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 28, 2024 | **7:00 PM** | **Amherst Municipal Building**

I. IN MEMORY

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

7:00 PM Meeting called to order on October 28, 2024 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Organization	Title	Status	Arrived
Brian J. Kulpa	Town of Amherst	Supervisor	Present	
Shawn Lavin	Town of Amherst	Deputy Supervisor	Present	
Jacqualine Berger	Town of Amherst	Councilmember	Present	
Michael Szukala	Town of Amherst	Councilmember	Present	
Angela Marinucci	Town of Amherst	Councilmember	Present	
Francina J. Spoth	Town of Amherst	Town Clerk	Present	
Timothy Koller	Town of Amherst	Deputy Town Clerk	Present	
Lynda Juul	Town of Amherst	Director of Finance	Present	
Daryl Bramer	Town of Amherst	Comptroller	Present	
Dan Howard	Town of Amherst	Planning Director	Present	
Samuel A. Alba	Town of Amherst	Interim Town Attorney	Present	

V. MINUTES APPROVAL

1. Tuesday, October 15, 2024

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

2. Friday, October 25, 2024

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

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

1. Resolution 2024-818

Capital Improvement Program (CIP) 2025-2030

The 2025-2030 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 2025-30 CIP can be found on the following link:

https://www.amherst.ny.us/pdf/comptroller/2025_supervisors/240917_proposed_2025_2030_cip.pdf

10/15/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:25 PM.

Supervisor Kulpa gave a brief presentation.

The following speaker addressed the Board:
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 4-0. The public hearing was closed at 8:00 PM.

10/25/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was opened at 10:02 AM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Chris Drongosky, Youngs Rd
Karen Howard, 194 Roycroft Blvd
Joe Voytovich, 35 Bucyrus Dr
Tom Frank, 5403 Main Street
Dennis Hoban, 216 California Dr
Don Smith, 201 N Long St
Jonathan Rich, 210 Smith 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 11:14 AM.

10/28/2024
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.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, 253 Woodshire Ct
Chris Drongosky, Youngs Rd
Jane Cox, 4584 Harlem Rd
Tom Frank, 5403 Main Street
Dennis Hoban, 216 California 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 8:21 PM.

RESULT:	**HEARING CLOSED**

2. Resolution 2024-819

Town of Amherst 2025 Budget

Presentation of the Supervisor's tentative budget without Town Board modifications for the fiscal year beginning January 1, 2025. The 2025 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/2025_supervisors/241001_2025_supervisors_operating_budgets.pdf

10/15/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:25 PM.

Supervisor Kulpa gave a brief presentation.

The following speaker addressed the Board:
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 4-0. The public hearing was closed at 8:00 PM.

10/25/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was opened at 10:02 AM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Jane Cox, 4584 Harlem Rd
Joe Voytovich, 35 Bucyrus Dr
Dennis Hoban, 216 California Dr
Chris Drongosky, Youngs Rd
Don Smith, 201 N Long St

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 11:14 AM.

10/28/2024
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.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Chris Drongosky, Youngs Rd
John Trabert, 234 Mt Vernon Rd
Jane Cox, 4584 Harlem Rd
Karen Howard, 194 Roycroft Blvd
Dennis Hoban, 216 California Dr
Don Smith, 201 N Long St
Judy Ferraro, 213 Donna Lea Blvd

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 8:21 PM.

RESULT:	**HEARING CLOSED**

VIII. DEVELOPMENT REVIEW ACTIONS

IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES

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

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

1. **9/11 Commemoration Committee**
   Membership is unlimited.
2. **Amherst Committee on Disabilities (5)**
3. **Amherst Community Diversity Commission (4)**
4. **Amherst Conservation Advisory Council (5)**
5. **Amherst Government Financial Advisory Board (1)**
6. **Amherst Industrial Development Agency**
   Membership is full.
7. **Amherst Veterans Committee (3)**
8. **Arts & Culture in Public Places Board**
9. **Board of Assessment Review**
   Membership is full.
10. **Board of Electrician Examiners**
    Membership is full.
11. **Board of Ethics**
    Membership is full.
12. **Board of Plumbing and Drainage Examiners**
    Membership is full.
13. **Design Advisory Board**
14. **Employee Suggestion Program Merit Award Board**
    Membership is full.
15. **Employee Suggestion Review Committee**
16. **Energy Conservation Citizens Advisory Committee (3)**
17. **Freedom of Information Law (FOIL) Board**
18. **Glen Park Joint Board**
19. **Historic Preservation Commission**
    Membership is full.

20. Information Technology Advisory Committee (1)

21. Library Board of Trustees

Membership is full.

22. Minority / Woman Owned Business (4)

23. Open Government Advisory Board (4)

24. Planning Board

Membership is full.

25. Recreation Commission (1)

26. Recycling and Waste Committee (3)

27. Senior Services Advisory Board (2)

28. Traffic Safety Board

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals

Membership is full.

X. PUBLIC EXPRESSION

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:22 PM.

The following speakers addressed the Town Board:
John Trabert, 234 Mt Vernon Rd - Spending tax money wisely
Andrea Morgante, 253 Woodshire Ct - Towns Boards & Committees
Dennis Hoban, 216 California Dr - Westwood
Dave Howard, 194 Roycroft Blvd - fuel spill
Chris Drongosky, Youngs Rd - Westwood
Don Smith, 201 N Long St - future development
Shelly Schratz, 1952 Kensington Ave - getting residents more involved

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 8:39 PM.

XI. CONSENT AGENDA

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

XII. COUNCILMEMBER RESOLUTIONS

A. SUPERVISOR KULPA:

1. Resolution 2024-855

BNHV - MOU - CRS #5141

RESOLVED, the Town Board authorizes the Town Supervisor to execute contract (CRS #5141) pending successful completion of the CRS.

RESULT:	**WITHDRAWN**

B. DEPUTY SUPERVISOR LAVIN:

C. COUNCILMEMBER BERGER:

D. COUNCILMEMBER SZUKALA:

E. COUNCILMEMBER MARINUCCI:

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS

A. TOWN ATTORNEY:

1. Resolution 2024-856

2024 Penflex Service Fee Agreements (CRS#S 5121-5127)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: October 22, 2024

RE: Service Award Program : Service Fee Agreements

***Ellicott Creek Fire Protection District No. 9 (CRS #5127)**
***Getzville Fire Protection District No. 11 (CRS #5126)**
***Main Transit Fire Protection District No. 14 (CRS #5125)**
***North Amherst Fire Protection District No. 10 (CRS #5124)**
***North Bailey Fire Protection District No. 19 (CRS #5123)**
***East Amherst Fire Department (CRS #5122)**
***Swormville Fire Department (CRS #5121)**

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.

SAA:RMS:hs
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item: October 28, 2024**)

10/28/2024
Consent

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

2. Resolution 2024-857

Establishing of Lighting District Extension Filing Fee

AGENDA ITEM : OCTOBER 28TH, 2024

TO: Town Board

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

DATE: October 23, 2024

RE: Establishment of Lighting District Extension Filing Fee

Kindly adopt a resolution establishing a Lighting District Extension filing fee of $3,000.00 for entities seeking to install streetlights in new subdivisions or new public streets in the Town of Amherst. This cost will cover expenditures associated with both legal and filing fees required to begin the process of extending the district and will be deposited into the appropriate account as determined by the Comptroller.

Thank you.

SAA:NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Daryl Bramer, Comptroller
Lynda Juul, Director of Finance

10/28/2024
Consent

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

3. Resolution 2024-858

Proposed Permanent Sanitary Sewer Easement - Tops Markets, LLC (155/157 Meyer Road) (CRS#S 5129-5130)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **N. Bailey Sanitary Sewer Project**
Proposed Permanent Sanitary Sewer Easement
Address: 155 Meyer Road (CRS # 5129) and 157 Meyer Road (CRS # 5130)
Owner: Tops Markets, LLC

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement: (1) pending final review and signature by an authorized party of Tops Markets, LLC; (2) pending final review by the Town Attorney's Office and its outside counsel; and (3) pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Jeffrey S. Burroughs, PE, Town Engineer
Jessica Boudreau, PE, Project Manager

10/28/2024
Consent

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

4. Resolution 2024-859

Proposed Permanent Sanitary Sewer Easement - Alman Company, LLC (3950 Maple Road) (CRS# 5131)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **N. Bailey Sanitary Sewer Project**
Proposed Permanent Sanitary Sewer Easement (CRS #5131)
Address : 3950 Maple Road
Owner : Alman Company, LLC

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement: (1) pending final review and signature by an authorized party of Alman Company, LLC; (2) pending final review by the Town Attorney's Office and its outside counsel; and (3) pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Jeffrey S. Burroughs, PE, Town Engineer
Jessica Boudreau, PE, Project Manager

10/28/2024

Consent

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

5. Resolution 2024-860

Proposed Temporary Sanitary Sewer Easement - Jemal's Boulevard LLC (1265 NF Blvd.) (CRS# 5132)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **N. Bailey Sanitary Sewer Project**
Proposed Temporary Sanitary Sewer Easement (CRS# 5132)
Address : 1265 Niagara Falls Boulevard
Owner : Jemal's Boulevard LLC

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement: (1) pending final review and signature by an authorized party of Jemal's Boulevard, LLC; (2) pending final review by the Town Attorney's Office and its outside counsel; and (3) pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Jeffrey S. Burroughs, PE, Town Engineer
Jessica Boudreau, PE, Project Manager

10/28/2024
Consent

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

6. Resolution 2024-861

Proposed Temporary Sanitary Sewer Easement - PCW Corporation (3906 Maple Road) (CRS# 5133)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **N. Bailey Sanitary Sewer Project**
Proposed Temporary Sanitary Sewer Easement (CRS# 5133)
Address : 3906 Maple Road
Owner : PCW Corporation

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement: (1) pending final review and signature by an authorized party of PCW Corporation; (2) pending final review by the Town Attorney's Office and its outside counsel; and (3) pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Jeffrey S. Burroughs, PE, Town Engineer
Jessica Boudreau, PE, Project Manager

10/28/2024
Consent

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

7. Resolution 2024-862

Proposed Permanent Sanitary Sewer Easement - Harding Road, LLC (468 Harding Road) (CRS# 5134)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **Proposed Permanent Sanitary Sewer Easement (CRS# 5134)**
Address : 468 Harding Road
Owner : Harding Road, LLC

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement: (1) pending final review and signature by an authorized party of Harding Road, LLC; and (2) pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Jeffrey S. Burroughs, PE, Town Engineer
Jessica Boudreau, PE, Project Manager

10/28/2024
Consent

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

B. TOWN CLERK:

C. ASSESSOR:

1. Resolution 2024-863

Auction of Assessors Department Vehicle

Kindly adopt a resolution authorizing the Assessors Department to take the following vehicle out of service and allow for sale at auction.

VIN: 1FMCU9DG2BKB47288
MAKE/MODEL: 2011 FORD ESCAPE
ESTIMATED VALUE: $500

10/28/2024
Consent

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

2. Resolution 2024-864

Appointment of 2025 Board of Assessment Review Temporary Members

WHEREAS, under New York State Statute the Town Maintains a Board of Assessment Review (BAR) that consists of 5 permanent members who are each appointed for a five year term; and

WHEREAS, the Town also maintains temporary board members to assist in the BAR process. These members go through the same training as the permanent members but are appointed for one year term that runs from November 1, 2024 thru October 31, 2025; and

WHEREAS, due to the 2024 reassessment project, the Town will require 7 temporary members to assist in the BAR process; and

WHEREAS, the Assessor working with Howard Zubin, BAR Chairman, identified 7 temporary members they would like the Town Board to consider for appointment. All members were selected based on their experience in Real Estate, Valuation and are Amherst residents; and

WHEREAS, the names of the seven (7) reappointment temporary members are Michael Ameroso, Jim O'Donnell, Michael Schwartz, Vincent Smith, Ann Terranova, Richard VanDette, and Cheryl Walfrand ; and

WHEREAS, all Temporary Member appointments will be required to attend the training session for new BAR members that is conducted by Erie County Real Property Tax Services.

NOW, THEREFORE, BE IT RESOLVED that upon the recommendation of the Town Assessor, the Town Board kindly adopts this resolution approving appointment of the seven (7) temporary members to the Board of Assessment Review for 2024-2025.

10/28/2024
Consent

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

3. Resolution 2024-865

Board of Assessment Review-Permanent Member Resignation and New Appointment

WHEREAS, under New York State Statute the Town maintains a Board of Assessment Review (BAR) that consists of 5 permanent members who are each appointed for a five-year term that runs from October 1 through September 30; and

WHEREAS, Kimberly Addelman is resigning from her role as a permanent member; and

WHEREAS, Aaron Stanley has expressed interest in serving as a permanent member of the board; and

WHEREAS, Aaron has served as a temporary member for 2 years and his knowledge and insights in the local market are invaluable; and

NOW THEREFORE BE IT RESOLVED that upon the recommendation of the Town Assessor, the Town Board kindly adopts this resolution approving appointment of Aaron Stanley to the Board of Assessment Review to carry out the remainder of Kim's term ending September 30, 2027, effective immediately.

10/28/2024
Consent

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

4. Resolution 2024-866

Board of Assessment Review-Permanent Member Appointment

WHEREAS, under New York State Statute the Town maintains a Board of Assessment Review (BAR) that consists of 5 permanent members who are each appointed for a five-year term that runs from October 1 through September 30; and

WHEREAS, Dale Kadish has expressed interest in serving as a permanent member of the board; and

WHEREAS, Dale has served as a temporary member for over 5 years and his knowledge and insights in the local market are invaluable; and

NOW THEREFORE BE IT RESOLVED that upon the recommendation of the Town Assessor, the Town Board kindly adopts this resolution approving appointment of Dale Kadish to the Board of Assessment Review for a five-year term from October 1, 2024 - September 30, 2029, effective immediately.

10/28/2024
Consent

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

D. BUILDING/BUILDING MAINTENANCE:

1. Resolution 2024-867

Purchase Order Phillips Brother Supply

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Building Maintenance to purchase equipment from Phillips Brothers, totaling $1014.92. This equipment is necessary for the successful completion of the "Engineering Building Improvements" project and has already been audited by the Comptroller's Office.

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to approve the purchase from Phillips Brothers.

10/28/2024
Consent

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

2. Resolution 2024-868

Senior Center Waste Line Replacement

WHEREAS, the Facilities/Building Maintenance Department received bids on October 17, 2024 for plumbing work at the Amherst Senior Center; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to award this contract to M.K.S. Plumbing Corp. in the amount of

$48,825.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with M.K.S. Plumbing Corp.

10/28/2024
Consent

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

E. CENTRAL ALARM:

F. COMPTROLLER:

1. Resolution 2024-869

2025 Budget Amendment

Please approve the attached budget amendment for the 2025 Budget to adjust RPTL 520 Report for Other Items.

10/28/2024
Consent

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

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2. Resolution 2024-870

2025 Budget Other Items

Please see the attached file for the 2025 Other Items, $529,038.90. 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.

10/28/2024
Consent

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

3. Resolution 2024-871

Budget Transfers and Amendments

For October 28, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 10/23/2024
Re: Various Department Budget Transfers / Amendments

I have received the following request(s) requiring budget transfers and / or amendments. Based on my review, I ask that the Town Board approve the following list;

BUDGET TRANSFERS - 2024

FROM:	***TO:***
A3120.2130 Police - Computers $2,161.15	A3131.2130 2024 JAG Grant $2,161.15
To transfer funds into A3131.2130 2024 JAG Grant Computers for CRS# 5111.	
H4068.4000 Insect Control - Contractual $42,000.00	H8000.4430 Drainage - Misc. $51,150.00
H4068.2250 Insect Control - Other Equip. $9,150.00	
To transfer funds for purchasing materials for drainage work.	

BUDGET AMENDMENTS - 2024

INCREASE:	***INCREASE:***
N2450.02785 TONA Rehab- PI $48,858.07	N2450.4000 Contractual $48,858.07
N2453.02785 TONA Admin- PI $5,428.68	N2453.4003 10% Admin $5,428.68
To recognize Community Development program income from 314 Yorkshire, Tonawanda.	
A3120.02770 Police Office- Unclassified $878.50	A3120.4430 Miscellaneous $878.50
A3120.02770 Police Office- Unclassified $921.59	A3120.4020 Postage $921.59
A3122.02410 Bailey Ave- Rentals $9,300.00	A3122.4220 Bldgs & Grounds $9,300.00
A3120.02680 Police Office- Insurance Reimb $25,534.14	A3120.4230 Passenger Vehicles $25,534.14
To recognize third quarter revenues received by the Police Department and increase expenditures.	
KP2316.4979 Northtown Ice Plant $489,171.00	KP2316.4971 Design $276,803.31
	KP2316.4972 Construction $212,367.69
To transfer funds from KP2316.4976 Northtown Center Ice Plant Renovations Contingencies into Design and Construction to cover expenditures until NYS DEC grant is approved and available.	
A3131.04389 2024 JAG Grant - Federal Aid $12,475.00	A3131.2130 Computers $12,475.00
To setup budget for Edward Byrne Memorial Justice Assistance Grant Program - U.S. Department of Justice (JAG) for CRS# 5111.	
A3133.04389 NYSDCJS Dispatch - Fed. Aid $20,000	A3133.2130 Computers $20,000.00
To setup Edward Byrne Memorial Justice Assistance Grant Program: Dispatch Center Computers & Equipment - New York State Division of Criminal Justice Services (NYSDCJS) for CRS# 5104.	

10/28/2024
Consent

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

G. CONTRACT COMPLIANCE:

1. Resolution 2024-872

Award NY State OGS Mini Bid #2024043 for 2024 Ford F750 with Rugby Titan 10' Dump Body - CRS #5112

WHEREAS, the Contract Compliance & Administration Department issued Mini-Bid #2024043 through NYS OGS for one (1) 2024 Ford F750 with Rugby Titan 10' Dump Body; and

WHEREAS, bids were received from two (2) vendors as per the attached Bid Tabulation Form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Mini-Bid be awarded to Ferrario Ford for their low bid of $127,044.67; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System as the vehicle is in stock and we need to issue a PO as soon as possible to reserve it; and

BE IT FURTHER RESOLVED, this award replaces resolution 2024-365 awarding NYS OGS Mini-Bid #2024016 for one (1) 2025 Ford F750 with Airflo 11' steel dump body to Ferrario Ford as a purchase order was never issued for this vehicle and the vendor could not hold pricing because manufacturer pricing changed.

10/28/2024
Consent

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

2. Resolution 2024-873

Award Bid #2024039 Crane & Hoist Services - CRS #5116

WHEREAS, the Contract Compliance and Administration Department received bids on October 10, 2024 for Crane & Hoist Services; and

WHEREAS, the bid process resulted in responses from three (3) 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 Volland Electric Equipment Corp.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Volland Electric Equipment Corp.; and

BE IT FURTHER RESOLVED, that this contract replaces the existing contract with Vital Crane Services, Inc. awarded under Bid #2023038 via resolution 2023-782 due to the current vendor being non-responsive.

10/28/2024
Consent

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

3. Resolution 2024-874

Town Wide Spring Repair - CRS #5128

WHEREAS, the Contract Compliance and Administration Department is requesting approval to use the Erie County Contract for Spring Repairs and Replacement - Erie County Bid #222027-004 with Frey Heavy Duty; and

WHEREAS, the contract term will be through March 31, 2025;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Supervisor to sign the contract with Frey Heavy Duty; 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.

10/28/2024
Consent

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

4. Resolution 2024-875

Award Bid #2024040 Highway Department Pick-Up Trucks - CRS #5135

WHEREAS, the Contract Compliance and Administration Department received bids on October 17, 2024 for Highway Department Trucks; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Basil Lease Corp.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Basil Lease Corp.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the vehicles are in stock and we need to issue a PO as soon as possible to reserve the vehicles.

10/28/2024
Consent

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

5. Resolution 2024-876

Award Bid #2024038 Electrical Panelboards - CRS #5137

WHEREAS, the Contract Compliance and Administration Department received bids on September 19, 2024 for Electrical Panelboards; and

WHEREAS, the bid process resulted in responses from seven (7) 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 Turtle & Hughes; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Turtle & Hughes; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System as the current bid dated September 19, 2024 is only valid for 45 days and will expire on November 4, 2024, prior to the next Town Board meeting.

10/28/2024
Consent

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

H. COURT:

I. ECONOMIC DEVELOPMENT:

J. EMERGENCY SERVICES:

K. ENGINEERING SERVICES:

1. Resolution 2024-877

Erie County Water Authority (ECWA) Cooperative Agreement Royal Park Sports Complex Improvements - TOA Project No. 2019.055 CRS ID #5101

Royal Park is located within ECWA's direct service area where all of the public waterline facilities are owned, operated and maintained by ECWA. As such and in order to provide water service to the new facilities currently being constructed at Royal Park, the enclosed Agreement must be executed. This process will mimic the typical Town PIP process where the Town will install the required water service through the project's site contractor and once completed and inspected, the new water facilities will then be turned over to be owned, operated and maintained by ECWA. Please note that this is a three-party agreement between ECWA, the Town and the installation contractor, Louis Del Prince & Sons, Inc.

As per the above, we are requesting the Town Board to authorize the Supervisor to execute the attached Cooperative Agreement at no cost to the Town. Thank you for considering this request.

10/28/2024
Consent

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

2. Resolution 2024-878

Change Order No. 01- SU – Louis Del Prince & Sons, Inc. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5100

We respectfully request your consideration for the approval of this resolution authorizing the Supervisor to sign the referenced Change Order, which proposes an increase to this overall contract by $130,883.00. This adjustment will address perimeter safety and sound attenuation concerns raised by adjacent residents through the installation of an additional 1,500 linear feet of 8-foot stockade fencing. Additionally, we plan to install further fencing and a sidewalk along Queen Place Rd. to enhance pedestrian safety and access to the park from the neighborhood.

Lastly, it is important to note that the existing onsite storm line was found to be damaged prior to construction, necessitating further corrective actions and associated costs. Funding for this added expense is available within the project account KP2303.4972.

Thank you for your attention to this matter. We believe these improvements will significantly benefit the community.

RESULT:	**WITHDRAWN**

L. FINANCE:

M. HIGHWAY

1. Resolution 2024-879

Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #5090

WHEREAS, Bid #2022-022, Tree Treatment Products, the Highway Department allows for the contract to be extended for a period of one (1) year at the same terms and conditions and;

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2023-819, SITEONE LANDSCAPE SUPPLY;

NOW THEREFORE RESOLVED, the contract extension term will be dated from 9/5/2023 through 9/5/2024 through 9/5/2025 and;

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the one year contract extension with Siteone Landscape Supply, 1385 East 36th Street, Cleveland, Ohio 44114 subject to the Contract Routing System, CRS #5090 and the approval of the Town Attorney.

10/28/2024
Consent

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

2. Resolution 2024-880

Approval of Agreement - Snow Removal and Ice Control - SUNY at Buffalo - CRS #5114

The Highway Department requests authorization to allow the Supervisor to sign the agreement between the Town of Amherst Highway Department and the State University of New York at Buffalo.

This agreement is for the 2024 - 2025 winter season of 09/01/2024 through 08/31/2025 for snow removal and ice control.

The State University of New York at Buffalo agrees to reimburse the Town of Amherst the sum of $62,445.62.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this agreement subject to the Contract Routing System (CRS #5114) and the approval of the Town Attorney.

10/28/2024
Consent

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

3. Resolution 2024-881

Pump Doctor Inc Maintenance/On-Call Services for Fuel Sites on Erie County Piggyback-CRS#5117

The Highway Department is requesting the Town Board authorize an agreement to piggyback the Erie County Contract #240275-002 for Maintenance/On-call services for Erie County Fuel Sites through The Pump Doctor, Inc. This contract will be valid from the date of execution by the Town of Amherst through August 31, 2026.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract, subject to the Contract Routing System (CRS #5117) and the Town Attorney approval.

Thank you for considering this request!

10/28/2024
Consent

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

4. Resolution 2024-882

Authorize Supervisor to Sign FM Communications Extension-Three (3) Months of Public Safety Communications Parts and Equipment - CRS #4534 & #5146

WHEREAS, the Highway Department requests the Town Board to give the Town Supervisor permission to sign a contract extension for three (3) months with FM COMMUNICATIONS, 1914 Colvin Blvd, Tonawanda, NY 14150 and the Town of Amherst.

BE IT RESOLVED, the purchases are for public safety communications equipment and services on NYS-OGS Award #23141, Group #772000, Contract #PT69525, dated 8/27/19 through 8/26/24 extended to 11/26/24, pending successful completion of the Contract

Routing System (CRS#4534) and the Town Attorney's approval.

10/28/2024
Consent

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

N. HUMAN RESOURCES:

1. Resolution 2024-883

Clerk - PT/Court

Please appoint a Clerk- PT to the Amherst Town Court, Effective October 29, 2024, Temporary, $15.50 ph, Step 1 for Emma Barillari.

Contingent upon completing all pre-employment requirements.

10/28/2024
Consent

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

2. Resolution 2024-884

Principal Clerk Typist/ Information Technology Department

Please appoint a Principal Clerk Typist to the Information Technology Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective November 25, 2024 at an annual salary of $44,406, Grade 7, Step D for Robin Erwin.

This appointment is for an employee currently serving as Principal Clerk Typist and transferring from another department.

10/28/2024
Consent

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

3. Resolution 2024-885

Network Manager/Information Technology Department

Please appoint a Network Manager to the Information Technology Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 29, 2024 at an annual salary of $81,924, Grade 18, Step H for Michael Peller.

This is a permanent appointment for a current employee who has been serving provisionally.

10/28/2024
Consent

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

4. Resolution 2024-886

Principal Clerk Typist/Court

Please appoint a Principal Clerk Typist to the Amherst Town Court. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 29, 2024 at an annual salary of $38,674, Grade 7, Step A for Michelle Manly.

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

10/28/2024
Consent

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

5. Resolution 2024-887

Senior Clerk Typist/Court

Please appoint a Senior Clerk Typist to the Amherst Town Court. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 29, 2024 at an annual salary of $36,295, Grade 5, Step A for Kimberly McGuirk-Zuber.

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

10/28/2024
Consent

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

O. INFORMATION TECHNOLOGY:

P. PLANNING:

1. Resolution 2024-888

Authorize the Supervisor to Execute the Sale Agreement for 160 Campus Drive, Amherst, NY 14226 and Request to Utilize Distressed Properties Trust Account for the Sale Expenses CRS #5142

WHEREAS, the Town of Amherst took ownership of 160 Campus Drive Amherst, NY 14226 on August 16th, 2022 through abandonment proceedings (RES#2022-312) in order to address extreme code violations; and

WHEREAS, the Building Department was given authorization by the Town Board to demolish 160 Campus Drive due to the deplorable and dangerous condition of the vacant home and prepare the property for resale and redevelopment (RES#'s 2022-1011, 2023-672; 2023-757); and

WHEREAS, the Property was publicly listed for sale with competitive offers due to the Town Planning Department by September 27th, 2024; and

WHEREAS, the Planning Department received two (2) viable offers with the higher offer from 177 Darwin, LLC meeting the Town's terms for sale; and

WHEREAS, the Planning Department is seeking to execute the Contract for Sale of 160 Campus Drive to 177 Darwin, LLC and requests authorization to use the Distressed Properties Trust Account for the Town's ancillary costs for the property's closing; now therefore

BE IT RESOLVED, that the Amherst Town Board authorizes the Supervisor to execute the Contract for sale of 160 Campus Drive, Amherst NY 14226 (SBL#68.17-3-14) to 177 Darwin, LLC, pending successful completion of the contract routing process; and authorizes the use of the Distressed Properties Trust Account (T4019-4002) for an amount not to exceed $5,000, towards typical costs associated with a real estate transaction for the property, with property sale proceeds to be returned back into the Distressed Property Trust Account.

10/28/2024
Consent

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

Q. POLICE:

1. Resolution 2024-889

Erie County Society for the Prevention of Cruelty to Animals D/B/A SPCA Erie County (CRS #5072) Agreement to Adopt Unclaimed Seized Dogs

TOWN BOARD AGENDA ITEM: OCTOBER 28, 2024

TO: **Town Board**

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

RE: **Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Erie County (CRS #5072) Agreement to Adopt Unclaimed Seized Dogs**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Erie with regard to the above-entitled

matter. Approval of this agreement is contingent upon the successful completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 28, 2024**)

10/28/2024
Consent

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

2. Resolution 2024-890

2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS #5111)

TOWN BOARD AGENDA ITEM: OCTOBER 28, 2024

TO: **Town Board**

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

RE: **2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS#5111)**

WHEREAS, the Bureau of Justice Assistance has combined funding available through the Edward Byrne program and is offering grant money to the City of Buffalo and the Towns of Amherst and Cheektowaga; and

WHEREAS, The Town of Amherst will receive approximately $12,475.00 to utilize for a number of purposes including but not limited to additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice; and

WHEREAS, the Town of Amherst will need to contribute $2,161.15 of departmental funds to complete this project; and

WHEREAS, the City of Buffalo will serve as the lead agency for the purpose of securing and administering these grant funds;

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor is hereby authorized and directed to execute all documents pertaining to the application and

acquisition of said funding including a Memorandum of Understanding with the other municipal partners in this collaborative effort, pending the successful completion of the Contract Routing Process.

SPC: msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: October 28, 2024)**

10/28/2024
Consent

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

3. Resolution 2024-891

Edward Byrne Memorial Justice Assistance Grant Agreement (CRS #5104) Dispatch Center Computers & Equipment New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: OCTOBER 28, 2024

TO: **Town Board**

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

RE: **Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5104) Dispatch Center Computers & Equipment New York State Division of Criminal Justice Services (NYSDCJS)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the above-entitled matter. Approval of this grant agreement is contingent upon the successful completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 28, 2024**)

10/28/2024
Consent

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

4. Resolution 2024-892

Digital Surveillance Solutions (DSS) (CRS #5113) Installation of Additional Security Cameras and Access Control at 30 S. Cayuga Road

TOWN BOARD AGENDA ITEM: OCTOBER 28, 2024

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS #5113) Installation of Additional Security Cameras and Access Control at 30 S. Cayuga Road**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst and Digital Surveillance Solutions, Inc. (DSS), 485 Cayuga Road, Buffalo New York, 14225 with regard to the above-entitled matter. This agreement is pending successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: October 28, 2024)**

10/28/2024
Consent

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

R. SENIOR SERVICES:

S. SEWER/PLANT 16:

1. Resolution 2024-893

WPCF Odor Eliminator Procurement Chemasters, Inc. CRS #5107

The Engineering Department-Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign the referenced agreement with Chemasters Inc. This agreement would be a quotation contract for odor eliminator at the WPCF, being a quotation contract we would have a not to exceed amount of $20,000.00 annually. The term of this contract will be from date of Town Board approval by the Town of Amherst through December 31, 2025.

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

Funding source for this will be G9916-4820 and 4926.

Thank you for considering this request.

10/28/2024
Consent

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

2. Resolution 2024-894

Purchase of Eight (8) Sanitary Sewer Manhole Covers with Carbon Filters for Odor Control

We are requesting Town Board approval to purchase 8 Sanitary Sewer manhole covers with carbon filters for odor control in the amount of $4,608.

Funding for this purchase is available from budget code G9000-2600 which requires Town Board approval.

Thank you for considering this request.

10/28/2024
Consent

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

T. YOUTH AND RECREATION:

1. Resolution 2024-895

Authorization to Pay Vendor

WHEREAS, the Town of Amherst currently has contracts with four vendors for sports fields materials, and

WHEREAS, a newer employee accidentally ordered seed from the wrong vendor, and

WHEREAS, the mistake was not discovered until after the seed had been spread and was not returnable, and

WHEREAS, the employee has been counseled and steps have been put into place to ensure that this mistake does not happen again;

NOW THEREFORE, BE IT RESOLVED THAT the Amherst Town Board authorizes the payment of invoices 142621853-001 and 142476152-001 in the amounts of $158.13 and $118.58 respectively to SiteOne Landscape Supply.

