
     - Fulfillment of Federal Emergency Management Agency (FEMA National Flood Insurance Program Special Flood Hazard Area process requirements, where applicable (https://dec.ny.gov/environmental-protection/water/water-quantity/dam-safety-coastalflood-protection/floodplain-management).

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Table 1: NPG Professional Requirements

Funding Category	Report Type	Professional Requirement
Decentralized Municipal Wastewater Treatment Facilities for Failing On-Site Treatment Systems	Engineering Feasibility Study	Professional Engineer
Green Infrastructure	Engineering Feasibility Study	Professional Engineer
Stormwater Retrofits	Engineering Feasibility Study	Professional Engineer
Streambank/Shoreline Stabilization	Engineering or conceptual design report	Professional Engineer
Comprehensive Stream Corridor Assessment	Comprehensive stream corridor assessment study	Professional engineer with 2 years of relevant experience; OR professional hydrologist or professional geologist with 2 years of relevant experience; OR bachelor's degree in hydrology or a related field with 2 years of relevant experience; OR associate degree in hydrology or a related field with 5 years of relevant experience
Stream Debris Management Plan	Management Plan	Completed Post-Flood Emergency Stream Intervention Training[1]
In-waterbody Controls for Nutrients	Feasibility study or engineering report	Professional Engineer
	Professional study report	Professional engineer; OR certified lake manager[2]; OR master's degree in limnology or related field; OR bachelor's degree in limnology or related field with 2 years of relevant experience
	Long-term operation and maintenance plan	Professional Engineer

[1] As provided by Soil and Water Conservation Districts: https://www.dec.ny.gov/lands/89755.html
[2]Certified by the North American Lake Management Society: https://www.nalms.org/product/certified-lake-manager-clm-or-professional-clp/

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Funding Category	Report Type	Professional Requirement
Bathing Beach Restoration	Beach Sanitary Survey	Professional engineer with 2 years of relevant experience OR environmental health professional (sanitarian or environmental health technician) with 2 years of relevant experience OR bachelor's degree in environmental health or a related field with 2 years of relevant experience OR associate degree in environmental health or a related field with 5 years of relevant experience.
	Engineering Feasibility Study	Professional Engineer
Stream Culvert Repair and Replacement	Feasibility Study	Professional Engineer
	Culvert site assessment report	Trained and certified by North Aquatic Connectivity Collaborative (NAACC)
Berm Removal	Engineering Feasibility study	Professional Engineer
Floodplain Creation/Restoration/ Reconnection	Engineering Feasibility study	Professional Engineer
Wetland Creation/Restoration	Engineering Feasibility study	Professional Engineer
Coastal Storm and Erosion Risk Management	Engineering Feasibility Study	Professional Engineer
Winter Road Maintenance	Management Plan	Highway or traffic professional with five or more years of experience
Dam Safety	Engineering Report	Professional Engineer that has prepared at least 3 other dam safety engineering reports, submitted to the DEC Division of Water Dam Safety section, performed under their supervision for a Class B or C dam in NYS.

4. **Match:** All grants require a local match equal to ten percent of the grant amount. The match can include cash and/or in-kind services. Only costs eligible for this grant may be used as match. Match funds cannot come from other New York State funding sources but may come from federal funding sources.

5. **Grant payment:** The grant will be disbursed based on the awardee's progress toward completion of an acceptable report or final deliverable.
   - Soil and Water Conservation Districts are eligible for a one-time advance payment of up to twenty-five percent of the grant amount for project start-up funding. After the advance

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payment, all additional payments will be made on a reimbursement basis; however, no additional payments will be made until the SWCD provides documentation showing that all of the advance payment was spent on the project.

- Municipalities are not eligible for advance payments. All payments to municipalities will be made on a reimbursement basis.
- All awardees may apply for reimbursement of eligible expenses on a calendar quarter basis after the contract between the Department and the grant recipient is executed. All reimbursement requests must be accompanied by a narrative progress report covering the same period as the reimbursement request.
- The final reimbursement will be made to the awardee when the report and/or final deliverable is complete and accepted by DEC.

6. **Federal Grant Match:** The Department reserves the right to use some or all funding paid to the Contractor via this Contract as match for federal grants that the Department either has already received or may receive in the future, or as match for federal grants received by partner organizations collaborating with the Department. To ensure that the Department, the Contractor, and partner organizations comply with federal grant rules, the Contractor shall request approval from the Department if the Contractor wishes to use this funding as match for its own federal grant(s).

IV. Additional Requirements for Decentralized Municipal Wastewater Treatment Facilities for Failing On-Site Treatment Systems Projects

1. **Eligible report:** An engineering feasibility study report for municipally-owned decentralized wastewater treatment facilities in areas with failing on-site treatment systems, including the necessary collection and conveyance system. The decentralized wastewater treatment facility must consist of a subsurface treatment and disposal system designed in accordance with DEC standards. Collection may take the form of either a septic tank effluent pump (STEP), septic tank effluent gravity (STEG), grinder pump or gravity sewer system. An engineering feasibility study report may include conceptual designs and necessary percolation tests.

2. **Report requirements:** Engineering reports must follow the NYS Environmental Facilities Corporation/DEC Engineering Report Outline for New York State Wastewater Infrastructure Projects (https://efc.ny.gov/epg).

V. Additional Requirements for Green Infrastructure Projects

1. **Eligible reports:** An engineering feasibility study report for projects that: construct green infrastructure to address combined sewer overflows, reduce a pollutant impacting a receiving waterbody, or address a regional water quality issue; or install green infrastructure retrofits designed to capture and remove the pollutant contributing to a water quality impairment or reduce localized flooding. Green Infrastructure practices are limited to bioretention, rain gardens, constructed wetlands, porous pavement, green roofs, downspout disconnection, stormwater street trees, stormwater harvesting and reuse, and stream daylighting. All Green Infrastructure projects must be designed in accordance with the current *New York State Stormwater Design Manual* and must go above and beyond the water quality volume treatment and/or reduction requirements listed in the SPDES Construction General Permit. An engineering feasibility study report must include conceptual designs and infiltration tests, if applicable.

2. **Report requirements:** Feasibility studies must include all Required Elements listed in the Green Infrastructure or Stormwater Retrofits Feasibility Study Outline (https://www.dec.ny.gov/pubs/116725.html).

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VI. Additional Requirements for Stormwater Retrofits

1. **Eligible reports:** An engineering feasibility study report for projects that: construct stormwater retrofits to reduce a pollutant impacting a receiving waterbody or address a regional water quality issue or reduce localized flooding. Eligible practices are limited to those identified in Chapters 5 and 6 of the *NYS Stormwater Design Manual*. All projects must be designed in accordance with the *current NYS Stormwater Design Manual*. An engineering feasibility study report must include conceptual designs and infiltration tests (if applicable) and must include load reduction information.

2. **Report requirements:** Feasibility studies must include all Required Elements listed in the Green Infrastructure or Stormwater Retrofits Feasibility Study Outline (https://www.dec.ny.gov/pubs/116725.html).

VII. Additional Requirements for Streambank/Shoreline Stabilization Projects

1. **Eligible reports:** An engineering or conceptual design report for qualifying nature-based or "soft engineering" streambank or shoreline stabilization projects to reduce erosion, enhance flood resilience, and improve water quality and riparian/coastal habitats. Streambank or shoreline projects must incorporate natural features and materials alone or in combination with a minimal use of structural components to manage erosion. Streambank/shoreline stabilization projects may include, but are not limited to, natural buffer zones, "living" sills or breakwaters, beach and dune restoration and/or nourishment, nature-based stabilization techniques such as tree/rootwad revetments, staking, live crib walls, and vegetated geogrids.

2. **Report requirements:**
   - Engineering reports must include all Required Elements listed in the Streambank/Shoreline Stabilization Engineering Design Report Outline (https://www.dec.ny.gov/pubs/116725.html)
   - For projects requiring a permit, engineering designs must meet the minimum Protection of Waters permit requirements (https://www.dec.ny.gov/permits/6042.html), NY's Coastal Consistency requirements (https://dos.ny.gov/coastal-consistency-review), or other State or Federal permit requirements, as applicable.
   - Projects within a regulatory floodway may require a hydrological & hydraulic (H&H) analysis conducted by a professional engineer to demonstrate no-rise (0.00 feet) in the base flood elevation, as required under the National Flood Insurance Program (https://dec.ny.gov/environmental-protection/water/dam-safety-coastal-flood-protection/floodplain-management).

VIII. Additional Requirements for Comprehensive Stream Corridor Assessments

1. **Eligible reports:** A comprehensive stream corridor assessment study to identify areas of erosion across a watershed area. The comprehensive stream corridor study must be completed for a minimum of a HUC 12 size watershed area and must identify and/or prioritize opportunities for streambank stabilization, riparian buffer restoration, floodplain reconnection and/or culvert replacement and repair. Flood risk assessment and modeling may be included as part of the comprehensive study.

2. **Report requirements:** Comprehensive stream assessment studies must include all Required Elements listed in the Streambank Corridor Study Outline (https://www.dec.ny.gov/pubs/116725.html).

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IX. Additional Requirements for Stream Sediment and Debris Management Plans

1. **Eligible reports:** A management plan report to identify areas within a stream basin where sediment and debris build-up contribute to flooding risk and collect information necessary to develop recommendations to reduce those risks. As part of the management plan, practical flood risk reduction projects and strategies must be identified, where possible.

2. **Report requirements:** Management plans must include all Required Elements listed in the Stream Sediment and Debris Management Plan Outline. (https://www.dec.ny.gov/pubs/116725.html).

X. Additional Requirements for In-Waterbody Controls for Nutrients

1. **Eligible reports:** 1) A feasibility study or engineering report for projects that reduce internal loading of nutrients (mainly phosphorus) within waterbodies. Eligible practices to address these issues include: hypolimnetic aeration, aeration destratification systems for polymictic lakes, hypolimnetic withdrawal, and dredging and/or 2) a professional study report that provides justification for use of the best management practice (BMP) recommended by the above feasibility study or engineering report. For destratification systems, the professional study must identify the waterbody as a polymictic lake and/or 3) A written plan report for the long-term operation and maintenance of the BMP recommended by the above professional study or engineering report.

2. **Report requirements:** Feasibility study/engineering reports must include all Required Elements listed in the In-Waterbody for Control of Nutrients Feasibility Study/Engineering Report Outline (www.dec.ny.gov/pubs/116725.html).

XI. Additional Requirements for Bathing Beach Restoration Projects

1. **Eligible reports:** 1) A beach sanitary survey and/or 2) A feasibility study for projects recommended in beach restoration green infrastructure reports or sanitary survey reports. Projects may include porous pavement, bio-infiltration/bioretention, rain gardens, stormwater tree trenches, beach sand enrichment, beach sloping/grading, constructed wetlands.

2. **Report requirements:**
   - Beach sanitary surveys must include all Required Elements listed in the Beach Sanitary Survey Study Outline (www.dec.ny.gov/pubs/116725.html).
   - Feasibility studies must include all Required Elements listed in the Green Infrastructure or Stormwater Retrofit Feasibility Study Outline (www.dec.ny.gov/pubs/116725.html).

XII. Additional Requirements for Stream Culvert Repair and Replacement Projects

1. **Eligible reports:** 1) Stream culvert site assessment report for projects to address erosion caused by inadequately sized or failing culverts and/or 2) An engineering feasibility study or engineering design report for stream culvert repair or replacement projects to address erosion.

2. **Report requirements:**
   - Stream culvert assessments must utilize the North Atlantic Aquatic Connectivity Collaborative (NAACC) framework (https://streamcontinuity.org/naacc) to identify aquatic barriers, in addition to identifying erosion issues.
   - Feasibility study/engineering reports must include all Required Elements listed in the Stream Culvert Repair and Replacement Feasibility Study/Engineering Report Outline (https://www.dec.ny.gov/pubs/116725.html).

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- Culvert replacement projects should be designed, at a minimum, to meet New York State Department of Transportation's Highway Design Manual Chapter 8 (https://www.dot.ny.gov/divisions/engineering/design/dqab/hdm/chapter-8) for culverts, and incorporate elements required by the National Flood Insurance Program's floodway analysis (https://dec.ny.gov/environmental-protection/water/water-quantity/dam-safety-coastal-flood-protection/floodplain-management).
- Projects within a regulatory floodway may require a hydrological & hydraulic (H&H) analysis conducted by a professional engineer to demonstrate no-rise (0.00 feet) in the base flood elevation, as required under the National Flood Insurance Program (https://dec.ny.gov/environmental-protection/water/water-quantity/dam-safety-coastal-flood-protection/floodplain-management).

XIII. Additional Requirements for Berm Removal Projects

1. **Eligible reports:** An engineering feasibility study or engineering design report for removal of berms located along streams, which prevent flood flows (i.e., bankfull and greater flood flow events) from accessing the floodplain projects to increase flood resiliency. Berms are defined as side-cast streambed material, soil or other type(s) of fill material that are placed on, adjacent or in proximity to the streambank, thereby preventing floodwaters from accessing its floodplain. Berm removal projects include the following: (1) removal of side-cast streambed material that was placed at the top of the streambank; (2) removal of soil, stone, or other fill material placed at the top of the streambank, adjacent to the streambank or within the stream's floodplain, which limits or precludes flood waters from accessing it floodplain, or (3) removal of other types of physical structure(s) that impede floodwater flows into floodplain.

2. **Report requirements:**
   - Feasibility study/engineering reports must include all Required Elements listed in the Berm Removal Engineering Design Report Outline (https://www.dec.ny.gov/pubs/116725.html).
   - The engineering design report must include a detailed description of the existing site conditions and the proposed work that will be completed under this project.
   - Engineering designs must meet the minimum Protection of Waters permit requirements (https://www.dec.ny.gov/permits/6042.html).
   - Projects within a regulatory floodway may require a hydrological & hydraulic (H&H) analysis conducted by a professional engineer to demonstrate no-rise (0.00 feet) in the base flood elevation, as required under the National Flood Insurance Program (https://dec.ny.gov/environmental-protection/water/water-quantity/dam-safety-coastal-flood-protection/floodplain-management).

