



Amherst Town Board

Regular Meeting of the Town Board

Agenda

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

Francina J. Spoth
Town Clerk

In the event of a fire or other emergency, please follow the exit signs that are provided in this room and throughout Town Hall. Upon exiting this room, the main exits are located to the front and the rear of this building. ***Do not use the elevator during an emergency event.***

This meeting is being recorded and will stream live online
Amherstny.igm2.com

Monday, August 7, 2023

3:00 PM

Amherst Municipal Building

I. IN MEMORY

II. INVOCATION

Councilmember Berger

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL:

3:00 PM Meeting called to order on August 7, 2023 at Amherst Municipal Building, 5583 Main Street, Williamsville, NY.

Attendee Name	Present	Absent	Late	Arrived
Supervisor Brian J. Kulpa	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Deputy Supervisor Deborah Bruch Bucki	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilmember Jacqueline Berger	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilmember Shawn Lavin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Councilmember Michael Szukala	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

V. MINUTES APPROVAL

1. Monday, July 24, 2023

VI. PROCLAMATIONS AND ANNOUNCEMENTS

VII. PUBLIC HEARINGS

Speakers will be limited to 3 minutes.

VIII. DEVELOPMENT REVIEW ACTIONS**IX. PERSONAL APPOINTMENTS TO BOARDS & COMMITTEES**

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

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

- 1. 9/11 Commemoration Committee**
Membership is unlimited.
- 2. Amherst Committee on Disabilities (6)**
- 3. Amherst Community Diversity Commission (4)**
- 4. Amherst Conservation Advisory Council (5)**
- 5. Amherst Government Financial Advisory Board**
Membership is full.
- 6. Amherst Industrial Development Agency**
Membership is full.
- 7. Amherst Veterans Committee (4)**
- 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 (1)**
- 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 (7)****24. Planning Board**

Membership is full.

25. Recreation Commission (1)**26. Recycling and Waste Committee (3)****27. Senior Services Advisory Board (7)****28. Traffic Safety Board**

Membership is full.

29. Youth Board

Adult vacancies (6), Youth vacancies (0)

30. Zoning Board of Appeals**X. PUBLIC EXPRESSION**

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

XI. CONSENT AGENDA**XII. COUNCILMEMBER RESOLUTIONS****A. SUPERVISOR KULPA:****1. Resolution 2023-661**

Travel Authorization to NYC

FINANCIAL IMPACT:

not to exceed \$1,678.20

ATTACHMENTS:

- Travel Expense Approval Form for 7-19-23 BK (PDF)

B. DEPUTY SUPERVISOR BUCKI:**C. COUNCILMEMBER BERGER:****D. COUNCILMEMBER LAVIN:****E. COUNCILMEMBER SZUKALA:****1. Resolution 2023-662**

Set PH Date - Romney Road All-Way Stop Intersection

FINANCIAL IMPACT:

\$200.00 - signage

XIII. DEPARTMENT HEAD RESOLUTIONS AND REPORTS**A. TOWN ATTORNEY:****1. Resolution 2023-663**

Playground Safety Equipment and Surface Improvements

FINANCIAL IMPACT:

Amended Bond Resolution - \$400,000

ATTACHMENTS:

- SEQR YR-6B (PDF)
- CertBondReso (PDF)
- MPR YR-6B Playground Safety Equip & Surface Impr Revised (PDF)

2. Resolution 2023-664

Town of Amherst Storm Sewer Work Permit (CRS #4247)

FINANCIAL IMPACT:

Revenue - \$30,000 (To be held in escrow by Town Attorney until completion of work)

ATTACHMENTS:

- TOAStormSewerWorkPermit.Dash-08012023110743 (PDF)

3. Resolution 2023-665

Settlement of Litigation Matters - NYCM Aso A. Nguyen, L. Nguyen, L. Do

FINANCIAL IMPACT:

Settlement - \$28,109.42 - P1915.4110

4. Resolution 2023-666

Settlement of Litigation Matter - Ly Thao Do V. TOA, Et Al.

FINANCIAL IMPACT:

Settlement - \$60,000 - P1915.4110

5. Resolution 2023-667

Settlement of Article 7 Matter - 425 Centerpointe Corp.; Ciminelli Network V. Town of Amherst

FINANCIAL IMPACT:

Assessment

ATTACHMENTS:

- 23.07.28 550 Essjay Parcel - Partial Stip of Settlement - Proposed (PDF)

B. TOWN CLERK:**1. Resolution 2023-668**

Authorization for Pre-Payment to DXO Communications of Buffalo, Inc.