10/28/2024
Consent

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

XIV. UNFINISHED BUSINESS

XV. COMMUNICATIONS

1. Communication 2024-84

Request for Public Hearing - 1050 New Road

Request from Jeffery Palumbo, Esq. requesting a public hearing on a special use permit for a proposed solar project at 1050 New Road.

This hearing has been scheduled for November 12th.

10/28/2024
Consent

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

2. Communication 2024-85

Eggertsville Fire District Fee Waiver Request

Letter from Eggertsville Fire District requesting a fee waiver for Site Plan updates and future construction projects at 1880 Eggert Road. The Planning Director and Building Commissioner response is attached.

10/28/2024
Consent

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

3. Communication 2024-86

Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road

Letter from Sean Hopkins, Esq. regarding the proposed residential subdivision at 1789 Dodge Road.

10/28/2024
Referred to Attorney & Planning

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

4. Communication 2024-87

Notice of Claim: Carole Weingarten Vs. Town of Amherst

10/28/2024
Referred to Attorney

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

5. Communication 2024-88

Notice of Claim: Enterprise Rent-A-Car Vs. Town of Amherst

10/28/2024
Referred to Attorney

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

6. Communication 2024-89

Verified Petition: Chad Sleiman Vs. Amherst Police Department Et Al.

10/28/2024
Referred to Attorney

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

XVI. PUBLIC IMPROVEMENT PERMITS

1. Resolution 2024-896

Private Improvement Permit No. 3133 Sanitary Sewer – Villas at Essex Woods 2018.029/SP-2018-08A

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $4,508.50.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $3,790.00 which will be held in escrow to cover the inspection costs, and one in the amount of $568.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3133.

Thank you for considering this request.

10/28/2024
Consent

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

2. Resolution 2024-897

Private Improvement Permit No. 3134 Waterline – Villas at Essex Woods 2018.029/SP-2018-08A

Attached please find an application for a Waterline Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $4,175.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $4,025.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3134.

Thank you for considering this request.

10/28/2024
Consent

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

XVII. PUBLIC EXPRESSION #2

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

A motion to open Public Expression was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was opened at 8:51 PM.

The following speakers addressed the Town Board:
Bob Drdul, 92 Chateau Ter - 22 Chateau Ter regarding the garage
Jane Cox, 4584 Harlem Rd - 22 Chateau Ter regarding the garage
Chris Drongosky, Youngs Rd - Boulevard Mall future
Dave Howard, 194 Roycroft Blvd - school taxes
Don Smith, 201 N Long St - Traffic issues at future Costco site
Dennis Hoban, 216 California Dr - Westwood

There were no further speakers from the public, therefore Supervisor Kulpa moved to close Public Expression, seconded by Councilmember Berger and unanimously approved 5-0. Public Expression was closed at 9:00 PM.

XVIII. 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 28, 2024 was adjourned at 9:06 PM.

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29540 **RESOLUTION 2024-818** **HEARING CLOSED**

Capital Improvement Program (CIP) 2025-2030

The 2025-2030 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 2025-30 CIP can be found on the following link:

https://www.amherst.ny.us/pdf/comptroller/2025_supervisors/240917_proposed_2025_2030_cip.pdf

10/15/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:25 PM.

Supervisor Kulpa gave a brief presentation.

The following speaker addressed the Board:
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 4-0. The public hearing was closed at 8:00 PM.

10/25/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was opened at 10:02 AM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Chris Drongosky, Youngs Rd
Karen Howard, 194 Roycroft Blvd
Joe Voytovich, 35 Bucyrus Dr
Tom Frank, 5403 Main Street
Dennis Hoban, 216 California Dr
Don Smith, 201 N Long St
Jonathan Rich, 210 Smith 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 11:14 AM.

10/28/2024
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.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Andrea Morgante, 253 Woodshire Ct
Chris Drongosky, Youngs Rd
Jane Cox, 4584 Harlem Rd
Tom Frank, 5403 Main Street
Dennis Hoban, 216 California 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 8:21 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: 10/28/24 07:00 PM
Department: Town Clerk
Initiated by: **Timothy Koller**
Co-Sponsored by:

DOC ID: 29542 **RESOLUTION 2024-819** **HEARING CLOSED**

Town of Amherst 2025 Budget

Presentation of the Supervisor's tentative budget without Town Board modifications for the fiscal year beginning January 1, 2025. The 2025 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/2025_supervisors/241001_2025_supervisors_operating_budgets.pdf

10/15/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Councilmember Berger and unanimously approved 4-0. The public hearing was opened at 7:25 PM.

Supervisor Kulpa gave a brief presentation.

The following speaker addressed the Board:
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 4-0. The public hearing was closed at 8:00 PM.

10/25/2024
A motion to open the public hearing was made by Supervisor Kulpa, seconded by Deputy Supervisor Lavin and unanimously approved 5-0. The public hearing was opened at 10:02 AM.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Jane Cox, 4584 Harlem Rd
Joe Voytovich, 35 Bucyrus Dr
Dennis Hoban, 216 California Dr
Chris Drongosky, Youngs Rd
Don Smith, 201 N Long St

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 11:14 AM.

10/28/2024
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.

Supervisor Kulpa gave a brief presentation.

The following speakers addressed the Board:
Chris Drongosky, Youngs Rd
John Trabert, 234 Mt Vernon Rd
Jane Cox, 4584 Harlem Rd
Karen Howard, 194 Roycroft Blvd
Dennis Hoban, 216 California Dr
Don Smith, 201 N Long St
Judy Ferraro, 213 Donna Lea Blvd

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 8:21 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: 10/28/24 07:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 29595 **RESOLUTION 2024-855** **WITHDRAWN**

BNHV - MOU - CRS #5141

RESOLVED, the Town Board authorizes the Town Supervisor to execute contract (CRS #5141) pending successful completion of the CRS.

FINANCIAL IMPACT:

tbd

RESULT:	**WITHDRAWN**

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29570 **RESOLUTION 2024-856** **ADOPTED**

2024 Penflex Service Fee Agreements (CRS#S 5121-5127)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 22, 2024**

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

***Ellicott Creek Fire Protection District No. 9 (CRS #5127)**
***Getzville Fire Protection District No. 11 (CRS #5126)**
***Main Transit Fire Protection District No. 14 (CRS #5125)**
***North Amherst Fire Protection District No. 10 (CRS #5124)**
***North Bailey Fire Protection District No. 19 (CRS #5123)**
***East Amherst Fire Department (CRS #5122)**
***Swormville Fire Department (CRS #5121)**

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.

SAA:RMS:hs
Attachments
c: Tim Koller, Deputy Town Clerk
(w/attachments, **Agenda Item: October 28, 2024**)

10/28/2024
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:	Shawn Lavin, Deputy Supervisor
AYES:	Kulpa, Lavin, Berger, Szukala, Marinucci

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2024-10/31/2025 Service Fee Agreement

EAST AMHERST FIRE DEPARTMENT
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,850

Per-Participant Fee: $20

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: $27 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: $6,500

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2023:

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 2024:

Complete the NYS LOSAP Audit Package for a fee of $595: _____ 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 $1,000: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

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 $900 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: 2024SvcFeeAgr.EastAmh (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

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: 2024SvcFeeAgr.EastAmh (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2024-10/31/2025 Service Fee Agreement

TOWN OF AMHERST
ELLICOTT CREEK FIRE PROTECTION DISTRICT NO. 9
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,850

Per-Participant Fee: $20

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: $27 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: $7,800

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2023:

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 2024:

Complete the NYS LOSAP Audit Package for a fee of $595: _____ 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 $1,000: __X__ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

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 $900 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: 2024SvcFeeAgr.EllCreek (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

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: 2024SvcFeeAgr.EllCreek (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2024-10/31/2025 Service Fee Agreement

TOWN OF AMHERST
GETZVILLE FIRE PROTECTION DISTRICT NO. 11
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,850

Per-Participant Fee: $20

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: $27 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: $8,600

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2023:

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 2024:

Complete the NYS LOSAP Audit Package for a fee of $595: _____ 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 $1,000: __X__ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

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 $900 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: 2024SvcFeeAgr.Getz (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

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: 2024SvcFeeAgr.Getz (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2024-10/31/2025 Service Fee Agreement

TOWN OF AMHERST
MAIN TRANSIT FIRE PROTECTION DISTRICT NO. 14
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,850

Per-Participant Fee: $20

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: $27 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: $8,300

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2023:

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 2024:

Complete the NYS LOSAP Audit Package for a fee of $595: _____ 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 $1,000: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

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 $900 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: 2024SvcFeeAgr.MainTrans (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

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: 2024SvcFeeAgr.MainTrans (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2024-10/31/2025 Service Fee Agreement

TOWN OF AMHERST
NORTH AMHERST FIRE PROTECTION DISTRICT NO. 10
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,850

Per-Participant Fee: $20

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: $27 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 2023:

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 2024:

Complete the NYS LOSAP Audit Package for a fee of $595: _____ 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 $1,000: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

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 $900 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: 2024SvcFeeAgr.NrthAmh (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

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: 2024SvcFeeAgr.NrthAmh (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2024-10/31/2025 Service Fee Agreement

TOWN OF AMHERST
NORTH BAILEY FIRE PROTECTION DISTRICT NO. 18
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,850

Per-Participant Fee: $20

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: $27 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: $7,100

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2023:

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 2024:

Complete the NYS LOSAP Audit Package for a fee of $595: _____ 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 $1,000: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

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 $900 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: 2024SvcFeeAgr.NrthBail (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

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: 2024SvcFeeAgr.NrthBail (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

Penflex Copy

Penflex Actuarial Services, LLC.
11/1/2024-10/31/2025 Service Fee Agreement

SWORMVILLE FIRE COMPANY, INC.
SERVICE AWARD PROGRAM

Standard Services Fee Schedule

Base Fee: $3,850

Per-Participant Fee: $20

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: $27 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: $6,700

Optional Preparation of Financial Statement Disclosures (For Additional Fee)

Disclosure Packages Provided For Program Year 2023:

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 2024:

Complete the NYS LOSAP Audit Package for a fee of $595: _____ 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 $1,000: _X_ Yes _____ No
Please refer to the enclosed 'GASB 73 FAQs' for more information. For a sample, please email: info@penflexinc.com.

PLEASE NOTE: If you are requesting any Disclosure Packages, please review and make any necessary changes to your auditor's information noted above.

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 $900 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: 2024SvcFeeAgr.Sworms (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

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: 2024SvcFeeAgr.Sworms (RES-2024-856 : 2024 Penflex Service Fee Agreements (CRS#S 5121-5127))

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29580 **RESOLUTION 2024-857** **ADOPTED**

Establishing of Lighting District Extension Filing Fee

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **Establishment of Lighting District Extension Filing Fee**

Kindly adopt a resolution establishing a Lighting District Extension filing fee of $3,000.00 for entities seeking to install streetlights in new subdivisions or new public streets in the Town of Amherst. This cost will cover expenditures associated with both legal and filing fees required to begin the process of extending the district and will be deposited into the appropriate account as determined by the Comptroller.

Thank you.

SAA:NMB:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Daryl Bramer, Comptroller
Lynda Juul, Director of Finance

10/28/2024
Consent

FINANCIAL IMPACT:

Fee = $3,000

To be paid for by applicant and deposited to revenue account as determined by the Comptroller.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29571 **RESOLUTION 2024-858** **ADOPTED**

Proposed Permanent Sanitary Sewer Easement - Tops Markets, LLC (155/157 Meyer Road) (CRS#S 5129-5130)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **N. Bailey Sanitary Sewer Project**
Proposed Permanent Sanitary Sewer Easement
Address: 155 Meyer Road (CRS # 5129) and 157 Meyer Road (CRS # 5130)
Owner: Tops Markets, LLC

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement: (1) pending final review and signature by an authorized party of Tops Markets, LLC; (2) pending final review by the Town Attorney's Office and its outside counsel; and (3) pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Jeffrey S. Burroughs, PE, Town Engineer
Jessica Boudreau, PE, Project Manager

10/28/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29572 **RESOLUTION 2024-859** **ADOPTED**

Proposed Permanent Sanitary Sewer Easement - Alman Company, LLC (3950 Maple Road) (CRS# 5131)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **N. Bailey Sanitary Sewer Project**
Proposed Permanent Sanitary Sewer Easement (CRS #5131)
Address : 3950 Maple Road
Owner : Alman Company, LLC

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement: (1) pending final review and signature by an authorized party of Alman Company, LLC; (2) pending final review by the Town Attorney's Office and its outside counsel; and (3) pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Jeffrey S. Burroughs, PE, Town Engineer
Jessica Boudreau, PE, Project Manager

10/28/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29573 **RESOLUTION 2024-860** **ADOPTED**

Proposed Temporary Sanitary Sewer Easement - Jemal's Boulevard LLC (1265 NF Blvd.) (CRS# 5132)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **N. Bailey Sanitary Sewer Project**
Proposed Temporary Sanitary Sewer Easement (CRS# 5132)
Address : 1265 Niagara Falls Boulevard
Owner : Jemal's Boulevard LLC

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement: (1) pending final review and signature by an authorized party of Jemal's Boulevard, LLC; (2) pending final review by the Town Attorney's Office and its outside counsel; and (3) pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Jeffrey S. Burroughs, PE, Town Engineer
Jessica Boudreau, PE, Project Manager

10/28/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29574 **RESOLUTION 2024-861** **ADOPTED**

Proposed Temporary Sanitary Sewer Easement - PCW Corporation (3906 Maple Road) (CRS# 5133)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **N. Bailey Sanitary Sewer Project**
Proposed Temporary Sanitary Sewer Easement (CRS# 5133)
Address : 3906 Maple Road
Owner : PCW Corporation

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement: (1) pending final review and signature by an authorized party of PCW Corporation; (2) pending final review by the Town Attorney's Office and its outside counsel; and (3) pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Jeffrey S. Burroughs, PE, Town Engineer
Jessica Boudreau, PE, Project Manager

10/28/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Attorney
Initiated by: **Samuel A. Alba**
Co-Sponsored by:

DOC ID: 29575 **RESOLUTION 2024-862** **ADOPTED**

Proposed Permanent Sanitary Sewer Easement - Harding Road, LLC (468 Harding Road) (CRS# 5134)

AGENDA ITEM : OCTOBER 28TH, 2024

TO: **Town Board**

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

DATE: **October 23, 2024**

RE: **Proposed Permanent Sanitary Sewer Easement (CRS# 5134)**
Address : 468 Harding Road
Owner : Harding Road, LLC

Kindly adopt a resolution authorizing the Supervisor to execute the above agreement: (1) pending final review and signature by an authorized party of Harding Road, LLC; and (2) pending successful completion of the Contract Routing System.

Thank you.

SAA:nmb:hs
c: Tim Koller, Deputy Town Clerk (**Agenda Item - October 28, 2024**)
Jeffrey S. Burroughs, PE, Town Engineer
Jessica Boudreau, PE, Project Manager

10/28/2024
Consent

FINANCIAL IMPACT:

None for the purposes of this resolution.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Assessor
Initiated by: **Emily Murphy**
Co-Sponsored by:

DOC ID: 29548 **RESOLUTION 2024-863** **ADOPTED**

Auction of Assessors Department Vehicle

Kindly adopt a resolution authorizing the Assessors Department to take the following vehicle out of service and allow for sale at auction.

VIN: 1FMCU9DG2BKB47288
MAKE/MODEL: 2011 FORD ESCAPE
ESTIMATED VALUE: $500

10/28/2024
Consent

FINANCIAL IMPACT:

TBD

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Assessor
Initiated by: **Emily Murphy**
Co-Sponsored by:

DOC ID: 29566 **RESOLUTION 2024-864** **ADOPTED**

Appointment of 2025 Board of Assessment Review Temporary Members

WHEREAS, under New York State Statute the Town Maintains a Board of Assessment Review (BAR) that consists of 5 permanent members who are each appointed for a five year term; and

WHEREAS, the Town also maintains temporary board members to assist in the BAR process. These members go through the same training as the permanent members but are appointed for one year term that runs from November 1, 2024 thru October 31, 2025; and

WHEREAS, due to the 2024 reassessment project, the Town will require 7 temporary members to assist in the BAR process; and

WHEREAS, the Assessor working with Howard Zubin, BAR Chairman, identified 7 temporary members they would like the Town Board to consider for appointment. All members were selected based on their experience in Real Estate, Valuation and are Amherst residents; and

WHEREAS, the names of the seven (7) reappointment temporary members are Michael Ameroso, Jim O'Donnell, Michael Schwartz, Vincent Smith, Ann Terranova, Richard VanDette, and Cheryl Walfrand ; and

WHEREAS, all Temporary Member appointments will be required to attend the training session for new BAR members that is conducted by Erie County Real Property Tax Services.

NOW, THEREFORE, BE IT RESOLVED that upon the recommendation of the Town Assessor, the Town Board kindly adopts this resolution approving appointment of the seven (7) temporary members to the Board of Assessment Review for 2024-2025.

10/28/2024
Consent

FINANCIAL IMPACT:

Assessments

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Assessor
Initiated by: **Emily Murphy**
Co-Sponsored by:

DOC ID: 29568 **RESOLUTION 2024-865** **ADOPTED**

Board of Assessment Review-Permanent Member Resignation and New Appointment

WHEREAS, under New York State Statute the Town maintains a Board of Assessment Review (BAR) that consists of 5 permanent members who are each appointed for a five-year term that runs from October 1 through September 30; and

WHEREAS, Kimberly Addelman is resigning from her role as a permanent member; and

WHEREAS, Aaron Stanley has expressed interest in serving as a permanent member of the board; and

WHEREAS, Aaron has served as a temporary member for 2 years and his knowledge and insights in the local market are invaluable; and

NOW THEREFORE BE IT RESOLVED that upon the recommendation of the Town Assessor, the Town Board kindly adopts this resolution approving appointment of Aaron Stanley to the Board of Assessment Review to carry out the remainder of Kim's term ending September 30, 2027, effective immediately.

10/28/2024
Consent

FINANCIAL IMPACT:

0

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Assessor
Initiated by: **Emily Murphy**
Co-Sponsored by:

DOC ID: 29569 **RESOLUTION 2024-866** **ADOPTED**

Board of Assessment Review-Permanent Member Appointment

WHEREAS, under New York State Statute the Town maintains a Board of Assessment Review (BAR) that consists of 5 permanent members who are each appointed for a five-year term that runs from October 1 through September 30; and

WHEREAS, Dale Kadish has expressed interest in serving as a permanent member of the board; and

WHEREAS, Dale has served as a temporary member for over 5 years and his knowledge and insights in the local market are invaluable; and

NOW THEREFORE BE IT RESOLVED that upon the recommendation of the Town Assessor, the Town Board kindly adopts this resolution approving appointment of Dale Kadish to the Board of Assessment Review for a five-year term from October 1, 2024 - September 30, 2029, effective immediately.

10/28/2024
Consent

FINANCIAL IMPACT:

0

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 29558 **RESOLUTION 2024-867** **ADOPTED**

Purchase Order Phillips Brother Supply

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Building Maintenance to purchase equipment from Phillips Brothers, totaling $1014.92. This equipment is necessary for the successful completion of the "Engineering Building Improvements" project and has already been audited by the Comptroller's Office.

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to approve the purchase from Phillips Brothers.

10/28/2024
Consent

FINANCIAL IMPACT:

KP2337-4972 $1014.92

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Building/Building Maintenance
Initiated by: **Daniel Rizzo**
Co-Sponsored by:

DOC ID: 29562 **RESOLUTION 2024-868** **ADOPTED**

Senior Center Waste Line Replacement

WHEREAS, the Facilities/Building Maintenance Department received bids on October 17, 2024 for plumbing work at the Amherst Senior Center; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Facilities/Building Maintenance Department to award this contract to M.K.S. Plumbing Corp. in the amount of $48,825.00; and

BE IT FURTHER RESOLVED, The Town Board authorizes the Supervisor to sign the contract with M.K.S. Plumbing Corp.

10/28/2024
Consent

FINANCIAL IMPACT:

KPN20-66 $48,825.00

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29564 **RESOLUTION 2024-869** **ADOPTED**

2025 Budget Amendment

Please approve the attached budget amendment for the 2025 Budget to adjust RPTL 520 Report for Other Items.

10/28/2024
Consent

FINANCIAL IMPACT:

No change in tax levy.

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

Town of Amherst
2025 Budget Changes

		Increase	Decrease
A1345.02770	Finance - Other Revenue	1,726.26	
A0001.01002	Real Property Tax		1,726.26
		$ 1,726.26	*$ 1,726.26*

To adjust RPTL 520 Report for Other Items - properties not entitled to exemptions.

Attachment: 2025 Budget Amendment 10.28.2025 (RES-2024-869 : 2025 Budget Amendment)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29565 **RESOLUTION 2024-870** **ADOPTED**

2025 Budget Other Items

Please see the attached file for the 2025 Other Items, $529,038.90. 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.

10/28/2024
Consent

FINANCIAL IMPACT:

N/A

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

Town of Amherst
2025 Budget
Other Items

Other Items:	**Code**	**Charge**	**Interest**	**2025 Total**
Delinquent Water Bills - ECWA	22018	2,361.33	236.13	2,597.46
Delinquent Sewer Bills-Village	22003	2,015.40	201.54	2,216.94
Code Violations	22962	150,374.27	15,037.44	165,411.71
RPTL 520	22017	62,261.79	-	62,261.79
Pretreatment Charges	22600	296,551.00	-	296,551.00
Omitted Tax	22970	-	-	-
		$ 513,563.79	$ 15,475.11	$ 529,038.90

Attachment: 2025 Budget Other Items (RES-2024-870 : 2025 Budget Other Items)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Comptroller
Initiated by: **Daryl Bramer**
Co-Sponsored by:

DOC ID: 29582 **RESOLUTION 2024-871** **ADOPTED**

Budget Transfers and Amendments

For October 28, 2024 Town Board Agenda

To: Town Board
From: Office of Town Comptroller
Date: 10/23/2024
Re: Various Department Budget Transfers / Amendments

I have received the following request(s) requiring budget transfers and / or amendments. Based on my review, I ask that the Town Board approve the following list;

BUDGET TRANSFERS - 2024

FROM:	***TO:***
A3120.2130 Police - Computers $2,161.15	A3131.2130 2024 JAG Grant $2,161.15
To transfer funds into A3131.2130 2024 JAG Grant Computers for CRS# 5111.	
H4068.4000 Insect Control - Contractual $42,000.00	H8000.4430 Drainage - Misc. $51,150.00
H4068.2250 Insect Control - Other Equip. $9,150.00	
To transfer funds for purchasing materials for drainage work.	

BUDGET AMENDMENTS - 2024

INCREASE:	***INCREASE:***
N2450.02785 TONA Rehab- PI $48,858.07	N2450.4000 Contractual $48,858.07
N2453.02785 TONA Admin- PI $5,428.68	N2453.4003 10% Admin $5,428.68
To recognize Community Development program income from 314 Yorkshire, Tonawanda.	
A3120.02770 Police Office- Unclassified $878.50	A3120.4430 Miscellaneous $878.50
A3120.02770 Police Office- Unclassified $921.59	A3120.4020 Postage $921.59
A3122.02410 Bailey Ave- Rentals $9,300.00	A3122.4220 Bldgs & Grounds $9,300.00
A3120.02680 Police Office- Insurance Reimb $25,534.14	A3120.4230 Passenger Vehicles $25,534.14
To recognize third quarter revenues received by the Police Department and increase expenditures.	
KP2316.4979 Northtown Ice Plant $489,171.00	KP2316.4971 Design $276,803.31
	KP2316.4972 Construction $212,367.69
To transfer funds from KP2316.4976 Northtown Center Ice Plant Renovations Contingencies into Design and Construction to cover expenditures until NYS DEC grant is approved and available.	
A3131.04389 2024 JAG Grant - Federal Aid $12,475.00	A3131.2130 Computers $12,475.00
To setup budget for Edward Byrne Memorial Justice Assistance Grant Program - U.S. Department of Justice (JAG) for CRS# 5111.	
A3133.04389 NYSDCJS Dispatch - Fed. Aid $20,000	A3133.2130 Computers $20,000.00
To setup Edward Byrne Memorial Justice Assistance Grant Program: Dispatch Center Computers & Equipment - New York State Division of Criminal Justice Services (NYSDCJS) for CRS# 5104.	

10/28/2024
Consent

FINANCIAL IMPACT:

See Descriptions.

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29549 **RESOLUTION 2024-872** **ADOPTED**

Award NY State OGS Mini Bid #2024043 for 2024 Ford F750 with Rugby Titan 10' Dump Body - CRS #5112

WHEREAS, the Contract Compliance & Administration Department issued Mini-Bid #2024043 through NYS OGS for one (1) 2024 Ford F750 with Rugby Titan 10' Dump Body; and

WHEREAS, bids were received from two (2) vendors as per the attached Bid Tabulation Form;

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Mini-Bid be awarded to Ferrario Ford for their low bid of $127,044.67; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System as the vehicle is in stock and we need to issue a PO as soon as possible to reserve it; and

BE IT FURTHER RESOLVED, this award replaces resolution 2024-365 awarding NYS OGS Mini-Bid #2024016 for one (1) 2025 Ford F750 with Airflo 11' steel dump body to Ferrario Ford as a purchase order was never issued for this vehicle and the vendor could not hold pricing because manufacturer pricing changed.

10/28/2024
Consent

FINANCIAL IMPACT:

KP2326-2600 - $127,044.67

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

Rank	Total Quantity	Chassis Make & Model	Chassis Mode Code	Body Make & Model	Body Model Code	Mini-Bid #	Contractor	Contract #	NYS Discount (Chassis)	NYS Base Price (Chassis)	NYS Base Price (Body)	Grand Total Price for Mini-Bid	Built to Spec or Inventory	Estimated # of days if built to spec	Notes
1	1	2024 Ford F750	F7D	Rugby Titan 10ft Dump		2024043	Don Ferrario Ford	PC69846	13.10%	$86,370.67	$40,674.00	$127,044.67	Pre-Existing Inventory		
2	1	2025 Ford DUMP F750 4 x 2 Diesel		1-ft Beau Roc CSS Series Dump		2024043	Altec Industries, Inc.	PC70313	0.00%	$171,500.00	$0.00	$171,500.00	Built to Specification	150	
												$0.00			
												$0.00			
												$0.00			
												$0.00			
												$0.00			
												$0.00			
												$0.00			
												$0.00			

Late Bids Received for Mini-Bid

Mini-Bid #	Contractor	Contract #	Date/Time Bid Arrived

Attachment: Mini Bid 2024043 - Bid Tab (RES-2024-872 : Award NY State OGS Mini-Bid #2024043 for 2024 Ford F750 with Rugby Titan 10' Dump

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29556 **RESOLUTION 2024-873** **ADOPTED**

Award Bid #2024039 Crane & Hoist Services - CRS #5116

WHEREAS, the Contract Compliance and Administration Department received bids on October 10, 2024 for Crane & Hoist Services; and

WHEREAS, the bid process resulted in responses from three (3) 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 Volland Electric Equipment Corp.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Volland Electric Equipment Corp.; and

BE IT FURTHER RESOLVED, that this contract replaces the existing contract with Vital Crane Services, Inc. awarded under Bid #2023038 via resolution 2023-782 due to the current vendor being non-responsive.

10/28/2024
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Bid #2024039 Crane & Hoist Service									
Low Bidder			Vendor Name:	Simmers Crane Design & Services		Volland Electric Equipment Corp.		Royal Arc	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	32	Each	Cost per unit for inspection/certification of our **CAL Come alongs**	$35.00	$1,120.00	$62.50	$2,000.00	$75.00	$2,400.00
2	15	Each	Cost per unit for inspection/certification of our **CFP - Chain Falls, Portable**	$35.00	$525.00	$62.50	$937.50	$100.00	$1,500.00
3	1	Each	Cost per unit for inspection/certification of our **FJF - Floor Jacks, Fixed**	$70.00	$70.00	$62.50	$62.50	$287.50	$287.50
4	4	Each	Cost per unit for inspection/certification of our **GH - Gantry Hoist Frame**	$70.00	$280.00	$100.00	$400.00	$225.00	$900.00
5	9	Each	Cost per unit for inspection/certification of our **HCT - Hoist Cranes, Travel**	$140.00	$1,260.00	$150.00	$1,350.00	$350.00	$3,150.00
6	9	Each	Cost per unit for inspection/certification of our **HMF - Hoist Motor,Fixed**	$140.00	$1,260.00	$100.00	$900.00	$225.00	$2,025.00
7	10	Each	Cost per unit for inspection/certification of our **HMT - Hoist Motor, Travel**	$130.00	$1,300.00	$100.00	$1,000.00	$287.50	$2,875.00
8	2	Each	Cost per unit for inspection/certification of our **JA - Jib Arms**	$70.00	$140.00	$100.00	$200.00	$162.50	$325.00
9	1	Each	Cost per unit for inspection/certification of our **JAH - Jib Arm and Hoist**	$70.00	$70.00	$100.00	$100.00	$193.75	$193.75
10	2	Eacj	Cost per unit for inspection/certification of our **MLH - Material Lift, Hand**	$70.00	$140.00	$100.00	$200.00	$131.25	$262.50
11	1	Each	Cost per unit for inspection/certification of our **SLH - Safety Lift**	$70.00	$70.00	$100.00	$100.00	$250.00	$250.00
12	35	Each	Cost per unit for inspection/certification of our **LIFTING SLINGS & CABLES**	$10.00	$350.00	$31.25	$1,093.75	$60.75	$2,126.25
13	80	Hour	An **On-Site hourly labor charge** to cover maintenance and repairs, as further detailed within this bid document	$135.00	$10,800.00	$110.00	$8,800.00	$130.00	$10,400.00
14	40	Hour	An **Off-Site hourly labor charge** to cover maintenance and repairs, as further detailed within this bid document	$120.00	$4,800.00	$110.00	$4,400.00	$175.00	$7,000.00
15	$5,000 Vendor Cost	%	A Percentage Markup over the awarded vendors cost. This would be for the TOA to purchase parts, materials and components as further detailed within this bid document. ($5,000 x % Mark Up = TOA Total Cost)	40%	$7,000.00	20%	$6,000.00	15%	$5,750.00
			TOTAL		$29,185.00		**$27,543.75**		$39,445.00

Attachment: Bid Analysis Crane Hoist Services (RES-2024-873 : Award Bid #2024039 Crane & Hoist Services - CRS #5116)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29567 **RESOLUTION 2024-874** **ADOPTED**

Town Wide Spring Repair - CRS #5128

WHEREAS, the Contract Compliance and Administration Department is requesting approval to use the Erie County Contract for Spring Repairs and Replacement - Erie County Bid #222027-004 with Frey Heavy Duty; and

WHEREAS, the contract term will be through March 31, 2025;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves and authorizes the Supervisor to sign the contract with Frey Heavy Duty; 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.

10/28/2024
Consent

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

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

Attachment: Frey Heavy Duty signed Agreement (RES-2024-874 : Town Wide Spring Repair - CRS #5128)

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

AGREEMENT

Let this document stand as an Agreement between Frey Heavy Duty and the Town of Amherst permitting the Town to participate with Erie County Contract #222027-004 for Spring Repairs.

This contract is valid through March 31, 2025.

Agreed to and Accepted by:

Frey Heavy Duty

By: _____
Signature

JOHN C. BROWNSEY
Printed name

_____

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

Date: _____

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29578 **RESOLUTION 2024-875** **ADOPTED**

Award Bid #2024040 Highway Department Pick-Up Trucks - CRS #5135

WHEREAS, the Contract Compliance and Administration Department received bids on October 17, 2024 for Highway Department Trucks; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Basil Lease Corp.; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Basil Lease Corp.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the vehicles are in stock and we need to issue a PO as soon as possible to reserve the vehicles.

10/28/2024
Consent

FINANCIAL IMPACT:

D5130-2600 - $140,000.00

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

Bid #2024040 Highway Department Pick Up Trucks							
Low Bidder			Vendor Name:	Joe Cecconis Chrysler Complex		Basil Resale Center	
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
1	4	Each	2023 or newer Dodge Ram 1500 Tradesman Quad Cab 4 x 4 Pick Up Truck (or Equiv)	$44,395.00	$177,580.00	$35,000.00	$140,000.00
			Price quoted to be delivered price. No additional freight will be allowed.				