XIV. Additional Requirements for Floodplain Creation/Restoration/Reconnection Projects

1. **Eligible reports:** An engineering design report to increase flood resiliency through the creation, restoration and/or reconnection of stream to its floodplain. Floodplain creation/restoration/reconnection projects include but are not limited to the following: (1) the creation of a new natural floodplain where one does not currently exist; (2) the restoration, enhancement, or expansion of an existing floodplain; or (3) the reconnection of a stream to its natural floodplain as a result of stream channel entrenchment.

2. **Report Requirements:**
   - Engineering design reports must include all Required Elements listed in the Floodplain Creation/Restoration/Reconnection Engineering Design Report Outline (https://www.dec.ny.gov/pubs/116725.html).

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- The engineering design report must include a detailed and accurate description of the existing conditions and the proposed work that will be completed under the project.
- Engineering designs must meet the minimum Protection of Waters permit requirements (https://www.dec.ny.gov/permits/6042.html).
- Projects within a regulatory floodway may require a hydrological & hydraulic (H&H) analysis conducted by a professional engineer to demonstrate no-rise (0.00 feet) in the base flood elevation, as required under the National Flood Insurance Program (https://dec.ny.gov/environmental-protection/water/water-quantity/dam-safety-coastal-flood-protection/floodplain-management).

XV. Additional Requirements for Wetland Creation/Restoration Projects

1. **Eligible report:** An engineering design report for creation/restoration projects. Wetland creation/restoration projects include but are not limited to the following: (1) creation of a wetland where one does not currently exist; (2) restoration or re-establishment of a former naturally occurring wetland through various ecological restoration techniques (e.g., re-establishment of hydrology through removal of under-ground drain tiles, plugging open ditches or excavation of hydric soils to create depressions, re-establishment of native wetland vegetation, etc.); and (3) rehabilitation of a degraded wetland.

2. **Report requirements:**
   - Engineering design reports must include all Required Elements listed in the Wetland Creation/Restoration Engineering Report Outline (https://www.dec.ny.gov/pubs/116725.html).
   - The engineering design report must include a detailed and accurate description of the existing conditions and the proposed work, which may include a combination of ecological restoration techniques.
   - Projects within a regulatory floodway may require a hydrological & hydraulic (H&H) analysis conducted by a professional engineer to demonstrate no-rise (0.00 feet) in the base flood elevation, as required under the National Flood Insurance Program (https://dec.ny.gov/environmental-protection/water/water-quantity/dam-safety-coastal-flood-protection/floodplain-management).

XVI. Additional Requirements for Coastal Storm and Erosion Risk Management Projects

1. **Eligible reports:** An engineering or conceptual design report for qualifying projects for coastal storm risk management or coastal erosion management projects. Non-structural and nature-based measures are preferred to hard structural measures and will be given priority over hard structural measures. Hard structure measures should only be proposed in situations where an alternatives analysis demonstrates that non-structural or nature-based features will not provide adequate risk reduction for a given location.

2. **Report requirements:**
   - Engineering design reports must include all Required Elements listed in the Coastal Storm and Erosion Risk Management Engineering Design Report Outline (https://www.dec.ny.gov/pubs/116725.html).
   - Each report must include an evaluation of the level of risk reduction that is necessary for the project area, and an alternatives analysis to identify a plan that will provide the necessary risk reduction while preventing or minimizing negative impacts to natural systems and the environment.
   - At a minimum, the alternatives below should be considered and evaluated:
     - No-action alternative: Describe the outcomes if the proposed project is not undertaken

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- Non-structural measures: Evaluate at least one alternative that adjusts the land use, footprint, and/or site design to avoid or minimize risks to public or private property and conserves natural features and processes that reduce risk over the project lifespan. Applicants should consider options such as moving structures away from the shoreline to reduce their risk from flooding and erosion, reducing or adjusting the structure footprint, elevating structures, and incorporating a vegetated buffer between land use and natural features
- Nature-based features: If a non-structural solution is not feasible, evaluate at least one alternative that restores natural features or processes to the project site or uses nature-based features that mimic natural features and processes. Applicants should consider options such as living shorelines, beach/dune nourishment, and bluff/bank re-grading with vegetative plantings.
- Hard structural measures: If none of the above alternatives are feasible, evaluate at least one hard structural alternative. These alternatives include things like groins, breakwaters, and revetments.

- Guidance on evaluating alternatives can be found in DEC's REDI Coastal Homeowner Handbook (https://www.dec.ny.gov/docs/water_pdf/redicoastalv11.pdf).
- Projects proposing offshore structures such as groins, breakwaters or jetties must not adversely affect littoral drift and downdrift areas. Modeling must be conducted for offshore structures and demonstrate that sediment movement will still be maintained in and around the offshore structure(s)
- For projects requiring a permit, engineering designs must meet the minimum Coastal Erosion Management (CEHA) permit requirements(https://www.dec.ny.gov/permits/6064.html), Tidal (Tidal Wetlands Permit Program - NYSDEC /Freshwater Wetlands requirements (https://www.dec.ny.gov/permits/6277.html), Protection of Waters permit requirements (https://www.dec.ny.gov/permits/6042.html), NY's Coastal Consistency requirements (https://dos.ny.gov/coastal-consistency-review), or other State or Federal permit requirements, as applicable.
- Projects within a regulatory floodway may require a hydrological & hydraulic (H&H) analysis conducted by a professional engineer to demonstrate no-rise (0.00 feet) in the base flood elevation, as required under the National Flood Insurance Program (https://dec.ny.gov/environmental-protection/water/water-quantity/dam-safety-coastal-flood-protection/floodplain-management).
- Long term project maintenance should be considered during planning and design, and a maintenance plan for the project developed.
- Any proposed hard structural measures, such as seawalls, revetments, and breakwaters, must include a cost benefit analysis that demonstrates the public benefits clearly outweigh the long-term adverse effects to the natural systems and environment.
- Any proposed hard structural measures must still incorporate nature-based features to the greatest extent possible.

XVII. Additional Requirements for Winter Road Maintenance Projects

1. **Eligible reports:** A management plan report for winter road maintenance to outline proposed road salt reducing practices at the municipal level. The plan must identify current practices and proposed best management practices to reduce road salt application.

2. **Report Requirements**: Management plans must include all Required Elements listed in the Winter Road Maintenance Outline (https://dec.ny.gov/get-involved/grant-applications/non-agricultural-nonpoint-source-planning-ms4-mapping-grant).

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XVIII. Additional Requirements for Dam Safety Projects

1. **Eligible reports:** An engineering design report for a Class C (high) or Class B (Intermediate) hazard dam, owned by a municipality. The engineering design report will include the proposed repair alternative that will bring the dam into conformance with NYSDEC Guidelines for Design of Dams (https://www.dec.ny.gov/docs/water_pdf/damguideli.pdf).

2. **Report Requirements**
   - Engineering design reports must include all Required Elements listed in the Dam Safety Engineering Design Report Outline (https://www.dec.ny.gov/pubs/116725.html).
   - Each report must be stamped by a NYS Professional Engineer experienced in dam safety work. The engineer shall have prepared at least 3 other dam safety engineering reports, submitted to the DEC Division of Water Dam Safety section, performed under their supervision for a Class B or C dam in NYS.
   - Each engineering report will be developed in accordance with the DOW TOGS 3.1.4 - Guidance for Dam Engineering Assessment Reports (https://www.dec.ny.gov/docs/water_pdf/damfengarpt.pdf).
   - Each engineering report will include all model assumptions, model input and output data, and executable files.
   - Each report must include a project schedule
   - Dam Safety applicants must submit a current Annual Certification, in conformance with 6 NYCRR Part 673.8 on file with the Department (due by January 31 every year)
   - Dam Safety applicants must submit an Emergency Action Plan

XIX. Additional Requirements for Municipal Separate Storm Sewer Systems (MS4) Mapping:

Funding can be used to complete comprehensive stormwater system maps. This program category encourages and supports cooperation among regulated MS4 Operators to complete mapping of their stormwater system.

1. **Eligible costs:**
   - Salary and fringe benefits
   - Contractual costs
   - Travel
   - Administrative costs

2. **Ineligible costs:**
   - Equipment (e.g., hardware)
   - Software or GIS licenses
   - Development of materials already available through the cooperative stormwater group
   - Operating expenses
   - Indirect costs (e.g., space/property rent, utilities, and office supplies)
   - Legal fees
   - Costs incurred outside the start and end date of the contract

3. Mapping must meet the minimum MS4 permit requirements.

4. Mapping must include the creation or expansion of mapping in a GIS program.

5. All Basic Mapping Elements must be completed before funds can be used for items in the Intermediate or Advanced Mapping Elements categories.

6. Simultaneous mapping of Basic, Intermediate, and Advanced elements is permitted but any unmapped Basic elements must be included in the scope of work.

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7. Information from the Waterbody Inventory/Priority Waterbodies List (WI/PWL) must be included in the maps/deliverables created.

8. Final deliverables must include final map product and final summary report. Required elements for the final deliverables are available at https://www.dec.ny.gov/pubs/116725.html.

XX. **Quality Assurance:** Quality assurance applies to all programs/projects that involve the collection, generation or use of environmental data associated with the mapping, modeling, monitoring, and assessment of water quality data intended for use by the New York State Department of Environmental Conservation for its regulatory purposes. This includes the design or use of water quality focused environmental technology. Guidance and resources for DEC's quality assurance can be found on DEC's quality assurance webpage (https://dec.ny.gov/environmental-protection/water/water-quantity/resilient-ny). Activities associated with these types of programs/projects, conducted in the field or laboratory, shall be:

1. Performed in accordance with an effective quality system for planning and assessing environmental measurements and tests, and for conducting required quality assurance and quality control procedures to promote and maintain the accuracy and reliability of environmental measurements and test results. An effective Quality System includes a Quality Assurance Project Plan (QAPP) based on guidance provided by the USEPA Guidance for Quality Assurance Project Plans (QA/G-5 May 2006), or American National Standard ASQ/ANSI E4:2014: Quality management systems for environmental information and technology programs—Requirements with guidance for use, approved February 4, 2014.

2. The fulfillment of the data verification, validation, and usability component of QAPP is to be documented in a Data Usability Assessment Report (DUAR).

3. Performed by a laboratory certified by the New York State Department of Health (NYSDOH) under the Environmental Laboratory Approval Program (ELAP) pursuant to Section 502 of the Public Health Law. This requirement shall not apply to specific parameters where NYS DOH ELAP has not issued a certificate for the specific parameter.

4. Performed in a manner that ensures all requisite quality control and calibration requirements are met, including field testing, sample collection, preservation, and record-keeping. Basic quality assurance and quality control requirements defined in 40 CFR Part 136.7 shall be followed as well as any specific method requirements.

5. Required to submit environmental monitoring data electronically to US EPA Water Quality Exchange (WQX) following the guidance as set by US EPA's WQX Submission Instructions.

6. Covered under the Publicity clause (article IV.G.) of the Master Contract for Grants – Standard Terms and Conditions. Specifically, the Contractor agrees that any work products, including but not limited to, water quality data or environmental information; measured, generated, or developed under this contract shall not be released, published, cited, or shared in draft or final form without prior written authorization from the Department.

7. At a minimum, performed in accordance with water quality standards in 6 NYCRR Part 703 and/or guidance values in Technical and Operational Guidance Series (TOGS) 1.1.1. Projects designed to assess water quality or inform regulatory decisions must measure parameters with applicable water quality standards and/or guidance values.

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ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Fixed Term
Contract Term: 05/13/2024 - 05/13/2027
Contract Amount: $67,500.00

Contract Period Information Details
For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	05/13/2024 - 05/13/2027	$67,500.00			Y	Y

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ATTACHMENT B-1 - EXPENDITURE BASED BUDGET SUMMARY

PROJECT NAME: DOW NPG R5
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 05/13/2024
To: 05/13/2027

CATEGORY OF EXPENSE	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1) Personal Services					
a) SALARY	$0.00	$7,500.00	100%	$0.00	$7,500.00
b) FRINGE	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$0.00	$7,500.00	100%	$0.00	$7,500.00
2) Non Personal Services					
a) CONTRACTUAL	$67,500.00	$0.00	0%	$0.00	$67,500.00
b) TRAVEL	$0.00	$0.00	0%	$0.00	$0.00
c) EQUIPMENT	$0.00	$0.00	0%	$0.00	$0.00
d) SPACE/PROPERTY RENT	$0.00	$0.00	0%	$0.00	$0.00
e) SPACE/PROPERTY OWN	$0.00	$0.00	0%	$0.00	$0.00
f) UTILITIES	$0.00	$0.00	0%	$0.00	$0.00
g) OPERATING EXPENSES	$0.00	$0.00	0%	$0.00	$0.00
h) OTHER	$0.00	$0.00	0%	$0.00	$0.00
Subtotal	$67,500.00	$0.00	0%	$0.00	$67,500.00
Total	$67,500.00	$7,500.00	11%	$0.00	$75,000.0

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ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL WORKSHEET

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUN
1. Senior Engineer Assistant	$7,500.00	19.00	100.00	12.00	$0.00	$7,500.00	100%	$0.00	$7,500
Sub Total					$0.00	$7,500.00	100%	$0.00	$7,500
FRINGE									
TYPE/DESCRIPTION									
					$0.00	$0.00	0%	$0.00	$0.
Sub Total					$0.00	$0.00	0%	$0.00	$0.
Personal Services Total					$0.00	$7,500.00	100%	$0.00	$7,500

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ATTACHMENT B-1 - EXPENDITURE BASED BUDGET
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE - SALARY

PERSONAL SERVICES NARRATIVE - FRINGE

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ATTACHMENT B-1 - EXPENDITURE BASED BUDGET

NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Contractor	$67,500.00	$0.00	0%	$0.00	$67,500.
Total	$67,500.00	$0.00	0%	$0.00	$67,500

CONTRACTUAL NARRATIVE

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ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: DOW NPG R5
CONTRACTOR NAME: AMHERST TOWN OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 05/13/2024
To: 05/13/2027

The Town of Amherst will use funds to hire a professional consultant to conduct follow up field work and data gathering to reconcile mapping and update GIS maps with watershed boundaries and other data for incorporation into the stormwater management plan in southeast Amherst. Town Staff will assist the retained consultant with map reconciliation and GIS mapping. The project goal is to update the GIS mapping and improve water quality in the surrounding waterway throughout the Town of Amherst.