FINANCIAL IMPACT:

\$15,147.00 Postage for the mailing of the 2023 School Tax Bills from A 1410 4020

\$12,903.00 Postage for the mailing of the 2023 School Tax Receipts from A1410 4020

ATTACHMENTS:

- DXO Postage Invoice-School Bills 2023 (PDF)
- DXO Postage Invoice-School Receipts 2023 (PDF)

2. Resolution 2023-669

Permission for Insert in Tax Bill Mailing CRS #4219

FINANCIAL IMPACT:

A 1410 4025 \$1,188.00 (approx, based on 27,000)

ATTACHMENTS:

- DXO Buck Slip School 2023 (PDF)

3. Resolution 2023-670

Amusement License - the ARC Erie County

FINANCIAL IMPACT:

Income for the town

ATTACHMENTS:

- The ARC Erie County (PDF)
- Request by The ARC Erie County for a First Class Amusement License to hold an event at 6850 Main St (PDF)

C. ASSESSOR:**D. BUILDING/BUILDING MAINTENANCE:****E. CENTRAL ALARM:****F. COMPTROLLER:****1. Resolution 2023-671**

Budget Transfers and Amendments

FINANCIAL IMPACT:

See Descriptions.

G. CONTRACT COMPLIANCE:**1. Resolution 2023-672**

Award Bid #2023024 Demolition of 160 Campus Drive - CRS #4246

FINANCIAL IMPACT:

T4019-4002; \$32,000.00

ATTACHMENTS:

- Bid Tab 2023024 Demolition of 160 Campus Drive (PDF)

2. Resolution 2023-673

Award Bid #2023026 Adulticides and Pesticides - CRS #4196, 4197, 4228, 4231, 4235 & 4239

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

ATTACHMENTS:

- Bid Analysis 2023026 Adulticides and Pesticides (PDF)

3. Resolution 2023-674

Award Bid #2023031 Sodium Hypochlorite - CRS #4248

FINANCIAL IMPACT:

G9916-4820 & G9916-4830; Amount TBD

ATTACHMENTS:

- Bid Analysis 2023031 Sodium Hypochlorite (PDF)

4. Resolution 2023-675

Award Bid #2023029 Bulk Liquid Oxygen - CRS #4249

FINANCIAL IMPACT:

G9916-4923 & G9916-4960; Amount TBD

ATTACHMENTS:

- Bid Analysis Bulk Liquid Oxygen (PDF)

5. Resolution 2023-676

Award Bid #2023030 Fairbanks Nijhuis Vertical Pump Parts - CRS #4204

FINANCIAL IMPACT:

G9916-4921; Amount TBD

ATTACHMENTS:

- Bid Analysis Fairbanks Nijhuis Pump Parts (PDF)

6. Resolution 2023-677

Extend Bid #2021027 Vehicle Lift Inspection, Service & Replacement - CRS #4200

FINANCIAL IMPACT:

Town Wide - Various - TBD

ATTACHMENTS:

- Filtrec signed ea (PDF)

7. Resolution 2023-678

Amendment to Bid #2016050 Town Wide Fire Alarm Inspection Service - CRS #4221

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

ATTACHMENTS:

- Signed Amendment to add Bailey Training Center (PDF)

8. Resolution 2023-679

Amendment to Bid #2017041 for Commercial Plumbing & HVAC Supplies - CRS #4240

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

ATTACHMENTS:

- Signed Amendment (PDF)

H. COURT:**I. ECONOMIC DEVELOPMENT:****1. Resolution 2023-680**

Travel Authorization to NYC

FINANCIAL IMPACT:

-1,744.61

ATTACHMENTS:

- Travel Expense Approval Form for 7-19-23 AR (PDF)

J. EMERGENCY SERVICES:**K. ENGINEERING SERVICES:****1. Resolution 2023-681**

2023-2028 Capital Improvement Program Amendment CIP Project No. E-5: Boulevard Central District Sanitary Sewer Improvements (BCD)

FINANCIAL IMPACT:

N/A

2. Resolution 2023-682

2023-2028 Capital Improvement Program Amendment YR-6B Playground Safety Equipment & Surfacing

FINANCIAL IMPACT:

N/A

3. Resolution 2023-683

Installation of Street Lighting Harding Road Subdivision

FINANCIAL IMPACT:

TBD

4. Resolution 2023-684

Award of Bid Rebid of Amherst Community Policing and Training Center Restroom and Interior Renovations The Peyton Barlow Company, Inc. – General Contract

FINANCIAL IMPACT:

KP2102.4972; \$397,000.00

ATTACHMENTS:

- Bid Tabulation - Rebid of Amherst Community Policing Training Center Restroom Interior Improvements (PDF)
- Bid Recommendation Letter from DiDonato APD Training Center 7_20_23 (PDF)

L. FINANCE:**M. HIGHWAY****1. Resolution 2023-685**

Authorization to Purchase One (1) Case CX 75 Excavator - CRS #4216

FINANCIAL IMPACT:

KP2341

2600 (b)

\$125,755.00

ATTACHMENTS:

- DOC072023-07202023094634 (PDF)
- DOC072023-07202023095333 (PDF)

2. Resolution 2023-686

Contract Extension - Guthrie Heli-Arc, Inc CRS #4220/2890

FINANCIAL IMPACT:

Town Wide

Various

TBD

ATTACHMENTS:

- DOC072123-07212023082540 (PDF)

3. Resolution 2023-687

Authorize Supervisor to Sign Contract to Piggyback - Pavilion Drainage Supply Co CRS #4242

FINANCIAL IMPACT:

KP 1919 - 4972

NTE \$79,000

ATTACHMENTS:

- DOC080123-08012023085420 (PDF)

N. HUMAN RESOURCES:**1. Resolution 2023-688**

Interim Release-New York Liquidation Bureau

FINANCIAL IMPACT:

\$18,936.82

2. Resolution 2023-689

Recreation Attendant - PT/Youth & Recreation

3. Resolution 2023-690

Recreation Attendant - PT/Youth & Recreation

4. Resolution 2023-691

Senior Clerk Typist/Youth & Recreation

5. Resolution 2023-692

Messenger/Engineering

O. INFORMATION TECHNOLOGY:**P. PLANNING:****1. Resolution 2023-693**

Intermunicipal Agreement with the Village of Williamsville for Community Planning Support

FINANCIAL IMPACT:

None

ATTACHMENTS:

- Intermunicipal agreement 080723 (PDF)

Q. POLICE:**1. Resolution 2023-694**

Erie County Society for the Prevention of Cruelty to Animals D/B/A SPCA Erie County (CRS #4042) Agreement to Adopt Unclaimed Seized Dogs

FINANCIAL IMPACT:

A 3510 .4110: Amount TBD

ATTACHMENTS:

- SPCA MOU (PDF)

2. Resolution 2023-695

Infoquest Computer Solutions, Inc. (CRS #4227) APD Personnel & Training Resource Database

FINANCIAL IMPACT:

A3120 .4110: \$5,700.00

ATTACHMENTS:

- Infoquest for routing 8.1.2023 (PDF)

3. Resolution 2023-696

Second Amendment FY2019 Targeted Tactical Team Grant (CRS #4251) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS# 2702

FINANCIAL IMPACT:

None for the purposes of this resolution

Funding Source is the same as originally adopted

ATTACHMENTS:

- ApprovalEmailfromNYSforAmendment8.2.2023 (PDF)

R. SENIOR SERVICES:**1. Resolution 2023-697**

Midstate Bakery Distributors CRS #4215

FINANCIAL IMPACT:

A6773-4000

Amount TBD

ATTACHMENTS:

- midstate full-07312023151711(PDF)

2. Resolution 2023-698

Cse/Eisep CRS #4171

FINANCIAL IMPACT:

A 6776-03089

(\$127,702) Revenue

ATTACHMENTS:

- SOS full-07312023153257 (PDF)

S. SEWER/PLANT 16:**1. Resolution 2023-699**

Payment Authorization Fluid Kinetics, Inc.