Attachment: Bid Analysis Highway Department Pick Up Trucks (RES-2024-875 : Award Bid #2024040

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 29579 **RESOLUTION 2024-876** **ADOPTED**

Award Bid #2024038 Electrical Panelboards - CRS #5137

WHEREAS, the Contract Compliance and Administration Department received bids on September 19, 2024 for Electrical Panelboards; and

WHEREAS, the bid process resulted in responses from seven (7) 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 Turtle & Hughes; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Turtle & Hughes; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System as the current bid dated September 19, 2024 is only valid for 45 days and will expire on November 4, 2024, prior to the next Town Board meeting.

10/28/2024
Consent

FINANCIAL IMPACT:

A1620-2150 $15,243.00

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

Bid #2024038 Electrical Panelboards

Low Bidder			Vendor Name:	Schumaker Construction		Wesco Distribution		Swift Electrical Supply		Bell Electrical Supply		Weydman Electric		Turtle & Hughes		Shanor Electric	
Item	Quantity	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	1	Each	Eaton PCSEDLTB42N Panelboard (or equivalent).	$5,325.00	$5,325.00	$4,100.00	$4,100.00	$4,188.45	$4,188.45	$1,085.33	$1,085.33	$5,495.00	$5,495.00	$3,811.00	$3,811.00	$4,450.00	$4,450.00
2	1	Each	Eaton PCSEDLTB42N Panelboard (or equivalent).	$5,325.00	$5,325.00	$4,100.00	$4,100.00	$4,185.15	$4,185.15	$1,094.83	$1,094.83	$5,495.00	$5,495.00	$3,808.00	$3,808.00	$4,450.00	$4,450.00
3	1	Each	Eaton PCSEDLTB42N Panelboard (or equivalent).	$5,325.00	$5,325.00	$4,100.00	$4,100.00	$4,190.10	$4,190.10	$1,080.58	$1,080.58	$5,495.00	$5,495.00	$3,813.00	$3,813.00	$4,450.00	$4,450.00
4	1	Each	Eaton PCSEDLTB42N Panelboard (or equivalent).	$5,325.00	$5,325.00	$4,100.00	$4,100.00	$4,188.45	$4,188.45	$1,085.33	$1,085.33	$5,495.00	$5,495.00	$3,811.00	$3,811.00	$4,450.00	$4,450.00
					$21,300.00		$16,400.00		$16,752.15		$4,346.07		$21,980.00		$15,243.00		$17,800.00
			NO ADDITIONAL CHARGES WILL BE ALLOWED.														

NOTES:

Wesco Distribution included Detail Bill of Material pages in bid docs.

Swift Electrical Supply included additional information with bid docs.

Bell Electrical Supply included Detail Bill of Material pages in bid docs. Confirmed on 10/19 that they quoted the wrong panelboards and therefore their bid is disqualified.

Turtle & Hughes referenced NYS Contract PC 69962 and attached specs.

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29587 **RESOLUTION 2024-877** **ADOPTED**

Erie County Water Authority (ECWA) Cooperative Agreement Royal Park Sports Complex Improvements - TOA Project No. 2019.055 CRS ID #5101

Royal Park is located within ECWA's direct service area where all of the public waterline facilities are owned, operated and maintained by ECWA. As such and in order to provide water service to the new facilities currently being constructed at Royal Park, the enclosed Agreement must be executed. This process will mimic the typical Town PIP process where the Town will install the required water service through the project's site contractor and once completed and inspected, the new water facilities will then be turned over to be owned, operated and maintained by ECWA. Please note that this is a three-party agreement between ECWA, the Town and the installation contractor, Louis Del Prince & Sons, Inc.

As per the above, we are requesting the Town Board to authorize the Supervisor to execute the attached Cooperative Agreement at no cost to the Town. Thank you for considering this request.

10/28/2024
Consent

FINANCIAL IMPACT:

As per the above, we are requesting the Town Board to authorize the Supervisor to execute the attached Cooperative Agreement at no cost to the Town

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

Erie County Water Authority
295 Main Street • Room 350 • Buffalo, NY 14203-2494
716-849-8484 • Fax 716-849-8463

Office of the Secretary

September 20, 2024

Hon. Brian J. Kulpa
Supervisor
Town of Amherst
5583 Main Street
Williamsville, New York 14221

Re: Cooperative Agreement
Royal Park Improvement Project
Project No. 202400067

Dear Supervisor Kulpa:

Enclosed please find an Extract from the Minutes of the Meeting of the Erie County Water Authority (the "Authority") held on Thursday, September 19, 2024, authorizing execution of a Cooperative Agreement between the Town of Amherst, Louis Del Prince & Sons, Inc. and the Authority (the "Agreement").

Also enclosed please find four originals of the Agreement signed by the Authority's Chair. Once duly executed and notarized by yourself and Kenneth A. Del Prince of Louis Del Prince & Sons, Inc., please return two fully executed originals to the attention of Amy Hassett, 295 Main Street, Room 350, Buffalo, NY 14203. Also, would you kindly email a PDF copy of pages 7 and 8 to Ms. Hassett at: ahassett@ecwa.org. Thank you.

Very truly yours,

ERIE COUNTY WATER AUTHORITY

Joyce A. Tomaka
Assistant Secretary to the Authority

JAT:alh
Enclosures
Cc: Leonard Kowalski, Executive Engineer *(via email)*
Michael J. Quinn, Senior Distribution Engineer *(via email)*
Justyna Falkowski *(via email)*
Central Purchasing *(via email)*
Kenneth A. Del Prince, Louis Del Prince & Sons, Inc.

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

CERTIFICATION

I, TERRENCE D. McCRACKEN, the duly elected and qualified **SECRETARY TO THE AUTHORITY** to the **ERIE COUNTY WATER AUTHORITY**, a corporation existing under the Laws of the State of New York, do hereby certify that I have compared the annexed resolution which is an extract from the Minutes of the Meeting of the Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 19th day of September 2024 a quorum being present and that said resolution is a true and correct copy of the resolution so adopted and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said corporation this 19th day of September 2024.

Joyce A. Tomaka
Assistant Secretary to the Authority

(SEAL)

ERIE COUNTY WATER CHAPTER 304 LAWS 1950 N.Y.

EXTRACT FROM THE MINUTES OF THE MEETING OF THE ERIE COUNTY WATER AUTHORITY SEPTEMBER 19, 2024

At a regular meeting of the Erie County Water Authority held in the office, 295 Main Street, Room 350, Buffalo, New York, on the 19th day of September 2024, a quorum being present, the following resolution was adopted:

WHEREAS, the Town of Amherst (the "Town") has initiated a capital improvement project, known as the Royal Park Improvement Project, to develop Royal Park located at 187 Royal Parkway West in the Town (the "Project"); and

WHEREAS, the Town has competitively bid and awarded a construction contract for the Project to Louis Del Prince & Sons, Inc. (the "Contractor"); and

WHEREAS, the Town will fund, and the Contractor will construct, an extension of the Authority's existing water main, installing approximately 190 linear feet of new water main along Queens Place to service Royal Park (the "Water Main Project"); and

WHEREAS, the Authority's Engineering Department has reviewed and approved the plans and specifications for the Water Main Project located within the Authority's direct service area; and

WHEREAS, the Authority will own and maintain the water main and any and all appurtenances associated with the Water Main Project after completion of construction; and

WHEREAS, all costs relative to the Water Main Project will be borne by the Town and the Authority will not bear any of the costs related to the Water Main Project;

NOW, THEREFORE, BE IT RESOLVED:

That the Authority accepts the Cooperative Agreement between the Town, Contractor and the Authority in connection with the construction of a new sports complex located at 187 Royal Parkway West in the Town of Amherst, New York; and be it further

RESOLVED: That the Chair is hereby authorized to execute said agreement on behalf of the Authority.

A motion was made by Ms. LaGree, seconded by Ms. Iannello and carried to adopt the foregoing resolution.

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

Project No. 202400067

COOPERATIVE AGREEMENT

This Cooperative Agreement ("Agreement") is made and entered into September 19, 2024 ("Effective Date"), among the following parties:

ERIE COUNTY WATER AUTHORITY
295 Main Street, Room 350
Buffalo, New York 14203

hereinafter referred to as the "Authority" and

TOWN OF AMHERST
5583 Main Street
Williamsville, New York 14221

hereinafter referred to as the "Town" and

LOUIS DEL PRINCE & SONS, INC.
580 Cayuga Road
Cheektowaga, New York 14225

hereinafter referred to as the "Contractor."

Recitals

WHEREAS, the Town has initiated a capital improvement project, known as the Royal Park Improvement Project, to develop Royal Park located at 187 Royal Parkway West in the Town (the "Project");

WHEREAS, the Town will fund and construct an extension of the Authority's existing water main, installing approximately 190 linear feet of new water main along Queens Place to service Royal Park (the "Water Main Project"); and

WHEREAS, the Authority's Engineering Department has reviewed and approved the plans and specifications for the Water Main Project located within the Authority's direct service area;

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

ARTICLE 1
THE WATER MAIN PROJECT

1.01 The Town, through its Contractor, will install approximately 170 +/- linear feet of 8-inch ductile iron pipe ("DIP") water main, and approximately 20 +/- linear feet of 4-inch DIP water main, as well as two (2) line valves, one (1) fire hydrant, one (1) 4-inch gate valve, two (2) 8-inch gate valves, and one (1) 4-inch gate service valve.

1.02 The installation of the Water Main Project will begin at the existing water main along Royal Parkway West and Queens Place and terminate at the service to 187 Royal Parkway West.

1.03 The installation of the Water Main Project will be as shown and noted on plans and drawings submitted by Wendel and dated April 12, 2024, and approved by the Authority's Executive Engineer on July 2, 2024, a copy of which is attached to, and incorporated in, this Agreement as Appendix A.

1.04 During construction, the Town will perform resident inspection services and will immediately notify the Authority's Executive Engineer, or his designated project engineer, of any unanticipated problems associated with the Water Main Project.

1.05 In accordance with the General Municipal Law § 103, the Town has solicited sealed bids and has awarded a construction contract to the Contractor, as the lowest responsible, responsive bidder for the Water Main Project.

ARTICLE 2
COSTS

2.01 All costs relative to the Water Main Project will be borne by the Town. The Authority will not bear any of the costs related to the Water Main Project.

ARTICLE 3
ACCEPTANCE OF THE WATER SYSTEM BY THE AUTHORITY

3.01 The Town shall arrange for water samples and bacterial tests to be taken and tested by an approved laboratory. The results shall be submitted to the Erie County Health Department for approval, and if all tests are satisfactory, the County Health Department shall submit a Certificate of Acceptance to the Authority.

3.02 Authority personnel shall direct the operation of valves on existing water mains during the required leakage and pressure tests and the disinfection of the water mains and appurtenances.

A. If the mains and appurtenances should fail the pressure or leakage tests, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained.

B. Upon completion of these tests, the mains shall be shut off and not placed into service until the County Health Department issues a Certificate of Acceptance, all legal and administrative requirements have been satisfied, and the work has been accepted by resolution of the Authority. The Authority will then turn on the mains, which have been accepted by the Authority, and service can begin.

3.03 Within four (4) weeks of the date the Erie County Health Department Certificate of Acceptance is received, and prior to both acceptance by the Authority and the date water service is begun, the Village and the Contractor shall provide the Authority with the following:

A. Performance/Maintenance bond.

1. A maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. A sample performance/maintenance bond in a form acceptable to the Authority is attached and made a part of this Agreement as Appendix B.

2. Said bond shall cover a period of twenty-four (24) months following the completion of the installation of water mains and appurtenances. During this 24-month period, the Contractor agrees to maintain and repair the water mains and appurtenances accepted by the resolution of the Authority.

3. The completion date shall be established as the date of the acceptance of the work by resolution of the Authority.

4. If the Contractor defaults on its obligation, the Authority may seek to recover the cost of maintenance and repair from the carrier/surety of the maintenance bond.

B. Payment bond.

1. A payment bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. A sample payment bond in a form acceptable to the Authority is attached and made a part of this Agreement as Appendix C.

2. The Contractor will provide said payment bond to insure all labor and materials supplied for the construction and installation of the water mains and appurtenances have been fully paid, ensuring the Authority accepts such water mains and appurtenances without liens or encumbrances.

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

3. Said bond shall cover a period of twelve (12) months following completion of the installation of water mains and appurtenances.

4. The completion date shall be established as the date of acceptance of the work by resolution of the Authority.

C. The Authority may review and verify the actual construction cost of the mains and appurtenances. The actual cost will be used to determine the amount of the maintenance and payment bonds mentioned above, and for all other legal and administrative purposes. The actual cost shall include the furnishing and installing of the pipe, valves, hydrants, paving and other appurtenances required to be completed before the work is accepted by resolution of the Authority.

D. A statement, signed and sealed by the Town's Engineer and the Contractor, that all work involved in the installation of water mains and appurtenances was completed in accordance with plans and drawings approved by the Authority and in accordance with the Authority's specifications, that all valves, hydrants and appurtenances are in satisfactory operating condition and that the Town's Engineer provided full time resident inspection of the work.

E. One (1) reproducible and electronic file AutoCad 2000 version on CD Rom or diskette record drawing, to a scale determined by the Authority, showing the constructed location of all mains with at least three readily identifiable ties to all fittings, valves and services. The record drawing shall be marked "As-Built" and bear the seal and license number of the Village's Engineer. The Town's Engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "As-Built" drawing.

F. A cost estimate and bill of sale to the Authority for the water mains and appurtenances installed. A completed "Schedule of Inventory" shall be attached to bill of sale on the form provided by the Authority.

3.04 Water service connections will be installed by the Town. The Town will arrange for the water service connection as well as meter installation and payment.

3.05 The Town shall notify the Authority when customer service is desired at the premises so that a meter can be installed. If the Town fails to notify the Authority that a meter should be installed, the Town shall be required to pay three (3) times the monthly minimum charge for the size of meter to be installed for each month or part thereof that water has been used at the premise. This period will be calculated from the date of issue of the Certificate of Occupancy or the date of sale by the Town of said premises, whichever is earlier, to the date the meter is installed. Meter installations will be in accordance with the provisions of Section 6.00 of the Authority's Tariff.

3.06 No hydrant shall be used for any purpose other than the extinguishing of fires, periodic tests of the fire protection system, or periodic drills by legally constituted fire companies,

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unless written authorization is given by the Authority. The Authority shall be notified in advance of the time of all tests and drills, so that if desired, the Authority may have a representative present.

3.07 At the completion of all the work, labor and service as well as installation of all materials and after all the conditions hereinabove set forth are complied with to the satisfaction of the Authority, the Authority agrees to accept said water mains, hydrants, services, and other appurtenances.

3.08 Title to all water mains, hydrants, services, and appurtenances shall vest in the Authority and the Authority shall provide service to the Village in the same manner as if the mains were originally installed by the Authority.

3.09 The Authority reserves the right at any time, without notice to shut off the water in its mains to make repairs, extensions or for other purposes, and it is expressly agreed that the Authority shall not be liable for deficiency or failure in the supply of water, water pressure or for any damage caused thereby or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property, other than through the gross negligence of the Authority. In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any other source of water supply not approved by the Department of Health of the State of New York.

3.10 It is mutually understood and agreed:

A. The mains laid or to be laid pursuant to this Agreement shall be and remain the property of the Authority, its successors and assigns, and the Authority retains and shall have the right to extend any mains installed by it pursuant to the terms of the Agreement in or to other lands, streets or avenues, but the Village shall not by reason thereof be entitled to any repayment.

B. Any authorized representative of the Authority shall have free access to the premises of the Village at any reasonable time for the purpose of reading the meter or inspecting said construction.

C. Only a town, village or legally constituted water district is permitted to resell water supplied by the Authority except as provided in Section 11.05 of the Authority's Tariff.

D. Water Service may be disconnected for the reasons enumerated in Section 2.32 of the Authority's Tariff.

ARTICLE 4
GENERAL PROVISIONS

4.01 ***Independent Status***: Nothing contained in the agreement shall be constructed to render the Authority, the Town or the Contractor, employee or agent of the other, nor shall any party have authority to bind the other in any matter, other than set forth in this agreement. It is

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

intended that each party shall remain independent and separate from the other, and fully responsible for its own actions.

4.02 ***Insurance***: The Contractor for the Water Main Project shall secure and maintain such insurance necessary to protect itself, the Town, and the Authority, from claims under the Workmen's Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or any person other than its employees; and from claims of damages because of injury to or destruction of property including loss of use resulting thereof in the amount as approved by the parties. The Contractor shall provide and maintain insurance certifying that each party is insured under the policy. The issuance of the insurance policy shall not release the Contractor from any claims in excess of the insurance coverage.

4.03 ***Indemnification***:

A. To the fullest extent permitted by law, the Town agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors, employees and agents may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Village, its officers, directors, employees and agents under this Agreement and those of its contractors or subcontractors or anyone for whom the Village is legally liable.

B. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors, employees and agents may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Contractor, its officers, directors, employees and agents under this Agreement and those of its subcontractors or anyone for whom the Contractor is legally liable.

C. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Town and/or the Contractor harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

4.04 ***Amendments and Modifications***: No modification, amendment or changes in the Water Main Project shall be valid unless the Authority is given prior written notice by the Village and/or the Contractor and the Authority gives the Village and the Contractor prior written approval of same.

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

4.05 ***Notice***: Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses stated above. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

4.06 ***Entire Agreement***: This Agreement contains the entire Agreement between the parties relating to its subject matter. All prior or contemporaneous contracts, understandings and statements are merged herein.

4.07 ***Approval***: This Agreement is subject to approval by the respective parties in accordance with the authority granted to each party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the Effective Date.

TOWN OF AMHERST

_____
BRIAN J. KULPA, Supervisor

LOUIS DEL PRINCE & SONS, INC.

_____
KENNETH A. DEL PRINCE, President

ERIE COUNTY WATER AUTHORITY

_____
JEROME D. SCHAD, Chair

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

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

On the ___ day of September, in the year 2024, before me personally came BRIAN J. KULPA, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Supervisor of the Town of Lancaster, described in the above instrument, and he signed his name thereto by the authorization of the Town Board of the Town of Amherst pursuant to a duly enacted resolution.

_____
Notary Public - State of New York

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

On the ___ day of September, in the year 2024, before me personally came KENNETH DEL PRINCE, to me known, who being by me duly sworn, did depose and say that he resides in _____, New York; that he is President of LOUIS DEL PRINCE & SONS, INC., the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

_____
Notary Public - State of New York

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

On this 19th day of September, 2024, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

AMY L HASSETT
Notary Public, State of New York
No. 01HA6370146
Qualified in Wyoming County
My Commission Expires January 29, 2026

_____
Notary Public - State of New York

P:\ME\P202400067\10 Design\10-0 Cooperative Agt\Cooperative Agt Royal Park AMTN.docx

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

4.06 ***Entire Agreement***: This Agreement contains the entire Agreement between the parties relating to its subject matter. All prior or contemporaneous contracts, understandings and statements are merged herein.

4.07 ***Approval***: This Agreement is subject to approval by the respective parties in accordance with the authority granted to each party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the Effective Date.

TOWN OF AMHERST

_____
BRIAN J. KULPA, Supervisor

LOUIS DEL PRINCE & SONS, INC.

_____
JOSEPH MINNECI, Vice President

ERIE COUNTY WATER AUTHORITY

_____
JEROME D. SCHAD, Chair

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

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

On the ___ day of September, in the year 2024, before me personally came BRIAN J. KULPA, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Supervisor of the Town of Lancaster, described in the above instrument, and he signed his name thereto by the authorization of the Town Board of the Town of Amherst pursuant to a duly enacted resolution.

_____
Notary Public - State of New York

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

On the 7th day of October, in the year 2024, before me personally came JOSEPH MINNECI, to me known, who being by me duly sworn, did depose and say that he resides in E. Amherst, NY, New York; that he is Vice President of LOUIS DEL PRINCE & SONS, INC., the corporation described in, and which executed, the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

Kimberley Martina
Notary Public - State of New York

KIMBERLEY MARTINA
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MA6340082
Qualified in Erie County
My Commission Expires 04-11-2028

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

On this ___ day of September, 2024, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

_____
Notary Public - State of New York

Attachment: Agenda Docs - ECWA Coop Agree - TB 10-28-24 (RES-2024-877 : Erie County Water Authority (ECWA) Cooperative Agreement)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29588 **RESOLUTION 2024-878** **WITHDRAWN**

Change Order No. 01- SU – Louis Del Prince & Sons, Inc. Royal Park Sports Complex Town of Amherst Job # 2019.055 CRS #5100

We respectfully request your consideration for the approval of this resolution authorizing the Supervisor to sign the referenced Change Order, which proposes an increase to this overall contract by $130,883.00. This adjustment will address perimeter safety and sound attenuation concerns raised by adjacent residents through the installation of an additional 1,500 linear feet of 8-foot stockade fencing. Additionally, we plan to install further fencing and a sidewalk along Queen Place Rd. to enhance pedestrian safety and access to the park from the neighborhood.

Lastly, it is important to note that the existing onsite storm line was found to be damaged prior to construction, necessitating further corrective actions and associated costs. Funding for this added expense is available within the project account KP2303.4972.

Thank you for your attention to this matter. We believe these improvements will significantly benefit the community.

FINANCIAL IMPACT:

Funding for this added expense is available within the project account KP2303.4972.

RESULT:	**WITHDRAWN**

DRAFT

AIA® Document G701® – 2017

Change Order

PROJECT: *(Name and address)* ROYAL PARK SPORTS COMPLEX TOWN JOHB NO. 2019-055	**CONTRACT INFORMATION:** Contract For: SITE/UTILITY Date: May 13, 2024	**CHANGE ORDER INFORMATION:** Change Order Number: 001 Date: October 7, 2024
OWNER: *(Name and address)* TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE, NY 14221	**ARCHITECT:** *(Name and address)* Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C. 375 Essjay Road, Suite 200 Williamsville, NY 14221	**CONTRACTOR:** *(Name and address)* LOUIS DEL PRINCE & SONS, INC. 580 CAYUGA ROAD CHEEKTOWAGA, NY 14225-1312

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
Playground Cleanouts Revision (RFP 004), Damaged Storm Pipe Repair (RFP 003) and Fence/Sidewalk Changes (RFP 001)

The original Contract Sum was	$	6,490,400.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	6,490,400.00
The Contract Sum will be increased by this Change Order in the amount of	$	130,883.00
The new Contract Sum including this Change Order will be	$	6,621,283.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be N/A

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

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

Wendel WD Architecture, Engineering, Surveying & Landscape Architecture P.C.	LOUIS DEL PRINCE & SONS, INC	TOWN OF AMHERST
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
David L. Kenyon		
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
9/10/24		
DATE	**DATE**	**DATE**

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User Notes:

Attachment: Agenda Docs Docs CO 1 - LDP - TB 10-28-24 (RES-2024-878 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

Wendel

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

REQUEST FOR PROPOSAL

No. 001

TITLE:	***Additional Fence and Sidewalk***	**DATE:**	July 12, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	05-Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide an itemized quote for the following proposed changes:

1. Removal of existing chain link fence and construction of 8-foot high wood privacy fence along the east boundary of the park as indicated on the attached drawings.
2. Removal of existing chain link/picket fences on the north and south sides of Queens Place and construction of 6-foot high wood privacy fence and 4-foot high chain link fence as indicated on the attached drawings.
3. Extending the curbs on the north and south side of Queens Place and construction of 5-foot wide (measured from face of curb) sidewalk with accessible curb cut.

Attachments:

- Drawing sheet L101 dated 07-12-2024.
- Drawing sheet L102 dated 07-12-2024.
- Drawing sheet L103 dated 07-12-2024.
- Drawing sheet L104 dated 07-12-2024.
- Drawing sheet L201 dated 07-12-2024.
- Drawing sheet L204 dated 07-12-2024.
- Drawing sheet L205 dated 07-12-2024.
- Drawing sheet L304 dated 07-12-2024.

REQUESTED BY:

Arthur V. Traver III, RLA, ASLA

Attachment: Agenda Docs Docs CO 1 - LDP - TB 10-28-24 (RES-2024-878 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 001 Rev.5		10/17/2024

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

1)

Upgrade horizontal rails on 850 LF of 8' high wood fencing from base bid.

- In place of (3) 2x4x8 rails, substitute (3) 2x6x8 rails per section.

Unit Price $2.25 per/ft.

Labor: $765.60
Materials: $1148.40
Total: $1,914

Additional stump grinding from original 8' high wood fencing from base bid.

Labor: $736
Materials: $1,104
Total: $1,840

Install 650 LF of additional 8' high wood fencing along the east boundary of the park.

- Use (3) 2x6x8 horizontal rails per section.

Labor: $23,596.40
Materials: $35,394.60
Total: $58,991

- Clear and Grub

(Eastwood) Labor: $5,000
Materials: $3,648
Total: $8,648

(LDP) Labor: $1,352
Materials: $500
Total:1,852

Clear & Grub Grand Total: $10,500

TOTAL(page 1): $73,245.00

Attachment: Agenda Docs Docs CO 1 - LDP - TB 10-28-24 (RES-2024-878 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

#2) Queens Place

- Install 30 LF of 4' high chain-link fence on each side of street (60 LF total).

Labor: $1,566
Materials: $2,349
Total: $3,915

- Install 111 LF of 6' high 3-rail wood fencing with materials to match the remainder of projects wood fence. Each side of the street (222 LF Total)

Labor: $7,854.80
Materials: $11,782
Total: $19,637

Queens Place
Grand Total: $23,552

3)

- Install 5' wide sidewalk (+/- 750 SF) & detectable warning unit (22 SF).
- Install concrete curbing (+/- 30 LF).

Labor: $7,632.40
Materials: $11,448.60
Total: $19,081

Grand Total: $115,878

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

TOTAL(page 2): $42,633

Summary	
Page 1:	$73,245.00
Page 2:	$42.633.00
RFP 001 Total	$115,878.00

Attachment: Agenda Docs Docs CO 1 - LDP - TB 10-28-24 (RES-2024-878 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

Wendel

REQUEST FOR PROPOSAL

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

No. 003

TITLE:	***Damaged Storm Pipe Repair***	**DATE:**	August 2, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	05-Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide an itemized cost proposal for work depicted on drawings L303, L304 and L306 revised 8/1/24 (attached) for work associated with damage to existing 54" storm pipe resulting from boring B-10 and the revised pipe alignment from sanitary diversion chamber.

Attachments:

- Drawing sheet L303 REV 2 dated 08-01-2024.
- Drawing sheet L304 REV 2 dated 08-01-2024.
- Drawing sheet L306 REV 2 dated 08-01-2024.

REQUES

David L. Kenyon, RLA, ASLA, LEED AP
Senior Landscape Architect
Associate Principal

Attachment: Agenda Docs Docs CO 1 - LDP - TB 10-28-24 (RES-2024-878 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 003		8/19/2024

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

Drawing Sheets: L303 Rev.2, L304 Rev. 2 and L306 Rev.2.

Damaged Storm Pipe Repair (54" Dia)

- Install 6" HDPE (P49) +/-50 LF.
- Install Nyloplast Inline Drain W/ Insert-A-Tee and Ductile Iron Dome Grate.

Total = $8,136

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: Agenda Docs Docs CO 1 - LDP - TB 10-28-24 (RES-2024-878 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Orignal Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 002

Project Name: ***Amherst Royal Park Sports Complex***

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:** *14-Aug-24*

Description of Change: *RFP 03--Grading & Drainage*

Labor

Description	# People	# Hours	Unit Cost	Item Total
Laborers	2	8	$66.47	$1,063.52
Operator	1	8	$84.64	$677.12
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$1,740.64**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
Komatsu 138	1	8	$55.00	$440.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$440.00**

Materials

Description	Qty	UOM	Unit Cost	Item Total
Stone #1	5	TN	$30.00	$150.00
NYOPLAST Inline drain, Inserta Tee and grate	1	LS	$630.00	$630.00
				$0.00
				$0.00
			Total	**$780.00**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
			Total	**$8,136.00**

Markup (15%)	**$1,664.50**
TOTAL	**$8,136.00**

Attachment: Agenda Docs Docs CO 1 - LDP - TB 10-28-24 (RES-2024-878 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

Wendel

REQUEST FOR PROPOSAL

375 Essjay Road
Suite 200
Williamsville, NY 14221

Phone: (716) 688-0766
Fax: (716) 625-6825

No. 004

TITLE:	***Playground Cleanout Rev***	**DATE:**	August 12, 2024
PROJECT:	***Royal Park Sports Complex***	**PROJECT NO:**	261341
TO:	Louis Del Prince & Sons, Inc. 580 Cayuga Rd. Cheektowaga, NY 14225-1312	**CONTRACT NO:**	05-Site/Utility Construction

An itemized proposal must be submitted for any modification or change in the Contract Sum and/or Contract Time of the Contract Documents described herein. Within Seven (7) days of the date of this Request for Proposal, the Contractor must either (i) submit an itemized proposal or (ii) notify the Architect in writing of the anticipated date on which the itemized proposal will be submitted.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

DESCRIPTION

Please provide a detailed cost proposal to relocate cleanouts associated with Playground underdrains as depicted on the attached Dwg. L303 Rev.3 dated 08-12-2024.

Attachments:

- Drawing sheet L303 REV 3 dated 08-12-2024.

REQUES[redacted]**, LEED AP**
Senior Landscape Architect
Associate Principal

Attachment: Agenda Docs Docs CO 1 - LDP - TB 10-28-24 (RES-2024-878 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

"Buffalo's Original Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

TO Wendel
375 Essjay Rd. Suite 200
Williamsville, Ny 14221
Amanda Stabell (716) 688-0766
astabell@wendelcompanies.com

PROPOSAL

ESTIMATOR	JOB	PAYMENT TERMS	PROPOSAL DATE
Joe Minneci	24-075-RFP 004	Due Upon Receipt	9/4/2024

Site: Royal Park Sports Complex-187 Royal Parkway W. Williamsville, NY 14221

Drawing Sheets: L303 Rev.3 dated 8/12/2024.

Playground Cleanouts Revision Cleanouts

- Extend the (6) 4" underdrain pipes and install cleanout & grates outside playground surface area.

Total: $6,869

Thank you for the opportunity to quote your project.

To accept this quotation, sign here and return: _____

THANK YOU FOR YOUR BUSINESS!

Attachment: Agenda Docs Docs CO 1 - LDP - TB 10-28-24 (RES-2024-878 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

LOUIS DEL PRINCE & SONS INC.
PAVING CONTRACTORS
Since 1937

"Buffalo's Orignal Paving Contractor"

580 Cayuga Road
Cheektowaga, NY 14225-1312
Phone (716) 633-6944
Fax (716) 633-1053
office@louisdelprince.com

Change Order 003

Project Name: *Amherst Royal Park Sports Complex*

Owner's Project #: *261341* **LDP #:** *24-075*

Requested by: *Town Of Amherst* **Date:** *14-Aug-24*

Description of Change: *RFP-04-Playground Cleanouts*

Labor

Description	# People	# Hours	Unit Cost	Item Total
Laborers	2	8	$66.47	$1,063.52
Operator	2	8	$84.64	$1,354.24
				$0.00
				$0.00
				$0.00
				$0.00
			Total	**$2,417.76**

Equipment

Description	Qty	# Hours	Unit Cost	Item Total
Skid Steer	1	8	$38.00	$304.00
Komatsu 138	1	8	$54.00	$432.00
Tool Truck	1	8	$15.25	$122.00
				$0.00
				$0.00
				$0.00
			Total	**$858.00**

Materials

Description	Qty	UOM	Unit Cost	Item Total
4" Underdrain	55	LF	$2.15	$118.25
EJ- Frames & Covers	6	Ea	$209.73	$1,258.38
Stone	22	TN	$30.00	$660.00
Parts	6	EA	$110.00	$660.00
			Total	**$2,696.63**

Subcontractor

Description	Qty	UOM	Unit Cost	Item Total
				$0.00
				$0.00
				$0.00
			Total	

Markup (15%)	**$895.86**
TOTAL	**$6,868.25**

Attachment: Agenda Docs Docs CO 1 - LDP - TB 10-28-24 (RES-2024-878 : Change Order No. 01- SU – Louis Del Prince & Sons, Inc.)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29506 **RESOLUTION 2024-879** **ADOPTED**

Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #5090

WHEREAS, Bid #2022-022, Tree Treatment Products, the Highway Department allows for the contract to be extended for a period of one (1) year at the same terms and conditions and;

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2023-819, SITEONE LANDSCAPE SUPPLY;

NOW THEREFORE RESOLVED, the contract extension term will be dated from 9/5/2023 through 9/5/2024 through 9/5/2025 and;

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the one year contract extension with Siteone Landscape Supply, 1385 East 36th Street, Cleveland, Ohio 44114 subject to the Contract Routing System, CRS #5090 and the approval of the Town Attorney.