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ATTACHMENT C – WORK PLAN
DETAIL

Objective
1 Field Work - Perform field work capturing storm structures using GIS equipment as well as confirming pipe size and layouts
Task
1.1 Field Work - Confirm location of existing storm structures and verify pipes
Performance Measures
1.1.1 Verify - verify map information
Objective
2 GIS Mapping - Input all field work information as well as changes made to create an updated storm map
Task
2.1 GIS Mapping - Input all field work information and changes made to the paper maps to create an up-to-date storm map
Performance Measures
2.1.1 Update Map - Create the updated map
Objective
3 Stormwater Management - Update the Stormwater Management Plan
Task
3.1 Stormwater Management Plan - Use the information gathered to update the Town's Stormwater management plan accordingly
Performance Measures
3.1.1 SWMP Update - Update the Town's SWMP
Objective
4 Existing Maps - Gather and review existing stormwater maps and record maps for a basis of field work needed
Task
4.1 Existing Town Map - Provide existing stormwater index map as well as the maps created by WNY Storm Coalition
Performance Measures
4.1.1 Provide Existing Maps - Provide all existing Town Maps and Resources
Task
4.2 Record Map - Gather all known record maps and verify the existing maps properly portray the record information
Performance Measures
4.2.1 Provide Maps - Provide all maps that the Town has for the project area

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ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

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

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

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

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

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

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

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

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

11. The State shall not be liable for payments on the Contract if it is made pursuant to a

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Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

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

B. Advance Payments and Claiming Requirements:

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

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

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

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

Schedule A: Claiming Requirement

Period 1: 05/13/2024 - 05/13/2027			
Claim Number	**Claim Type**	**Claim Period**	**Due Date**
1	Quarterly Reimbursement	05/13/2024 - 08/12/2024	09/11/2024
2	Quarterly Reimbursement	08/13/2024 - 11/12/2024	12/12/2024
3	Quarterly Reimbursement	11/13/2024 - 02/12/2025	03/14/2025
4	Quarterly Reimbursement	02/13/2025 - 05/12/2025	06/11/2025
5	Quarterly Reimbursement	05/13/2025 - 08/12/2025	09/11/2025
6	Quarterly Reimbursement	08/13/2025 - 11/12/2025	12/12/2025
7	Quarterly Reimbursement	11/13/2025 - 02/12/2026	03/14/2026
8	Quarterly Reimbursement	02/13/2026 - 05/12/2026	06/11/2026
9	Quarterly Reimbursement	05/13/2026 - 08/12/2026	09/11/2026
10	Quarterly Reimbursement	08/13/2026 - 11/12/2026	12/12/2026
11	Quarterly Reimbursement	11/13/2026 - 02/12/2027	03/14/2027
12	Quarterly Reimbursement	02/13/2027 - 05/12/2027	06/11/2027

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

    - For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

Attachment: AGREEMENT (RES-2025-937 : Stormwater Mapping Project – Phase 2 CRS #5898)

- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.

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

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

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

9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

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

2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

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

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

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

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

Attachment: AGREEMENT (RES-2025-937 : Stormwater Mapping Project – Phase 2 CRS #5898)

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).

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

Schedule B: Progress Reporting Requirements

Period 1: 05/13/2024 – 05/13/2027			
Progress Report	**Report Type**	**Report Period**	**Due Date**
1	Progress Report	05/13/2024 - 08/12/2024	09/11/2024
2	Progress Report	08/13/2024 - 11/12/2024	12/12/2024
3	Progress Report	11/13/2024 - 02/12/2025	03/14/2025
4	Progress Report	02/13/2025 - 05/12/2025	06/11/2025
5	Progress Report	05/13/2025 - 08/12/2025	09/11/2025
6	Progress Report	08/13/2025 - 11/12/2025	12/12/2025
7	Progress Report	11/13/2025 - 02/12/2026	03/14/2026
8	Progress Report	02/13/2026 - 05/12/2026	06/11/2026
9	Progress Report	05/13/2026 - 08/12/2026	09/11/2026
10	Progress Report	08/13/2026 - 11/12/2026	12/12/2026
11	Progress Report	11/13/2026 - 02/12/2027	03/14/2027
12	Progress Report	02/13/2027 - 05/12/2027	06/11/2027
13	Final Report	05/13/2024 - 05/13/2027	07/13/2027

E. Special Payment and Reporting Provisions:

Period 1:

Attachment: AGREEMENT (RES-2025-937 : Stormwater Mapping Project – Phase 2 CRS #5898)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 31046 **RESOLUTION 2025-938** **WITHDRAWN**

Approve Piggyback Contract for Mfg Playground Equipment CRS #5839

WHEREAS, the Youth & Recreation Department is requesting approval to piggyback on Sourcewell Contract #010521-LTS with Denzak Recreational Design & Supply Inc for Commercial Playground Manufacturer Equipment and

WHEREAS, the contract terms will be from February 15, 2021 through February 17, 2026.

NOW, THEREFORE BE IT RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Denzak Recreational Design & Supply Inc; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System, CRS #5839 and the Town Attorney approval.

FINANCIAL IMPACT:

A7110 : 4290

$15,117.47

RESULT: WITHDRAWN

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: OE25007193
CUSTOMER: 1422A03
PROJECT: 25008745

Prepared For:

AMHERST, TOWN OF
PARKS DEPT.
450 MAPLE RD.
WILLIAMSVILLE, NY 14221
000-000-0000 Ext. (phone)

Project Name & Location:

Town of Amherst Parks

Attn: Amherst Parks

Prepared by:

DENZAK RECREATIONAL DESIGN & SUPPLY INC.
Joe Denzak
PO BOX 15517
SYRACUSE, NY 13215

Ship To Address:

Dominic Creamer
Town of Amherst
1042 North Forest Road
Buffalo, NY 14221
(716) 631-7117 (phone)

End User:

Dominic Creamer
Town of Amherst
1042 North Forest Road
Buffalo, NY 14221
(716) 631-7117 (phone)
dcreamer@amherst.ny.us

Quote Number: OE25007193
Quote Date: 9/16/2025
Valid For: 30 Days From Quote Date

Eggertsville Community Park

Product line: Freestanding
Age group: 5-12_ASTM

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	1.00	10.00	163.00	163.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	1.00	15.00	238.00	238.00
994167BK	FRICTION WEAR MAT - 32" x 54", BLACK	1.00	80.00	208.00	208.00
AW2801	ANTI-WRAP (1) HANGER 2 3/8" OD TOP RAIL	8.00	5.00	232.00	1,856.00

Total: 2465.00

Dellwood Park

Product line: Freestanding
Age group: 5-12_ASTM

Attachment: DOC102125-102120250837 36 (RES-2025-938 : Approve Piggyback Contract for Mfg Playground Equipment CRS#5839)

Components

Part Number	Description	Qty	Weight	Unit Price	Total
110018	NUT 5/16-18 X 3/4 CAMTAINER 6-LOBE 18-8	1.00	0.30	3.55	3.55
117003	WASHER 5/16 FLAT 18-8 SS	1.00	0.01	1.19	1.19
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	2.00	15.00	238.00	476.00
304126	BOLT 5/16-18 X 3/4 BHD SKT 18-8 SS	1.00	0.30	3.55	3.55
MR0930SJ	SALE - 3.5" ARCH SWING (2 SEATS)	1.00	296.00	2,369.00	2,369.00
MR0932SJ	SALE - 3.5" ARCH SWG- ADD-A-BAY (2 SEATS)	1.00	189.00	1,659.00	1,659.00

Total: 4512.29

Briarhurst Park

Product line: Freestanding
Age group: 5-12_ASTM

Components

Part Number	Description	Qty	Weight	Unit Price	Total
2840	SWG PART SLASH PROOF SEAT W/CHAIN (8' TR)	2.00	10.00	163.00	326.00
2990	SWG PART TOT SEAT 360 DEG W/CHAIN (8' TR)	2.00	15.00	238.00	476.00
AW2801	ANTI-WRAP (1) HANGER 2 3/8" OD TOP RAIL	8.00	5.00	232.00	1,856.00

Total: 2658.00

RiskSign_Included

Product line: Freestanding
Age group:

Components

Part Number	Description	Qty	Weight	Unit Price	Total
787Z	RISK MANAGEMENT SIGN - ENGLISH (NO PRICE)	1.00	0.00	0.00	0.00

Total: 0.00

Creekwood Park

Product line: Freestanding
Age group: 5-12_ASTM

Components

Part Number	Description	Qty	Weight	Unit Price	Total
MR0930SJ	SALE - 3.5" ARCH SWING (2 SEATS)	1.00	296.00	2,369.00	2,369.00

Attachment: DOC102125-10212025083736 (RES-2025-938 : Approve Piggyback Contract for Mfg Playground Equipment CRS#5839)

Total: 2369.00

Kingsgate Park

Product line: Freestanding
Age group: 5-12_ASTM

Components

Part Number	Description	Qty	Weight	Unit Price	Total
MR0930SJ	SALE - 3.5" ARCH SWING (2 SEATS)	1.00	296.00	2,369.00	2,369.00
MR0932SJ	SALE - 3.5" ARCH SWG- ADD-A-BAY (2 SEATS)	1.00	189.00	1,659.00	1,659.00

Total: 4028.00

Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE)	1.00	0.00	0.00	0.00
925961	THUMB DRIVE 2GB - MREC	1.00	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1.00	0.00	0.00	0.00

Totals:

Equipment Weight:	1,531.61 lbs
Equipment List:	$16,032.29
Discount Amount:	-$1,283.00
Freight:	$368.18 Code: Needed
SubTotal:	$15,117.47
Grand Total:	**$15,117.47**

Notes:

GRAND TOTAL INCLUDES:
-EQUIPMENT ONLY

INSTALLATION NOT INCLUDED

PRICING BASED ON SOURCEWELL CONTRACT 010521-LTS

This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from

Attachment: DOC102125-102120250837 36 (RES-2025-938 : Approve Piggyback Contract for Mfg Playground Equipment CRS#5839)

Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

Quote Number: OE25007193 **Quote Date:** 9/16/2025 **Equipment:** $16,032.29 **Grand Total:** $15,117.47

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:

Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or

Attachment: DOC102125-102120250837 36 (RES-2025-938 : Approve Piggyback Contract for Mfg Playground Equipment CRS#5839)

cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

Attachment: DOC102125-10212025083736 (RES-2025-938 : Approve Piggyback Contract for Mfg Playground Equipment CRS#5839)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 31047 **RESOLUTION 2025-939** **ADOPTED**

Proforce Debris Blower Purchase - CRS #5861

The Youth & Recreation Department is requesting Town Board authorization for the purchase of Proforce Debris Blower from NYS Bid, Group 40625, Award 22792.

Therefore Be It Resolved, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5861) and the approval of the Town Attorney.

Thank you for your time and consideration!

10/27/2025
Consent

FINANCIAL IMPACT:

KP2525

2600

$11,573.29

$11,573.29

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

CONTRACT ROUTING FORM

CRS# 5861

Townwide? Yes (No)

Type: Under 5K (General) Piggyback Quotation Sole Source

Requested TB Date: October 14, 2025

Title: Purchase of Pro Force Debris Blower

Vendor: Grassland Equipment & Irrigation Corp.

Number of Extensions: Ø

Extension Term: N/A

Start/End Dates **YES** **NO**

Contract Period: _____

Prevailing Wage? Article 8 Article 9 (N/A)

ORG: KP2525

OBJECT: 2600

AMOUNT: $ 11,573.29

DESCRIPTION: accessory for a Toro mower

COMMENT: Could not find any US pricing online. When I called several companies for pricing, I was told they couldn't sell to me - I had to go through the authorized dealer for my area, which is Grassland.

APPROVED AS TO CONTENT:

Mary-Diana Pouli

Mary-Diana Pouli, Executive Director

Date Approved: 10/1/25

Date Submitted to CMS: _____

Attachment: DOC102125-10212025090636 (RES-2025-939 : Proforce Debris Blower Purchase - CRS #5861)

COPY

GRASSLAND EQUIPMENT & IRRIGATION CORP. | TORO. Count on it. | VENTRAC

4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740



QMS Quote #	Q44552
Date:	16-Jun-25
Inquiry Date:	
Prices Subject to Change	Quote Expires in 30 Days
Estimated Delivery:	Varies by Product
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: Town of Amherst Recreation
Address: 1615 Manor Drive
City State Zip: Williamsville, New York 14221
Attn: Eric Guzdek
Phone: (716)207-2227
Email Contact: eguzdek@amherst.ny.us

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Gary Hughes
Cell Phone	716 570-2267
Email	ghughes@grasslandcorp.com

Group 40625 Heavy Equipment. Award PGB-22792, NYS Contract: PC69682 Now to April 30, 2026

Qty	Model Number	Description	2025 Sugg. Retail Price	Contract Price	Extension
1	44552	Pro Force Debris Blower	$14,131.00	$11,022.18	$11,022.18
1	101-SETUP	Commercial Set Up	$ 551.11	$ 551.11	$551.11

NOTES	
Delivery Contact Name	
Delivery Contact Phone Number	

Due to the global supply chain, lead times may be substantially longer than normal. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted discount percentages in the event MSRP increases. You will be notified of any price changes prior to delivery and may cancel the order without penalty at that time.

Customer Acceptance Date:

TOTALS		
Equipment Total @ MSRP		$14,131.00
Discount		($3,108.82)
Total Equipment		**$11,022.18**
Toro Protection Plus	$	-
Trade Ins	$	-
Set Up	$	551.11
Total		$11,573.29
		$11,573.29

Attachment: DOC102125-10212025090636 (RES-2025-939 : Proforce Debris Blower Purchase - CRS #5861)

Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: DOC102125-10212025090636 (RES-2025-939 : Proforce Debris Blower Purchase - CRS #5861)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: DOC102125-10212025090636 (RES-2025-939 : Proforce Debris Blower Purchase - CRS #5861)

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

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Grassland Equipment & Irrigation Corp.
Print Name of Company

By: _____
Signature

Nicholas Roe
Printed name

Date: 6/10/2025

Bonita L. Slocum
BONITA L. SLOCUM
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SL6096422
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JULY 28, 2027

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Revised 12.30..19

Attachment: DOC102125-10212025090636 (RES-2025-939 : Proforce Debris Blower Purchase - CRS #5861)

EXHIBIT "1"

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). This list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under a Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will not utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seeking to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certify at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive information that a person is in violation of the above-referenced certification, the Town will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: Grassland Equipment & Irrigation Corp.