FINANCIAL IMPACT:

G9916-4929

ATTACHMENTS:

- Fluid Kinetics PDF (PDF)

2. Resolution 2023-700

Auction of Engineering and Sewer Maintenance Surplus Equipment TOA Job No. 2023-001

FINANCIAL IMPACT:

G9000; TBD

ATTACHMENTS:

- Vehicle for Auction TB Resolution (PDF)

3. Resolution 2023-701

TOA Bid 2022023 Calcium Nitrate Solution, Contract Extension PVS-CDI Chemicals, Inc. CRS No. 4241

FINANCIAL IMPACT:

G9916-4800

ATTACHMENTS:

- Calcium Nitrate Extension Agreement (PDF)

T. YOUTH AND RECREATION:**1. Resolution 2023-702**

Authorization to Pay Musicians

FINANCIAL IMPACT:

A 7142.4150: up to \$1,700.00

XIV. UNFINISHED BUSINESS**XV. COMMUNICATIONS****1. Communication 2023-93**

Resident Correspondence

ATTACHMENTS:

- DOC080323-08032023092122 (PDF)

2. Communication 2023-94

Notice of Claim: Josephine Swanson Vs. Town of Amherst Et Al.

ATTACHMENTS:

- DOC072423-07242023143636 (PDF)

3. Communication 2023-95

Second Notice of Claim: Lee Fang Vs. Town of Amherst

ATTACHMENTS:

- DOC080123-08012023101444 (PDF)

4. Communication 2023-96

Notices of Petition to Review Tax Assessments

XVI. PUBLIC IMPROVEMENT PERMITS**1. Resolution 2023-703**

PIP 3018 - North Maplemere Extension - Waterline

FINANCIAL IMPACT:

n/a

2. Resolution 2023-704

PIP 3107 - N. Maplemere Extension - Sanitary

FINANCIAL IMPACT:

n/a

3. Resolution 2023-705

PIP 3109 - N. Maplemere Extension - Storm

FINANCIAL IMPACT:

n/a

4. Resolution 2023-706

PIP 3110 - N. Maplemere Extension - Paving & Curbing

FINANCIAL IMPACT:

n/a

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.

XVIII. ADJOURNMENT

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Supervisor
Initiated by: **Brian J. Kulpa**
Co-Sponsored by:

DOC ID: 27843

RESOLUTION 2023-661

Travel Authorization to NYC

Please authorize expense reimbursement for travel on July 19, 2023 - July 21, 2023 for Brian Kulpa, Supervisor, to present the Boulevard Mall plans for revitalization to Developers located in New York City and meet with the NYS Commissioner of Economic Development. The total cost for travel will not to exceed \$1,678.20. Funds are available in the Supervisor's Office 2023 budget A1220 4040.

FINANCIAL IMPACT:

not to exceed \$1,678.20

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

Revised 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Brian Kulpa	9040	A1220	716-631-7032

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
07/19/2023	07/21/2023	NYC	Developer Meeting for Mall

Expenses

Estimated	Budget A/C #	Actual
Transportation:		
Mileage @ \$0.585		
Tolls		
Parking		
Local Transportation (bus/taxi)	324.37	A1220 4040
Plane/Rail/Bus	375.81	A1220 4040
Lodging:		
2# nights @ \$ 290.26	580.52	A1220 4040
Meals:		
IRS Per Diem Per Day: \$ 79.00	79.00	A1220 4040
1st & Last Day of Travel @ 75%	118.50	A1220 4040
# Breakfasts @ \$ 18.00		
# Lunches @ \$ 20.00		
# Dinners @ \$ 36.00		
# Incidentals @ \$ 5.00		
Registration/Conference Fee		
Other		
Subtotal	1,478.20	
Contingency - 10% of subtotal or \$200	200.00	
TOTAL	1,678.20	

Request Approved By:

Department Head Signature

Date _____

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature

Date _____

Print Employee Name

Reimbursement Approved By:

Department Head Signature

Date _____

Complete Shaded Area
For Expense Reimbursement



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Councilmembers
 Initiated by: **Michael Szukala**
 Co-Sponsored by:

DOC ID: 27801

RESOLUTION 2023-662

Set PH Date - Romney Road All-Way Stop Intersection

Please schedule a public hearing on September 5, 2023 to consider an all-way stop intersection along Romney Road:

WHEREAS, the Town of Amherst received a request to improve safety at the Town of Amherst intersection of Romney Road and the private driveways servicing Boulevard Consumer Square and the newly improved The Boulevard - South District, formally known as Burlington Plaza; and

WHEREAS, a Traffic Study provided by the adjacent plaza owner indicates that multi-way stop sign warrants are met at this intersection; and

WHEREAS, in order for an all-way stop to function properly on the roadway network, the Traffic Study indicates that the intersection would benefit from a reconfiguration with widening of both the eastbound and westbound approaches; and