10/28/2024
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOIS

TBD

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

AGREEMENT EXTENSION

Let this document stand as an Agreement extension between SITEONE LANDSCAPE SUPPLY and the Town of Amherst permitting the Town of Amherst to participate in the purchase of TREE TREATMENT PRODUCTS.

SITEONE LANDSCAPE SUPPLY
1385 East 36th Street, Cleveland, Ohio 44114
BID # 2022-022
from 9/06/2022 through 9/05/2024 AND EXTENDED TO 9/05/2025.

for TREE TREATMENT PRODUCTS for BID #2022-022.

Agreed to and Accepted by:

SITEONE LANDSCAPE SUPPLY

By: Rosalin Santiago
Signature

Rosalin Santiago
Print Name

Sr. Bid Rep
Title

Date: 09-20-2024

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: DOC101824-10182024094616 (RES-2024-879 : Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #5090)

Bid #2022022 Tree Treatment Products

		Low Bidder				
			Vendor Name:	Site One		
Item #	QTY	U/M		Unit Price	Packaging Info.	Total Price
1	106	040-4130	ArborJet TREE-age R10 Insecticide, 1 pint (RUP)	$495.00	1 pint	$52,470.00 *
2	126	040-4120	ArborJet TREE-age G-4 Injectable Insecticide, 1 quart	$419.00	1 quart	$52,794.00
3	10	030-2030	Arborjet CLEAN-jet All-Purpose Cleaner, 1 liter	$13.30	1 liter	$133.00
4	220	070-0156	ArborJet #4 Arborplugs, 3/8 inch, 100/Package	$41.95	100/pkg.	$9,229.00 *
5	20	070-0150	ArborJet #3 Arborplugs, 9/32 inch, 100/Package (QGCY)	$41.95	100/pkg.	$839.00
6	3	010-4022	ArborJet Hydraulic O-Ring Kit	$19.00	kit	$57.00
7	3	070-0120	ArborJet Arborplug Setter, 2-Pack	$33.25	2-pack	$99.75
8	10	070-0515	ArborJet Deluxe Viper Needle, 2-Pack	$89.10	2-pack	$891.00
9	10	070-0665	ArborJet Deluxe #4 Drill Bit, 3/8 inch, 2-Pack	$20.90	2-pack	$209.00
10	3	975-00165	ArborJet Arborist Tree Diameter Tape, 3/8" x 12'	$23.40	12 ft.	$70.20
11	15	PEST56YBK125	New York Posting Sign w/o Stick, 500/box	$50.95	500/box	$764.25
12	15	SLIMJIMSTAKE	20 in. Stake, Slim Jim, 500/Box	$39.00	500/box	$585.00

Attachment: DOC101824-10182024094616 (RES-2024-879 : Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #5090)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/26/2023

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

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

PRODUCER MARSH USA, LLC. TWO ALLIANCE CENTER 3560 LENOX ROAD, SUITE 2400 ATLANTA, GA 30326 Attn: Michelle.W.Robles@marsh.com CN117936603-,-GAWU-23-24 Bid	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED SiteOne Landscape Supply, Inc. & its subsidiaries 300 Colonial Center Parkway, Suite 600 Roswell, GA 30076	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** ACE American Insurance Company — 22667 **INSURER B :** Indemnity Ins Co Of North America — 43575 **INSURER C :** ACE Fire Underwriters Insurance Company — 20702 **INSURER D :** ACE Property & Casualty Insurance Company — 20699 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** ATL-004924356-16 **REVISION NUMBER:** 8

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 SIR: $500,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			XSL G47298969	12/23/2023	12/23/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,850 $ 1,000 $ $ 1,850 $ 4,000 $ 4,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ISAH10689582	12/23/2023	12/23/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 3,000 $ $ $
D	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			XEUG47379970 002	12/23/2023	12/23/2024	EACH OCCURRENCE AGGREGATE	$ 5,000 $ 5,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WLR C50671215 (AOS) SCF C50671252 (WI)	12/23/2023 12/23/2023	12/23/2024 12/23/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000 $ 1,000 $ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Town of Amherst is included as an Additional Insured with respects to General Liability as required by written contract subject to the policy terms, conditions, and exclusions. Coverage is Primary and Non-Contributory as required by written contract subject to the policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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Attachment: DOC101824-10182024094616 (RES-2024-879 : Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #5090)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured
SiteOne Landscape Supply 300 Colonial Center Parkway, Suite 600 Roswell GA 30076 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	470-277-7011 1c. NYS Unemployment Insurance Employer Registration Number of Insured 49-373866 1d. Federal Employer Identification Number of Insured or Social Security Number 36-4485550
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 Indemnity Insurance Company of North America 3b. Policy Number of Entity Listed in Box "1a" WLR C50671215 3c. Policy effective period 12/23/2023 to 12/23/2024 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: JoAnn Reynolds
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____ 12/27/2023
(Signature) (Date)

Title: Asst. Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 302.476.6807

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

C-105.2 (9-17)

www.wcb.ny.gov

Attachment: DOC101824-10182024094616 (RES-2024-879 : Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #5090)

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carrie

1a. Legal Name & Address of Insured (use street address only)	1b. Business Telephone Number of Insured (470) 277-7101 1c. Federal Employer Identification Number of Insured or Social Security Number 36-4485550
SiteOne Landscape Supply, LLC 300 Colonial Center Parkway, Suite 600 Roswell Ga 30076	
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst Attn: Karen Halton Buyer 5583 Main Street Williamsville NY 14221	3a. Name of Insurance Carrier Sun Life and Health Insurance Company (U.S.) 3b. Policy Number of Entity Listed in Box 1a 961817 3c. Policy Effective Period 01/01/2024 to 12/31/2024

4. Policy provides the following benefits:
   - ☒ A. Both disability and Paid Family Leave benefits.
   - ☐ B. Disability benefits only.
   - ☐ C. Paid Family Leave benefits only.
5. Policy covers:
   - ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
   - ☐ B. Only the following class or classes of employer's employees:

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

Date Signed 02/07/2024 By *Russell Cross*
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number 800-247-6875 Name and Titled Russell Cross Client Advocate Support

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

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 Numbers _____ Name and Title _____

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

DB-120.1 (12-21)

Attachment: DOC101824-10182024094616 (RES-2024-879 : Contract Extension - SITEONE LANDSCAPE SUPPLY - CRS #5090)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29555 **RESOLUTION 2024-880** **ADOPTED**

Approval of Agreement - Snow Removal and Ice Control - SUNY at Buffalo - CRS #5114

The Highway Department requests authorization to allow the Supervisor to sign the agreement between the Town of Amherst Highway Department and the State University of New York at Buffalo.

This agreement is for the 2024 - 2025 winter season of 09/01/2024 through 08/31/2025 for snow removal and ice control.

The State University of New York at Buffalo agrees to reimburse the Town of Amherst the sum of $62,445.62.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this agreement subject to the Contract Routing System (CRS #5114) and the approval of the Town Attorney.

10/28/2024
Consent

FINANCIAL IMPACT:

D5142 : 02300 REVENUE $62,445.62

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

Attachment: SUNY AT BUFFALO (RES-2024-880 : Approval of Agreement - Snow Removal and Ice Control - SUNY at Buffalo - CRS #5114)

TOWN OF AMHERST 2024-2025
SNOW REMOVAL AND ICE CONTROL AGREEMENT WITH
STATE UNIVERSITY OF NEW YORK AT BUFFALO

In consideration of the mutual covenants, agreements, and considerations contained herein, the State University of New York at Buffalo and the Town of Amherst agree as follows:

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 September 1st and ending August 31st of the following calendar year.
    b. **Lane Mile** shall mean a portion of any State University of New York at Buffalo road that is one mile long and of sufficient width for 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 State University of New York at Buffalo 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 a 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 the guide rail.
    f. **Extra Work** For removal of snow from areas requiring loading equipment and hauling vehicles, front end loaders, snow blowers, or heavy dump trucks are usually used for such purpose.
    g. **State University of New York at Buffalo Executive** shall mean Tricia Kandler/Director of Facilities & Building Procurement.
3. **TERM:** The term of this Agreement shall be for a one year period beginning September 1st, 2024, and expiring August 31st, 2025, defined as one snow season. The Agreement shall be reviewed annually in accordance with paragraph 9 of this Agreement. This Agreement can be extended at the request of the State University of New York at Buffalo with the approval of the Town of Amherst. The Parties agree that they will commence discussion or negotiations pertaining to the extensions of renewal of this agreement, whether in whole or part, beginning in March 2022.
4. **SERVICES:** This Agreement shall include all activities necessary to control snow and ice on State University of New York at Buffalo roads, together with all necessary labor, equipment, and materials. The Town of Amherst agrees to remove snow and

Attachment: SUNY AT BUFFALO (RES-2024-880 : Approval of Agreement - Snow Removal and Ice Control - SUNY at Buffalo - CRS #5114)

to control ice and snow on State University of Buffalo roads, hereinafter listed on **Exhibit A.** The Town of Amherst will be required to maintain sufficient level of manpower, equipment, and materials to enable it to meet the goal of providing safe and passable roads. The Town of Amherst shall clear State University of New York at Buffalo roads of snow and ice as designated by that institution, to the extent the State University of New York at Buffalo may deem necessary to provide reasonable passage and movement of vehicles over such roads, all in accordance with terms, rules, and regulations as may be deemed by the State University of New York at Buffalo to be in the best interest of the public. At all times, the State University of New York at Buffalo reserves the right to call out the Town of Amherst to Remove and/or clear snow and ice, and the Town of Amherst hereby agrees to respond within a reasonable period of time. Both Parties shall designate a 24-hour contract person, whom the State University of New York at Buffalo or the Town of Amherst will contact in the event that either Party determines it is necessary to call out the other. The Town of Amherst will notify the State University of New York at Buffalo in writing when a higher level of snow removal is potentially required. The State University of New York at Buffalo will provide written response to the Town of Amherst within twenty-four (24) hours of such notification as to whether or not the State University of New York at Buffalo will do the work themselves or have the Town of Amherst perform the higher level of snow removal. If the State University of New York at Buffalo Executive requests the higher level work, then the Town of Amherst will be compensated by the State University of New York at Buffalo per the following rates. Labor shall be billed at the applicable Town of Amherst rate and equipment will be billed at the present FEMA rates for equipment. In the event the Town of Amherst does not perform as described in Section 2 of this Agreement, the State University of New York at Buffalo and the Town of Amherst will be required to meet as soon as possible, within ten (10) business days, to settle the dispute.

5. **LANE MILES:** The schedule for State University of New York at Buffalo roads that are subject to this Agreement is attached hereto and marked **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 State University of New York at Buffalo roads shall be considered to be at least 2 lanes wide for such purpose. The number of Lane Miles for which compensation shall be paid hereunder is as set forth in **Exhibit A.**
6. **PAYMENT:** The State University of New York at Buffalo agrees to reimburse the Town of Amherst for services subject to the terms and conditions enumerated herein in the form of one payment as follows:

   September 1st, 2024, through August 31st, 2025 - $62,445.62

   Payments shall be made on an invoice submitted by the Town of Amherst to the State University of New York at Buffalo. The invoice shall be signed by the Supervisor of the Town of Amherst, and shall be submitted to the State University of New York at Buffalo by December 15, 2024 and due within thirty (30) days thereafter.
7. **INDEMNIFICATION:** To the fullest extent permitted by law, the Town of Amherst agrees that it will, at its own expense, indemnify and hold harmless the State University of New York at Buffalo, 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 performance or failure to perform hereunder by the Town of Amherst or third parties under the direction or control of the Town of Amherst; 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 State University of New York at Buffalo agrees that it shall provide timely notice to the Town of Amherst of any claim or action of proceeding that may be filed or commence against the State University of New York at Buffalo by reason of the performance of such work.

8. **INSURANCE:** As a part of its obligation to indemnify, defend, and hold harmless the State University of New York at Buffalo, its officers, agents and employees, as set forth above, the Town of Amherst agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the State University of New York at Buffalo as an additional insured, as described in **Exhibit B.** In lieu of the foregoing, the Town of Amherst may furnish satisfactory evidence of a self-insurance plan acceptable to the State University of New York at Buffalo.
9. **AMENDMENT/TERMINATION:** Any modifications made to the terms of this Agreement that are mutually agreed upon by both Parties, in writing, shall become effective immediately, or as otherwise agreed. Prior to the commencement of each Snow Season, the State University of New York at Buffalo will annually notify the Town of Amherst, in writing, of any proposed modifications to this Agreement by September 1st. It is understood and agreed by both Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Town of Amherst and made part hereof, except in the event the Town of Amherst does not concur with the modification, then the Supervisor of the Town of Amherst may submit a letter of dispute to the State University of New York at Buffalo within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence. The Town of Amherst and the State University of New York at Buffalo shall attempt to resolve the matter. If a resolution if 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 both Parties.
10. **EXECUTORY:** It is understood by the Parties that this agreement shall be executor only to the extent of the monies available to the State University of New York at Buffalo and appropriated therefore, and no liability shall be incurred by the State University of New York at Buffalo beyond the monies available and appropriated for these purposes.
11. **SUCCESSORS:** This Agreement shall bind the successors, assigns and representatives of both Parties hereto.
12. **ASSIGMENT:** This Agreement shall not be assigned without written permission from the State University of New York at Buffalo.

Attachment: SUNY AT BUFFALO (RES-2024-880 : Approval of Agreement - Snow Removal and Ice Control - SUNY at Buffalo - CRS #5114)

13. **WAIVER:** Failure of either Party to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon recurrence of violation of such rights or event of default.
14. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.
15. **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.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first written above.

State University of New York at Buffalo

By: Tricia Kandler

Tricia Kandler
Director of Facilities & Building Procurement

Town of Amherst

By: _____

Brian Kulpa
Town of Amherst Supervisor

FOR THE MUNICIPALITY:

State University of New York at Buffalo

On this 16th day of OCTOBER, 2024, before me, the undersigned, personally appeared TRICIA KANDLER, 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.

Marie R Colella

Notary Public

Marie R Colella
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 1/19/2027

Attachment: SUNY AT BUFFALO (RES-2024-880 : Approval of Agreement - Snow Removal and Ice Control - SUNY at Buffalo - CRS #5114)

2022-2023 STATE UNIVERSITY OF NEW YORK AT BUFFALO SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION

Town of Amherst
5583 Main Street
Williamsville, New York 14221

LOCATION	LANES	MILEAGE	TOTAL MILES
A) Audubon from Ellicott Creek Bridge to Hamilton (s.bound)	2	0.5	1.0
B) Audubon from Hamilton Rd to Flint Entrance (s.bound)	3	1.1	3.3
C) Audubon from Flint Entrance to Hamilton Rd (n.bound)	3	1.1	3.3
D) Audubon from Hamilton Rd to Ellicott Creek Bridge (n.bound)	2	0.5	1.0
E) Ramp to South	2	0.2	0.4
F) Bridge from South	2	0.5	1.0
G) Ramp from North	1	0.3	0.3
H) Bridge from North	1	0.3	0.3
I) Flint Entrance - Maple to Audubon	4	0.3	1.2
J) Rensch Entrance - Sweet Home to Audubon	5	0.1	0.5
Total Lane Miles			12.3

Attachment: SUNY AT BUFFALO (RES-2024-880 : Approval of Agreement - Snow Removal and Ice Control - SUNY at Buffalo - CRS #5114)

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY
CLERK'S OFFICE

BUFFALO, N.Y., April 7, 2022

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, *That at the 7th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the 7th day of April, 2022 A.D., a Resolution was adopted, of which the following is a true copy:*

WHEREAS, the County has contracted with local towns in Erie County for many years to provide ice and snow control on County owned roads and facilities during the snow season; and

WHEREAS, the said agreements expire August 31, 2022; and

WHEREAS, the County of Erie negotiated and entered into three (3) year agreements with local municipalities for the control of snow and ice on County roads by towns and incorporated villages for snow seasons 2022-2025; and

WHEREAS, it would be in the best interests of Erie County to execute an agreement at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, ending August 31, 2025, 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 to sign and execute the new Snow and Ice Control Agreements, as modified and updated, at a lane mile reimbursement rate increasing five percent (5%) the first year and four percent (4%) the second and third years, to expire August 31, 2025, 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 below:

September 1, 2022 through August 31, 2023	$4,693.86 per lane mile
September 1, 2023 through August 31, 2024	$4,881.61 per lane mile
September 1, 2024 through August 31, 2025	$5,076.88 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 Office of the County Executive, the Division of Budget and Management, the County Attorney, and the Office of the Comptroller.

REFERENCE: **COMM. 6E-13 (2022)**

ATTEST

ROBERT M. GRABER
Clerk of the Legislature of Erie County

Attachment: SUNY AT BUFFALO (RES-2024-880 : Approval of Agreement - Snow Removal and Ice Control - SUNY at Buffalo - CRS #5114)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29557 **RESOLUTION 2024-881** **ADOPTED**

Pump Doctor Inc Maintenance/On-Call Services for Fuel Sites on Erie County Piggyback-CRS#5117

The Highway Department is requesting the Town Board authorize an agreement to piggyback the Erie County Contract #240275-002 for Maintenance/On-call services for Erie County Fuel Sites through The Pump Doctor, Inc. This contract will be valid from the date of execution by the Town of Amherst through August 31, 2026.

NOW THEREFORE BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract, subject to the Contract Routing System (CRS #5117) and the Town Attorney approval.

Thank you for considering this request!

10/28/2024
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

AGREEMENT

Let this document stand as an Agreement between The Pump Doctor, Inc. and the Town of Amherst permitting the Town of Amherst to participate in the purchase extension of Maintenance/On-call Services - Erie County Fuel Sites & Chemical Sites under Erie County Contract, Bid#240275-002. The term of this contract will be from date of execution by the Town of Amherst through August 31, 2026.

During the term of this Agreement, The Pump Doctor, Inc. agrees to invoice the Town of Amherst for all parts, materials and labor at the rates specified in the Erie County contract or at further discounted rates when such rates are parts of a special being offered on certain parts or a special service package offered to The Pump Doctor, Inc.'s customers it further being agreed that the prices set forth in the Pump Doctor's, Inc's invoices shall be the price charged and that no further attempts will be made to change or seek payment of a different price.

Agreed to and Accepted by:

THE PUMP DOCTOR, INC.

By: _____
Signature

Benjamin Appleton
Printed Name

President
Title

Date: 10/3/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian Kulpa
Supervisor

Date: _____

Attachment: THE PUMP DOCTOR (RES-2024-881 : Pump Doctor Inc Maintenance/On-Call Services for Fuel Sites on Erie County Piggyback-

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the

Attachment: THE PUMP DOCTOR (RES-2024-881 : Pump Doctor Inc Maintenance/On-Call Services for Fuel Sites on Erie County Piggyback-

underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business

Attachment: THE PUMP DOCTOR (RES-2024-881 : Pump Doctor Inc Maintenance/On-Call Services for Fuel Sites on Erie County Piggyback-

Utilization Commitment.

(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Contractor, in accordance with its status as an independent Contractor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

The Pump Doctor Inc.

Print Name of Company

By: _____

Signature

Benjamin Appleton

Printed name

Date: October 3,2024

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Attachment: THE PUMP DOCTOR (RES-2024-881 : Pump Doctor Inc Maintenance/On-Call Services for Fuel Sites on Erie County Piggyback-

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, provision was added to the State Finance Law (SFL), Section 165-a, effective April 12, 2012. Under th Act, the Commissioner of the Office of General Services (OGS) will develop a list (prohibited entities lis of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Th list is posted on the OGS website.

By submitting a response to this solicitation, or by assuming the responsibility under Contract/Lease awarded hereunder, Bidder/Contractor/Vendor (or any assignee) certifies that it will no utilize on such Contract/Lease any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor/Vendor is advised that any Bidder/ Contractor/Vendor seekin to renew or extend a Contract/Lease (or assume responsibility of a Contract/Lease awarded must certif at the time the Contract/Lease is renewed, extended or assigned that it is not included on the prohibite entities list.

During the term of the Contract/Lease, should the Town of Amherst (Town) receive informatio that a person is in violation of the above-referenced certification, the Town will offer the person a opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, ther the Town shall take such action as appropriate including, but not limited to, imposing sanctions, seekin compliance, recovering damages or declaring the Bidder/Contractor/Vendor in default.

The Town reserves the right to reject any Contract/Lease or request for assignment for an entity that appears on the prohibited entities list prior to the award of a Contract/Lease, and to pursue a responsibility review with respect to any entity that is awarded a Contract/Lease and appears on the prohibited entities list after Contract/Lease award.

Company Name: The Pump Doctor Inc.

Signature: [signature]

Print Name: Benjamin Appleton

Title: Owner/President

Date: October 3,2024

Sworn To Before Me This

3rd Day of October, 2024

[signature]

Notary Public

ANDREW MERTLE
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01ME0025741
My Commission Expires 6/11/2028

Revised 4.2017

Attachment: THE PUMP DOCTOR (RES-2024-881 : Pump Doctor Inc Maintenance/On-Call Services for Fuel Sites on Erie County Piggyback-

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE 10/16/2024

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

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

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 285 Delaware Avenue, Suite 4000 Buffalo NY 14202	CONTACT NAME: Client Service Team PHONE (A/C, No, Ext): 800-716-8314 FAX (A/C, No): 855-595-4605 E-MAIL ADDRESS: GGB.BU2.CL.Srv@ajg.com
INSURED PUMPDOC-01 The Pump Doctor, Inc 2706 Hemlock Road Eden, NY 14057	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : NGM Insurance Company — 1478 INSURER B : StarStone Specialty Insurance Company — 4477 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1506841139 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	U76801230AEM	10/29/2023	10/29/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	B2U0388T	9/6/2024	9/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
B	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			U76805230AEM	10/29/2023	10/29/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? 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	 $ $ $
B B	Pollution Professional			U76801230AEM U76801230AEM	10/29/2023 10/29/2023	10/29/2024 10/29/2024	Per Claim/Aggregate Per Claim/Aggregate	1million/2million 1million/2million

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

Blanket Contractual Liability applies under General Liability form.
Town of Amherst is included as additional insured on a primary and non-contributory basis under the General Liability and Auto Liability if required by written contract. Waiver of subrogation applies in favor of Town of Amherst under the General Liability and Auto Liability if required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St.
Williamsville NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: THE PUMP DOCTOR (RES-2024-881 : Pump Doctor Inc Maintenance/On-Call Services for Fuel Sites on Erie County Piggyback-

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 300495732

ARTHUR J GALLAGHER RISK
MANAGEMENT SERVICES INC
285 DELAWARE AVE SUITE 4000
BUFFALO NY 14202

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
THE PUMP DOCTOR INC 2706 HEMLOCK RD EDEN NY 14057	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B 928 247-6	55401	12/22/2023 TO 12/22/2024	12/13/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 928 247-6, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THIS POLICY DOES NOT COVER CLAIMS OR SUITS THAT ARISE FROM BODILY INJURY SUFFERED BY THE OFFICERS OF THE INSURED CORPORATION.

BENJAMIN W APPLETON - PRESIDENT
1 OF 1 - THE PUMP DOCTOR INC

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FU)

DIRECTOR, INSURANCE FUND UNDERWRITI

VALIDATION NUMBER: 113843227

00000000000122143014

Attachment: THE PUMP DOCTOR (RES-2024-881 : Pump Doctor Inc Maintenance/On-Call Services for Fuel Sites on Erie County Piggyback-

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
THE PUMP DOCTOR INC
2706 HEMLOCK RD.
EDEN, NY 14057

1b. Business Telephone Number of Insured
(716) 941-6321

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
300495732

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
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
DBL 3149 93 - 8

3c. Policy effective period
07/01/2024 to 07/01/2025

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

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

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

Date Signed 10/16/2024 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

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

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

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

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

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

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance 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 769074

Attachment: THE PUMP DOCTOR (RES-2024-881 : Pump Doctor Inc Maintenance/On-Call Services for Fuel Sites on Erie County Piggyback-

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 29592 **RESOLUTION 2024-882** **ADOPTED**

Authorize Supervisor to Sign FM Communications Extension-Three (3) Months of Public Safety Communications Parts and Equipment - CRS #4534 & #5146

WHEREAS, the Highway Department requests the Town Board to give the Town Supervisor permission to sign a contract extension for three (3) months with FM COMMUNICATIONS, 1914 Colvin Blvd, Tonawanda, NY 14150 and the Town of Amherst.

BE IT RESOLVED, the purchases are for public safety communications equipment and services on NYS-OGS Award #23141, Group #772000, Contract #PT69525, dated 8/27/19 through 8/26/24 extended to 11/26/24, pending successful completion of the Contract Routing System (CRS#4534) and the Town Attorney's approval.

10/28/2024
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

AGREEMENT EXTENSION - THREE (3) MONTHS

Let this document stand as an Agreement between FM Communications, Inc. And the Town of Amherst permitting the Town of Amherst to participate in the purchase of:

NYS OGS AWARD # 23141; GROUP # 77200
NYS OGS CONTRACT # PT69525
08/27/2019 THROUGH 08/26/2024 EXTENDED 11/26/2024
For : Public Safety Communications Equipment and Services.
(Two-Way Radios and Satellite Phones)

from Great Lakes Communications Sales Inc at 2060 East Harbor Road, Port Clinton, OH 43452 and FM Communications, Inc., 1914 Colvin Blvd., Tonawanda, NY 14150.

Agreed to and Accepted by:

FM COMMUNICATIONS, INC.

By: _____
Signature

Jamie Olson
Print Name

V. P.
Title

Date: 10/22/24

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
BRIAN J. KULPA
SUPERVISOR

Date: _____

Attachment: DOC102324-10232024111213 (RES-2024-882 : NYS-OGS Contract Piggyback Public Safety Communication Equip/Svc-Fm

FMCOMMU-01 ABAUEF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/202

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

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

PRODUCER Potter, Harris & Scherrer Agency 8810 Main Street Williamsville, NY 14221	CONTACT NAME: PHONE (A/C, No, Ext): (716) 634-5656 FAX (A/C, No): (716) 626-505 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAI
INSURER A : American Fire & Casualty Company	24066
INSURER B : West American Insurance Company	44393
INSURER C : Ohio Casualty Insurance Company	24074
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
F M Communications Inc
R 1914 Colvin Blvd
Tonawanda, NY 14150

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		BKA53280983	12/15/2023	12/15/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,00 $ 30 $ 1 $ 1,00 $ 2,00 $ 2,00
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			BAW53280983	12/15/2023	12/15/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,00 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			USO53280983	12/15/2023	12/15/2024	EACH OCCURRENCE AGGREGATE	$ 2,00 $ $ 2,00
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is included as Additional Insured on a primary & non- contributory basis as required by written contract.

CERTIFICATE HOLDER

Town of Amherst
5583 Main St
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOI THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: DOC102324-10232024111213 (RES-2024-882 : NYS-OGS Contract Piggyback Public Safety Communication Equip/Svc-Fm

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NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

AAAAAA 160977514

KEEVILY, SPERO-WHITELAW INC.
500 MAMARONECK AVENUE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
F M COMMUNICATIONS INC 1914 COLVIN BLVD TONAWANDA NY 14150	TOWN OF AMHERST 5583 MAIN STREET AMHERST NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
G 762 608-8	697681	11/01/2023 TO 11/01/2024	11/21/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 762 608-8, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

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

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

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NEW YORK STATE INSURANCE FUN

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1061447543

00000000000121321691

Form WC-CERT-NOPRINT Version 3 (08/29/2019) [WC Policy-7626088]

U-26.3

Attachment: DOC102324-10232024111213 (RES-2024-882 : NYS-OGS Contract Piggyback Public Safety Communication Equip/Svc-Fm

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by NYS disability and Paid Family Leave benefits carrier or licensed insurance agent of that carri

1a. Legal Name & Address of Insured (use street address only)
F M COMMUNICATIONS INC
1914 COLVIN BOULEVARD
TONAWANDA, NY 14150

1b. Business Telephone Number of Insured

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

1c. Federal Employer Identification Number of Insured or Social Security Number
160977514

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

3a. Name of Insurance Carrier
ShelterPoint Life Insurance Company

3b. Policy Number of Entity Listed in Box "1a"
DBL603102

3c. Policy effective period
01/01/2023 to 12/31/2024

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

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

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

Date Signed 12/11/2023 By _____
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 516-829-8100 Name and Title Richard White, Chief Executive Officer

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

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

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

State of New York
Workers' Compensation Board

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

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

Telephone Number _____ Name and Title _____

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

Attachment: DOC102324-10232024111213 (RES-2024-882 : NYS-OGS Contract Piggyback Public Safety Communication Equip/Svc-Fm

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

Francina J. Spoth
Town Clerk

Meeting: 01/22/24 07:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 28459

RESOLUTION 2024-87

ADOPTED

NYS-OGS Contract Piggyback Public Safety Communications Equip/Svc-FM COMMUNICATIONS - CRS #4534

The Highway Department requests the Town Board give the Supervisor permission to sign a contract with FM Communications, Inc and the Town of Amherst. Purchases are for parts and service for Public Safety Communications Equipment (2-way radios) bases on NYS-OGS Award 23141, Group 77200, Contract PT68713 from 08/27/2019 through 08/26/2024.

FM Communications, Inc. is located at 1914 Colvin Blvd, Tonawanda, NY 14150.

BE IT FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract subject to the Contract Routing System (CRS#4534) and the approval of the Town Attorney.

1/22/2024
Consent

FINANCIAL IMPACT:

TOWN WIDE

VARIOUS

TBD

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

Attachment: DOC102324-10232024111213 (RES-2024-882 : NYS-OGS Contract Piggyback Public Safety Communication Equip/Svc-Fm

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29581 **RESOLUTION 2024-883** **ADOPTED**

Clerk - PT/Court

Please appoint a Clerk- PT to the Amherst Town Court, Effective October 29, 2024, Temporary, $15.50 ph, Step 1 for Emma Barillari.

Contingent upon completing all pre-employment requirements.

10/28/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29583 **RESOLUTION 2024-884** **ADOPTED**

Principal Clerk Typist/ Information Technology Department

Please appoint a Principal Clerk Typist to the Information Technology Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective November 25, 2024 at an annual salary of $44,406, Grade 7, Step D for Robin Erwin.

This appointment is for an employee currently serving as Principal Clerk Typist and transferring from another department.

10/28/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29584 **RESOLUTION 2024-885** **ADOPTED**

Network Manager/Information Technology Department

Please appoint a Network Manager to the Information Technology Department. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 29, 2024 at an annual salary of $81,924, Grade 18, Step H for Michael Peller.

This is a permanent appointment for a current employee who has been serving provisionally.

10/28/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29585 **RESOLUTION 2024-886** **ADOPTED**

Principal Clerk Typist/Court

Please appoint a Principal Clerk Typist to the Amherst Town Court. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 29, 2024 at an annual salary of $38,674, Grade 7, Step A for Michelle Manly.

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

10/28/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 29586 **RESOLUTION 2024-887** **ADOPTED**

Senior Clerk Typist/Court

Please appoint a Senior Clerk Typist to the Amherst Town Court. Permanent, from list, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective October 29, 2024 at an annual salary of $36,295, Grade 5, Step A for Kimberly McGuirk-Zuber.