Signature: _____

Print Name: Nicholas Roe

Title: Controller

Date: 6/10/2025

Bonita L. Slocum

BONITA L. SLOCUM
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SL6096422
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JULY 28, 2027

Revised 4.2017

Attachment: DOC102125-10212025090636 (RES-2025-939 : Proforce Debris Blower Purchase - CRS #5861)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 31051 **RESOLUTION 2025-940** **ADOPTED**

Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories CRS #5851

The Youth & Recreation Department is requesting Town Board authorization for the purchase of 52" Multiforce 26.5 HP Mower plus accessories from NYS Bid, Group 40625, Award 22792.

Therefore Be It Resolved, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5851) and the approval of the Town Attorney.

Thank you for your time and consideration!

10/27/2025
Consent

FINANCIAL IMPACT:

KP2525

2600

$20,914.06

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

GRASSLAND EQUIPMENT & IRRIGATION CORP. Count on it. VENTRAC

4536 Morgan Place
Liverpool, New York
Phone: 1-315-457-0181
Parts Fax: 1-800-950-4342
Office Fax: 1-315-457-0312

892-898 Troy Schenectady Rd
Latham, New York
Phone: 1-518-785-5841
Parts Fax: 1-800-950-4342
Office Fax: 1-518-785-5740

New York State Contract

QMS Quote #	Q52530
Date:	8-Oct-25
Inquiry Date:	
Prices Subject to Change	Quote Expires in 30 Days
Estimated Delivery:	Varies by Product
Terms:	
Shipped Via:	Truck
Height of Cut:	
Purchase Order #	
Ship to Zip Code	

To: Customer Name: TOWN OF AMHERST RECREATION
Address: 1615 Manor Drive
City State Zip Williamsville, New York 14221
Attn: Eric Guzdek
Phone: (716)207-2227
Email Contact: eguzdek@amherstny.us

In Response to your inquiry, we submit the following Quotation;
Purchase Orders should list the Vendor as Grassland Equipment & Irrigation Corp.

Salesman	Gary Hughes
Cell Phone	716 570-2267
Email	rwarren@grasslandcorp.com

Group 40625 Heavy Equipment. Award PG8-22792,
NYS Contract: PC69682 Now to April 30, 2026

Qty	Model Number	Description	2025 Sugg. Retail Price	Contract Price	Extension
1	72530	52IN MULTI FORCE 26.5HP KOH EFI,LW	$17,332.00	$12,652.36	$12,652.36
1	78596	Power Broom (requires Low Flow and	$5,332.00	$3,892.36	$3,892.36
1	78601	High Flow Hydraulics	$2,888.00	$2,108.24	$2,108.24
1	STB13759B	4' Snow Blade (BOSS) [requires low flow	$460.00	$335.80	$335.80
1	MSC14780	4' Plow Side Mount Kit (BOSS) [order with STB13759B]	$1,610.00	$1,175.30	$1,175.30
1	101-SETUP	Commercial Set Up	$750.00	$ 750.00	$750.00

NOTES	
Delivery Contact Name	
Delivery Contact Phone Number	

Due to the global supply chain, lead times may be substantially longer than normal. Grassland will strive to deliver products in a timely manner, but cannot guarantee lead times. Product pricing for this quote is based off of current manufactures list pricing, which may change prior to delivery. Grassland agrees to maintain the quoted discount percentages in the event MSRP increases. You will be notified of any price changes prior to delivery and may cancel the order without penalty at that time.

Customer Acceptance Date:

Gary Hughes 10/8/25

TOTALS		
Equipment Total @ MSRP		$27,622.00
Discount		($7,457.94)
Total Equipment		**$20,164.06**
Toro Protection Plus	$	-
Trade Ins	$	-
Set Up	$	750.00
Total		$20,914.06
		$20,914.06

Attachment: DOC102125-10212025095105 (RES-2025-940 : Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories -CRS#5851)

Attachment: DOC102125-10212025095105 (RES-2025-940 : Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories -CRS#5851)

Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

Attachment: DOC102125-10212025095105 (RES-2025-940 : Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories -CRS#5851)

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

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Grassland Equipment & Irrigation Corp.
Print Name of Company

By: _____
Signature

Nicholas Roe
Printed name

Date: 6/10/2025

Bonita L. Slocum
BONITA L. SLOCUM
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SL6096422
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JULY 28, 2027

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DOC102125-10212025095105 (RES-2025-940 : Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories -CRS#5851)

EXHIBIT "1"

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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: Grassland Equipment & Irrigation Corp.

Signature: _____

Print Name: Nicholas Roe

Title: Controller

Date: 6/10/2025

Bonita L. Slocum

BONITA L. SLOCUM
NOTARY PUBLIC, STATE OF NEW YORK
No. 01SL6096422
QUALIFIED IN SARATOGA COUNTY
MY COMMISSION EXPIRES JULY 28, 2027

Revised 4.2017

Attachment: DOC102125-10212025095105 (RES-2025-940 : Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories -CRS#5851)

GRASEQU-01 MHOLT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2024

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

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

PRODUCER	CONTACT NAME:	
The Holt Group LLC 138 Western Ave. Altamont, NY 12009	PHONE (A/C, No, Ext): (518) 852-2308	FAX (A/C, No):
	E-MAIL ADDRESS: mholt@theholtgroupllc.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : The Charter Oak Fire Insurance Company	
INSURED	INSURER B : The Phoenix Insurance Company	
Grassland Equipment & Irrigation Corp. 892-898 Troy-Schenectady Rd. Latham, NY 12110	INSURER C : The Travelers Indemnity Company of America	
	INSURER D : Travelers Casualty and Surety Company of America	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	X		Y-630-0X769321-COF-24	10/15/2024	10/15/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X		810-0X768742-24-14-G	10/15/2024	10/15/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED X RETENTION $ 10,000	X		CUP-0X770694-24-14	10/15/2024	10/15/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	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		UB-0X724014-24-14-G	10/1/2024	10/1/2025	PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as additional insured with regards to the operations of the named insured as per written contract and subject to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Attachment: DOC102125-102120250951O5 (RES-2025-940 : Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories -CRS#5851)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Grassland Equipment & Irrigation Corp. 892-898 Troy-Schenectady Rd. Latham, NY 12110 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 (518) 785-5841 1c. NYS Unemployment Insurance Employer Registration Number of Insured 52-11246 5 1d. Federal Employer Identification Number of Insured or Social Security Number 14-1460098
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St. Williamsville, NY 14221	3a. Name of Insurance Carrier Travelers Insurance Company 3b. Policy Number of Entity Listed in Box "1a" UB-0X724014-25-14-g 3c. Policy effective period October 1, 2025 to October 1, 2026 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Michael Holt
(Print name of authorized representative or licensee or agent of insurance carrier)

Approved by: Michael Holt 10/1/25
(Signature) (Date)

Title: Founder

Telephone Number of authorized representative or licensed agent of insurance carrier: (518) 852-2308

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

C-105.2 (9-17) www.wcb.ny.gov

Attachment: DOC102125-10212025095105 (RES-2025-940 : Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories -CRS#5851)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrier

1a. Legal Name & Address of Insured (use street address only) Grasslands Equipment & Irrigation Corp. 892-898 Troy Schenectady Road Latham, NY 12110 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 (518) 785-5841 1c. Federal Employer Identification Number of Insured or Social Security Number 14-1460098
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 Mutual of Omaha Insurance Company 3b. Policy Number of Entity Listed in Box 1a GMNY6X007E66-0001 3c. Policy Effective Period 10/01/2025 to 10/1/2026

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 10/7/2025 By Hana Rubin
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (800) 826-2966 Name and Title Hana Rubin, Disability Administrator

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: DOC102125-102120250951O5 (RES-2025-940 : Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories -CRS#5851)

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: DOC102125-10212025095105 (RES-2025-940 : Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories -CRS#5851)

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/ or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: DOC102125-102120250951O5 (RES-2025-940 : Purchase of 52" Multiforce 26.5 HP Mower Plus Accessories -CRS#5851)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 31055 **RESOLUTION 2025-941** **ADOPTED**

Purchase Toro 4000 Z Master Mower - CRS #5843

The Youth & Recreation Department is requesting Town Board authorization for the purchase of Toro 4000 Z Master Mower from NYS Bid, Group 40625, Award 22792.

Therefore Be It Resolved that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5843) and the approval of the Town Attorney.

Thank you for your time and consideration!

10/27/2025
Consent

FINANCIAL IMPACT:

KP2525

2600

$14,962.76

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Youth & Recreation
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 31086 **RESOLUTION 2025-942** **WITHDRAWN**

Purchase 1St Products VC60 Vericutter - CRS #5865

The Youth & Recreation Department is requesting Town Board authorization for the purchase of equipment from Grassland Equipment & Irrigation Corp as the Exclusive Distributor and Authorized Dealer for Sole Source Provider - First Products, Inc., 164 Oakridge Church Road, Tifton, GA 31794 with letter attached under BID #2025040.

Therefore Be It Resolved, that the Town Board authorizes the Supervisor to sign this contract. This contract is subject to the Contract Routing System (CRS #5865) and the approval of the Town Attorney.

Thank you for your time and consideration!

FINANCIAL IMPACT:

KP2525

2600

$12,730.80

RESULT: WITHDRAWN

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
DOC ID: 31049

COMMUNICATION 2025-104 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2220 Wehrle Drive.

10/27/2025
Referred to Planning & Town Attorney

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

October 16, 2025

Brian J. Kulpa, Supervisor
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Comprehensive Plan Amendment [BCPA-2025-01]
Proposed Multi-Family Project
2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development Inc.

Dear Supervisor Kulpa and Councilmembers:

Attached as Exhibit "A" is an executed copy of the Settlement Agreement dated October 16, 2025 entered into between Young Development Inc. and Windsong Place Associates, LP relative the development of 2190-2200 Wehrle Drive.

The Project Sponsor is requesting that the Town Board issue a Negative Declaration pursuant to SEQRA and approve the requested Comprehensive Plan Amendment during its upcoming meeting to be held on Monday, October 27th at 7:00 p.m.

Please contact me at 716.510-4338 or via e-mail if you have any questions regarding this letter to the status of the project.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.

cc: Shawn Lavin, Deputy Supervisor
Jacqualine Berger, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director, Town of Amherst Planning Department
Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO
Scott Marshall, Principal Planner
Jessica Boudreau, P.E., Project Manager, Engineering Department
Christopher Schregel, Traffic Safety Coordinator
Steven Bengart, Esq., Town Attorney

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Road, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

Bryan Young, Young Development Inc.
Joe Young, Young Development Inc.
Patrick Sheedy, Jr., P.E., Carmina Wood Design
Marc Romanowski, Esq.

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

EXHIBIT A

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Agreement") is made and entered into by and between Joe Young on behalf of Young Development Inc. and Bruce Wisbaum on behalf of Windsong Place Associates, LP (each individually, a "Party," and collectively, the "Parties"). This Agreement is intended by the Parties to fully, finally and forever resolve, discharge and settle the Settled Matters (as defined below), upon and subject to the terms and conditions hereof. This Agreement is effective as of the date the last Party executes this Agreement and any related documents (the "Effective Date").

Background

WHEREAS, Young Development Inc. ("Young Development") is seeking to amend the Town of Amherst Comprehensive Plan and thereafter intends to seek rezoning of the property located at 2190-2200 Wehrle Drive, Amherst, NY (SBL No. 81.02-1-10.1) and develop a multifamily residential project (the "Project" or "Project Site").

WHEREAS, Acquest Wehrle LLC ("Acquest") is the current owner of the Project Site.

WHEREAS, initial proposals for the Project included approximately 366 residential units across two-story and four-story buildings.

WHEREAS, Windsong Place Associates, LP ("Windsong") owns nearby property located at 25 Spring Meadow Drive and 1-21 Spindrift Court, known as Windsong Apartments and Windsong Place Apartments (collectively the "Windsong Property"), directly to the west of the Project Site.

WHEREAS, Windsong expressed concerns about the potential negative impacts that such preliminary designs of the Project could have on Windsong's property and its residents, especially where the design entailed four-story buildings and a future application to rezone the Project Site from Office Building District ("OB") for Multifamily Residential District Six ("MFR-6").

WHEREAS, the Parties desire to resolve any and all disputes or objections related to the Project and to set forth their mutual agreements and understandings to establish mutually acceptable terms and conditions governing the Project and Windsong's response to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

TERMS AND CONDITIONS

1. Defined Terms. In this Agreement, the following terms shall have the following respective meanings:

a. "Claims" means any and all claims, counterclaims, actions, causes of action, petitions, motions, objections, litigations, arbitrations, proceedings, awards, orders, judgments, decisions, debts, obligations, rights, interests, suits, appeals, damages, remedies, costs, attorneys' fees, interest, expenses and liabilities, of any type, whether asserted or unasserted, known or unknown, foreseen or unforeseen, suspected or unsuspected, contingent or fixed, liquidated or unliquidated, accrued or unaccrued, state or federal, currently or previously existing or arising, in law, contract, equity or otherwise, from the beginning of the world to and including the Effective Date, that are based on, arising from, or relating to the Project or Project Site.

b. "Effective Date" means the date on which this Agreement has been executed and delivered by all of the Parties.

c. "Settled Matters" means any and all Claims between any of the Parties, including, without limitation, any and all Claims relating to the Project or Project Site, specifically regarding this Agreement's discussion of the Project's density (including the pending rezoning of the Project Site from OB to MFR-6), design, and landscaping, as well as the matters, facts, and circumstances described in, or arising from, or related in any way to any of the allegations, matters, facts, and circumstances underlying or related to the Claims, development of the Project Site, and other matters described in the Background section of this Agreement.

2. Rezoning Limitation. Young Development and its affiliated entities, agree that they shall only apply for and pursue rezoning of the Project Site to Multifamily Residential District Five ("MFR-5") classification and it shall not seek rezoning to any higher-intensity zoning district. Young Development agrees that the conditions set forth in this Agreement pertaining to the Project's density, building height, and landscaping, shall be included in the rezoning application and incorporated as conditions into the rezoning approval by the Town of Amherst.

The Project shall not exceed a total density of two hundred seventy (270) dwelling units. The parties acknowledge that an area variance will be needed from the Zoning Board of Appeals for the total density of two hundred seventy (270) dwelling units.