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

10/28/2024
Consent

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 29593 **RESOLUTION 2024-888** **ADOPTED**

Authorize the Supervisor to Execute the Sale Agreement for 160 Campus Drive, Amherst, NY 14226 and Request to Utilize Distressed Properties Trust Account for the Sale Expenses CRS #5142

WHEREAS, the Town of Amherst took ownership of 160 Campus Drive Amherst, NY 14226 on August 16th, 2022 through abandonment proceedings (RES#2022-312) in order to address extreme code violations; and

WHEREAS, the Building Department was given authorization by the Town Board to demolish 160 Campus Drive due to the deplorable and dangerous condition of the vacant home and prepare the property for resale and redevelopment (RES#'s 2022-1011, 2023-672; 2023-757); and

WHEREAS, the Property was publicly listed for sale with competitive offers due to the Town Planning Department by September 27th, 2024; and

WHEREAS, the Planning Department received two (2) viable offers with the higher offer from 177 Darwin, LLC meeting the Town's terms for sale; and

WHEREAS, the Planning Department is seeking to execute the Contract for Sale of 160 Campus Drive to 177 Darwin, LLC and requests authorization to use the Distressed Properties Trust Account for the Town's ancillary costs for the property's closing; now therefore

BE IT RESOLVED, that the Amherst Town Board authorizes the Supervisor to execute the Contract for sale of 160 Campus Drive, Amherst NY 14226 (SBL#68.17-3-14) to 177 Darwin, LLC, pending successful completion of the contract routing process; and authorizes the use of the Distressed Properties Trust Account (T4019-4002) for an amount not to exceed $5,000, towards typical costs associated with a real estate transaction for the property, with property sale proceeds to be returned back into the Distressed Property Trust Account.

10/28/2024
Consent

FINANCIAL IMPACT:

The funds will be taken from the Distressed Property Trust Account (T4019.4002) and the property sale proceeds will be returned to the Distressed Property Trust Account.

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

Amherst

Town of Amherst Planning Department — Erie County, New York

Brian J. Kulp
Supervisor

Daniel C. Howard P
Planning Direc

Daniel J. Ulatowski P
Assistant Planning I or

October 23, 2024

Agenda of October 28, 2024

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

Subject: Sale Agreement for 160 Campus Drive, Amherst, NY 14226 and utilization of Distressed Properties Trust Account for the sale expenses.

Honorable Board Members,

The Town acquired the property at 160 Campus Drive, Amherst, NY 14226 through abandonment proceedings on August 16, 2022 due to severe code violations and authorized its demolition to prepare the property for resale and redevelopment.

On September 11, 2024, the property was publicly listed for sale and the Planning Department received two viable offers by the deadline. The offer from 177 Darwin, LLC was the highest, met the Town's terms, and aligns with our redevelopment goals.

At this time the Planning Department respectfully requests the Town Board to authorize the Supervisor to execute the sale contract and allow the use of up to $5,000 from the Distressed Properties Trust Account for closing costs, with proceeds from the sale of the property to be returned to the Distressed Properties Trust Account.

A draft resolution is attached for your consideration.

Very truly yours,

Daniel C. Howard, AICP
Planning Director

Enc.

X:\Community Development\New Structure\OTHER PROGRAMS and GRANTS\Neighborhood Revitalization Working Group\160 Campus\TB Resolutions (160 Campus)\TBltr for 160 Campus Sale Agreement 10.28.24.docx

Attachment: tbletter-10232024113150 (RES-2024-888 : Sale of 160 Campus Drive & Use of Distressed Properties Trust Account for Sale

CONTRACT

Date: October 23, 2024

Seller and Purchaser agree as follows:

Seller TOWN OF AMHERST
Address: 5583 Main Street, Williamsville, New York 14221

Purchaser: 177 DARWIN LLC, A NEW YORK LIMITED LIABILITY COMPANY
Address: 171 Darwin Drive, Amherst, New York 14226

1. **AGREEMENT**. Seller shall sell and Purchaser shall buy on the terms stated in this Contract.

2. **PROPERTY**. The Property is described as follows: SBL 68.17-3-14 consisting of one vacant land Parcel, being approximately .25 +/- acres and located at 160 Campus Drive in the Town of Amherst, County of Erie and State of New York as more particularly shown on a Survey Map and legal description of the Property.

Purchaser will accept the Property in its "as is" physical condition at the time of closing subject to restrictions of record providing they have not been violated, unless their enforcement is barred by law, and subject to water lines, sanitary sewer, drainage, gas distribution line and main, electrical and telephone easements and rights-of-way of record provided they are or may be used to service the Property.

3. **PRICE**. The purchase price is $65,500.00
and is payable as follows:
Initial Deposit $5000.00
Held In Escrow By: Seller's Attorney
On delivery of deed (in cash or certified funds) $ adjusted balance*
(*Purchase price less deposits (if any), subject to closing adjustments.)

4. **THIS SALE INCLUDES**. All rights of Seller to all streets, highways, alleys, driveways, easements and rights-of-ways relating to the Property; all buildings, improvements and leasehold interests related to the Property.

5 **ADJUSTMENTS AT CLOSING**. There shall be prorated and adjusted, as of 12:00 midnight prior to delivery of the deed, non-delinquent taxes and assessments appearing on current tax bills computed on a fiscal year basis and rents and security deposits from tenants then in occupancy.

Purchaser will accept title to the Property subject to, and will pay all assessments and

Seller Initials: _____ Purchaser Initials: _____

Attachment: 160 Campus Purchase and Sale Contract Final - signed 10.24.24 (RES-2024-888 : Sale of 160 Campus Drive & Use of Distressed

installments of assessments for special or local improvements not yet due and payable as of the closing date, provided they appear on the current tax rolls and all Leases for premises within the Property then in effect.

6 **SEARCH AND SURVEY.**

(A) Search. Seller shall pay for the cost of obtaining a tax and title search which covers the Property only, fully guaranteed by a title insurance corporation licensed under Article 64 of the Insurance Law. The first set-out of the search shall be a deed from an apparent owner dated prior to 1920. The last continuation of the search shall be dated after this Contract. Sellers shall also obtain local tax certificates where not covered by the search.

(B) Survey. Purchaser shall pay for the cost of obtaining a survey of the Property prepared by a professional who is licensed or otherwise authorized under the New York Education Law to practice land surveying ("Surveyor"). The survey shall be dated after this Contract, shall be prepared according to standards of the Niagara Frontier Land Surveyors Association and show the Property and location of all buildings, other structures and improvements affecting it. The Surveyor will also stake and install permanent pins on all corners on the Property at the expense of Purchaser, and Purchaser shall have the right to have additional pins and stakes placed upon the Property at Purchasers expense.

(C) Order of Title Documents. Seller shall order the search and survey within seven (7) business days after completion of all contingencies contained in the Contract.

7 **DEED**. At closing, Seller shall deliver to Purchaser a bargain and sale deed. The Deed shall further provide good, and marketable title in fee simple, free and clear of all encumbrances except as stated in this Contract

8 **POSSESSION & INTENDED USE.**

(A) Possession. Sellers shall retain possession and occupancy, of all the Property until the time of the delivery of the deed.
(B) Intended use. The Purchaser agrees that the property is intended to be used by the Purchaser for the construction of a Single-Family Residence and no other Purpose unless otherwise provided for in the Town of Amherst Zoning Code.

9 **COSTS**. Seller shall pay for the tax and title searches and their continuation to the date of closing. Purchaser shall pay for the survey, for the required New York State and County transfer taxes, if any. Purchaser shall pay for the recording fee for the deed. Seller shall pay any fees for obtaining or recording any documents necessary to clear title.

10. **OBJECTION TO TITLE AND TITLE INSURANCE**. If Purchaser finds valid objections to Seller's title which make it unmarketable, Purchaser shall either:

Seller Initials: _____ Purchaser Initials: _____

Attachment: 160 Campus Purchase and Sale Contract Final - signed 10.24.24 (RES-2024-888 : Sale of 160 Campus Drive & Use of Distressed

(A) Accept the title as presented; or

(B) Advise Seller of Purchaser's objections, allow Seller the later of ten days after receiving notice of the objections, or the closing date herein, in which to cure the objection, and then accept the title once cured. Provided, however, that if Seller cannot cure the objection but a fee title insurance policy covering the objection can be obtained, then Purchaser must accept the same. Seller shall pay the cost of such fee title insurance.

If Purchaser elects not to accept such title as Seller can convey, and Seller cannot with due diligence cure the defect, nor obtain fee title insurance covering the objection, then this contract shall terminate. In this event, the Purchaser shall have the deposit returned to it and neither party shall have any further rights as against the other.

11. **Intentionally Omitted.**

12. **CONTINGENCY FOR MUNICIPAL APPROVAL**. The Parties obligation to complete this Contract is contingent upon the securing of all appropriate municipal and other governmental approvals for the completion of the Contract on or before closing date stated below.

13. **CONDITION OF PROPERTY/ INSPECTION**. Purchaser has satisfied itself that the price and condition of the Property (are acceptable and agrees to take the Property in its "as-is" condition. This paragraph shall survive the closing.

14. **CLOSING**. This contract shall be closed at the Office of the Seller's Attorney within thirty (30) days, following the release of all contingencies contained in this Contract or at such time and place as Seller and Purchaser mutually agree upon. Time is not of the essence as to the closing date; either party may after the above date, upon fourteen (14) days prior notice, declare time to be of the essence and set such a closing date.

15. **BROKER'S COMMISSION**. Seller and Purchaser agree that **No Broker**, brought about this sale and that no commission is due Broker.

16. **ENTIRE AGREEMENT**. This Contract of sale with three Exhibits (Exhibit "A" and "B") contain the entire agreement between the Seller and Purchaser and nothing is binding on either of them which is not contained in this Contract. This Contract is intended to bind the Seller and Purchaser and those who succeed to their interests.

17. **SIGNATURES**. Unless all of the persons whose names appear at the beginning of the Contract sign it on or before the 11th day October of 2024, this Contract shall not become effective. Facsimile and electronic signatures on this Contract shall be enforceable as originals.

Seller Initials: _____ Purchaser Initials: LF

Attachment: 160 Campus Purchase and Sale Contract Final - signed 10.24.24 (RES-2024-888 : Sale of 160 Campus Drive & Use of Distressed

SELLER: **TOWN OF AMHERST**

By:_____ Dated:_____
Brian Kulpa
Its: Supervisor

PURCHASER: **177 Darwin LLC**

By: Laura Favaro Dated: 10/23/2024
Laura Favaro,
Its: Sole Member

Seller's Attorney:
Steven B. Bengart, Esq.
Bengart & DeMarco, LLP
2655 Sheridan Drive
Tonawanda, NY 14150
Phone: (716) 838-4600
Fax: (716) 838-4646
Email: sbengart@bengatdemarcolaw.com

Purchaser's Attorney:
Cannon Heyman & Weiss, LLP
726 Exchange Street, Ste. 500 Buffalo, New York
Buffalo, New York 14210
Phone: (716) 800-8737
Fax: (716) 856-2311
Email: tfavaro@chwattys.com

Saved as: Amy/files/ Town of Amherst/Purchase Contract for outright Sale of 160 Campus Drive, NY (10-5-24)

Seller Initials: _____

LF Purchaser Initials: _____

Attachment: 160 Campus Purchase and Sale Contract Final - signed 10.24.24 (RES-2024-888 : Sale of 160 Campus Drive & Use of Distressed

160 Campus Offers received by Deadline

#	From	Received	Offer	Final Amount
1	G. Beverly	9/23/2024	$63,000	$ 63,000
2	177 Darwin LLC	9/25/2024	$40,000 with $2,500 escalator increments, up to $75,000	$ 65,500

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29532 **RESOLUTION 2024-889** **ADOPTED**

Erie County Society for the Prevention of Cruelty to Animals D/B/A SPCA Erie County (CRS #5072) Agreement to Adopt Unclaimed Seized Dogs

TOWN BOARD AGENDA ITEM: OCTOBER 28, 2024

TO: **Town Board**

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

RE: **Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Erie County (CRS #5072) Agreement to Adopt Unclaimed Seized Dogs**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached agreement between the Town of Amherst (Police) and the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Erie with regard to the above-entitled matter. Approval of this agreement is contingent upon the successful completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 28, 2024**)

10/28/2024
Consent

FINANCIAL IMPACT:

A3510 .4110: Amount TBD

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

AGREEMENT

THIS AGREEMENT made this 10th day of October 2024 by and between the Town of Amherst, New York (the "Town") and the Erie County Society for the Prevention of Cruelty to Animals d/b/a SPCA Serving Erie County, a not-for-profit corporation having an office located at 300 Harlem Road, West Seneca, New York, 14224 (the "SPCA").

WITNESSETH
WHEREAS, the Town and the SPCA desire to enter into a contract providing that after the statutory holding period as per New York State Agricultural and Markets Law, a seized dog may be offered for adoption by the Town or the SPCA according to New York State Agricultural and Markets Law, Article 7 and Article 26.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. During the term of this Agreement, SPCA will only accept dogs that it considers safe adoption candidates after they have been held the legal stray holding period as determined by NYS Agriculture and Markets laws unless otherwise stated within this contract. The Town will be responsible for identifying dogs who are overtly behaviorally unsound, suffering irredeemably, or dangerous with people or other animals. In that event, the Town shall be responsible for the animal's humane euthanasia at the veterinary facility of its choice. The Town understands that its representatives are welcome to contact SPCA's behavior department with any questions pertaining to behavior or temperament.

2. The term of this agreement shall commence on October 10th, 2024, and shall be automatically and continuously renewed for each succeeding calendar year until the Town or the SPCA provides written notice to the other, at least thirty (30) days prior to the commencement of the succeeding year, of its desire to terminate this Agreement.

3. The Town understands that it is their sole responsibility to seek and provide veterinary care for a sick or injured impounded animal. The Town agrees to seek said care from a licensed Veterinarian, and to adhere to the care/treatment recommendations from said Veterinarian. Contact information for the Veterinarian(s) routinely worked with by the Town will be furnished when the signed contract is returned to the SPCA. Furthermore, the Town understands and acknowledges that failure to provide medical care to an impounded animal in need may immediately void this agreement and could lead to criminal charges.
a) NYCRR, Part 77.2 requires that all dogs seized under AML, Article 7 "…shall be properly cared for, sheltered, fed and watered for the redemption period…" "Properly cared for" includes veterinary care when necessary. Any seized dog suffering from illness or serious injury must receive prompt treatment by a licensed veterinarian. A common sense evaluation of the seized dog by the DCO is necessary to determine when that care is necessary. For example if a dog appears to have been hit by a car, has lacerations and possible fractures and is in pain, that animal needs to be seen by a veterinarian. The municipality is responsible for stabilizing care for that animal, but not for orthopedic surgery or other major surgery or diagnostics. Stabilization may include intravenous fluids, cleaning of wounds, supportive wraps for fractures; pain control, etc. Other examples would be a dog that is weak, unable to walk, is vomiting, etc., or a dog with porcupine quills. That dog also needs to be seen by a veterinarian. It is not acceptable to deliver a dog in need of veterinary care to a shelter and leave it in a cage when no arrangements have been made for treatment. This is of particular importance if a dog is delivered to the shelter after hours and left unattended in a cage when in need of veterinary care. The municipality could be subject to the Agriculture and Markets cruelty law since needed care was not supplied. The municipality may have a formal arrangement with the shelter to assist in getting veterinary care, with the understanding that all cost will be borne by the municipality.

   If the medical condition is too severe to be maintained at the holding facility, the dog can be transferred to the SPCA for medical treatment if agreed upon by both parties. The Town agrees to pay for any medical treatment incurred if the animal is evaluated or made stable by the SPCA, in the event the SPCA does not agree to accept the animal for transfer.

4. In the event the Town feels that the physical condition of the dog at the time of initial impoundment may rise to the level of animal cruelty, the Town understands it may contact the SPCA. The SPCA agrees to arrange for the Town to bring the dog to the shelter and to have a member of its medical and/or Law Enforcement team examine

Attachment: Agreement (RES-2024-889 : SPCA Agreement: Seized Dogs (CRS# 5072))

the dog. If the SPCA deems the condition of the dog may in fact be evidence of the crime of cruelty to animals, the SPCA will accept said dog, hold the dog stray time and open an investigation. The Town understands that it must take the dog back, hold stray time, and provide medical treatment as described above in the event the SPCA declines to accept the dog for further investigation solely at the Town's own expense. The Town also agrees to reimburse the SPCA for any veterinary care provided to stabilize the animal while in the care of the SPCA.

5. In the event that a dog relinquished by the Town to the SPCA is subsequently euthanized due to significant medical or behavioral problems, the euthanasia shall be performed by registered Licensed Animal Health Technicians employed by the SPCA and shall be carried out humanely with an injection of sodium pentobarbital.

6. The SPCA will accept dogs as space permits. The Town agrees to call ahead before transporting a dog to the shelter. Agents or Representatives from the Town must call the shelters main line directly during the hours of 8am and 4 pm, they may not contact SPCA staff on their personal phones. If the town is unable to reach someone when calling, they must leave a voicemail message for the appropriate department. The SPCA understands that if space does not permit, the Town may seek alternative placement for the dogs with other organizations.

7. The Town agrees to pay the SPCA the following fees for services rendered pursuant to this Agreement per dog:

a) A euthanasia fee of seventy dollars ($70.00)
b) A crematory and disposal fee of seventy dollars ($70.00).
c) An adoption fee of seventy-five dollars ($75.00).
d) Rabies vaccination fee of ten dollars ($10.00)

If the Town finds an adopter for the dog during the legal holding period and/or before being transferred to the SPCA, and would like the SPCA to facilitate the adoption, the Town agrees to pay an adoption fee of $50. This will include providing the dog with spay/neuter, microchipping, and appropriate vaccinations before the adoption is finalized. The potential adopter of the dog will also agree to pay any adoption fees set by the SPCA at the time of adoption. If the potential adopter is no longer interested in adopting the dog, and the dog has had all services completed and still held by the SPCA, the Town will be responsible for covering the cost of the services as well as taking the dog back to their holding facility should the SPCA be unable to accept the animal. The Town also agrees to reimburse the cost of care for the dog at the rate of $25 per day.

Also, the Town understands it is its sole responsibility to provide animal control services for its municipality. It is an expectation of the SPCA that the Town attempts to find potential adopters for all dogs if they are signed over or once cleared of the legal holding period. The Town can list these animals on the Rehome or Home to Home websites, which are adoption websites sponsored by the SPCA and listed on its adoption's website for the public to see.

The Town agrees to pay the SPCA's reasonable attorney's fees incurred in any legal action brought by the purported owner of the subject animals arising from the seizure of said animal.

The fees accrued during each month shall be paid no later than the fifteenth day of the next subsequent month. All fees are subject to change, written notice will be provided.

8. If it is necessary for the SPCA to accept a stray dog found within the Town, the Town agrees to pick up said dog within 4 SPCA business hours of receiving a phone call from the SPCA. The Town understands that if the dog is not picked up, there will be a $70.00 transport fee for an SPCA representative to deliver the dog to the Town's Animal Control Office. Additionally, if the Town fails to retrieve the dog within 4 hours or is unavailable to accept said dog upon SPCA arrival to their holding facility, the Town agrees to reimburse the cost of care for the dog at the rate of $25.00 per day. The Town also agrees to reimburse the SPCA for any veterinary care provided to stabilize the animal while in the care of the SPCA.

9. The Town agrees to send all Animal Control Officers, Dog Control Officers or any Agent of the Town acting in such a role where they have a responsibility to feed, clean, house, walk, accept, pick up or in any way interact with

Attachment: Agreement (RES-2024-889 : SPCA Agreement: Seized Dogs (CRS# 5072))

or provide care for animals as part of their Town duties to continuing education courses. This may include courses that they find independently or any training courses that are scheduled and hosted by the SPCA.

10. If for any reason the Town accepts and transports an owned animal for surrender, the Town understands the SPCA will not accept said animal without a completed SPCA Owner Surrender profile, paper proof of permanent ownership relinquishment to the Town, and reliable contact information for the previous owners.

11. The Town agrees to scan all stray dogs for a microchip, and to fully document any and all attempts to contact the registered owner. The Town understands that if a microchip is detected by the SPCA upon transfer, and it was not previously discovered by the Town, or the Town made no attempts to contact the owner, the SPCA will hold the dog for a period of 24 hours while attempt(s) are made to contact and locate the registered owner. The Town agrees to pay the SPCA for the additional holding period at $25.00 per day and to reimburse the SPCA for any veterinary care. If the SPCA is unable to make contact with the registered owner or the owner fails to make contact after an initial attempt, the dog will become property of the SPCA and be available for adoption or humane euthanasia at the discretion of the SPCA.

12. The town agrees to provide the following information at the time of signing the contract:
a) Names of any agent or representative of the of Town, whether designated as an animal control officer, dog control officer, or otherwise tasked with caring for dogs, as well as any individual who brings dogs to the SPCA for intake
b) The location of the Town's kennel facility or the names and locations of any businesses contracted by the Town to house dogs during the legal holding period. The SPCA reserves the right to request to view these facilities with prior consent from the Town or named businesses.
c) Names of any other town, village, or other municipality that they provide Animal Control or Dog Control services for.

13. The Town and the SPCA each agree to cooperate and assist the other in fulfilling the terms of this Agreement.

14. The parties hereto represent and warrant to each other that they each have the full right, power and authority to enter into this Agreement.

15. This Agreement may only be modified or amended through the written consent of both parties hereto.

16. The town agrees to indemnify, defend, and hold harmless, the SPCA, its directors, officers and employees from and against any and all claims, actions, liabilities, damages, costs, expenses and reasonable attorney fees, including, but not limited to, those for personal injury and/or death and/or property damage, that arise against or are incurred by the Indemnified Party as a result of any breach, performance or non-performance by the Indemnifying Party of the terms and services set forth in this Agreement.

The provisions this section shall survive the termination of this Agreement.

In witness whereof, the parties hereto have caused their hands and seals to be hereunto affixed the day and year first above written.

ERIE COUNTY SOCIETY FOR THE PREVENTION OF CRUELTY TOANIMALS ("SPCA")

By:_____
President & C.E.O.

TOWN OF AMHERST REPRESENTATIVE ("Town")

By:_____
Its:_____

Attachment: Agreement (RES-2024-889 : SPCA Agreement: Seized Dogs (CRS# 5072))

Town Veterinarian Information: (Towns may not list the SPCA or E-Clinics as a veterinarian facility)

Veterinarian name: _____

Practice name: _____

Phone Number: _____

Veterinarian name: _____

Practice name: _____

Phone Number: _____

Animal Control or Dog Control Officers or Town Representatives:

Name: _____

Email: _____

Name: _____

Email: _____

Name and Location of Kennel Facility used by the Town: (If Any)

Name: _____

Owner: _____

Address: _____

_____

Phone Number: _____

Towns, Villages, and/or Municipalities that the Town provides Animal/Dog Control/Other Services for:

_____

_____

_____

Attachment: Agreement (RES-2024-889 : SPCA Agreement: Seized Dogs (CRS# 5072))

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29560 **RESOLUTION 2024-890** **ADOPTED**

2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS #5111)

TOWN BOARD AGENDA ITEM: OCTOBER 28, 2024

TO: **Town Board**

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

RE: **2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS#5111)**

WHEREAS, the Bureau of Justice Assistance has combined funding available through the Edward Byrne program and is offering grant money to the City of Buffalo and the Towns of Amherst and Cheektowaga; and

WHEREAS, The Town of Amherst will receive approximately $12,475.00 to utilize for a number of purposes including but not limited to additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice; and

WHEREAS, the Town of Amherst will need to contribute $2,161.15 of departmental funds to complete this project; and

WHEREAS, the City of Buffalo will serve as the lead agency for the purpose of securing and administering these grant funds;

NOW THEREFORE BE IT RESOLVED, that the Town Supervisor is hereby authorized and directed to execute all documents pertaining to the application and acquisition of said funding including a Memorandum of Understanding with the other municipal partners in this collaborative effort, pending the successful completion of the Contract Routing Process.

SPC: msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: October 28, 2024)**

10/28/2024
Consent

FINANCIAL IMPACT:

Grant Funding: $12,475.00

A 3120 .2130: $2,161.15

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

THIS MEMORANDUM OF UNDERSTANDING is made and entered into between the City of Buffalo, a municipal corporation organized and existing under the laws of the State of New York, by its Department of Police ("BPD"), and in partnership with the County of Erie, through the Office of the District Attorney and Erie County Central Police Services, in addition to the Towns of Amherst and Cheektowaga through their Police Departments ("Partners").

WITNESSETH

WHEREAS, the City of Buffalo and the above-named Partners have jointly agreed to a partnership under the Edward Byrne Memorial Justice Assistance Grant Formula Program ("JAG"), which has awarded grant funding totaling $212,700 to the City of Buffalo and two (2) other Erie County jurisdictions, covering the project period from October 1, 2023 through September 30, 2027, for the purposes outlined under the JAG FY 2024 Local Solicitation; and,

WHEREAS, the source for said initiative is provided by the U.S. Department of Justice through the Office of Justice Programs, under the Bureau of Justice Assistance; and,

WHEREAS, the City of Buffalo and the Partners have proposed strategies toward criminal justice initiatives that will improve or enhance law enforcement, crime prevention, juvenile prosecution, as well as planning and/or technology improvement programs for the betterment of their communities and the improvement of the effectiveness and efficiency of criminal justice systems; and,

WHEREAS, the City of Buffalo has agreed to serve as the lead applicant/fiscal agent for these joint funds as a result of the disparate allocation requiring the submission of a joint application for the aggregate of funds allocated, and will be responsible for the administration of funds (including fund distribution to its "Partners"), monitoring, and the submission of reports to the Bureau of Justice Assistance; and,

WHEREAS, both BPD and its Partners find that the performance of the Memorandum of Understanding is in the best interest of all parties, that the undertaking will benefit the public, and that the division of funds by the Bureau of Justice was mutually accepted; and,

NOW, in consideration of the mutual covenant and terms contained herein, it is hereby agreed:

The City of Buffalo, which is responsible for the administration of this grant, through the Buffalo Police Department's Grants Office, will pay partners in accordance with fiscal procedures followed by BPD as determined by the City of Buffalo Department of Audit and Control. The City of Buffalo hereby agrees to pay $12,475 to the Town of Amherst and

$15,960 to the Town of Cheektowaga, as prescribed by the Bureau of Justice. Payment to the Towns of Amherst and Cheektowaga will be handled as a reimbursement. The City, as part of its own funding award, hereby agrees to provide a contribution of $24,000 toward the partial funding of a Juvenile Prosecutor through the Office of the District Attorney. In addition, due to the County of Erie's ineligibility for an individual allocation based on the level of crime data as determined by the Bureau of Justice, the City will contribute $4,000 to the County of Erie's Central Police Services to continue with its programming and security efforts to the county-wide Complaint History and Records Management System. This funding

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

will also be handled as a reimbursement to Erie County by the City of Buffalo.

Under the terms of JAG 2024 Award, payment is authorized for expenditures covering the period October 1, 2023 through September 30, 2027. For purposes of this Agreement, said obligation period has been mutually agreed upon as the start date by the City of Buffalo and the Partners, subject to the total receipt of funds separately identified and authorized in Paragraph 1 of this Memorandum of Understanding. The contract term ending date among partners may be shortened if funds are expended prior to the contract term ending date; the contract term ending date may also be extended by the City of Buffalo under the terms of the JAG Award. Any extension date must be approved by the City of Buffalo in writing, and the new approved date shall then become the contract term ending date for purposes of this Memorandum of Understanding.

As the lead applicant/fiscal agent, the City of Buffalo, and each individual Partner will be responsible for presenting this grant to their own governing bodies for review, as well as providing an opportunity for public comment as specified in the 2024 JAG Award Local Solicitation, attached hereto as “Exhibit I”.

JAG funds shall be utilized by each Partner under the terms of the 2024 JAG application, attached hereto as “Exhibit II”, and award, and cannot be used directly or indirectly for security enhancements or equipment to nongovernmental entities not engaged in criminal justice or public safety. All Partners must adhere to the permissible use of funds under the Edward Byrne Memorial Justice Assistance Grant, including the Prohibited and Controlled Expenditures, all of which is outlined and described and/or link(s) to further information is contained in “Exhibit I”.

Each partner is considered a sub-recipient of the City by the U.S. Department of Justice, Office of Funding Programs, Bureau of Justice Assistance, under the JAG Award. As such, each must follow the processes outlined, along with the required Certifications and Assurances signed by the City’s Chief Executive as the lead application, all of which is outlined and described and/or link(s) to further information is contained in “Exhibit I”. In addition, each Partner will be responsible for the submission of fiscal reconciliation reports subject to the total funds separately identified and authorized in Paragraph 1 of this Memorandum of Understanding, including back-up documentation. All fiscal records must be maintained by each participating partner, under the terms of the 2024 JAG Award in relation to fiscal compliance. Further, each Partner will be required to submit programmatic accountability measures on specific outcomes and benefits attributable to the use of JAG Funds and their method for collecting data for these performance measures. All reports (both fiscal and programmatic), shall be submitted to the City quarterly, due within ten (10) business days of the end of each fiscal quarter, so that the City can comprehensively submit said reports to the Bureau of Justice Assistance under the terms of the 2024 JAG Award. All JAG recipients should be aware that the Bureau of Justice Assistance may consider changes to the JAG performance reporting processes, including measures. As a result, recipients are advised that the reporting requirements may be subject to modification, and upon the City’s notification of such changes by the Bureau of Justice, partners will be responsible for compliance with any changes upon notice to them by the City. Should these measures be modified, then Partners will be subject to the modified terms.

Each of the undersigned sub-recipients is required to keep complete and thorough records regarding all grant activity, including but not limited to all records relating to purchases of equipment, training,

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant “JAG” (CRS# 5111))

consultants, staff hired or retained and regular and/or overtime hours paid utilizing 2024 JAG funds, and which are to be submitted to the City whenever reimbursement for expenditures is requested, and at a minimum quarterly at the time of submission of the aforementioned PMT.

Each Partner agrees that, dependent upon the status of the City of Buffalo as the grantee, additional terms and special conditions may be applicable to them upon the execution of the grant award. Partners are also subject to these terms and special conditions of the prime award.

Each Partner shall be responsible for its own actions in providing services under this Memorandum of Understanding, and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Partners.

The City of Buffalo, including its officers, employees and/or agents, does not assume and shall not be held liable for any costs, debts or liabilities above and beyond the amount specified in Paragraph 1 of this Memorandum of Understanding. Each Partner agrees to defend, indemnify, and hold harmless, the City of Buffalo, including its officers, employees and/or agents against all claims, losses, damages, injuries or other disputes arising out of the performance of this Memorandum of Understanding, to the extent caused by said individual Partner's acts or omissions.

The Partners will not be liable for any delay or for failure to perform any of their respective obligations under this Memorandum of Understanding resulting from any cause beyond the Partner's reasonable control, including, but not limited to, fires, explosions, floods, strikes, work stoppages or slowdowns, or other industrial disputes, accidents, riots or civil disturbances, acts of civil or military authorities.

If applicable and any individual Partner does not spend the total funds authorized in Paragraph 1 of this Agreement, after a solid effort has been made by the Partner to expend same, the Partner shall notify the City sixty (60) days prior to the contract term ending date (September 30, 2027) or any extension thereof, whichever is longer.

Each Partner shall not subcontract, assign, transfer, convey, sublet, or otherwise dispose of any right, title, obligation, or interest said Partner may have under this Memorandum of Understanding without prior written consent from BPD. Any such subcontract, assignment, transfer, subletting, conveyance or disposition of this Memorandum of Understanding, or any right, title, or interest therein executed without prior written consent of the BPD shall relieve the City of Buffalo and the BPD of any and all liabilities and obligations arising out of this Memorandum of Understanding to each Partner and to the person or corporation to which this Memorandum of Understanding had been subcontracted, assigned, transferred, conveyed, sublet or otherwise disposed; further, the Partner's subcontractor(s), assignee(s), transferee(s), or sub lessee(s) shall forfeit and lose all monies otherwise due under this Memorandum of Understanding.