Any deviation from this requirement shall constitute a material breach of this Agreement entitling Windsong to immediate injunctive relief. Prior to commencing any construction activities related to the Project, Young Development shall obtain written confirmation from the Town of Amherst regarding the approved zoning classification for the Project Site and density limitations and shall provide a copy of such written confirmation to Windsong within five (5) business days of receipt.

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

3. Building Limitations. Buildings at the Project Site shall not exceed two (2) stories nor a peak height of thirty-five feet (35').

Any building located along the Project Site's western property line that is contiguous with the Windsong Property shall be set back a minimum of seventy-five feet (75') from the Project Site's property line.

The Project shall consist exclusively of market-rate and workforce housing. Affordable or low-income housing as defined by any federal, state, or local agency shall not be included.

4. Landscaping and Buffering. Young Development shall install and maintain a landscaping buffer along the Project Site's western property line that is contiguous with the Windsong Property, providing either a six-foot (6') berm with six-foot (6') trees a minimum caliper of two and a half inches (2.5") or a three-foot (3') berm with eight-foot (8') trees a minimum caliper of three inches (3"), consistent with the Concept Site Plan [Drawing C-100 – Date: 09/29/25] prepared Carmina Wood Design which depicts a three-foot berm along with landscaping consisting of approximately 133 trees per the Landscape Legend included on the Concept Site Plan. A copy of the Concept Site Plan is attached hereto as Exhibit "1". The landscaping to be installed shall be maintained and replaced as necessary in a timely fashion and in accordance with the requirements set forth in the Town of Amherst Zoning Code.

Young Development shall complete the installation of all landscaping buffer components as required above prior to the issuance of any temporary certificate of occupancy by the Town of Amherst Building Department for any building on the Project Site, or within eighteen (18) months of the commencement of construction activities, whichever occurs first. If the time period specified above falls between October 1st and April 1st, the time period of plantings only shall be extended until May 1st.

5. Construction Hours. Young Development agrees that construction activities relating to the Project shall be conducted in accordance with the applicable standards of the Town of Amherst.

Young Development further agrees to implement appropriate measures to control and mitigate dust, refuse, debris, and any related impacts on the surrounding area throughout the duration of construction.

6. Non-Opposition and Cooperation. In exchange for the commitments made herein by Young Development, Windsong expressly agrees that it shall not challenge, oppose, or otherwise seek to hinder, delay, or interfere with the Project or the required approvals and permits needed from the municipal boards and departments of Town of Amherst and other involved governmental agencies during the approval and permitting processes for the Project including but not limited to the pending request to amend the Comprehensive Plan, the rezoning of the Project Site from OB to MFR-5 from the Town Board, site plan review by the Town of Amherst Planning

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

Board, area variances from the Town of Amherst Zoning Board of Appeals and building permits needed from the Town of Amherst Building Department.

The Parties agree to cooperate in good faith with respect to the implementation of this Agreement and the development of the Project in accordance with the terms herein.

7. Default & Remedies. In the event Windsong believes that Young Development has violated the terms and conditions of this Agreement, Windsong shall provide Young Development with a letter specifying in the detail the alleged violation of the terms and conditions of this Agreement ("Notice of Default"). Upon receipt of the Notice of Default, Young Development shall have fifteen (15) days to remedy the Notice of Default via a response to Windsong, with it being acknowledged that the cure period relating to any alleged default pertaining to landscaping plantings shall be extended until May 1st.

Subject to the terms and conditions set forth in this Agreement, the non-breaching Party shall be entitled to seek specific performance of the breaching Party's obligations under this Agreement, as well as any other remedies available at law or in equity.

8. No Admission of Liability. This Agreement represents a settlement and compromise of the Settled Matters, and nothing herein constitutes an admission of liability or wrongdoing on the part of any Party, nor may this Agreement be used in any proceeding as evidence of liability or wrongdoing on the part of any Party, except in the enforcement of this Agreement.

9. Enforceability. This Agreement is binding upon the Parties, their successors, heirs, and assigns. In the event of breach of any provision herein, the non-breaching Party may seek enforcement through appropriate action in the courts of the State of New York. In the event that any action, proceeding, or motion is brought to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses incurred, including, without limitation, reasonable attorneys' fees, court costs, and expenses associated with such enforcement.

10. Representations, Warranties, and Covenants.

a. Each Party acknowledges that he has had the opportunity to consult with his counsel and had the opportunity to otherwise retain counsel of his own and that he is entering into this Agreement based solely and exclusively upon his own analyses of the facts and/or information of which he is independently aware and not based upon or in reliance upon any statements and/or representations of another Party (except to the extent such statements and/or representations are fully and expressly set forth herein).

b. Each Party acknowledges and represents to each other that:

i. They have the authority to enter into this Agreement in their representative capacities;

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

ii. The consideration received by them for entering into this Agreement is fair, reasonable, sufficient, just and adequate and constitutes lawful consideration supporting the subject matter and execution of this Agreement;

iii. Through their duly authorized representative(s), they have reviewed all provisions of this Agreement in full, have reviewed those provisions with their attorneys, and understand them and voluntarily agree to be bound thereby, and have executed this Agreement voluntarily as a free act and are competent to enter into this Agreement and understand its terms; and

iv. Except as expressly set forth in this Agreement, no Party is relying on any representation or any duty of any Party to make any other representation or warranty, and no Party will assert in the future any claim of the duty of any other Party to make any disclosure.

11. Complete Agreement; Miscellaneous.

a. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, relating to such subject matter.

b. An executed copy this Agreement shall be submitted by Young Development to the Town of Amherst Town Board in connection with its pending request to amend the Comprehensive Plan.

c. This Agreement shall not be modified or amended in any respect except by a written agreement or written modification executed by all Parties.

d. If any term, covenant, condition or provision of this Agreement is held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstances (other than those to which it will be invalid or unenforceable) will not be affected and each term, covenant, condition and provision will remain valid and enforceable to the fullest extent permitted by law.

e. Failure by any Party to complain of any action, non-action or breach of any other Party will not constitute a waiver of any aggrieved Party's other rights hereunder. Waiver by any Party of any right arising from any breach of any other Party will not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future under the terms of this Agreement.

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

f. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective present and future officers, directors, members, owners, shareholders, employees, successors, affiliated entities, subsidiaries, and parent corporations and entities (and the officers, directors, shareholders, and employees of said corporations and entities), successors, assigns, attorneys, agents, legal representatives, heirs, and administrators.

g. This Agreement may be executed in counterparts, and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.

12. Choice of Law and Venue. The interpretation and enforcement of this Agreement shall be governed by New York law exclusive of any choice of law rules. The Parties agree that the exclusive venue of any proceeding to enforce the terms of this Agreement shall be a state court of competent jurisdiction sitting in Erie County, New York.

13. Effect of Settlement Agreement. This Agreement and its negotiations shall be protected by principles of law relating to settlement discussions, and it shall not be admissible to prove liability for, or the invalidity of, any claim or amount or for any other purpose in any legal proceeding, except to the extent necessary for a Party to seek to enforce the terms of this Agreement or to seek a remedy at law or equity for breach of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK – SIGNATURES ON FOLLOWING PAGE]

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

The Parties have caused this Agreement to be signed as of the last date signed by the Parties.

YOUNG DEVELOPMENT INC.

Dated: October 16, 2025

Name: Joe Young
Title: Authorized Agent

WINDSONG PLACE ASSOCIATES, LP

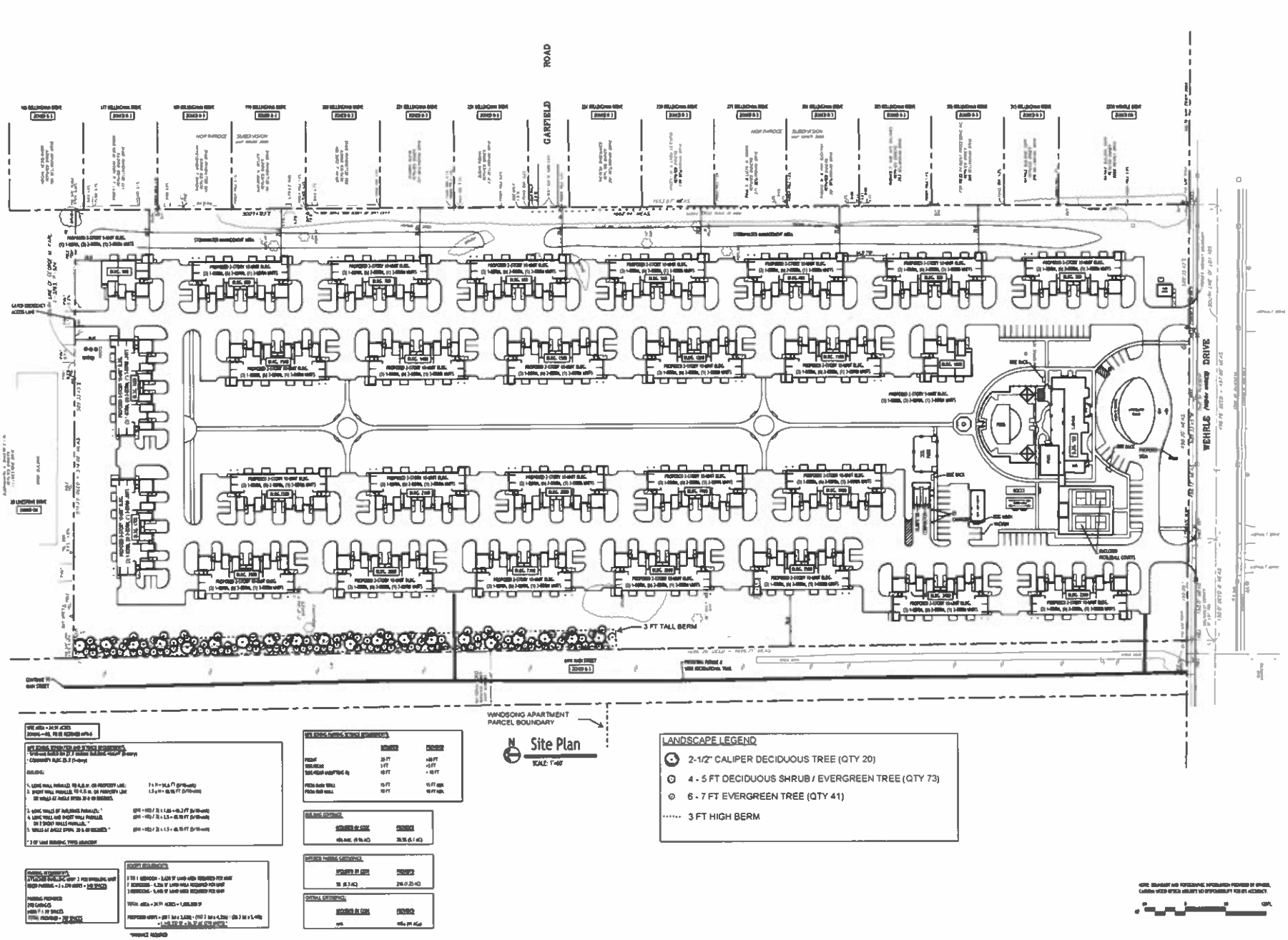
Dated: October 15, 2025

Name: Bruce Wisbaum
Title: President of BMW Development Corp., as General Partner of Windsong Place Associates, LP

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

EXHIBIT 1

Attachment: Kulpa-Ltr-10-16-25 (COM-2025-104 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)



CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Uptown Apartments
2190 Wehrle Drive
Amherst, New York

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Site Plan
Concept

DRAWING NO.
C-100

Project No: 25-4008

© CARMINAWOOD DESIGN

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
DOC ID: 31080

COMMUNICATION 2025-105 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive

Letter from Sean Hopkins, Esq. regarding the proposed multi-family project at 2190-2220 Wehrle Drive.

10/27/2025
Referred to Planning & Town Attorney

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

HSM

October 22, 2025

Daniel Howard, Planning Director
Town of Amherst Town Board
5583 Main Street
Williamsville, NY 14221

Re: Comprehensive Plan Amendment [BCPA-2025-01]
Proposed Multi-Family Project
2190-2200 Wehrle Drive - Amherst, NY
Applicant/Project Sponsor: Young Development Inc.

Dear Mr. Howard:

Per our recent discussions regarding the pending request to amend the Comprehensive Plan to accommodate the proposed multifamily project at 2190-2200 Wehrle Drive (the "Project Site"), it is acceptable to the Project Sponsor if the Project Site is designated as appropriate for "Mixed Residential" instead of "Medium Residential" that was previously requested.

The reduction of density as depicted on the most recently submitted Concept Site Plan depicted 270 units result in the project density being less than 12 units per acre. The "Mixed Residential" designation is defined in the Comprehensive Plan as follows:

> **"Mixed Residential (4 to 12 units/acre)** Within the older sections of the Town (generally south of Maple Road), Mixed Residential designations comprised of small lot single-family, duplex, and other attached dwelling types, represent much of the Town's stock of affordable housing. This type of housing is also attractive for infill development along high access suburban and commercial corridors served by public transportation. Typical locations for this residential category include areas of transition between commercial uses and lower density single-family neighborhoods, as well as along collector or arterial highways or other areas that are generally unattractive for large lot, single family development. Other areas of the Town designated for concentrations of Mixed Residential use include underutilized areas near designated commercial and mixed-use centers."

The Project Sponsor is requesting that the Town Board issue a Negative Declaration pursuant to SEQRA and approve the requested Comprehensive Plan Amendment during its upcoming meeting to be held on Monday, October 27th at 7:00 p.m.

Please contact me at 716.510-4338 or via e-mail if you have any questions regarding this letter to the status of the project.

Attachment: Howard-Ltr-10-22-25 (COM-2025-105 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Road, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

cc: Brian J. Kulpa, Supervisor
Shawn Lavin, Deputy Supervisor
Jacqualine Berger, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director, Town of Amherst Planning Department
Daniel J. Ulatowski, AICP, Assistant Planning Director/ZEO
Scott Marshall, Principal Planner
Jessica Boudreau, P.E., Project Manager, Engineering Department
Christopher Schregel, Traffic Safety Coordinator
Steven Bengart, Esq., Town Attorney
Bryan Young, Young Development Inc.
Joe Young, Young Development Inc.
Patrick Sheedy, Jr., P.E., Carmina Wood Design
Marc Romanowski, Esq.