Each Partner acknowledges that no Federally appropriated funds have been paid or will be paid, by on behalf of or to any person for influencing or attempting to influence an officer or employee of agency, a Member of Congress, an officer or employee of Congress, or an employee of any member of Congress in connection with the making of any Federal grant, the entering into any cooperative

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

Memorandum of Understanding, and the extension, continuation, renewal, amendment of any Federal grant or cooperative Memorandum of Understanding. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative Memorandum of Understanding, the Partner shall complete and submit STANDARD FORM – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions (all of which is outlined and described and/or link(s) to further information is contained in "Exhibit I"). Each Partner shall also refer to said regulations to determine the certification to which they are required to attest and the signatures under this cooperative Memorandum of Understanding will provide for compliance with certification requirements as it relates to Lobbying (28 CFR Part 69) and Government-wide Debarment, Suspension and Other Responsibility Matters; and Drug Free WorkPlace (28CFR Part 67).

Pursuant to 28 C.F.R. Section 42.302, all recipients of federal funding must be in compliance with federal EEOP requirements. In addition, all Partners shall conform to all required 2024 JAG Grant requirements as outlined in the Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation Guidance (attached hereto as "Exhibit I") and once executed, the 2024 JAG Grant Award, including the required training caveat which states that any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training on use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public that officers have received. Any grantees that fail to submit this data will have their grant funds frozen.

This Agreement shall be governed by and construed in accordance with the laws of the County of Erie and State of New York. This Memorandum of Understanding represents the entire agreement between the parties. Any and all amendments and/or modifications to this Memorandum of Understanding must be in writing and mutually agreed upon by all parties. The effective date of this Memorandum of Understanding is the date on Page One.

This Agreement may be executed in any number of duplicate originals, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGES TO FOLLOW

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the day and year first above written.

_____ Date:_____

HON. BYRON BROWN, Mayor
City of Buffalo

_____ Date:_____

HON MARK POLONCARZ, Executive
County of Erie

_____ Date:_____

HON. BRIAN KULPA, Supervisor
Town of Amherst

_____ Date:_____

HON. BRIAN NOWAK, Supervisor
Town of Cheektowaga

APPROVED AS TO CONTENT:

_____ Date:_____

MICHAEL KEANE, Acting District Attorney
County of Erie

_____ Date:_____

BRIAN ROSS, Central Police Services Commissioner
County of Erie

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

APPROVED AS TO FORM

_____ Date:_____

JOHN HEFFRON, Associate Corporation Counsel
City of Buffalo

_____ Date:_____

JEREMY TOTH, County Attorney
County of Erie

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

EXHIBIT I

2024 Edward Byrne Memorial Justice Assistance Grant Formula Program (JAG) Solicitation

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2024 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2024 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2024 JAG funding on behalf of the unit of local government.

_____	_____
Signature of Chief Executive of the Applicant Unit of Local Government	Date of Certification
_____	_____
Printed Name of Chief Executive	Title of Chief Executive
_____	
Name of Applicant Unit of Local Government	

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

EXHIBIT II

Final Buffalo/Amherst/Cheektowaga/Erie County Grant Application Narrative and Budget

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

TOWN OF AMHERST INITIATIVES: $12,475

Goal: The Town of Amherst Police Department will utilize funding from the Byrne Memorial Justice Assistance Grant to reduce crime, improve public safety, address quality of life issues and engage the community in positive ways in the Town of Amherst.

The Town of Amherst is a large, first ring suburb of the City of Buffalo. Amherst covers 53.2 sq miles and encompasses the Village of Williamsville. According to the 2020 Census, Amherst and Williamsville have a combined population of 135,018 people. It is estimated that the population swells to upwards of 200,000 people during school and business hours. Residents of the town of Amherst range from citizens on government assistance to the middle class to the wealthy. Amherst has a well developed infrastructure with numerous routes in and out of town. Interstate I-990 is wholly within the town of Amherst and Interstates I-290 and the I-90 pass through the town of Amherst. Amherst borders on the city of Buffalo's north side, Niagara County's south side and is less than twenty miles from Niagara Falls and the Canadian border. There are several major utility facilities located within Amherst. National Grid (electricity supplier) has twelve substations, The Erie County Water Authority has a water tower, pumping

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

station and a supply tank, National Fuel (natural gas supplier) has a major pipeline, and the Town owns a large wastewater treatment facility. At the South end of our Town, we directly border the Buffalo-Niagara International Airport property which is within a neighboring town. Amherst is home to numerous major financial institutions, large shopping centers, a mall, business parks, movie theaters, recreational facilities, thirteen Jewish Synagogues, seven Catholic Churches, one Hindu Temple, two Mosques, thirty-seven other religious institutions, several large hotels, numerous small hotels, numerous apartment complexes, numerous retirement facilities, outdoor sporting facilities and industrial companies. Geico, Bank of America, Tops Markets, IIMAK, Independent Health, and many other companies have major hubs within the Town of Amherst. The town owns three recreational facilities (the Northtown Center, the North Amherst Recreational Facility and the Clearfield Recreational Facility) that constantly run sports programs and social activities. The Northtown Center hosts house leagues, travel team leagues and state intramural tournaments for hockey, softball and baseball. The state intramural tournaments draw contestants and spectators from across New York State and the United States. Amherst is one of the few municipalities in the region that continues to grow in population and business development. In addition Amherst is also home to several institutions of higher learning. The State University of New York at Buffalo is the largest public university in the state and has its main campus located in the center of Amherst. Other colleges located in Amherst include Daemen University, Bryant and Stratton College and the Erie Community College North campus. There are three public school districts in the town of Amherst. The Amherst Central School District, Sweet Home Central School District and the

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Williamsville Central School District operate twenty-two elementary, middle and high schools cumulatively. In addition there are ten privately operated schools located in the town of Amherst. There is also a large hospital (Millard Fillmore Suburban) located in the town which has continued to expand its size over the past few years.

The Town of Amherst Police Department is the primary law enforcement agency for the Town of Amherst and the Village of Williamsville. The Police Department is made up of approximately 200 employees including 160 sworn officers. In 2023, The Amherst Police Department's Criminal History and Record Management System (CHARMS) had over 60,000 complaint entries. The Police Department is service oriented and responds to thousands of quality of life issues. In addition Amherst has a wide variety of criminal activity, ranging from drugs, prostitution, domestic offenses, violent crimes, property crimes and public order offenses. According to Uniform Crime Reports (UCR) in 2023 the Town of Amherst Police Department responded to 19 rape calls, 30 other sex offenses calls, 50 robberies (26 armed), 184 burglaries, 15 dangerous weapon calls, 12 kidnapping calls, 870 assault calls, 126 aggravated assault calls and hundreds of calls involving drugs, prostitution and violence.

The Town of Amherst will utilize $12,475 of the 2024 JAG funds and $2161.15 of department funds to purchase technology upgrades of five Panasonic Toughbook 55 MDT's at a cost of $2,927.23 per Toughbook.

MDTs allow law enforcement officers to prepare and submit reports and securely transmit information. Officers rely on information in order to effectively complete their jobs. MDTs

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

allow information to be collected from CHARMS, ejustice, NYSPIN, the Erie Crime Analysis Center, neighboring law enforcement agencies, agencies across the state, Department of Motor Vehicles (MV) database, license plate readers, and a host of other sources. The information collected can be used to enhance targeted patrol in high crime areas, alert officers when they are dealing with wanted or dangerous individuals, and identify areas that are in need of expanded community policing programs. The MDTs also allow officers on patrol to communicate with officers from around the country without having to utilize a police radio. The quick communication between agencies over the Chatter application allows officers to respond to serious crimes without delay from communication over the phone by dispatchers.

Attachment: JAG Contract for Routing (RES-2024-890 : 2024 Edward Byrne Memorial Justice Assistance Grant "JAG" (CRS# 5111))

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29561 **RESOLUTION 2024-891** **ADOPTED**

Edward Byrne Memorial Justice Assistance Grant Agreement (CRS #5104) Dispatch Center Computers & Equipment New York State Division of Criminal Justice Services (NYSDCJS)

TOWN BOARD AGENDA ITEM: OCTOBER 28, 2024

TO: **Town Board**

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

RE: **Edward Byrne Memorial Justice Assistance Grant Agreement (CRS#5104) Dispatch Center Computers & Equipment New York State Division of Criminal Justice Services (NYSDCJS)**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached grant agreement between the Town of Amherst (Police) and the New York State Division of Criminal Justice Services (NYSDCJS) with regard to the above-entitled matter. Approval of this grant agreement is contingent upon the successful completion the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk (**Agenda Item: October 28, 2024**)

10/28/2024
Consent

FINANCIAL IMPACT:

Grant Funding: A 3133 .04389: ($20,000.00)

No Matching Funds Required

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

STATE AGENCY Division of Criminal Justice Services 80 South Swan Street Albany, NY 12210	NYS COMPTROLLER'S NUMBER: T632975 (Contract Number) ORIGINATING AGENCY CODE: 01490 - Division of Criminal Justice Services
GRANTEE/CONTRACTOR: (Name & Address) Amherst, Town of 5583 Main Street Williamsville, NY 14221-5499	TYPE OF PROGRAMS: Byrne JAG DCJS NUMBERS: BJ21632975 CFDA NUMBERS: 16.738
INITIAL CONTRACT PERIOD: FROM 10/01/2024 TO 09/30/2025 FUNDING AMOUNT FROM INITIAL PERIOD: $20,000.00	AMENDED CONTRACT PERIOD: FROM TO FUNDING AMOUNT FROM AMENDED PERIOD:
TRANSACTION TYPE: New	MULTI-YEAR TERM: (if applicable): 0 1-year renewal options.
FEDERAL TAX IDENTIFICATION NO: 166002157 MUNICIPALITY NO: (if applicable) 140301900000 STATUS: Contractor is not a sectarian entry. Contractor is not a not-for-profit organization. CHARITIES REGISTRATION NUMBER: N/A (Enter number or Exempt) if "Exempt" is entered above, reason for exemption. N/A Contractor has ____ has not ____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.	ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply): _X_ NYSCFG New York State Contract for Grants _X_ APPENDIX A Standard Clauses for New York State Contracts _X_ ATTACHMENT A-1 Agency Specific Terms and Conditions _X_ ATTACHMENT A-2 Program Specific Terms and Conditions _X_ ATTACHMENT A-3 Federally Funded Grants and Requirements Mandated by Federal Laws _X_ ATTACHMENT B Budget _X_ ATTACHMENT C Payment and Reporting Schedule _X_ ATTACHMENT D Work Plan __ Other (Identify)

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

NYS Division of Criminal Justice Services

BY: , Date:
Office of Program Development and Funding

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

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

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

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

Attachment: Award Contract (RES-2024-891 : JAG Grant: Dispatch Computers & Equipment (CRS# 5104))

Award Contract **Byrne JAG**

Project No.	**Grantee Name**	
BJ24-1128-D00	Amherst, Town of	10/08/2024

STATE OF NEW YORK

CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

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

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

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

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

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

2. Contract for Grants Standard Terms and Conditions

3. Modifications to the Face Page

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

Attachment: Award Contract (RES-2024-891 : JAG Grant: Dispatch Computers & Equipment (CRS# 5104))

and Reporting; and Attachment D: Work Plan.

5. The Face Page

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

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

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

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

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

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

B. Funding: Funding for the term of the Contract shall not exceed the amount specified as 'Contract Funding Amount' on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).

C. Contract Performance: The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment D (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.

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

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

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

Attachment: Award Contract (RES-2024-891 : JAG Grant: Dispatch Computers & Equipment (CRS# 5104))

New York.

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

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

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

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:

Attachment: Award Contract (RES-2024-891 : JAG Grant: Dispatch Computers & Equipment (CRS# 5104))

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

2. Renewal Notice to Not-for-Profit Contractors: The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a 'Simplified Renewal Contract.' Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ('Unusual Circumstances'), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, 'Unusual Circumstances' shall not mean the failure by the State to (i) plan for implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

TERMINATION AND SUSPENSION

A. Termination

1. Grounds:

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

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

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

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

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

f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a 'Force majeure' event. For purposes of the Contract, 'Force majeure' shall include, but not be limited to, natural disasters, war, rebellion,

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declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

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

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

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

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

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

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

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 fo 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

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immediately notify the State.

B. Subcontractors:

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

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

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

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

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

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

C. Use of Material, Equipment, Or Personnel:

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

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

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more than one year and an acquisition cost of $1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of 'Property' the federal awarding Agency definitions will apply.

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

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

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

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

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

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

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

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

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

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

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

E. Records and Audits:

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1. General:

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

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

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

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

(iii) non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.

(iv) receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.

c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00am until 5:00pm, Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.

e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality:

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

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

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

4. Contractor may disclose Confidential Information if such information is required to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

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

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

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

G. Publicity:

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

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

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

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

3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) calendar day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the

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State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgements and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

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

I. Unemployment Insurance Compliance:

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

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.

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

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

L. Workers' Compensation Benefits:

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

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

January 2024
Certified by - on

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Award Contract **Byrne JAG**

Project No.	**Grantee Name**	
BJ24-1128-D00	Amherst, Town of	10/08/2024

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR YOUR REFERENCE.

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

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5.NON-DISCRIMINATION REQUIREMENTS To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

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

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

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

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods and services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable to State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. This information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12.EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and be signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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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 o the State Finance Law to the extent required by law.

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

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

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

19.MACBRIDE FAIR EMPLOYMENT PRINCIPLES In accordance with the MacBride Fair Employment Principles (Chapter 807) of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

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

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

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

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

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

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

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

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

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

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

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

23.COMPLIANCE WITH CONSULTANT DISCLOSURE LAW If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual 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.

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

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

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

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

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

February 2024

Certified by - on

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Award Contract **Byrne JAG**

Project No.	**Grantee Name**	
BJ24-1128-D00	Amherst, Town of	10/08/2024

ATTACHMENT A-1, AGENCY SPECIFIC TERMS AND CONDITIONS

I. Designees

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

NYS Division of Criminal Justice Services (DCJS)

Office of Program Development and Funding

80 S. Swan St.

Albany, NY 12210

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

NYS Division of Criminal Justice Services (DCJS)

Office of Budget and Finance, Grants Unit

80 S. Swan St.

Albany, NY 12210

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

II. Contractual Obligations

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

III. Budget Amendments

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

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

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

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

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

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

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

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

IV. Time and Effort Reporting

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

V. Space Rental

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

VI. Employment of a Consultant

The Contractor's employment of a consultant shall be supported by a written agreement executed by the Contractor and the consultant. A consultant is defined as an individual or organization hired by the Contractor for the stated purpose of accomplishing a specific task relative to the funded project. A copy of the agreement shall be submitted to DCJS and uploaded into the applicable state grants management system no later than the due date of the second quarterly progress report unless otherwise approved by DCJS. All consultant services shall be obtained in a manner that provides for fair and open competition. The Contractor shall retain copies of all

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solicitations seeking a consultant, written agreements, and documentation justifying the cost and selection of the consultant. The Contractor further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Contract and the Contractor shall guarantee the work of the consultant as if it were its own.

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

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

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

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

VII. Procurement

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

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

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

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

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

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

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

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

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

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

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

A. General Provisions

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

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

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

B. Contract Goals

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

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

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

C. Equal Employment Opportunity (EEO)

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

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

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

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

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

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

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

iv. The Contractor will include the provisions of (i.) through (iii.) above and Paragraph 5 of the Appendix A, Standard Clauses for New York State Contracts which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

3. Staffing Plan

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

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Contract.

4. Workforce Employment Utilization Report

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

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

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

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

D. MWBE Utilization Plan

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

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

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

E. Waivers

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

2. If DCJS, upon review of the Local Assistance MWBE Subcontractor/Supplier Utilization Proposal Plan, the Detailed Itemization Forms or the Local Assistance MWBE Workforce Employment Utilization Report determines that a Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, DCJS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

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F. MWBE Subcontractor Utilization Quarterly Report

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

G. Liquidated Damages - MWBE Participation

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

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

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

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

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

H. M/WBE and EEO Policy Statement

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

1. **M/WBE**

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

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

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

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

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

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

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

2. **EEO**

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

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

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

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

e. This organization will include the provisions of sections (a.) through (d.) above in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

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

IX. Equipment Inventory

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

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program, unless otherwise notified by DCJS.

X. Accounting and Audits

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

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

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

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

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

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

XI. Non-Compliance

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

XII. Program Income

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

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XIII. Lapsing Appropriations

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

XIV. Refunds

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

XV. Limit on Overtime Earnings

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

XVI. Subawards/Subcontractors

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

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

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

* Activities to be performed;

* Time schedule;

* Project policies;

* Other policies and procedures to be followed;

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* Dollar limitation of the agreement;

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

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

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

XVII. Work Product Ownership and Distribution/DCJS Logo

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

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

XVIII. Delayed Implementation

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

XIX. Changes at the Discretion of DCJS

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

XX. Non-Supplanting

The Contractor shall not deliberately reduce funds available for a stated purpose because of the availability of funds under this grant. Funds shall be used to supplement, not supplant, non-Federal funds that would otherwise be available for grant activities. Additionally, a grantee may not reduce State, local, or other non-Federal funds that have been allocated for such permissible activity because Federal

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funds are available (or expected to be available) to fund that same activity. State and Federal funds must be used to supplement existing State, local or other funds for program activities. Non-supplanting does not apply to grants made with State funds where DCJS receives a Legislative Initiative Form (LIF) from the State Legislature.

XXI. SAFETNet

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

XXII. Compliance with New York State Policies and Standards

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

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

A. New York State Criminal Justice Electronic Biometric Transmission Standard

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

C. New York State Standard Practices for Fingerprinting Juveniles.

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

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

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

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

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

XXIII. IJPortal

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

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IJPortal services as applicable.

XXIV. DCJSContact Directory

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

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

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

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

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

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

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

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

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

XXVI. Publications

The Contractor will submit to DCJS for review all proposed publications (written, visual or audio) prior to their public release. Any such publications shall contain the following statement: 'This project is supported by a grant from the New York State Division of Criminal

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Justice Services. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the Division of Criminal Justice Services.'

XXVII. Sexual Harassment Prevention Policy Certification

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

Pursuant to State Finance Law §139-I, bidders responding to a competitively bid Request for Proposal (RFP), must certify that by submission of their bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

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

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

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

February 2024

Certified by - on

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ24-1128-D00	Amherst, Town of	10/08/2024

Attachment A-2, PROGRAM SPECIFIC TERMS AND CONDITIONS:

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

County Re-entry Task Force (CRTFs)

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

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

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

Crimes Against Revenue Program (CARP)

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

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

Gun Involved Violence Elimination (GIVE) Initiative

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

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

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

Participating law enforcement agencies receiving GIVE funds shall enforce the provisions of Orders of Protection, particularly with respect to those provisions prohibiting the ownership or possession of firearms, when so ordered in family or criminal court and served

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upon the defendant and will enforce the firearms prohibition of the federal Violence Against Women Act.

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

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

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

Motor Vehicle Theft and Insurance Fraud (MVTIF) Program

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

New York State Defenders Association (NYSDA)

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

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

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

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

February 2024
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Award Contract **Byrne JAG**

Project No.	**Grantee Name**	
BJ24-1128-D00	Amherst, Town of	10/08/2024

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

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

Special Conditions -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/FFY%202021%20Byrne%20JAG%20Special%20Conditions.pdf

Attestation Form -
https://www.criminaljustice.ny.gov/ofpa/FederalSpecialConditions/Federal%20Special%20Conditions%20Attestation%20Form.3.11.24.pd

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ24-1128-D00	Amherst, Town of	10/08/2024

ATTACHMENT B - Budget Summary by Participant

Amherst, Town of
Amherst Town Police Department - Version 1

#	Equipment	Number	Unit Cost	Total Cost	Grant Funds	Matching Funds
1	Computer Equipment Upgrade	1	$20,000.00	$20,000.00	$20,000.00	$0.00
Justification: Funding to support the expenses of a computer upgrade for the dispatch communication center. This includes, but may not be limited to, monitors for dispatch terminals, docking stations with power supply, battery backups for terminals, large screen monitors, high power battery backups for terminals, laptops, printers, and other computer equipment to further support and enhance operations in the dispatch center.						
Total				$20,000.00	$20,000.00	$0.00

Total Project Costs	Total Cost	Grant Funds	Matching Funds
	$20,000.00	$20,000.00	$0.00

Total Contract Costs	Total Cost	Grant Funds	Matching Funds
	$20,000.00	$20,000.00	$0.00

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Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ24-1128-D00	Amherst, Town of	10/08/2024

ATTACHMENT C PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.

2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.

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

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

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

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

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

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

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

Attachment: Award Contract (RES-2024-891 : JAG Grant: Dispatch Computers & Equipment (CRS# 5104))

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

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

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

B. Advance Payments and Claiming Requirements:

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

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

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

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

Schedule A: Claiming Requirements

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

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.

* For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and and practices shall

Attachment: Award Contract (RES-2024-891 : JAG Grant: Dispatch Computers & Equipment (CRS# 5104))

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 payments shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the forth quarter of the current contract year to pay the scheduled payment of the next contract year.

9. If the Expenditure Based Budget is used in Attachment B and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This 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 in the Contract, such reporting shall be made online as directed by the State Agency.

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

1. *Narrative/Qualitative Report:* The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

Attachment: Award Contract (RES-2024-891 : JAG Grant: Dispatch Computers & Equipment (CRS# 5104))

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

3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment D (Work Plan).

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

Schedule B: Progress Reporting Requirements

Period 1

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

E. Special Payment and Reporting Provisions

For All Grantees:

All requests for reimbursement must reflect actual costs that have been incurred for goods or services that were received by the Contractor during the contract period, or alternatively, the number of milestones achieved during the contract period for performance-based contracts. A purchase order issued without receipt of the items or services is not eligible for reimbursement. Goods or services ordered but not received during the contract period are not eligible for reimbursement. Additionally, the Contractor must have paid for the goods or services in order to be eligible for reimbursement.

1. Contractors must submit all required fiscal reports, support documentation and program progress reports as required under Section D. Failure to meet these requirements may result in rejection of the associated voucher, placement of a stop payment or withholding of funds. Final vouchers and required reports must be submitted by the last day of the month following the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds.

2. If an advance was approved and a contract renewal is permitted, this serves as notification to contractors that advances shall not be automatically renewed. If an advance in subsequent renewal periods is requested, supporting documentation in a manner prescribed by the State Agency is required. The State Agency at its sole discretion shall be determined if a subsequent advance is supported. Nothing in this agreement shall require any advance during subsequent renewal periods simply because an advance was approved in the initial or prior contract term.

3. Vouchers (Claims for Payment) shall be submitted in a format acceptable to the State Agency and the Office of the State Comptroller (see http://www.criminaljustice.ny.gov/ofpa/applcntgrntfrms.html). All required reports, such as Fiscal Cost Reports and Detailed Itemization Forms, must be prepared quarterly consistent with provisions in this Attachment. Prior period adjustments shall be reported in the same accounting period that the correction was made. **Requests for payments must be accompanied by adequate supporting**

Attachment: Award Contract (RES-2024-891 : JAG Grant: Dispatch Computers & Equipment (CRS# 5104))

documentation as determined by the State Agency.

4. All submitted vouchers shall reflect the Contractor's actual disbursements and be accompanied by supporting detailed itemizations of personal service and non-personal service expenditures and other documentation as required - or by milestone achievements for performance-based contracts - and a fiscal cost report for the reporting period. Timely, properly completed and signed vouchers and fiscal cost reports, as well as detailed itemization forms with supporting documentation as required, shall be submitted to:

DCJSGrantsUnitVoucherSubmittal@DCJS.NY.Gov

The State Agency reserves the right not to release subsequent grant awards pending Contractor compliance with this Agreement. In the event that any expenditure for which the Contractor has been reimbursed by grant funds is subsequently disallowed, the State Agency in its sole discretion, may reduce the voucher payment by the amount disallowed.

5. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the DCJS Office of Financial Services as described above. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. The Contractor must notify the Office of Financial Services in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue or the required MWBE reporting is not included, vouchers will not be eligible for prompt payment interest.

July 2024

Certified by - on

Attachment: Award Contract (RES-2024-891 : JAG Grant: Dispatch Computers & Equipment (CRS# 5104))

Award Contract **Byrne JAG**

Project No.	Grantee Name	
BJ24-1128-D00	Amherst, Town of	10/08/2024

ATTACHMENT D - Work Plan

Goal

To assist the dispatch and communications center by improving the computer technology, which allows for the dispatchers to work more efficiently and protect the safety of the Amherst residents who call for service.

Objective #1

To assist the department in upgrading computer technology for the dispatch and communications center.

Task #1 for Objective #1

Purchase and install computer technology.

#	Performance Measure
1	Describe the impact of the new computer equipment on dispatch operations.

Objective #2

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

Task #1 for Objective #2

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

#	Performance Measure
1	Completed PMT report.

Attachment: Award Contract (RES-2024-891 : JAG Grant: Dispatch Computers & Equipment (CRS# 5104))

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Police
Initiated by: **Scott Chamberlin**
Co-Sponsored by:

DOC ID: 29591 **RESOLUTION 2024-892** **ADOPTED**

Digital Surveillance Solutions (DSS) (CRS #5113) Installation of Additional Security Cameras and Access Control at 30 S. Cayuga Road

TOWN BOARD AGENDA ITEM: OCTOBER 28, 2024

TO: **Town Board**

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

RE: **Digital Surveillance Solutions (DSS) (CRS #5113) Installation of Additional Security Cameras and Access Control at 30 S. Cayuga Road**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst and Digital Surveillance Solutions, Inc. (DSS), 485 Cayuga Road, Buffalo New York, 14225 with regard to the above-entitled matter. This agreement is pending successful completion of the Contract Routing System.

Thank you.

SPC:msl
Attachment
C: Tim Koller, Deputy Town Clerk **(Agenda Item: October 28, 2024)**

10/28/2024
Consent

FINANCIAL IMPACT:

KP2302: $7,489.87

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

digital surveillance solutions

Daniel Rizzo

Town of Amherst
30 S Cayuga Rd
Buffalo, NY 14221

10/18/2024

Dear Daniel Rizzo,

Digital Surveillance Solutions, Inc. (DSS) is pleased to present this proposal for supplying, installing, and configuring IP video and access control additions. Please find the following scope of work.

Scope of work:

All work to be completed at 30 S. Cayuga Road:

-Provide and install two interior cameras. Cameras to be added to Exacq system ER1249022971.
-Provide and install wireless lock, paddle and IP based HUB.
-Take down old hardware at front door and power supply from previous maglock. Give reader back to Dan Rizzo.
-Wire HUB to panel.
-Door to be added to Highway department S2 system. Firmware needs to be upgraded* (D319CB15-B0DC8C9F-2E1F6D50-AAD88DC8-9F5D9144).
-Program and test door.

Exclusions/Out of Scope:

-Network connectivity back to Town Hall.
-PoE+ (30W) switch.
-Town of Amherst to provide access to IT closets, ceilings, and/or any building location necessary to perform work.
-Town of Amherst will allow all labor to be completed between the hours of 7:00am - 5:00pm. If work needs to be completed after those hours, a change order will be sent.
-Town of Amherst responsible for Cat6 cable runs back to network closet and all terminations.
-120V power.

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

digital surveillance solutions

-Town of Amherst to deactivate or convert the existing bolt on Front Door to double cylinder key operation. Door must be left unlocked for normal operation. Door to be locked only for an emergency situation.

Assumptions:

1. All conduit pathways, cable pathways and critical points of access must be provided and accessible at time of work.
2. All work shall be performed Monday-Friday during normal business hours (7:00am to 5:00pm).
3. Parking on site shall be provided by client at no cost.
4. Town of Amherst will provide free and clear access to all working areas.
5. A point of contact (POC) and site access to necessary areas must be provided prior to arrival to the jobsite. This includes all areas to be under surveillance, data center(s), wiring closets and mechanical rooms and any other areas that could impact the deployment of the Video Surveillance System. The POC will be the person to whom all DSS communication will be addressed and who has the authority to act for Town of Amherst in all aspects of the project. POC responsibilities includes:

    a. Serve as the interface between Digital Surveillance Solutions, Inc. and Town of Amherst
    b. Identify, schedule and confirm availability of support staff and management for onsite meetings (if necessary) and training.
    c. Schedule meeting/training rooms as necessary.
    d. Work with Digital Surveillance Solutions to administer any project change orders.
    e. Obtain and provide information, data, decisions and approvals, within 1 working day of Digital Surveillance Solutions' request, unless both parties agree to an extended response time.
    f. Resolve deviations from project plans that may be caused by Town of Amherst
    g. Help resolve project issues, and escalate issues within Town of Amherst.

6. Any down time resulting from the lack of access or if customer scope of work not completed will not be the responsibility of Digital Surveillance Solutions and is billable at current hourly labor & travel rates.
7. Any hardware not included in DSS scope of work is to be functional and complete. If any hardware is non-functional or not complete, a change order will be required to add additional hardware of this scope. If change order is not provided to DSS in a timely manner, additional hours will be billed at current hourly labor & travel rates.
8. Installation will conform to all State, County and local codes.

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

digital surveillance solutions

9. All electrical supply to be provided by Town of Amherst.
10. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.
11. Town of Amherst to collaborate with DSS on the creation of the business rules that govern the utilization of the video surveillance system.

Terms:

1. Town of Amherst to provide an adequate path for loading equipment and materials into the facility. This includes, but not limited to, a loading dock, ramp, freight elevator, etc. Additionally, a secure location will be provided by Town of Amherst or General Contractor to store material and equipment on site during the installation process.
2. Upon delivery to customer site, Town of Amherst assumes responsibility for the safeguard and condition of all delivered materials.
3. Any damage or loss to Digital Surveillance Solutions installation by others will be billed to client. DSS will not make any corrections to damage until written approval has been provided to DSS by Town of Amherst with signature of authorized party. If authorization is not given to DSS in a timely manner, DSS will not be held responsible for any delays.
4. Town of Amherst is responsible for removal of old product, which may include but not limited to, cameras, cabling, recording equipment i.e. DVRs, servers, etc.

Warranty:

1. Digital Surveillance Solutions provides a sixty (60) day warranty on labor.
2. Warranty will begin upon completion of DSS scope items. Warranty will not be delayed due to system dependencies not in scope for DSS. Multi phased projects will have warranties that commence at completion of each phase.
3. Equipment warranty is established by the manufacturers unless specified otherwise in the scope of work.
4. Should any defects develop during the warranty period due to workmanship or equipment failure, Digital Surveillance Solutions shall repair to original working order at no expense to client.

Warranty exclusions:

1. Customer furnished equipment, cables, or connectors.
2. Modification of system by others without the written consent and approval by Digital Surveillance Solutions. Modification(s) of the system by any vendor without written consent of Digital Surveillance Solutions will render the warranty

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

null and void. Repairs and replacements will be subject to Time & Materials at Digital Surveillance Solutions current labor rates at the time of repairs.
3. System abuse or misuse.
4. Floods, fires, earthquakes, lightning strikes, or other events beyond the control of Digital Surveillance Solutions.
5. Environmental conditions required by hardware manufacturers will be maintained by Town of Amherst for the term of the system warranty. If environmental conditions required by manufacture are not maintained, repairing damage to equipment will be at the expense of the Town of Amherst.

I appreciate the opportunity to submit this proposal. If you have any questions, comments, or require further details, feel free to contact me.

Best Regards,

Jessica Pitarresi
Digital Surveillance Solutions
485 Cayuga Road
Buffalo, NY 14225

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

digital surveillance solutions

30 S. Cayuga camera additions

Prepared For:
Daniel Rizzo
Town of Amherst
30 S Cayuga Rd
Buffalo, NY 14221
United States
drizzo@amherst.ny.us

Prepared By:
Jessica Pitarresi
Digital Surveillance Solutions, Inc.
485 Cayuga Road
Buffalo, NY 14225
jessicap@dssvideo.com
716-597-0369

Quote #	Sales Rep	Payment Terms	State Contract
DSSQ6292	Jessica Pitarresi	30	PT68787

Item Number	Description		QTY	Unit Price	Total Price
02415-001	Axis	AXIS P4705-PLVE	1	$910.86	$910.86
02329-001	Axis	AXIS P3267-LV	1	$751.06	$751.06
SSA-ENT-C	Exacq	ENTERPRISE software update to the current exacqVision version, per server.	1	$513.00	$513.00
EVENIP-01	Exacq	ENTERPRISE IP Camera license, per camera. Includes 1 year of software updates or 3 years (5 years on Z-Series) when purchased with an exacqVision server.	2	$320.15	$640.30
DL100-3201B-IPS-628	Adams Rite	Aperio Wireless Deadlatch with Card Reader	1	$1,179.90	$1,179.90
4591-04-00-628	Adams Rite	Paddle	1	$130.50	$130.50
AA-AH30RN6-1024	Lenel/S2	Aperio 1 to 8 Wireless lock hub using ASSA ABLOY Protocol; RS-485 connection to ISC; only connects to LNL X-Series ISC with FW 2.x, bus must be exclusively AA-AH30RN6-1024 devices	1	$389.25	$389.25
DSS Labor					
CCTV/Surveillance Camera System	DSS Labor	Interior camera installation. Prevailing wage.	4	$140.00	$560.00
Physical AC SystemTech	DSS Labor	Provide and install wireless lock, paddle and HUB. Take down old hardware at front door and power supply in closet from previous maglock. Land cables from HUB to mercury panel. Prevailing wage.	12	$140.00	$1,680.00
Offsite Integration/Maintenance	DSS Labor	Offsite configuration of cameras and HUB. Upgrade firmware of S2 system. Test. Add cameras to Exacq.	4.5	$130.00	$585.00

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

Item Number	Description		QTY	Unit Price	Total Price
Project/Program Manager	DSS Labor	Oversees all onsite work.	1	$150.00	$150.00

SUBTOTAL	$7,489.8
SALES TAX	$0.0
Optional Item Total	$0.0
TOTAL	$7,489.8

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors

To accept this proposal, sign here and return: _____ _____

Signature Date

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

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: Digital Surveillance Solutions, Inc.

Signature: Jessica Pitarresi

Print Name: Jessica Pitarresi

Title: Accant Manager

Date: 10/10/24

Sworn To Before Me This

10th Day of October, 2024

Notary Public

RAEANN J. JAKUBOWSKI
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JA6309956
Qualified in Erie County
Commission Expires 08/18/2026

Revised 4.201

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

Addendum to Contract Major Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.

4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same, and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate. Umbrella coverage shall be in an amount of at least $5,000,000.00.

(c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. A failure by Contractor to assure that any policy procured by any subcontractor or sub-subcontractor name the Town as an additional insured on a primary and non-contributory basis, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

prosecution of a breach of the insurance procurement requirements suit regardless of whether the Town is successful in said suit.

(e) A failure by Contractor to procure the General Liability, Professional Liability and/or Property Damage policies referenced above, or the failure to have the Town of Amherst as an additional insured on a primary, non-contributory basis on said policies, shall be considered a material breach of the underlying contact and subject the Contactor to forfeiture of its performance bond, if any, and to pay liquidated damages to the Town of no less than $2,000,00.00 or the Town's actual expenses, whichever is higher, including, but not limited to all attorney fees and expenses related to the prosecution of a breach of the insurance procurement requirements suit and/or of the indemnification provisions regardless of whether the Town is successful in said suit.

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Contractor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business 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.

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

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

10. It is hereby acknowledged that performance of this Contract will be undertaken in accordance with the specifications and pricing on which the bid was submitted.

Authority for execution on behalf of Town: The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town, at a meeting thereof held on _____. Brian J. Kulpa, the Supervisor whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town as a result of that Resolution. This instrument shall be executed in triplicate. At least one (1) copy shall be permanently filed, after execution thereof, in the office of the Town Clerk of Town.

Agreed to and Accepted by:

Digital Surveillance Solutions, Inc
Print Name of Company

By: Jessica Pitanesi
Signature

Jessica Pitanesi
Printed Name

Date: 10/10/2024

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

ACORD

DIGIT-1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/15/2024

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

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

PRODUCER Gugino Insurance Agency, Inc. 5707 Main Street Williamsville, NY 14221 Alayne M. Donner 716-633-1313	CONTACT NAME: Alayne M. Donner PHONE (A/C, No, Ext): 716-633-1313 FAX (A/C, No): 716-631-5770 E-MAIL ADDRESS: adonner@guginoagency.com
INSURED Digital Surveillance Solutions Inc. 485 Cayuga Road Buffalo, NY 14225	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Ins Co — 18058 INSURER B : Merchants Mutual Ins. Co. — 23329 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 PERIO INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X		PHPK2655078	03/01/2024	03/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 100, $ 10, $ 1,000, $ 3,000, $ 3,000,
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CAP9269147	03/01/2024	03/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000, $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10000			PHUB900478	03/01/2024	03/01/2025	EACH OCCURRENCE AGGREGATE	$ 5,000, $ 5,000,
	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	$ $ $
A	Professional			PHSD1799060	06/01/2023	06/01/2024	Per Claim Aggregate	2,000,0 2,000,0

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

Certificate holder is named as an additional insured on a Primary, Non-contributory basis under General Liability, Umbrella follows form, General Liability CG000010413 and PI-GLD-SGNY

CERTIFICATE HOLDER

Town of Amherst
5583 Main Street
Williamsville, NY 14221

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alayne M. Donner

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Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

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)
DIGITAL SURVEILLANCE SOLUTIONS, INC.
485 CAYUGA RD
BUFFALO, NY 14225

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
716-597-0369

1c. Federal Employer Identification Number of Insured or Social Security Number
20-0886315

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

3a. Name of Insurance Carrier
Standard Security Life Insurance Company of New York

3b. Policy Number of Entity Listed in Box 1a
34078-01

3c. Policy Effective Period
5/1/2008 to 8/22/2025

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

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

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

Date Signed 8/23/2024 By _____
(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

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 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 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: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

NYSIF
New York State Insurance Fund

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^ ^ ^ ^ ^ ^ 200886315

KEEVILY SPERO-WHITELAW INC
500 MAMARONECK AVENUE
HARRISON NY 10528

SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER	CERTIFICATE HOLDER
DIGITAL SURVEILLANCE SOLUTIONS, INC. 485 CAYUGA RD BUFFALO NY 14225	TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221

POLICY NUMBER	CERTIFICATE NUMBER	POLICY PERIOD	DATE
B 2354 271-5	810558	11/01/2023 TO 11/01/2024	10/16/2023

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2354 271-5, 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 FUNI

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 109259840

00000000000120211089

[00000000000120211089][0001-000023542715][##B][16243-09][Cert_NoP-CERT_1][01-00001]

Attachment: DSS Contract for Routing Revised (RES-2024-892 : Digital Surveillance Solutions (DSS) (CRS #5113))

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29576 A **RESOLUTION 2024-893** **ADOPTED**

WPCF Odor Eliminator Procurement Chemasters, Inc. CRS #5107

The Engineering Department-Water Pollution Control Facility is requesting that the Town Board authorize the Supervisor to sign the referenced agreement with Chemasters Inc. This agreement would be a quotation contract for odor eliminator at the WPCF, being a quotation contract we would have a not to exceed amount of $20,000.00 annually. The term of this contract will be from date of Town Board approval by the Town of Amherst through December 31, 2025.

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

Funding source for this will be G9916-4820 and 4926.

Thank you for considering this request.

10/28/2024
Consent

FINANCIAL IMPACT:

G9916-4820 and 4926

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

AGREEMENT

Let this document stand as an Agreement between Chemasters Inc. and the Town of Amherst permitting the Town of Amherst to purchase the following Odor Control Liquids on an as-needed basis through December 31, 2025, the two products are as follows:

- 55 gallon drums of OC-8000 Deodorizer at the cost, not to exceed $11.75 per gallon.
- 275 gallon totes of OC-8000 Deodorizer at the cost, not to exceed $10.25 per gallon.

The term of this contract will be from date of Town Board approval by the Town of Amherst through December 31, 2025.

Agreed to and Accepted by:

CHEMASTERS, INC.

By: _____
Signature

Supervisor Brian Seifert
Printed name

Date: Owner
Title

Date: OCTOBER 1, 2024

Agreed to and Accepted by:

TOWN OF AMHERST

By: _____
Brian J. Kulpa

Attachment: chemaster (RES-2024-893 : WPCF Odor Eliminator Procurement CRS #5107)

Addendum to Contract VENDOR ON SITE Minor

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.

2. No rules, requirements or customs of any society or association of professional Vendors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.

3. To the fullest extent permitted by law, Vendor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Vendor its officers, agents, sub-Vendors, and/or employees as well as the negligence, active or passive, of the Vendor, its officers, agents, sub-Vendors, and/or employees.

4. Vendor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.

(a) Workers' Compensation Insurance: Vendor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.

(b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Vendor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than $1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and $2,000,000.00 aggregate.

(c) Vendor shall furnish the above insurances, including sub-Vendors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.

(d) Vendor shall ensure all its sub-Vendors, if any, have obtained all the above insurances and shall also assure that any policy procured by any sub-Vendor or sub-sub-Vendor shall name the Town as an additional insured on a primary and non-contributory basis.

Attachment: chemaster (RES-2024-893 : WPCF Odor Eliminator Procurement CRS #5107)

5. Any accident shall be reported to the Office of the Town Attorney as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Town of Amherst as soon thereafter as possible as and no later than three (3) days after the date of such accident.

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

7. Required Provisions of Law: Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party this Agreement shall be physically amended forthwith to make such insertion. In particular, the Vendor shall, among other things, fully comply with:

(a) Article 8 of the NYS Labor Law for public work contracts and Article 9 of the Labor Law regarding prevailing wage for Building Service employees.
(b) Labor Law Section 220-e and Executive Law Sections 291-299 and the Civil Rights Law relating to prohibition against discrimination and equal opportunity.
(c) Affirmative action as required by the Labor Law.
(d) Prevention of dust hazard required by Labor Law Section 222-a.
(e) Preference in employment of persons required by Labor Law Section 222.
(f) Eight-hour workday as required by Labor Law Section 220(2).
(g) Chapter 32 of the Town of Amherst: Minority Women and Business Utilization Commitment.
(h) Chapter 163 of the Town of Amherst: Registration of Sex Offenders.

8. The Vendor, in accordance with its status as an independent Vendor, covenants and agrees that it will conduct itself consistent with such status. It will neither hold itself out as nor claim to be, an officer or employee of the Town by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Town, including, but not limited to: workers' compensation coverage, unemployment insurance benefits, Social Security coverage, or retirement membership or credit.

Waiver: No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

9. This Agreement shall be governed by, and interpreted according to the laws of the State of New York. If the contract between the parties refers to the laws, statutes, rules,

Attachment: chemaster (RES-2024-893 : WPCF Odor Eliminator Procurement CRS #5107)

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:

Chemasters LLC

Print Name of Company

By: _____

Signature

Brian Seifert

Printed name

Date: Oct 1, 2024

Agreed to and Accepted by:

Town of Amherst

By: _____

Brian J. Kulpa, Supervisor

Date: _____

Attachment: chemaster (RES-2024-893 : WPCF Odor Eliminator Procurement CRS #5107)

EXHIBIT "I"

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: Chemaster, LLC

Signature:

Print Name: Brian J. Seifert

Title: Owner

Date: Oct 1, 2024

Revised 8.2023

Attachment: chemaster (RES-2024-893 : WPCF Odor Eliminator Procurement CRS #5107)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/22/2024

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 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 WaterColor Management P.O. Box 1132 Decatur AL 35602-	CONTACT NAME: Karen Seals PHONE (A/C, No, Ext): (256)260-0412 FAX (A/C, No): (888)512-1613 E-MAIL ADDRESS: karen@watercolormanagement.com
INSURED Chematrix LLC - Chemasters LLC 34 Deer Run, Ste. 9A Depew NY 14043-	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Lloyd's of London — 15792 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Professional Liab. X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:	X	X	LGLEX000276-03	07/20/2024	07/20/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
A	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $	X	X	LGLEX000276-03	07/20/2024	07/20/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $
	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	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Amherst is named as Additional Insured.

AI 020696

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
Donald L. Cleveland

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Attachment: chemaster (RES-2024-893 : WPCF Odor Eliminator Procurement CRS #5107)

NEW YORK STATE | Workers' Compensation Board

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address):	Business Applying For:
Chematrix LLC 34 Deer Run Orchard Park, NY 14127-3454 PHONE: 716-913-0883 FEIN: XXXXX2135	OTHER: Chemical Resale From: Erie County Sewer Authority

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Partners / Members: Brian J Seifert

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Brian J. Seifert, am the Member with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE **Signature:** [signature] **Date:** Oct 9 2024

Exemption Certificate Number
2024-077147

Received
October 9, 2024
NYS Workers' Compensation Board

CE-200 01/2018

Attachment: chemaster (RES-2024-893 : WPCF Odor Eliminator Procurement CRS #5107)

NEW YORK STATE | Workers' Compensation Board

Certificate of Attestation of Exemption
from New York State Workers' Compensation and/or Disability and Paid Family Leave Benefits Insurance Coverage

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption **ONLY** to show a government entity that New York State specific workers' compensation and/or disability and paid family leave benefits insurance is not required. The applicant may **NOT** use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of (Legal Entity Name and Address):	Business Applying For:
Chematrix LLC 34 Deer Run Orchard Park, NY 14127-3454 PHONE: 716-913-0883 FEIN: XXXXX2135	OTHER: Chemical Resale From: Erie County Sewer Authority

Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is a LLC, LLP, PLLP or a RLLP; OR is a partnership under the laws of New York State and is not a corporation. Other than the partners or members, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Partners / Members: Brian J Seifert

Disability and Paid Family Leave Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY AND PAID FAMILY LEAVE BENEFITS INSURANCE COVERAGE** for the following reason:

The business MUST be either: 1) owned by one individual; OR 2) is a partnership (including LLC, LLP, PLLP, RLLP, or LP) under the laws of New York State and is not a corporation; OR 3) is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation each individual must be an officer and own at least one share of stock); OR 4) is a business with no NYS location. In addition, the business does not require disability and paid family leave benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability and Paid Family Leave Benefits Law.)

I, Brian J. Seifert, am the Member with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability and paid family leave benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability and paid family leave benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE | **Signature:** [signature] | **Date:** Oct 9 2024

Exemption Certificate Number
2024-077147

Received
October 9, 2024
NYS Workers' Compensation Board

CE-200 01/2018

Attachment: chemaster (RES-2024-893 : WPCF Odor Eliminator Procurement CRS #5107)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 29577 **RESOLUTION 2024-894** **ADOPTED**

Purchase of Eight (8) Sanitary Sewer Manhole Covers with Carbon Filters for Odor Control

We are requesting Town Board approval to purchase 8 Sanitary Sewer manhole covers with carbon filters for odor control in the amount of $4,608.

Funding for this purchase is available from budget code G9000-2600 which requires Town Board approval.

Thank you for considering this request.

10/28/2024
Consent

FINANCIAL IMPACT:

G9000-2600

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

ADVANCED CARBON SYSTEMS

October 15th, 2024

James Sullivan
Town of Amherst Engineering Dept.
1100 North Forest Rd.
Williamsville, NY 14225

RE: Current quote

Dear James:

Please accept this letter as confirmation that Advanced Carbon Systems will provide a total of eight (8) 24" ABS NODOR Manhole Odor Eliminator Systems for $476.00 each. This price is 20% off of our MSRP and is being offered based on a multiple quantity order. The manhole systems will be manufactured to your specifications as shown on your completed Manhole Filter Application Data Sheet submitted in June of 2024.

These eight Systems will be shipped in 10 boxes total which will be shrink wrapped and strapped on a pallet. Approximate LTL Freight shipping cost is $600. - $800. However, I guarantee that your order will not exceed 5k total and that the Town of Amherst will only be charged my actual shipping fee.

Current lead time is 2-4 weeks ARO, or sooner when possible.

Terms are net 30 days or Visa/Mastercard.

Thank you for your interest in our product.

Best regards,

Cindy Heuckeroth

Cindy Heuckeroth
President

PO Box 51870, Myrtle Beach, SC 29579
Phone. 845.247.9089 Fax. 845.247.0441

Attachment: Advanced Carbon Systems Quote (RES-2024-894 : Purchase of Eight (8) Sanitary Sewer Manhole Covers with Carbon Filters for

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 29594 **RESOLUTION 2024-895** **ADOPTED**

Authorization to Pay Vendor

WHEREAS, the Town of Amherst currently has contracts with four vendors for sports fields materials, and

WHEREAS, a newer employee accidentally ordered seed from the wrong vendor, and

WHEREAS, the mistake was not discovered until after the seed had been spread and was not returnable, and

WHEREAS, the employee has been counseled and steps have been put into place to ensure that this mistake does not happen again;

NOW THEREFORE, BE IT RESOLVED THAT the Amherst Town Board authorizes the payment of invoices 142621853-001 and 142476152-001 in the amounts of $158.13 and $118.58 respectively to SiteOne Landscape Supply.

10/28/2024
Consent

FINANCIAL IMPACT:

A 7140.4220 - $118.58; A 7143.4220 - $158.13

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

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29598

COMMUNICATION 2024-84 **APPROVED**

Request for Public Hearing - 1050 New Road

Request from Jeffery Palumbo, Esq. requesting a public hearing on a special use permit for a proposed solar project at 1050 New Road.

This hearing has been scheduled for November 12th.

10/28/2024
Consent

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

BLLB
Block, Longo, LaMarca
& Brzezinski, P.C.
ATTORNEYS | SINCE 1933
9276 MAIN STREET, CLARENCE, NY 14031
OFFICE: (716) 320-3150

WWW.BLOCKANDLONGO.COM

PARTNERS:
MARK J. LONGO, ESQ. PRESIDENT/CEO
JOY LAMARCA, ESQ. VICE PRESIDENT
KEVIN E. BRZEZINSKI, ESQ. VICE PRESIDENT
JAMI DURANTE ROGOWSKI, ESQ.
GEORGE R. SLINGERLAND, ESQ.
BRITTNAY M. MCMAHON, ESQ.

CLARENCE OFFICE STAFF:
JEFFERY D. PALUMBO, SPECIAL COUNSEL
CHRISTOPHER A. CARDILLO, SPECIAL COUNSEL
JENNIFER A. HURLEY, SPECIAL COUNSEL
TRACY A. MURRAY, PARALEGAL
ERIKA L. HOLLIS, PARALEGAL

July 12, 2024

Francina J. Spoth, Town Clerk
Town of Amherst
5583 Main Street
Williamsville, NY 14221

RE: National Energy Development
Proposed Solar Project - 150 New Road

Dear Ms. Spoth:

Please accept this letter as our formal request to place the above matter on the next Town Board meeting agenda for consideration of a Special Use Permit. Please also note that the Planning Board has approved the site plan for this project.

Kindly confirm this request and advise if any additional information is needed. Thank you.

Sincerely,

Jeffery D. Palumbo

JDP/tam

cc: Supervisor Brian Kulpa
Jim Bodecker (via email)
Paul Vargovich (via email)
Doug Feyes (via email)

Attachment: 20241023115124347 (COM-2024-84 : Request for Public Hearing - 1050 New Road)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29563

COMMUNICATION 2024-85 **APPROVED**

Eggertsville Fire District Fee Waiver Request

Letter from Eggertsville Fire District requesting a fee waiver for Site Plan updates and future construction projects at 1880 Eggert Road. The Planning Director and Building Commissioner response is attached.

10/28/2024
Consent

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

Eggertsville Fire District

1880 Eggert Road
Eggertsville, New York 14226-2233

COMMISSIONERS:
BRIAN K. MULTERER – Chairperson
JOHN M. KWIATKOWSKI – Vice Chairperson
PATRICK M. GALVIN
CHRISTINA M. MASTRELLA
TYRONE P. SMITH

APPOINTED OFFICERS:
RAYMOND F. BRAUN
Secretary/Treasurer
STEPHEN K. HODGES, Jr.
Asst. Secretary/Dep. Treasurer

October 9, 2024

Mr. Daniel Howard, Director
Town of Amherst Planning Department
5583 Main Street
Williamsville, New York 14221

RE: Eggertsville Fire District Fees Waver

Dear Mr. Howard:

The Eggertsville Fire District, as a local governmental agency of the State of New York, hereby respectfully requests that all Fees or other charges related to the Site Plan Update or future construction projects at 1880 Eggert Road be waved.

Thank you for your consideration of this request.

Very truly yours,

Raymond F. Braun

Raymond F. Braun,
Secretary/Treasurer

Cc: Ronald Michael Trigilio, Architect

Attachment: 1880 Eggert Rd fee waiver memo (COM-2024-85 : Eggertsville Fire District Fee Waiver Request)

Amherst

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

Brian J. Kulp
Supervisor

Daniel C. Howard, P
Planning Direc

Daniel J. Ulatowski, P
Assistant Planning D or

MEMORANDUM October 21, 2024

TO: Honorable Town Board

FROM: Daniel C. Howard, AICP, Planning Director

RE: Eggertsville Fire District Fee Waiver request

I have reviewed the attached request from the Eggertsville Fire District for a waiver of site plan, zoning and other construction project fees associated with projects at 1880 Eggert Road. I have no objection to granting the request.

Please contact me if you have any questions.

Thank you.

DH/ac
X:\Eggertsville Fire TB memo 102124.docx

Attachment: 1880 Eggert Rd fee waiver memo (COM-2024-85 : Eggertsville Fire District Fee Waiver Request)

TOWN OF AMHERST

BUILDING DEPARTMENT

ERIE COUNTY, NEW YORK

5583 MAIN STREET

WILLIAMSVILLE, NEW YORK 14221

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

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

Attachment: 1880 Eggert Rd fee waiver memo (COM-2024-85 : Eggertsville Fire District Fee Waiver Request)

Agenda Item

DATE: October 22, 2024

TO: Town Board

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

RE: Request for Waiver of Building Permit Fees for the future improvements at the Eggertsville Fire Hall

In response to the email received October 9, 2024, from Raymond F. Braun, Secretary/Treasurer of the Eggertsville Fire District regarding future improvements to the Eggertsville Fire Hall to recommend approval of this request to waive any fees associated with all Building permits.

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

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

CC: Doug Gesel, Supervising Code Enforcement Officer
Francina J. Spoth, Town Clerk

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29597

COMMUNICATION 2024-86 **REFERRED**

Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road

Letter from Sean Hopkins, Esq. regarding the proposed residential subdivision at 1789 Dodge Road.

10/28/2024
Referred to Attorney & Planning

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

HSM

October 24, 2024

Brian J. Kulpa, Town Supervisor
Town of Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

Re: Sketch Plan Review [SUB-2024-02SK]
1789 Dodge Road – Proposed Residential Subdivision
Applicant: Joe Rubino

Dear Supervisor Kulpa and Councilmembers:

This letter is being submitted on behalf of Joe Rubino (the "Project Sponsor") in connection with the above referenced proposed residential subdivision at 1789 Dodge Road ("Project Site"). A reduced size copy of the current Sketch Plan [Drawing C-100 – 10/14/24] depicting the layout of the proposed residential subdivision as presented to the Planning Board during its meeting on October 17th is attached as **Exhibit "1".**

The Project Sponsor is requesting that the Town Board adopt a resolution during its meeting on October 28th confirming it will accept dedication of the proposed public roadway once the required approvals for the project have been obtained including a Public Improvement Permit, etc. 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
Martin Pollowy, Esq., Town Attorney
Daniel Howard, AICP, Planning Director
Martin Pollowy, Esq., Town Attorney
Steven Floss, Superintendent of Highways
Joe Rubino
Christopher Wood, P.E., Carmina Wood Design
Dan LaPietra, EIT, Carmina Wood Design

HOPKINS SORGI & MCCARTHY PLLC
Attorneys at Law
35 California Drive, Suite 100, Williamsville, New York 14221
Direct: 716-510-4338 • E-mail: shopkins@hanlegal.com • www.hsmlegal.com

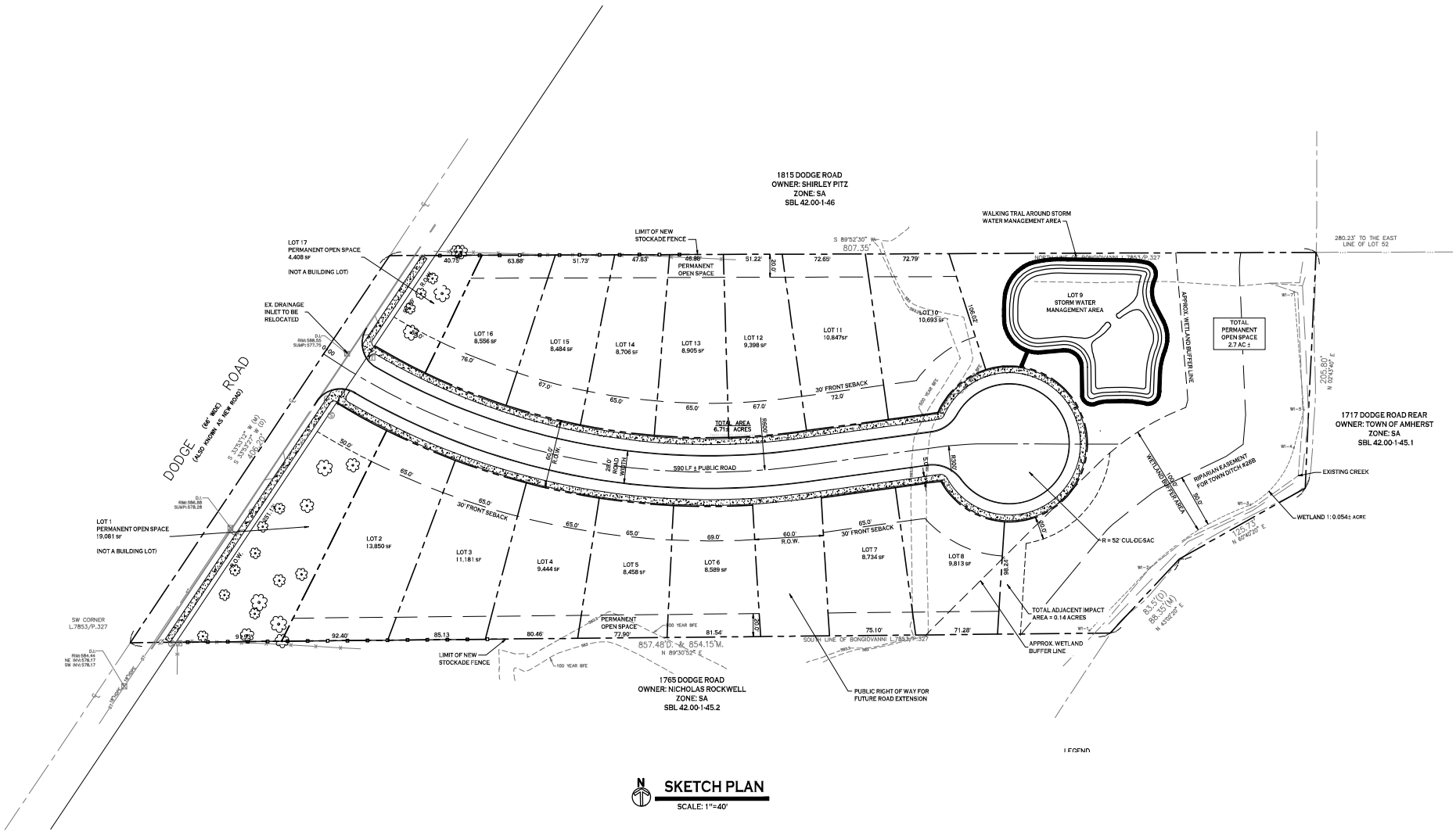
Attachment: Kulpa-Ltr-10-24-24 (COM-2024-86 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

Exhibit 1

Attachment: Kulpa-Ltr-10-24-24 (COM-2024-86 : Correspondence from Sean Hopkins, Esq. - 1789 Dodge Road)

All Rights Reserved. Reuse of these documents without the expressed written permission of CARMINAWOOD DESIGN is prohibited. WARNING: It is a violation of article 145 section 7209 and 7301 of the New York State Education Law for any person, unless acting under the direction of a registered architect, licensed engineer or land surveyor to alter this drawing. If, pursuant to Art. 7, Sec. 7-1.1, these drawings are released, they shall be released in their entirety and with the signature and seal of the licensed professional of record.

© CARMINA WOOD DESIGN



SKETCH PLAN
SCALE: 1"=40'

SITE DATA (ZONED R-3)

AREA = 6.7 ACRES ±

MIN. LOT WIDTH = 65 FT INTERIOR LOTS
MIN. LOT WIDTH = 75 FT CORNER LOTS

MIN. LOT AREA = 8,450 SF INTERIOR LOTS
MIN. LOT AREA = 9,750 SF CORNER LOTS

FRONT SETBACK = 30 FT (OFF EDGE OF PVMT)
SIDE SETBACK = 5 FT
REAR SETBACK = 30 FT

MAXIMUM LOT COVERAGE = 35%
MAXIMUM BUILDING HEIGHT = 35 FT

MINIMUM FLOOR AREA = 1,000 SF (1 STORY)
MINIMUM FLOOR AREA = 1,200 SF (2 STORIES)

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

40' 0 40 80FT.

CARMINAWOOD DESIGN
Buffalo | Utica | Greensboro

Single Family Subdivision
1789 Dodge Road
Amherst, New York

REVISIONS:
No. Description Date

PRELIMINARY
NOT FOR CONSTRUCTION

DRAWING NAME:
Sketch Plan

Date: 10.14.24
Drawn By: C. Wood
Scale: As Noted

DRAWING NO.
C-1

Project No:

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29547

COMMUNICATION 2024-87 **REFERRED**

Notice of Claim: Carole Weingarten Vs. Town of Amherst

10/28/2024
Referred to Attorney

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

NOTICE OF CLAIM ON TOWN OF AMHERST

October 10, 2024

Carole Weingarten

I have already submitted an Incident Form to the Highway Department about this claim on September 5, 2024. After that I got a call from the Town insurance adjuster (Timothy May:) on September 27, 2024. He requested more information and I sent that to him that day. On October 9, 2024 I got an email from Mr. May informing me I needed to file a Notice of Claim to the Town Clerk. This is that claim.

I had a fall on the Amherst Ellicott Creek Bike Path off North Forest Rd. that occurred on September 1, 2024. I am insured through Independent Health Medicare Advantage but I have accumulated co-pays and expect more from my medical & dental care, but it is not complete yet.

On Sunday, September 1, 2024 I was walking on the Amherst Bike Path with a friend and tripped on an uneven patch on the path (**a significant depression on the pavement – see attached photos**) at around 9:30 AM. This patch is at between the 1.1 and 1.2 mile markers, not too far from a bench (shown on an attached photo).

I fell face first and my mouth hit the blacktop. I could tell immediately that I'd broken my right wrist and that a few of my front teeth had moved out of alignment. My friend who I was walking with me was unable to pull me up or assist me, and a passing runner stopped to help pull me up and walk me to a nearby bench where I called my husband (who was also on the path but not with me) to come get me and walk me back to the car in the parking lot. My husband then took me to the emergency room at Millard Fillmore Suburban hospital where they took x-rays of my wrist and also checked my teeth. My wrist was broken in several places. I was treated by an orthopedic PA who set my wrist, put a cast on, and I was directed to follow up with an orthopedist at UBMD Orthopedics which I have done. I had to return to the Emergency Room on September 6, 2024 as my fingers were swollen and they had to adjust the cast.

I visited my dentist at Amherst Dental Group on Tuesday morning, September 3, 2024 and she manually realigned my front teeth that were affected by the fall. I saw her again on September 19 where she told me it could take up to 6 months for my teeth to heal, and that for now she needed to apply bonding on the affected teeth, especially on one that chipped a bit after I fell. I will have that done on October 29. As of today I have not received any bills from my dentist. Currently I am unable to chew with the affected teeth.

I visited UBMD Orthopedics on September 11, 2024 and they took more x-rays to see how the bones were healing and put on a new cast. I will return to UBMD Orthopedics on October 14 when they hopefully will remove the cast. I probably will then need to wear a brace and have physical therapy to regain full use of my wrist.