Attachment: Howard-Ltr-10-22-25 (COM-2025-105 : Correspondence from Sean Hopkins, Esq. - 2190-2220 Wehrle Drive)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
DOC ID: 31029

COMMUNICATION 2025-106 **REFERRED**

Notice of Claim: Danielle E. Kopcho Vs. Town of Amherst

10/27/2025
Referred to Town Attorney

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

Danielle E. Kopcho

55 Blossom Heath Road

Amherst, NY 14221

OCT 14 2025 AM11:

Today's date: October 8, 2025

Damage caused by the town was at 55 Blossom Heath Road, Amherst NY 14221

Town of Amherst

Attention: Town Clerk

5583 Main Street

Amherst, New York 14221

To Whom it May Concern:

The Town of Amherst completed a road/drainage project on Blossom Heath Road, Amherst, NY 14221 in October 2023. This project took over a year to complete and they dug up from the sidewalk and the whole street. The project was completed in stages. I was not aware of any damage caused by the project to my sewer until June 9, 2025, because the damage was underground.

I have received your offer for the damage from my letter dated June 20, 2025 . I was previously advised that the town would fix the end of my driveway. I spoke to Chris Shrek with the Town of Amherst Highway Department, and he said I needed to get my own estimate since it was on private property. I would like to include the estimates for the damage to the driveway because I needed to fix the sewer line and need to wait until next year to repair it because the ground needs to be settled.

I have enclosed copies that needed to be included in my demand:

Servpro $2,891.19 (clean the crawl space)

Autumn Paving $8,400(Asphalt Repair)

Concrete Romeo's Superior Improvements $5,498(end of the driveway)

Attachment: DOC101525-10152025091255 (COM-2025-106 : Notice of Claim: Danielle E. Kopcho Vs. Town of Amherst)

Sensitivity: Company-Internal

I have enclosed a copy of my original letter dated June 20,2025 and offer letter from your claims adjuster. I have included pictures of my driveway. I am still waiting for the town to fix the sinkhole at the end.

Please let me know if you have any additional questions.

Sincerely,

Danielle E. Kopcho

KAREN A. HERTEL
Notary Public, State of New York
No. 01HE6309021
Qualified in Erie County
Commission Expires 8-4-2026

Attachment: DOC101525-10152025091255 (COM-2025-106 : Notice of Claim: Danielle E. Kopcho Vs. Town of Amherst)

Sensitivity: Company-Internal

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
DOC ID: 31030

COMMUNICATION 2025-107 **REFERRED**

Notice of Claim: Nicholas M. Chrites Vs. Town of Amherst

10/27/2025
Referred to Town Attorney

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

TO: Francina J. Spoth
Town Clerk

CC: Town Attorney
Steven B. Bengart

My name is Nicholas M. Chrites. I live at 30 Deerwood Drive, Amherst, 14221. On October 7th, 2025 a tree fell onto my property from the forest beyond the utility easement. The tree struck my fence. The tree took out the two back corners and a small gate. I would like to be reimbursed for the damage to my fence. I have included estimates for the repairs needed.

Thank you for your help in this matter.

Sincerely,

Nicholas M. Chrites

In conclusion I also talked to Anne Swanson from the DEC about the ash bore tree problem six years ago. Her phone number is At the time they told me there was no money in the budget to cut down the dead trees. I also received no help in this matter from the Town of Amherst or utility company.

OCT 14 2025 PM3:34

Attachment: DOC101525-10152025091858 (COM-2025-107 : Notice of Claim: Nicholas M. Chrites Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
DOC ID: 31033

COMMUNICATION 2025-108 **REFERRED**

Notice of Claim: the Hanover Insurance Group Vs. Town of Amherst

10/27/2025
Referred to Town Attorney

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

The Hanover Insurance Group®

PO Box 15147
Worcester, MA 01615-0147
Telephone: 800-628-0250 Ext. 8555430
Fax Number: 508-926-5660

October 02, 2025

Amherst Town Hall
5583 Main Street
Suite 1
Williamsville, NY 14221

RECEIVED
OCT 14 2025
TOWN ATTORNEY

Re:	Our Insured:	Sandra Barnes
	Claim Number:	85-00797496 01
	Date of Loss:	06/10/2025
	Claimant:	Sandra Barnes
	Policy Number:	HNS A693053
	Your Insured:	Town of Amherst
	Your File Number:	

Dear Amherst Town Hall:

Our investigation indicated the above incident was caused by the negligence of your insured.

Enclosed are subrogation papers documenting our request for reimbursement of the following outlined payments:

Our Payment:	$27265.39
Deductible:	$1000.00
Total Claim:	$28265.39

Please forward your payment to: The Hanover Insurance Company
Claim Recoveries
PO Box 896658
Charlotte, NC 28289-6658

Please note the Hanover claim number on the check.

OCT 16 2025 PM3:05

Thank you for your cooperation in this matter.

Sincerely,

Anthony Postale

Anthony Postale
Subrogation Adjuster
The Hanover Insurance Company
apostale@hanover.com

Attachment: DOC101725-10172025083159 (COM-2025-108 : Notice of Claim: the Hanover Insurance Group Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
DOC ID: 31042

COMMUNICATION 2025-109 **REFERRED**

Notice of Claim: Keynone Cole Vs. Town of Amherst Et Al.

10/27/2025
Referred to Town Attorney

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

STATE OF NEW YORK
SUPREME COURT : COUNTY OF ERIE

KEYNONE COLE,

NOTICE OF CLAIM

Claimant,

-vs-

TOWN OF AMHERST,

AMHERST POLICE DEPARTMENT,

ERIE COUNTY SHERIFF'S OFFICE,

ERIE COUNTY SHERIFF'S OFFICE JAIL MANAGEMENT DIVISION,

COUNTY OF ERIE,

JOHN DOES 1-10, said names being fictitious, but intended to be the individuals/officers involved in the within incident and employees of the Town of Amherst, Amherst Police Department, and/or Erie County Sheriff's Department,

Respondents.

TO: TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

AMHERST POLICE DEPARTMENT
500 John James Audubon Parkway
Amherst, New York 14228

ERIE COUNTY SHERIFF'S DEPARTMENT
10 Delaware Avenue
Buffalo, New York 14202

ERIE COUNTY SHERIFF'S OFFICE JAIL MANAGEMENT DIVISION,
10 Delaware Avenue
Buffalo, New York 14202

Attachment: DOC102025-10202025132615 (COM-2025-109 : Notice of Claim: Keynone Cole Vs. Town of Amherst Et Al.)

OCT 20 2025 AM11:12

COUNTY OF ERIE
95 Franklin Street
Buffalo, New York 14202

JOHN DOES 1-10
Addresses currently unknown

PLEASE TAKE NOTICE that KEYNONE COLE, claims and demands from the Respondents herein recompense for personal injuries sustained by the Claimant of the wrongful, unlawful, negligent, and careless acts and omissions of Respondents, individually, and jointly and severally, their agents, servants, and/or employees, and in support thereof, the Claimant states:

1. **Names and Address of Claimant**

   KEYNONE COLE

   Currently incarcerated at:
   Erie County Correctional Facility
   11581 Walden Avenue
   Alden, New York 14004

2. **Name and Address of Claimant's Attorney**

   Jacob A. Piorkowski, Esq.
   The Tarantino Law Firm, LLP
   610 Main Street
   Third Floor
   Buffalo, New York 14202
   (716) 849-6500 Telephone
   (716) 849-6503 Facsimile
   jpiorkowski@tarantinolaw.com

3. **Date, Time, and Location Where Claim Arose**

   September 8, 2025 at approximately 10:30 a.m. at a location commonly known as 400/500 John James Audubon Parkway, Amherst, New York 14228.

Attachment: DOC102025-10202025132615 (COM-2025-109 : Notice of Claim: Keynone Cole Vs. Town of Amherst Et Al.)

4. **Nature and Basis of Claim**

The claim of the Claimant is for damages resulting from personal injuries sustained as a result of an incident which occurred on September 8, 2025, at approximately 10:30 a.m. On that date and at that time, the Claimant was in the custody of Erie County and/or the Erie County Sheriff's Department. Prior to the Claimant sustaining injuries, the Claimant was transported from the Erie County Correctional Facility to the Town of Amherst Courthouse for a court appearance. While at the Town of Amherst Courthouse, the Claimant was escorted from the courthouse to the Town of Amherst Police Department for fingerprinting. The Claimant was shackled at his wrists throughout the entirety of this event. While being escorted through the hallway, the Claimant noted that the floor was wet and slippery, as a result of what appeared to be a recent cleaning. The Claimant mentioned the condition of the floor to the officers of the Respondents who were escorting him. While being escorted across the wet and slippery floor, the Claimant fell and sustained personal injuries. The negligence, recklessness, and wanton disregard for the safety of others by the Respondents herein, their agents, servants and/or employees consists, *inter alia*, of:

(a) failing and omitting to keep and maintain the premises located at 400/500 John James Audubon Parkway, Amherst, New York 14228 in a safe condition, under the circumstances;

(b) failing and omitting to clean and keep safe the premises as identified above;

(c) causing, allowing and permitting a dangerous, unsafe and hazardous condition to exist at the accident site;

(d) failing and omitting to provide persons such as the Claimant with any notice or warning of the existence of the dangerous, unsafe and hazardous condition at the accident site;

(e) failing and omitting to periodically inspect and maintain the premises so that proper repairs, cleaning, and maintenance were performed thereat;

(f) failing and omitting to take necessary steps at the accident site so that the site was free and clear of a dangerous condition including, but not limited to, a slippery floor;

(g) causing, allowing and permitting an unsafe condition to exist at the premises;

(h) negligently hiring, supervising, and instructing any contractors, servants, employees, or agents to perform cleaning, maintenance, or debris/hazard removal at the premises as identified above;

Attachment: DOC102025-10202025132615 (COM-2025-109 : Notice of Claim: Keynone Cole Vs. Town of Amherst Et Al.)

(i) Depriving the Claimant of his civil rights pursuant to 42 U.S.C. §1983; and

(j) the Respondents were otherwise negligent, careless and reckless.

5. **Damages**

The Claimant makes claim for the following damages:

a) pain and suffering, and all physical injuries sustained;

b) emotional upset and/or injury;

c) Pain in left knee;

d) Headaches;

e) dizziness;

f) Pain in neck;

g) Pain in left elbow;

h) Pain in left shoulder;

i) impairment of earning capacity and/or future earnings;

j) loss of ability to enjoy the life and lifestyle which Claimant was able to participate in and enjoy prior to the happening of the accident;

k) all expenses associated with medical, hospital, nursing, physical therapy and any and all other rehabilitative and/or therapy care and treatment rendered as to the cure and/or attempted cure of the injuries sustained by the Claimant, including the residual effects thereof as to the past, present and/or future;

l) loss of services, society and companionship;

m) any and all other special and general damages as they may manifest themselves subsequent to the date of this Notice; and

n) as to all of the above, the same will relate to the past to present and present to future damages.

Attachment: DOC102025-10202025132615 (COM-2025-109 : Notice of Claim: Keynone Cole Vs. Town of Amherst Et Al.)

WHEREFORE, the Claimant claims damages against the Respondents in an amount to be determined.

Dated: September 25, 2025
Buffalo, New York

Respectfully submitted,

THE TARANTINO LAW FIRM, LLP

Jacob A. Piorkowski
Attorneys for the Claimant
610 Main Street
Third Floor
Buffalo, New York 14202
(716) 849-6500 Telephone
(716) 849-6503 Facsimile
jpiorkowski@taranitnolaw.com

Attachment: DOC102025-10202025132615 (COM-2025-109 : Notice of Claim: Keynone Cole 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: 10/27/25 07:00 PM
Department: Town Clerk
DOC ID: 31043

COMMUNICATION 2025-110

REFERRED

Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst

10/27/2025
Referred to Town Attorney

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

PROGRESSIVE

Payment Address
24344 Network Place
Chicago, IL 60673-1243

Document Address
P.O. Box 94639
Cleveland, Ohio 44101-9908
Phone: (877)818-0139
Fax: (888) 781-6947

Notice of Intent to File Claim
9/29/2025 10:57 AM
Certified Mail 9489 0090 0027 6567 1680 81
Return Receipt Requested
TOWN CLERK,
TOWN OF AMHERST
5583 MAIN STREET
WILLIAMSVILLE, NY 14221

THIS IS A SUPPLEMENT TO A DEMAND THAT WAS PREVIOUSLY MAILED TO YOUR ADDRESS ON 7/29/2025

Your Client: CYNTHIA GRIFFIN
Your Claim Number: NA
Our Insured: NICOLE M HECKLER
Our Claim Number: 25-599296469
Amount Subject to Reimbursement: $41,321.72 OPEN ($34,111.91 COLL + $7,209.81 PIP OPEN + $0.00 UIM OPEN)
Amount of Insured's Deductible: $1,000.00

Please take this as formal notice of our subrogation rights relative to the above-captioned claim. We have completed our investigation into the facts of the above-captioned loss and find that your insured was the proximate cause of the accident.

Location of Loss: N FOREST RD & WILTSHIRE RD AMHERST, NY ERIE, USA
Date and Time of Loss:05/20/2025, 09:00 AM ET

Description of Loss: OUR INSURED WAS TRAVELING AT N FOREST RD & WILTSHIRE RD, IN AMHERST, NY WHEN A TOWN VEHICLE, OPERATED BY CYNTHIA GRIFFIN, FAILED TO MAINTAIN PROPER LOOKOUT, AND YIELD THE RIGHT OF WAY, IMPROPERLY ATTEMPTED TO MERGE MERGING ENTERING THE ROADWAY AND STRUCK OUR INSURED'S VEHICLE. WE ARE SEEKING REIMBURSEMENT FOR OUR INSURED'S VEHICLE DAMAGES.

Please make your draft payable to" Progressive Advanced Insurance Company as subrogee of NICOLE M HECKLER ", in the amount stated above and mail it to the attention of the undersigned at your earliest convenience.

All supporting documentation is enclosed. Thank you for your anticipated, prompt attention to this matter.