The name of the witness is a friend who was with me when I fell:
Ellen Zucker

OCT 10 2024 PM1:41

Attachment: DOC101024-10102024145655 (COM-2024-87 : Notice of Claim: Carole Weingarten Vs. Town of Amherst)

I am seeking reimbursement from the Town for my medical/dental bills and co-pays. **I'm attaching statements from my Independent Heath account of those I currently have** (Two emergency room visits: $100 co-pay each time and a $40 co-pay at UBMD Orthopedics, no dental bills yet). Since my treatment is not complete and I have not yet recovered, I do not have everything. I would also hope that the town fixes this patch, so no one else gets injured.

Please contact me if you need further information. I appreciate your prompt attention to this matter.

Signed:

Carole Weingarten

Carole Weingarten

Notarized: 10-10-2024

ISMAHAN A. TAHER-ABDALLAH
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01TA6239246
My Commission Expires 04-10-2027

Attachment: DOC101024-10102024145655 (COM-2024-87 : Notice of Claim: Carole Weingarten Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29559

COMMUNICATION 2024-88 **REFERRED**

Notice of Claim: Enterprise Rent-A-Car Vs. Town of Amherst

10/28/2024
Referred to Attorney

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

P O BOX 801988
KANSAS CITY MO 64180
UNITED STATES

10/02/2024

TOWN OF AMHERST
1042 FOREST RD
AMHERST NY 14226
UNITED STATES

Customer #	:
Claim Number	: 21368476
Date of Loss	: 07/31/2024
Balance Due	: $16,549.38

Our review indicates that you are responsible for the damages to our vehicle.

Enclosed please find documentation to support our claim. Please review this information and remit payment in full to the address above. Please include our claim number on your payment. If you prefer you may also pay the amount due using a debit card, credit card or directly from your bank account at: http://www.claimtopay.com.

If you have reported this claim to your insurance and / or credit card company, please contact our office with the claim information.

If you have any questions, please contact us at the number below.

Sincerely,
DAMAGE RECOVERY UNIT
Phone: 8663004407
Email: DRU3@ehi.com

OCT 18 2024 PM1:4

Attachment: DOC101824-10182024135723 (COM-2024-88 : Notice of Claim: Enterprise Rent-A-Car Vs. Town of Amherst)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Town Clerk
DOC ID: 29553

COMMUNICATION 2024-89 **REFERRED**

Verified Petition: Chad Sleiman Vs. Amherst Police Department Et Al.

10/28/2024
Referred to Attorney

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

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF ERIE

In the Matter of the Application of
CHAD SLEIMAN

Petitioner,

- against -

VERIFIED PETITION

Index No.:

AMHERST POLICE DEPARTMENT and
TOWN OF AMHERST,

Respondents,

For a Judgment Pursuant to Article 78
of the Civil Practice Law and Rules:

To THE SUPREME COURT OF THE STATE OF NEW YORK FOR ERIE COUNTY:

The petition of CHAD SLEIMAN complaining of the Respondent(s) AMHERST POLICE DEPARTMENT and TOWN OF AMHERST, respectfully alleges:

INTRODUCTORY STATEMENT

The within proceeding is brought pursuant to C.P.L.R. Article 78 to challenge and reverse the Decision of the Final Minutes of the FOIL Meeting dated May 23, 2024, and served upon Petitioner's counsel on June 11, 2024 via email (attached hereto as **Exhibit A**) denying Petitioner, Chad Sleiman's, request for full, unredacted disclosure of all information received by the Amherst Police Department in the complaint Incident No. 23-345339 (**Exhibit B**).

In its Decision, the Amherst Town Board ("Board") denied Petitioner's request for unredacted body-cam footage and full disclosure of the complainant and complainant's alleged friend described in the complaint. The sole reason for the denial is based on the complainant's general statement that she feared for her safety. This statement, thus, invoked the exemptions

OCT 15 2024 AM 11:4

Attachment: DOC101724-10172024084755 (COM-2024-89 : Verified Petition: Chad Sleiman Vs. Amherst Police Department Et Al.)

contained in Public Officers Law 87(2)(b) and (c)(iii), prohibiting disclosure, according to the Board's decision.

The Petitioner challenges the Board's Decision on several grounds. First, the law cannot provide a blanket preclusion without actual particularization for which to base the preclusion. In other words, without particularization of the reason for being in fear of a complainant's safety, there is a great potential for injustice and injury to the alleged subject of the complaint. The balancing of the equities must be scrutinized and must include the risks of false accusations for personal gain.

Additionally, the life and safety exemption (i.e., 87(2)(f), if applicable) does not address false allegations/complaints. Therefore, the exemption cannot be applied categorically because an unsubstantiated claim cannot automatically be construed to categorically fall within an exemption.

And third, the Board's determination is based on Public Officers Law 87(2)(b) and (c)(iii). (*See*, **Exhibit A**). Petitioner respectfully submits that 87(2)(b) is inapplicable and 87(2)(c)(iii) does not exist. Since the agency did not invoke 87(2)(f), it cannot now be applied, and the court is restricted from making the change as discussed in the arguments below. However, even assuming arguendo, that the Board meant to apply 87(2)(f), the Board was required to demonstrate a minimal "possibility" of endangerment to invoke this exemption, and the Board did not do so.

Petitioner now applies to this Court for judgment pursuant to CPLR Article 78 ordering Respondents to provide full disclosure and unredacted body-cam footage.

JURISDICTION AND VENUE OF THE PARTIES

1. This Court has jurisdiction in this matter pursuant to § 7801, et seq. of the Civil Practice Law and Rules ("CPLR") and § 3001 of the CPLR.

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2. Venue is properly set in Erie County pursuant to CPLR §§ 7804(b) and 506(b) because Respondent, Amherst Police Department ("Amherst Police"), has a principal office located at 500 John James Audubon Pkwy, Buffalo, NY 14228, within this judicial district.

3. The Board's principal office is located at 5583 Main St., Williamsville, NY 14221, within this judicial district.

4. The Petitioner, CHAD SLEIMAN, resides at

STATEMENT OF FACTS

Brief Relevant Background

5. On October 10, 2023, an unknown complainant entered the Amherst Police in the middle of the night and made allegations against Petitioner, Mr. Sleiman. (**Exhibit B**).

6. The complainant alleged that she was told by her friend (un-named but hereinafter "Friend") that Friend's friend, identified as Mr. Sleiman (hereinafter "Petitioner"), asked her to store 'illegal guns' at her home for the duration of Petitioner's pending divorce. The complainant alleged that Friend stated Petitioner's guns can shoot fast and a lot of people. The complainant further alleged that Petitioner stated he was going to kill the Judge, the Attorneys, and his ex-wife based on court rulings in his divorce. Finally, the complainant alleged that she was very concerned and did not want her name or Friend's name involved and was in fear for her safety.

7. Procedurally, Amherst Police contacted Orchard Park Police for a welfare check on Petitioner (recording of conversation available upon request). No exigency can be heard in the recording. Orchard Park Police left Petitioner a voicemail. On the morning of October 11, 2023, Petitioner returned the phone call to Orchard Park Police. After a brief conversation, Orchard Park Police then closed the welfare check with no concerns.

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8. Thereafter, Petitioner appeared in person at the Amherst Police and filled out a FOIL request. Petitioner received a denial letter dated October 16, 2023. Pursuant to the denial letter, Petitioner was advised that, if Petitioner chose to appeal, it would be due on or before November 16, 2023. Petitioner submitted an appeal on or about November 10, 2023. (**Exhibit C** - FOIL Request, denial letter dated Oct. 16, 2023, and Petitioner's Appeal dated Nov. 10, 2023).

9. On or about December 6, 2023, Petitioner retained representation, Keliann Argy, Esq., to pursue the disclosures. Petitioner's counsel spoke with Amherst Town Counsel, Sam Alba, Esq. on or about December 8, 2023, regarding further communications and denial of the appeal. Mr. Alba confirmed the denial in an email following up on the conversation, but also confirmed that he would review other evidence for supplemental disclosures such as the possibility of redacted body-cam footage.

10. In an email on or about March 1, 2024, Mr. Alba advised that the body-cam footage still needed audio altering redaction for disclosure of the audio portion of the footage, but that it was ready with redacted footage of the complainant. Mr. Alba advised that he could disclose the footage without the audio at that point. Petitioner's counsel accepted the footage while requesting that they continue working on the audio. (body-cam footage available upon request).

11. After several more communications between Petitioner's counsel and Mr. Alba, on or about April 15, 2024, Petitioner's counsel received correspondence from Mr. Alba denying any further disclosures, as the Incident File contained few documents, and that further appeal would have to be taken to the Town Board. Petitioner, therein, appealed to the Board on or about April 24, 2024. (**Exhibit D** – letter dated April 4, 2024, denial letter dated April 15, 2024 and appeal).

12. In addition, on April 25, 2024, Petitioner's counsel emailed Mr. Alba regarding lobby surveillance at the Amherst Police Station, because it was not included in the FOIL

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responses. Mr. Alba responded and advised that the surveillance footage was for law enforcement purposes only. Petitioner's counsel made the request for such disclosure.

13. At a Board meeting on or about May 23, 2024, argument was presented to three Town Board members by Petitioner's counsel and Mr. Alba. At that time, Mr. Alba also advised that the lobby surveillance footage is no longer available as it records over previous footage every so many days. A decision was rendered, and the final decision and Board minutes approving the Decision was emailed to Petitioner's counsel on June 11, 2024, denying Petitioner's appeal. (**Exhibit A**).

14. Petitioner now appeals in this Article 78 proceeding.

ARGUMENT

POINT I – Public Officers Law 87(2)(b) and (c)(iii)

15. As stated above, the sole reason for the denial is based on the complainant's general statement that she feared for her safety. However, the Board decides the following: "The reasons for the denial are that the claimant asserted that they "feared for his/her safety" and requested their name not be disclosed and this Board determines that the exemptions contained in Public Officers Law 87(2)(b) and (c)(iii) apply prohibiting the Town from granting" the request for further or unredacted disclosures. (**Exhibit A**).

16. Public Officers Law 87(2)(b) states the following:

> 2. Each agency shall, in accordance with its published rules, make available for public inspection and copying all records, except those records or portions thereof that may be withheld pursuant to the exceptions of rights of access appearing in this subdivision. A denial of access shall not be based solely on the category or type of such record and shall be valid only when there is a particularized and specific justification for such denial. Each agency shall, in accordance with its published rules, make available for public inspection and copying all records, except that such agency may deny access to records or portions thereof that:

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> (b) if disclosed would constitute an unwarranted invasion of personal privacy under the provisions of subdivision two of section eighty-nine of this article; …

17. Public Officers Law 87(2)(c)(iii) does not exist.

18. The Board's decision, following the administrative proceeding, does not invoke the exemption under Public Officers Law ("POL") § 87(2)(f) – if disclosed could endanger the life or safety of any person. The Board has erred in relying on POL 87(2)(b) and (c)(iii) and cannot now assert a more adequate and proper basis. In addition, the Board's error creates a particularization issue. It cannot preclude the requested disclosures based on the complainant's statement that the complainant fears for her safety, thus does not want her name disclosed. The complainant's statement is not enough to show sufficient particularization under §§ 87(2)(b) unwarranted invasion of personal privacy, or (c)(iii) because it does not even exist.

19. In New York C.L. Union v. City of Syracuse, 210 A.D.3d 1401 (4th Dept 2022), the Fourth Department agreed with the "petitioner that, in the administrative proceeding, respondents did not invoke the exemption under Public Officers Law § 87 (2)(e), and [we] therefore conclude[d that] the court erred in relying on that subdivision in granting respondents' motion with respect to petitioner's request for law enforcement disciplinary records concerning open claims of SPD officer misconduct (*see Matter of Madeiros v. New York State Educ. Dept.*, 30 N.Y.3d 67, 74-75, 64 N.Y.S.3d 635, 86 N.E.3d 527 [2017]; *Matter of McFadden v. McDonald*, 204 A.D.3d 672, 675, 166 N.Y.S.3d 47 [2d Dept. 2022])."

20 Moreover, ""judicial review of an administrative determination is limited to the grounds invoked by the agency and the court is powerless to affirm the administrative action by substituting what it considers to be a more adequate or proper basis" (*Madeiros*, 30 N.Y.3d at 74, 64 N.Y.S.3d 635, 86 N.E.3d 527 [internal quotation marks omitted])."

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21. Accordingly, Petitioner respectfully contends that the Board's decision, essentially based only on the unwarranted invasion of personal privacy provision, cannot stand. There is no sufficient particularization or specific justification identified in the decision for denying Petitioner's request for full and unredacted disclosures under an unwarranted invasion of personal privacy. The complainant's lone, unsubstantiated statement falls far short of establishing the requirement of particularity.

POINT II – Applying Exemption Categorically

22. Assuming arguendo, that the Board meant to apply 87(2)(f), the Board was required to demonstrate the minimal "possibility" of endangerment in order to invoke this exemption and the Board did not do so.

23. The question is what constitutes evidence of "a possibility of endangerment" in order to invoke the life or safety exemption? Bellamy v. New York City Police Dep't, 87 A.D.3d 874 (1st Dept 2011), aff'd, 20 N.Y.3d 1028 (2013). Petitioner respectfully contends that there needs to be more than just an individual's statement to invoke the life or safety exemption 87(2)(f). Petitioner relies on case law that addresses the fact that there must be some evidence or link relating to the statement for it to be considered credible.

24. Petitioner asserts the following examples:

> …the life or safety exemption does not apply. It is undisputed that petitioner does not seek the addresses of the retirees. However, respondent is concerned that releasing the names of retirees will enable anyone to discover the address of that retiree. This is likely true. Nevertheless, even if from 2016-2017, five retired NYPD officers fell victim to burglaries (Barreto Aff ¶15), **nothing connects these burglaries to pension plan information. … Respondent fails to show an uptick in incidents threatening the life or safety of retired police officers related to the disclosure of that information.** Empire Ctr. for Pub. Pol'y v. New York City Police Pension Fund, 65 Misc. 3d 636, 642 (N.Y. Sup. Ct. 2019), aff'd in part, modified in part, 188 A.D.3d 595 (1st Dept 2020).

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Names, addresses, and other identifying information related to participants in village's deer management program were not exempt from disclosure under Freedom of Information Law's (FOIL) exemption for information that could endanger the lives or safety of the participants; **although mayor of another village stated that board members had received threats when they considered deer programs, similar threats had not been made in the village, and there was no indication that participants in the program had received any threats.** Laveck v. Vill. Bd. of Trustees of Vill. of Lansing, 145 A.D.3d 1168 (3rd Dept 2016).

... to the extent that respondent asserted that documents responsive to request number 13 constituted exempt intra- or inter-agency material under Public Officers Law § 87(2)(g), **it merely quoted the statutory language of the exemption without enumerating or describing any of the documents withheld and without offering a factual basis for the claims of exemption. Such conclusory assertions fall far short of establishing the requirement of particularity** (*see Matter of West Harlem Bus. Group v. Empire State Dev. Corp.,* 13 N.Y.3d 882, 885, 893 N.Y.S.2d 825, 921 N.E.2d 592 [2009]; *Church of Scientology of N.Y. v. State of New York,* 46 N.Y.2d 906, 907–908, 414 N.Y.S.2d 900, 387 N.E.2d 1216 [1979]; *see also Matter of City of Newark v. Law Dept. of City of N.Y.,* 305 A.D.2d 28, 34, 760 N.Y.S.2d 431 [2003]; *Brown v. Town of Amherst,* 195 A.D.2d 979, 980, 600 N.Y.S.2d 601 [1993]). Rose v. Albany Cnty. Dist. Attorney's Off., 111 A.D.3d 1123 (3rd Dept 2013).

"As relevant here, Public Officers Law § 87(2)(f) exempts from disclosure materials that, if disclosed, could endanger the life or safety of any person, and respondent, the agency in question, need only demonstrate a possibility of endangerment in order to invoke this exemption" (*Matter of Prisoners' Legal Servs. of N.Y. v. New York State Dept. of Corr. & Community Supervision,* 209 A.D.3d at 1211–1212, 177 N.Y.S.3d 765 [internal quotation marks, emphasis and citations omitted]). ... Respondent asserts that it demonstrated that disclosure of the information identifying all police officers could endanger the life or safety of undercover officers. Although respondent was only required to demonstrate a possibility of endangerment, its submission, consisting of an affidavit by the director of the office of public safety, did not satisfy its burden. ... **While the director did not articulate an explanation as to how one can learn from this information which officer is serving in an undercover or sensitive capacity, respondent argued that doing so would, in essence, afford a "how to road map" to those actors with nefarious intent. Standing alone, respondent's conclusory and speculative affidavit, averring as it does that the safety exemption justifies denial of access to the requested records, is insufficient to deny access to the records sought** (*internal citations omitted*). Munson v. New York State Div. of Crim. Just. Servs., 228 A.D.3d 1119 (3rd Dept 2024).

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25. Although "access to government records does not depend on the purpose for which the records are sought" (*Matter of Bellamy v. New York City Police Dept.*, 59 A.D.3d 353, 355, 874 N.Y.S.2d 60 [2009]). Bellamy v. New York City Police Dep't, 87 A.D.3d 874 (1st Dept 2011), aff'd, 20 N.Y.3d 1028 (2013), Petitioner sets forth that he seeks the records because of the seriousness of the allegations in the complaint. Petitioner categorically denies any such statements or having any such weapons, while Petitioner admits he is in the throes of a highly contentious four-year divorce proceeding in which he has received many unfavorable decisions. However, Petitioner asserts that it does not translate into what the complainant's allegations suggest. Therefore, Petitioner seeks this information so that he may seek legal protection against the complainant or file his own complaint against the complainant for making and reporting false allegations that could have a devastating impact on his life. Petitioner seeks the information so that he may defend himself and protect himself against this false accusation. Without the information, Petitioner is at the mercy of this false report on his record.

26. Additionally, in the context of assuming arguendo that the Board meant to apply 87(2)(f), the law as drafted does not address false allegations/complaints (discussed also in Point III, *infra*). However, Petitioner argues that the exemption cannot be applied categorically because an unsubstantiated claim cannot automatically be construed to categorically fall within an exemption. See, New York C.L. Union v. Vill. of Freeport, 229 A.D.3d 629 (2nd Dept 2024): where the Court emphasized "…contrary to the respondents' contention, the withheld records were not categorically exempt from disclosure. "[T]here is no categorical exemption from disclosure for unsubstantiated allegations or complaints of police misconduct" (*Matter of Newsday, LLC v. Nassau County Police Dept.*, 222 A.D.3d at 92, 201 N.Y.S.3d 88; *see Matter of New York Civ. Liberties Union v. New York City Dept. of Corr.*, 213 A.D.3d 530, 183 N.Y.S.3d 411)."

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27. Here, Petitioner respectfully submits the question: how can he, or any man, defend himself against a female complaint alleging that she is in fear of her safety in this present society? It is a question of public policy whether the female complaint should be taken at face value. Without some evidence suggesting the complainant may truly have a reason to be in fear for her safety, categorically applying the exemption to the statement alone sets a standard that cannot be defended, by anyone in a similar situation. The Board in this instance has applied the exemption categorically. The Board does not point to any evidence that could relate to a reason for being in fear other than the complainant's statement. Yet, "there is no categorical exemption from disclosure for unsubstantiated allegations or complaints of police misconduct." Id.

28. Accordingly, based on his Point II arguments, Petitioner contends that the Board's decision must be reversed.

POINT III - Particularization

29. The Petitioner challenges the Board's Decision on the grounds that the law cannot provide a blanket preclusion without actual particularization for which to base the preclusion. And there must be a standard as stated above in Point II. In other words, without meaningful particularization, with some credible link relating to the complaint and substantiation for being in fear of the complainant's safety, there is a great potential for injustice and injury to the alleged subject of the complaint, in this case the Petitioner. The balancing of the equities must be scrutinized and must include the risks of false accusations for personal gain. If not scrutinized for some sense of truth or evidence, there can be no standard upon which to minimize blanket preclusions.

30. Because the Board found that POL 87(2)(b) and (c)(iii) are the exemptions the decision is based upon and applied in this matter, the question is what constitutes particularization

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or specific justification to invoke the unwarranted invasion of personal privacy exemption, similarly to what constitutes evidence of "a possibility of endangerment" in order to invoke the life or safety exemption.

31. Public Officers Law 87(2)(b), the personal-privacy exemption, allows government agencies and their employees to protect sensitive matters in which there is little or no public interest, like personal information or unsubstantiated allegations, from public disclosure.

32. Even though Petitioner asserts that 87(2)(b) is simply an inadequate basis for the denial in this case, Petitioner directs this reviewing Court's attention to: What constitutes an unwarranted invasion of personal privacy under the personal privacy exemption of the Freedom of Information Law is measured by what would be offensive and objectionable to a reasonable person of ordinary sensibilities. N.Y. Public Officers Law § 87(2)(b). Hepps v. New York State Dep't of Health, 183 A.D.3d 283 (3rd Dept 2020). "This determination requires balancing the competing interests of public access and individual privacy." Asian Am. Legal Def. & Educ. Fund v. New York City Police Dep't, 41 Misc. 3d 471 (Sup. Ct. 2013), aff'd, 125 A.D.3d 531, 5 N.Y.S.3d 13 (2015).

33. Petitioner argues that the false accusation of such a serious nature is highly offensive and objectionable to any reasonable person of ordinary sensibilities. Id. However, as it relates to the Board's basis of POL 87(2)(b) for its finding, Petitioner first contends that the complainant has no right to an individual privacy interest over public access for making a false police report. In fact, in the filing of a false police report that has the potential to cause serious damage to another individual, there is a public interest competing with the individual privacy. Inasmuch as the complainant can just state she fears for her safety, Petitioner's own interest in obtaining information about the complainant, who made this serious but false accusation against

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him, taking it to a law enforcement agency and placing it on Petitioner's record, is superior. There can only be a public interest in protecting against a highly offensive and objectionable false police report to a police agency that could potentially suggest a criminal concern and put a person's liberty at stake. The public interest as such has a far greater purpose than the individual privacy of the complainant. A reasonable person would want to have a mechanism to oppose and/or defend against the accusation, without a complainant being able to override any accountability by asserting fear. It is a standard that is simply unjustified.

34. And Petitioner reiterates that without the full disclosure of the complainant in this matter, Petitioner is defenseless. Petitioner is at the mercy of the individual who made the false report, and who's motive is unknown but highly concerning.

35. "There is no statutory blanket exemption for investigative records, even where the allegations of misconduct are "quasi criminal" in nature or not substantiated, and the ability to withhold records under FOIL can only be based on the effects of disclosure in conjunction with attendant facts (*see Matter of Gould v. New York City Police Dept.*, 89 N.Y.2d 267, 275, 653 N.Y.S.2d 54, 675 N.E.2d 808 [1996]["[B]lanket exemptions for particular types of documents are inimical to FOIL's policy of open government"]). Thomas v. New York City Dep't of Educ., 103 A.D.3d 495 (1st Dept 2013).

36. Petitioner respectfully submits that the false complaint made to the Amherst Police is unsubstantiated, and the statement that the complainant fears for her safety is unsubstantiated. The fact that the Amherst Police did not investigate is an attendant fact that the accusations were unsubstantiated. The fact that the Orchard Park Police performed a welfare check and a phone call with Petitioner, while concluding no concern is an attendant fact supporting unsubstantiated accusations. The lack of concern by law enforcement, considering the nature of the allegations, at

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the time indicates that the complaint was not taken seriously. Petitioner respectfully asks: why then is disclosure of the complainant's identity of such concern?

37. CPLR § 7801 *et seq.* provides a right of action against governmental officers and entities.

38. Petitioner has no other adequate remedy at law.

39. Accordingly, Petitioner is entitled to judgment reversing the Board's decision and ordering the Respondents to provide full, unredacted disclosures as requested.

40. No previous application has been made for the requested relief herein.

WHEREFORE, Petitioner seeks judgment pursuant to Article 78 of the Civil Practice Law and Rules:

41. ADJUDGING and DECLARING that Board's decision reversed;

42. DIRECTING Respondents provide to Petitioner the complete, unredacted file including body-cam footage and audio of the complainant;

43. ENTERING judgment on behalf of Petitioner and against Respondents in an amount representing fees and costs to adjudicate this matter; and,

44. GRANTING such other and further relief as this Court deems just and proper.

Enter: October 10, 2024
Orchard Park, New York

Keliann M. Argy, Esq.
ELNISKI LAW, P.C.
Attorney for the Petitioner
Chad Sleiman
4226 N. Buffalo St., Ste. 10
Orchard Park, New York 14127
Phone 716-515-5995
Fax 716-608-1413

Attachment: DOC101724-10172024084755 (COM-2024-89 : Verified Petition: Chad Sleiman Vs. Amherst Police Department Et Al.)

To: Sam Alba, Esq., Town Attorney
5583 Main St.
Williamsville, NY 14221

Amherst Police Department
500 John James Audubon Pkwy
Buffalo, NY 14228

cc: Chad Sleiman
8 Kingfisher Court
Orchard Park, NY 14127

Attachment: DOC101724-10172024084755 (COM-2024-89 : Verified Petition: Chad Sleiman Vs. Amherst Police Department Et Al.)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29590 **RESOLUTION 2024-896** **ADOPTED**

Private Improvement Permit No. 3133 Sanitary Sewer – Villas at Essex Woods 2018.029/SP-2018-08A

Attached please find an application for a Sanitary Sewer Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $4,508.50.

We are sending three (3) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee, one in the amount of $3,790.00 which will be held in escrow to cover the inspection costs, and one in the amount of $568.50 to cover the televising cost and to be deposited in the SS District account G9000-02377.

At this time, we are asking for your approval of the application for PIP No. 3133.

Thank you for considering this request.

10/28/2024
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $4,508.50.

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: October 1, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☐
Sanitary Sewer	☐	☒
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 37,900

Address and/or Subdivision Name: Villas at Essex Woods **Town of Amherst Job:**

Description and location of improvements including quantities: 379 lineal feet of 8" private sanitary sewer and all structutures and associated materials and labor for completion as per the attached highlighted drawing from the approved plan set.

	Name	Address	Phone
Owner:	Essex Homes of WNY, Inc.	8940 Main Street, Clarence, NY, 14221	716-635-0550
Engineer/Designer:	Carmina Wood Design	80 Silo City Row, Buffalo, NY 14203	716-842-3165
Contractor:	Essex Homes of WNY, Inc.	8940 Main Street, Clarence, NY, 14221	716-635-0550

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The lighting as-builts must contain field verified survey data in AutoCAD or GIS format for all electrical components including conduits, poles with numbering, power sources, and handhole locations.

In consideration of the granting of the permit hereby petitioned for, the undersigned hereby agrees that if such a permit is granted, they will comply with the terms thereof, the Laws of the state of New York, the Ordinances of the Town of Amherst and Regulations of the various departments to the Town and State of New York, and that they shall notify the Engineering Department forty-eight (48) business hours in advance of commencing any work under this permit.

The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$3,790.00
VIDEO INSPECTION - SANITARY		$568.50
$1.50 Per Linear Foot		
TOTAL FEE		$4,508.50

Owner sign Here

Phil Nanula, President
Please Print Name

Essex Homes of WNY, Inc., 8940 Main Street
Address

Clarence	NY	14031	716-635-0550
City	State	zip	Phone

Subscribed and sworn to before me this 18th
Day of October 20 24

Michelle Lynn Ward
Notary Public, Erie County, New York

Michelle Lynn Ward
Notary Public, State of New York
No. 01WA6275111
Qualified in Niagara County

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3133

_____
Town Clerk

Rev. 9/12/2023

Attachment: PIP 3133_Villas at Essex Private Sanitary (RES-2024-896 : Private Improvement Permit No. 3133)

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

Francina J. Spoth
Town Clerk

Meeting: 10/28/24 07:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 29589 **RESOLUTION 2024-897** **ADOPTED**

Private Improvement Permit No. 3134 Waterline – Villas at Essex Woods 2018.029/SP-2018-08A

Attached please find an application for a Waterline Private Improvement Permit properly filled out. The permit fee and inspection cost amount to $4,175.00.

We are sending two (2) checks to the Comptroller's Office, one for $150.00 to be retained as a Permit Fee and one in the amount of $4,025.00 which will be held in escrow to cover the inspection costs.

At this time, we are asking for your approval of the application for PIP No. 3134.

Thank you for considering this request.

10/28/2024
Consent

FINANCIAL IMPACT:

The permit fee and inspection cost amount to $4,175.00

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

APPLICATION FOR PERMIT TO CONSTRUCT A PUBLIC/PRIVATE IMPROVEMENT

TO THE HONORABLE TOWN BOARD:
Town of Amherst, Erie County, N.Y.

Date: October 1, 20 24

Application is Hereby Made for Permission to Construct:

	Public	Private
Pavement & Curbing	☐	☐
Waterline	☐	☒
Sanitary Sewer	☐	☐
Storm System	☐	☐
Street Lighting	☐	☐

Estimated Cost of Construction $ 40,250.00

Address and/or Subdivision Name: Villas at Essex Woods **Town of Amherst Job:**

Description and location of improvements including quantities: 160 lineal feet of 8" private water line, 145 lineal feet of 4" private water line, one hydrant, and associated valves, materials and labor for completion as per the attached highlighted drawing from the approved plan set.

	Name	Address	Phone
Owner:	Essex Homes of WNY, Inc.	8940 Main Street, Clarence, NY, 14221	716-635-0550
Engineer/Designer:	Carmina Wood Design	80 Silo City Row, Buffalo, NY 14203	716-842-3165
Contractor:	Essex Homes of WNY, Inc.	8940 Main Street, Clarence, NY, 14221	716-635-0550

This application must be submitted in quadruplicate along with four (4) full size copies of construction drawings showing the extent of the improvements which will be incorporated into and made part of this application. In the event the drawings submitted contains other facilities not covered by this permit, then those covered by this permit must be designated by coloring so that a clear-cut picture of the work under this permit is easily determined. **A PDF copy of the colored construction plans must also be provided.** The lighting PIP requires submission of design plans prepared by a **licensed electrical engineer** and in accordance with Town and National Grid requirements for **review and approval.**

Work under this permit shall be started within **60 days** from the date of approval thereof. Work under this permit shall be completed within **1 year** of the approval thereof. Any request for extension shall be addressed in writing to the Town Board of the Town of Amherst.

Fees from this permit shall be covered by **separate** checks made payable to the Town of Amherst in the amounts shown below and as set forth by the Town Board. The inspection fee is non-refundable and shall cover all work under this permit at no additional cost to the Town of Amherst. The inspection fee may be increased by a commercially reasonable amount during or after implementation of the improvements at the discretion of the Town Engineer due to unforeseen field conditions or complexity of design. All construction work is to be done during normal and usual working hours. Any deviation from this must be compensated by the payment of additional fees. Digital and full size hard copies of the as-built drawings shall be provided upon completion of the work. The lighting as-builts must contain field verified survey data in AutoCAD or GIS format for all electrical components including conduits, poles with numbering, power sources, and handhole locations.

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The undersigned hereby certifies that all of the information contained in this petition is correct and true.

ITEM		FEE
PERMIT		$150.00
INSPECTION	10% of Estimate of Cost of Construction	$4,025.00
VIDEO INSPECTION - SANITARY		NA
$1.50 Per Linear Foot		
TOTAL FEE		$4,175.00

Owner sign Here

Phil Nanula, President
Please Print Name

Essex Homes of WNY, Inc., 8940 Main Street
Address

Clarence	NY	14031	716-635-0550
City	State	zip	Phone

Subscribed and sworn to before me this 18th
Day of October 20 24

Michelle Lynn Ward
Notary Public, State of New York
No. 01WA6275111
Qualified in Niagara County
My Commission Expires

Notary Public, Erie County, New York

I do certify that I have examined the foregoing petition and sketch and certify that they conform to Ordinances of the Town of Amherst.
Director of Engineering Services: _____

Receipt is hereby acknowledged of the sum of $ _____, being the required fees established by the Town Board of the Town of Amherst, NY

Public/Private Improvement Permit No. 3134

_____
Town Clerk

Rev. 9/12/2023

Attachment: PIP 3134_Villas at Essex Private Waterline (RES-2024-897 : Private Improvement Permit No. 3134)