X _____
Progressive Subrogation
Progressive Advanced Insurance Company
Tel. 877-818-0139
Fax. 888-781-6947
GovernmentStatus@email.progressive.com

Sworn to me and subscribed in my presence this 1 day of 10 20 25

NOTARY PUBLIC

NOTARIAL SEAL
STATE OF OHIO
JANICE MARY SHERMAN
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 01-10-27

OCT 20 2025 AM 11:13

Attachment: DOC102025-10202025134535 (COM-2025-110 : Notice of Claim: Progressive A/S/O Nicole M Heckler Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 10/27/25 07:00 PM
Department: Town Clerk
DOC ID: 31024

COMMUNICATION 2025-111 **REFERRED**

Amended Complaint: Bradley Ensminger Vs Town of Amherst Et Al.

10/27/2025
Referred to Town Attorney

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

STATE OF NEW YORK
SUPREME COURT: COUNTY OF ERIE

BRADLEY ENSMINGER,

Plaintiff,

v.

TOWN OF AMHERST, COUNTY OF ERIE, and ACCENT STRIPE, INC.,

Defendants.

AMENDED COMPLAINT

Index No: 812434/2025

Plaintiff Demands a Trial by Jury of All Issues

NOW COMES the Plaintiff, BRADLEY ENSMINGER, by and through his attorneys, THE KANTOR GULLO LAW FIRM, PLLC, as for his Amended Complaint against the Defendants, TOWN OF AMHERST, COUNTY OF ERIE, and ACCENT STRIPE, INC., states as follows:

1. That at all times hereinafter mentioned, the Plaintiff, BRADLEY ENSMINGER, was and still is a resident of the

2. That upon information and belief, and at all times mentioned herein, the Defendant, TOWN OF AMHERST, was and is a duly organized and constituted municipal identity and governmental subdivision of the State of New York, with main offices located in the County of Erie, and State of New York.

3. That upon information and belief, and at all times mentioned herein, the Defendant, COUNTY OF ERIE, was and is a duly organized and constituted municipal identity and governmental subdivision of the State of New York, with main offices located in the County of Erie, and State of New York.

OCT 9 2025 PM 1:45

Attachment: DOC101025-10102025082946 (COM-2025-111 : Amended Complaint: Bradley Ensminger Vs Town of Amherst Et Al.)

OCT 9 2025 PM 1:45

4. That upon information and belief, and at all times mentioned herein, the Defendant, ACCENT STRIPE, INC., is a domestic business corporation maintaining a principal place of business in the County of Erie, located at: 3275 North Benzing Road, Orchard Park, New York 14127.

5. The incident giving rise to this claim occurred on or about the 20th day of July, 2024, at approximately 5:45 p.m., at or about the intersection of Sheridan Drive (also known as Route 324) and Sweet Home Road in the Town of Amherst, County of Erie, and State of New York, property that, upon information and belief, is owned, sponsored, inspected, maintained, studied, and patrolled by the Defendants, TOWN OF AMHERST and COUNTY OF ERIE, their agents, servants, and/or employees.

6. That upon information and belief, on and for some time prior to July 20, 2024, the Defendant, ACCENT STRIPE, INC., performed roadwork, pavement resurfacing, and/or striping on or about the intersection of Sheridan Drive and Sweet Home Road.

7. The amount of damages in this claim exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

AS AND FOR A FIRST CAUSE OF ACTION
AGAINST DEFENDANT TOWN OF AMHERST

8. The Plaintiff repeats, reiterates, and realleges each and every allegation set forth in paragraphs "1" through "7" inclusive of this complaint, with the same force and effect as though fully set forth herein.

9. On or about August 13, 2024, a Verified Notice of Intention to File a Claim was filed against the Defendant, TOWN OF AMHERST.

10. The Verified Notice of Intention to File a Claim was served within ninety (90) days after the cause of action in this matter accrued.

Attachment: DOC101025-10102025082946 (COM-2025-111 : Amended Complaint: Bradley Ensminger Vs Town of Amherst Et Al.)

11. A hearing was conducted by the Defendant, TOWN OF AMHERST, pursuant to General Municipal Law 50-h on December 20, 2024.

12. Thirty (30) days have elapsed since that claim has been filed and the claims have not been adjusted to resolution.

13. This action was timely commenced within one year and ninety days after the cause of action herein accrued.

14. The claim of the Plaintiff, BRADLEY ENSMINGER, is for personal injuries and damages, including but not limited to: past and future lost wages, past and future medical expenses, and past and future pain and suffering, and disfigurement.

15. That upon information and belief, on or about July 20, 2024, at approximately 5:45 p.m., the Plaintiff, BRADLEY ENSMINGER, while operating his 2017 Harley Davidson Motorcycle, bearing New York License Plate Number: 10RT30, was traveling on Sweet Home Road, intending to make a right-hand turn onto Sheridan Drive. While operating the aforementioned 2017 Harley Davidson Motorcycle, the Plaintiff encountered a defective and dangerous roadway condition: namely, glass beads and/or residual debris in the roadway, causing him to lose control of his motorcycle and be ejected onto the road, sustaining both personal injuries and property damages as a result.

16. The subject incident was reported to the Amherst Police Department, and reports were filed therein.

17. That upon information and belief, the incident giving rise to this claim occurred on or about the 20th day of July, 2024, at or about the intersection of Sheridan Drive and Sweet Home Road in the Town of Amherst, County of Erie, and State of New York, property that, upon

Attachment: DOC101025-10102025082946 (COM-2025-111 : Amended Complaint: Bradley Ensminger Vs Town of Amherst Et Al.)

information and belief, is owned, sponsored, inspected, maintained, studied and patrolled by the Defendant, TOWN OF AMHERST, their agents, servants, and/or employees.

18. As a result of the aforementioned, the Plaintiff, BRADLEY ENSMINGER, sustained injuries including but not limited to the following: injuries to his bilateral lower extremities with resulting scarring, and disfigurement. The Plaintiff reserves the right to claim an aggravation and/or exacerbation of any pre-existing condition.

19. The Plaintiff, BRADLEY ENSMINGER, sustained severe and permanent personal injuries due to the negligence, recklessness, and carelessness in the acts or omissions to act by the Defendant, TOWN OF AMHERST, their agents, servants, and/or employees, in their: (1) negligent ownership, maintenance, control, inspection, repair, management, care, alteration, and/or supervision of the intersection of Sheridan Drive and Sweet Home Road in the Town of Amherst, County of Erie, and State of New York; (2) causing and/or allowing a dangerous, hazardous, unsafe, and/or defective condition to exist thereat, to wit: glass beads and/or residual debris in the roadway; (3) failing to place proper, adequate, and/or visible warning signs alerting motorists, specifically the Plaintiff, BRADLEY ENSMINGER, of the aforementioned dangerous hazardous, unsafe, and/or defective condition; (4) failing to maintain the aforementioned intersection of Sheridan Drive and Sweet Home Road in a reasonably safe condition; (5) causing, creating, and/or maintaining a nuisance, menace, hazard, trap, dangerous, hazardous, unsafe, and/or defective condition at the aforementioned intersection of Sheridan Drive and Sweet Home Road; (6) breaching their non-delegable duty to maintain the intersection of Sheridan Drive and Sweet Home Road in a reasonably safe condition for the public; (7) failing to remedy said dangerous, hazardous, and/or defective condition in a timely manner; (8) failing to keep the intersection of Sheridan Drive and Sweet Home Road complained of herein free from defects, traps, and conditions constituting

Attachment: DOC101025-10102025082946 (COM-2025-111 : Amended Complaint: Bradley Ensminger Vs Town of Amherst Et Al.)

a danger and/or menace to persons lawfully and properly thereon, specifically, the Plaintiff, BRADLEY ENSMINGER; (9) failing to warn persons lawfully thereon of the dangerous, hazardous, unsafe, and/or defective conditions existing at said property; (10) violation of statutes, ordinances, rules, and regulations in their installation, maintenance, inspection, and repair of the aforesaid intersection of Sheridan Drive and Sweet Home Road; (11) acting in reckless disregard for the safety of others and the Plaintiff, BRADLEY ENSMINGER, in particular; (12) failing to take all necessary and proper means and precautions to avoid said incident; (13) failing to properly train and supervise its agents, servants, and/or employees to prevent said incidents; (14) failure to address prior complaints; (15) violation of the Defendant's special duty and/or proprietary functions; and (16) in otherwise being negligent, carless, and/or reckless under the circumstances then and there existing.

20. The incident and injuries to Plaintiff, BRADLEY ENSMINGER, resulted from the negligence, recklessness, and carelessness in the acts or omissions to act, by the Defendant, TOWN OF AMHERST, their agents, servants, and/or employees, without any negligence on the part of the Plaintiff contributing hereto.

21. That the Defendant, TOWN OF AMHERST, its agents, servants, and/or employees, had actual and/or constructive notice of the defective and dangerous roadway condition in that the Defendant, their agents, servants, and/or employees: were informed of said conditions; created said conditions; and/or the conditions existed for a sufficient length of time prior to the happening of the incident that in the exercise of reasonable care, the Defendant could have and should have had knowledge and notice thereof.

22. That the defective and dangerous roadway condition at the aforesaid location existed and continued to exist due to the negligence of the Defendant, TOWN OF AMHERST.

Attachment: DOC101025-10102025082946 (COM-2025-111 : Amended Complaint: Bradley Ensminger Vs Town of Amherst Et Al.)

23. That upon information and belief the Defendant, TOWN OF AMHERST, knew or should have known of the dangerous and defective conditions alleged by way of prior notice.

24. That upon information and belief the Defendant, TOWN OF AMHERST, affirmatively created the defect through an act of negligence and/or that a special use resulted in a special benefit to the municipality.

25. As a result of the serious injuries sustained by the Plaintiff, BRADLEY ENSMINGER, the Plaintiff has and will suffer: past and future medical expenses; past and future pain and suffering; past and future lost wages; inability to perform household duties; inability to perform normal activities of daily living; susceptibility to future injury; disfigurement; and will suffer additional damages into the future.

26. The amount of damages in this claim exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

27. The limitations of liability set forth in Article 16 of the Civil Practice Law and Rules (hereinafter, "CPLR") do not apply to this action since this action falls within one or more of the exceptions set forth in CPLR § 1602.

28. That the Plaintiff, BRADLEY ENSMINGER, demands a trial by jury of all issues.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT COUNTY OF ERIE

29. The Plaintiff repeats, reiterates, and realleges each and every allegation set forth in paragraphs "1" through "28" inclusive of this complaint, with the same force and effect as though fully set forth herein.

30. On or about August 13, 2024, a Verified Notice of Intention to File a Claim was filed against the Defendant, COUNTY OF ERIE.

Attachment: DOC101025-10102025082946 (COM-2025-111 : Amended Complaint: Bradley Ensminger Vs Town of Amherst Et Al.)

31. The Verified Notice of Intention to File a Claim was served within ninety (90) days after the cause of action in this matter accrued.

32. A hearing was conducted by the Defendant, COUNTY OF ERIE, pursuant to General Municipal Law 50-h on December 20, 2024.

33. Thirty (30) days have elapsed since that claim has been filed and the claims have not been adjusted to resolution.

34. This action was timely commenced within one year and ninety days after the cause of action herein accrued.

35. The claim of the Plaintiff, BRADLEY ENSMINGER, is for personal injuries and damages, including but not limited to: past and future lost wages, past and future medical expenses, and past and future pain and suffering, and disfigurement.

36. That upon information and belief, on or about July 20, 2024, at approximately 5:45 p.m., the Plaintiff, BRADLEY ENSMINGER, while operating his 2017 Harley Davidson Motorcycle, bearing New York License Plate Number: 10RT30, was traveling on Sweet Home Road, intending to make a right-hand turn onto Sheridan Drive. While operating the aforementioned 2017 Harley Davidson Motorcycle, the Plaintiff encountered a defective and dangerous roadway condition: namely, glass beads and/or residual debris in the roadway, causing him to lose control of his motorcycle and be ejected onto the road, sustaining both personal injuries and property damages as a result.

37. The subject incident was reported to the Amherst Police Department, and reports were filed therein.

38. That upon information and belief, the incident giving rise to this claim occurred on or about the 20th day of July, 2024, at or about the intersection of Sheridan Drive and Sweet Home

Attachment: DOC101025-10102025082946 (COM-2025-111 : Amended Complaint: Bradley Ensminger Vs Town of Amherst Et Al.)

Road in the Town of Amherst, County of Erie, and State of New York, property that, upon information and belief, is owned, sponsored, inspected, maintained, studied and patrolled by the Defendant, COUNTY OF ERIE, their agents, servants, and/or employees.

39. As a result of the aforementioned, the Plaintiff, BRADLEY ENSMINGER, sustained injuries including but not limited to the following: injuries to his bilateral lower extremities with resulting scarring, and disfigurement. The Plaintiff reserves the right to claim an aggravation and/or exacerbation of any pre-existing condition.

40. The Plaintiff, BRADLEY ENSMINGER, sustained severe and permanent personal injuries due to the negligence, recklessness, and carelessness in the acts or omissions to act by the Defendant, COUNTY OF ERIE, their agents, servants, and/or employees, in their: (1) negligent ownership, maintenance, control, inspection, repair, management, care, alteration, and/or supervision of the intersection of Sheridan Drive and Sweet Home Road in the Town of Amherst, County of Erie, and State of New York; (2) causing and/or allowing a dangerous, hazardous, unsafe, and/or defective condition to exist thereat, to wit: glass beads and/or residual debris in the roadway; (3) failing to place proper, adequate, and/or visible warning signs alerting motorists, specifically the Plaintiff, BRADLEY ENSMINGER, of the aforementioned dangerous hazardous, unsafe, and/or defective condition; (4) failing to maintain the aforementioned intersection of Sheridan Drive and Sweet Home Road in a reasonably safe condition; (5) causing, creating, and/or maintaining a nuisance, menace, hazard, trap, dangerous, hazardous, unsafe, and/or defective condition at the aforementioned intersection of Sheridan Drive and Sweet Home Road; (6) breaching their non-delegable duty to maintain the intersection of Sheridan Drive and Sweet Home Road in a reasonably safe condition for the public; (7) failing to remedy said dangerous, hazardous, and/or defective condition in a timely manner; (8) failing to keep the intersection of Sheridan Drive

Attachment: DOC101025-10102025082946 (COM-2025-111 : Amended Complaint: Bradley Ensminger Vs Town of Amherst Et Al.)

and Sweet Home Road complained of herein free from defects, traps, and conditions constituting a danger and/or menace to persons lawfully and properly thereon, specifically, the Plaintiff, BRADLEY ENSMINGER; (9) failing to warn persons lawfully thereon of the dangerous, hazardous, unsafe, and/or defective conditions existing at said property; (10) violation of statutes, ordinances, rules, and regulations in their installation, maintenance, inspection, and repair of the aforesaid intersection of Sheridan Drive and Sweet Home Road; (11) acting in reckless disregard for the safety of others and the Plaintiff, BRADLEY ENSMINGER, in particular; (12) failing to take all necessary and proper means and precautions to avoid said incident; (13) failing to properly train and supervise its agents, servants, and/or employees to prevent said incidents; (14) failure to address prior complaints; (15) violation of the Defendant's special duty and/or proprietary functions; and (16) in otherwise being negligent, carless, and/or reckless under the circumstances then and there existing.

41. The incident and injuries to Plaintiff, BRADLEY ENSMINGER, resulted from the negligence, recklessness, and carelessness in the acts or omissions to act, by the Defendant, COUNTY OF ERIE, their agents, servants, and/or employees, without any negligence on the part of the Plaintiff contributing hereto.

42. That the Defendant, COUNTY OF ERIE, its agents, servants, and/or employees, had actual and/or constructive notice of the defective and dangerous roadway condition in that the Defendant, their agents, servants, and/or employees: were informed of said conditions; created said conditions; and/or the conditions existed for a sufficient length of time prior to the happening of the incident that in the exercise of reasonable care, the Defendant could have and should have had knowledge and notice thereof.

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43. That the defective and dangerous roadway condition at the aforesaid location existed and continued to exist due to the negligence of the Defendant, COUNTY OF ERIE.

44. That upon information and belief the Defendant, COUNTY OF ERIE, knew or should have known about the dangerous and defective conditions alleged by way of prior notice.

45. That upon information and belief the Defendant, COUNTY OF ERIE, affirmatively created the defect through an act of negligence and/or that a special use resulted in a special benefit to the municipality.

46. As a result of the serious injuries sustained by the Plaintiff, BRADLEY ENSMINGER, has and will suffer past and future medical expenses; past and future pain and suffering; past and future lost wages; inability to perform household duties; inability to perform normal activities of daily living; susceptibility to future injury; disfigurement; and will suffer additional damages into the future.

47. The amount of damages in this claim exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

48. The limitations of liability set forth in Article 16 of the CPLR do not apply to this action since this action falls within one or more of the exceptions set forth in CPLR § 1602.

49. That the Plaintiff, BRADLEY ENSMINGER, demands a trial by jury of all issues.

AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT ACCENT STRIPE, INC.

50. The Plaintiff repeats, reiterates, and realleges each and every allegation set forth in paragraphs "1" through "49" inclusive of this complaint, with the same force and effect as though fully set forth herein.

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51. That upon information and belief, the incident giving rise to this claim occurred on or about the 20th day of July, 2024, at approximately 5:45 p.m., on or about the intersection of Sheridan Drive (also known as Route 324) and Sweet Home Road in the Town of Amherst, County of Erie, and State of New York.

52. That upon information and belief, on and prior to July 20, 2024, the Defendant, ACCENT STRIPE, INC., contracted with the State of New York and New York State Department of Transportation to perform pavement resurfacing and/or striping pursuant to Project D265000.

53. That upon information and belief, on and prior to July 20, 2024, the Defendant, ACCENT STRIPE, INC., performed roadwork, including but not limited to pavement resurfacing and/or striping, on or about the intersection of Sheridan Drive and Sweet Home Road. Said work was performed in a negligent, reckless, and carless manner in that Defendant, ACCENT STRIPE, INC., its agents, servants, and/or employees, failed to properly inspect, maintain, repair, and/or remedy the roadway surface so that it was free of roadway defects, including but not limited to: remaining debris and/or glass beads, and that the aforementioned caused the injuries sustained by the Plaintiff, BRADLEY ENSMINGER on or about July 20, 2024.

54. That upon information and belief, on or about July 20, 2024, at approximately 5:45 p.m., the Plaintiff, BRADLEY ENSMINGER, while operating his 2017 Harley Davidson Motorcycle, bearing New York License Plate Number: 10RT30, was traveling on Sweet Home Road, intending to make a right-hand turn onto Sheridan Drive. While operating the aforementioned 2017 Harley Davidson Motorcycle, the Plaintiff encountered a defective and dangerous roadway condition: namely, glass beads and/or residual debris in the roadway, causing him to lose control of his motorcycle and be ejected onto the road, sustaining both personal injuries and property damages as a result.

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55. The subject incident was reported to the Amherst Police Department, and reports were filed therein.

56. As a result of the aforementioned, the Plaintiff, BRADLEY ENSMINGER, sustained injuries including but not limited to the following: injuries to his bilateral lower extremities with resulting scarring, and disfigurement. The Plaintiff reserves the right to claim an aggravation and/or exacerbation of any pre-existing condition.

57. As a result of the serious injuries sustained by the Plaintiff, BRADLEY ENSMINGER, has and will suffer past and future medical expenses; past and future pain and suffering; past and future lost wages; inability to perform household duties; inability to perform normal activities of daily living; susceptibility to future injury; disfigurement; and will suffer additional damages into the future.

58. The Plaintiff, BRADLEY ENSMINGER, sustained severe personal injuries due to the negligence, recklessness, and carelessness in the acts or omissions to act by the Defendant, ACCENT STRIPE, INC. their agents, servants, and/or employees, for their: (1) failure to properly inspect and maintain the roadway surface so that it was free of roadway defects, including but not limited to: remaining debris and/or glass beads; (2) causing and/or allowing a dangerous, hazardous, unsafe, and/or defective condition to exist thereat, to wit: glass beads and/or residual debris in the roadway; (3) failing to place proper, adequate, and/or visible warning signs alerting motorists, specifically the Plaintiff, BRADLEY ENSMINGER, of the aforementioned dangerous hazardous, unsafe, and/or defective condition; (4) causing, creating, and/or maintaining a nuisance, menace, hazard, trap, dangerous, hazardous, unsafe, and/or defective condition at the aforementioned intersection of Sheridan Drive and Sweet Home Road; (5) failing to remedy said dangerous, hazardous, and/or defective condition in a timely manner; (6) failing to keep the

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intersection of Sheridan Drive and Sweet Home Road complained of herein free from defects, traps, and conditions constituting a danger and/or menace to persons lawfully and properly thereon, specifically, the Plaintiff, BRADLEY ENSMINGER; (7) failing to warn persons lawfully thereon of the dangerous, hazardous, unsafe, and/or defective conditions existing at said property; (8) acting in reckless disregard for the safety of others and the Plaintiff, BRADLEY ENSMINGER, in particular; (9) failing to take all necessary and proper means and precautions to avoid said incident; (10) failing to properly train and supervise its agents, servants, and/or employees to prevent said incidents; and (11) in otherwise being negligent, carless, and/or reckless under the circumstances then and there existing.

59. The incident and injuries to Plaintiff, BRADLEY ENSMINGER, resulted from the negligence, recklessness, and carelessness in the acts or omissions to act, by the Defendant, ACCENT STRIPE, INC., their agents, servants, and/or employees, without any negligence on the part of the Plaintiff contributing hereto.

60. As a result of the serious injuries sustained by the Plaintiff, BRADLEY ENSMINGER, the Plaintiff has and will suffer past and future medical expenses; past and future pain and suffering; past and future lost wages; susceptibility to future injury; and disfigurement.

61. The amount of damages in this claim exceeds the jurisdictional limits of all lower courts that would otherwise have jurisdiction.

62. The limitations of liability set forth in Article 16 of the CPLR do not apply to this action since this action falls within one or more of the exceptions set forth in CPLR § 1602.

63. That the Plaintiff, BRADLEY ENSMINGER, demands a trial by jury of all issues.

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WHEREFORE, the Plaintiff, BRADLEY ENSMINGER, demands judgment against the Defendants, TOWN OF AMHERST, COUNTY OF ERIE, and ACCENT STRIPE, INC., in an amount to be determined by a jury upon of this action, together with the costs of disbursements of the action, with any and all further relief as this court deems just and proper.

Dated: October 2, 2025
Williamsville, New York

Yours Respectfully,

Christina M. Gullo

Christina M. Gullo, Esq.
THE KANTOR GULLO LAW FIRM, PLLC
Attorneys for the Plaintiff
348 Harris Hill Road, Suite A
Williamsville, NY 14221
(716) 626-0404

TO: TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

COUNTY OF ERIE
92 Franklin Street, Room 1634
Buffalo, New York 14202

ACCENT STRIPE, INC.
3275 North Benzing Road
Orchard Park, New York 14127

Attachment: DOC101025-10102025082946 (COM-2025-111 : Amended Complaint: Bradley Ensminger 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: 10/27/25 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 31093 **RESOLUTION 2025-943** **ADOPTED**

Resolution of Commitment to Accept Future Public Improvements (4300 Millersport Highway, SP-2022-03A

Suspension to Town Board Agenda of October 27, 2025

TO: The Honorable Town Board

FROM: Shawn Lavin, Deputy Supervisor

DATE: October 23, 2025

RE: Resolution of Commitment to Accept Future Public Improvements (4300 Millersport Highway, SP-2022-03A)

WHEREAS, in reference to Correspondence from Sean Hopkins, Esq., to Town Board regarding 4300 Millersport Highway, TB-2025-93 that was on the Town Board agenda for September 30, 2025; and

WHEREAS, also regarding RES 2024-675 Resolution of Commitment to Accept Future Public Improvements (4300 Millersport Highway, SP02022-03A), which was on the August 19, 2024 Town Board agenda;

NOW, THEREFORE, BE IT RESOLVED, the Town Board gives consent to the Town Attorney to create a value and authorize the Supervisor to enter in to such agreement, pending the Town Attorney's approval/action/agreement.

10/27/2025
Deputy Supervisor Lavin made a motion to approve, seconded by Councilmember Berger and unanimously approved 5-0.

FINANCIAL IMPACT:

Future Maintenance Obligations for Public Infrastructure – Amount TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 08/19/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by: **Councilmember Jacqualine Berger**

DOC ID: 29331 **RESOLUTION 2024-675** **ROLL CALL VOTE (ADOPTED)**

Resolution of Commitment to Accept Future Public Improvements (4300 Millersport Highway, SP-2022-03A)

WHEREAS, The Amherst Town Board at its meeting of June 24, 2024 received correspondence from Sean Hopkins, Esquire dated June 17, 2024 regarding a request to commit to accepting future public highways for a proposed development project at 4300 Millersport Highway, AND

WHEREAS, a site plan for phase one of the subject project was approved by the Amherst Planning Board on June 25, 2024 under file number SP-2022-03A, AND

WHEREAS, phase one of the site plan included a proposed main internal roadway and two short cul-de-sac roads which would serve a residential development consisting of 38 patio homes, 7 four unit town homes and 6 two unit town homes for a total of 78 dwelling units as shown on the attached site plan, AND

WHEREAS, the project Developer desires the Town of Amherst to accept the aforementioned proposed roads, including a proposed public waterline and street lighting after such improvements are constructed to town specifications by the developer, and with public improvement permits as required by the Town,

NOW, THERFORE, BE IT RESOLVED, this Town Board will commit to approving future public improvement permits for phase one of the subject development project once approved by the Town Engineer, with the future intention of accepting such improvements after they have been constructed, inspected and certified by the Town Engineer for acceptance as Town owned public infrastructure.

8/19/2024
A motion to approve was made by Supervisor Kulpa, seconded by Councilmember Berger and approved via Roll Call vote 4-1 (nay, Marinucci).

FINANCIAL IMPACT:

Future Maintenance Obligations for Public Infrastructure- Amount TBD

RESULT:	**ROLL CALL VOTE (ADOPTED) [4 TO 1]**
MOVER:	Brian J. Kulpa, Supervisor
SECONDER:	Jacqualine Berger, Councilmember
AYES:	Kulpa, Lavin, Berger, Szukala
NAYS:	Marinucci

Attachment: TB Resolution of Commitment- Public Road (RES-2025-943 : Resolution of Commitment to Accept Future Public Improvements)

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

Francina J. Spoth
Town Clerk

Meeting: 09/30/25 07:00 PM
Department: Town Clerk
DOC ID: 30939

COMMUNICATION 2025-93

REFERRED

Correspondence from Sean Hopkins, Esq. - 4300 Millersport Highway

Letter from Sean Hopkins, Esq. regarding the proposed mixed-use project at 4300 Millersport Highway.

9/30/2025
Referred to Town Attorney

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

Attachment: Communication Hopkins to Town Board 09_30_2025 (RES-2025-943 : Resolution of Commitment to Accept Future Public

HSM

September 24, 2025

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Proposed Mixed-Use Project – Site Plan Review [SP-2022-03A]
4300 Millersport Highway
File 10188.3

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Cimato & Sons (the "Project Sponsor") for the purpose of requesting that the Town Board adopt a resolution during its next meeting to be held on Monday, September 30th for the purpose of approving the Project Sponsor's previous requests that the Town enter into a long-term agreement with the Project Sponsor and its successors and assigns, for the maintenance and future repairs of the on-site privately owned infrastructure.

This item has previously been discussed at numerous meetings of the Town Board and is the last remaining item that needs to be finalized in connection with the approved project.

If you have any questions regarding this letter, please feel free to contact me at 510-4338 or via e-mail at shopkins@hsmlegal.com.

Sincerely,

HOPKINS SORGI & MCCARTHY PLLC

Sean W. Hopkins, Esq.

Enc.

cc: Jacqualine Berger, Councilmember
Shawn Lavin, Councilmember
Michael Szukala, Councilmember
Angela Marinucci, Councilmember
Francina J. Spoth, Town Clerk
Timothy J. Koller, Deputy Town Clerk
Daniel Howard, AICP, Planning Director
Steve Bengart, Esq., Town Attorney
Jeff Burroughs, P.E., Town Engineer
Fred Cimato
Patricia Bittar, P.E., Wm. Schutt & Associates P.C.

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Drive, Suite 100 • Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hsmlegal.com • www.hsmlegal.com

Attachment: Communication Hopkins to Town Board 09_30_2025 (RES-2025-943 : Resolution of Commitment to Accept Future Public