WHEREAS, the Amherst Traffic Safety Board reviewed the request and information provided by the plaza owner and agree with the findings that a multi-way stop control with reconfiguration would improve safety for all users at this intersection; and

THEREFORE BE IT RESOLVED, the Amherst Town Board hereby approves the installation of an all-way stop at the intersection of Romney Road with the plaza drives located approximately 360 feet from Niagara Falls Boulevard; and

THEREFORE BE IT FURTHER RESOLVED, that the installation of stop signs on Romney Road on the east and west approaches must not be installed until the intersection reconfiguration work is substantially completed by the others; and

THEREFORE BE IT FURTHER RESOLVED, the reconfiguration intersection design must be approved by the Town of Amherst before work begins.

FINANCIAL IMPACT:

\$200.00 - signage



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27823

RESOLUTION 2023-663

Playground Safety Equipment and Surface Improvements

AGENDA ITEM : AUGUST 7th, 2023

TO: Town Board

FROM: Martin A. Polowy, Esq., Town Attorney

DATE: August 2, 2023

RE: Playground Safety Equipment and Surface Improvements
 2023-2028 C.I.P. - Project YR-6B
 Amended Bond Resolution - \$400,000

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

- (1) Adopt the attached SEQR determination for the above project as determined by the Town of Amherst Planning Department; and
- (2) Adopt the attached bond resolution authorizing the issuance of \$400,000.00 in serial bonds for the above-referenced Town improvement.

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

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

Thank you.

MAP:nmb

Attachments

c: Tim Koller, Deputy Town Clerk (*w/attachments*, **Agenda Item - August 7, 2023**)
 Daryl C. Bramer, Comptroller (*w/attachments*)
 Lynda Juul, Director of Finance (*w/attachments*)
 Dan Ulatowski, AICP, Assistant Planning Director/ZEO (*w/attachments*)
 Dan Howard, Director of Planning (*w/attachments*)
 Mary-Diana Pouli, Executive Director, Youth and Recreation (*w/attachments*)
 Jessica Boudreau, PE, Project Manager (*w/attachments*)

FINANCIAL IMPACT:

Amended Bond Resolution - \$400,000



Town of Amherst Planning Department

Erie County, New York



13.A.1.a

Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director


Daniel J. Ulatowski, AI
Assistant Planning Director

Transmitted electronically

MEMORANDUM

June 13, 2023

TO: Jessica Boudreau, P.E., Project Manager
Engineering Department

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

RE: SEQR Determination
Playground Safety Equipment and Surface Improvements
2023-2028 C.I.P. Project YR-6B

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\YR_6B_June 13_2023_Playground Safety Equip_Surface Improv.docx

cc: Daniel Howard, Planning Director
Martin Polowy, Town Attorney

Attachment: SEQR YR-6B (RES-2023-663 : Playground Safety Equipment and Surface Improvements - Amended (Bond Resolution - \$400,000))

EXTRACT OF MINUTES
Meeting of the Town Board of the
Town of Amherst, in the
County of Erie, New York
August 7, 2023

* * *

A regular meeting of the Town Board of the Town of Amherst, in the County of Erie, New York, was held at the Town Hall, 5583 Main Street, Williamsville, New York, on August 7, 2023.

There were present: Hon. Brian J. Kulpa, Supervisor; and

Board members: Jacqualine Berger, Councilwoman
Deborah Bruch Bucki, Deputy Supervisor/
Councilwoman
Shawn Lavin, Councilman
Michael R. Szukala, Councilman

There were absent:

Also present: Francina J. Spoth, Town Clerk

* * *

_____ offered the following resolution and moved its
adoption:

BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED AUGUST 7, 2023, AUTHORIZING IMPROVEMENTS TO PLAYGROUND EQUIPMENT AND SURFACES., STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$400,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$400,000 TO FINANCE SAID APPROPRIATION.

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

Section 1. The Town of Amherst, in the County of Erie, New York (herein called the “Town”), is hereby authorized to finance improvements to playground equipment and surfaces, as described in the map, plan and report dated May 2023 and revised August 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project YR-6B). The estimated total maximum cost thereof, including preliminary costs and costs incidental thereto and the financing thereof, is \$400,000 and said amount is hereby appropriated for such purpose. The plan of financing includes the issuance of bonds in the aggregate principal amount of \$400,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon as the same shall become due and payable.

Section 2. Bonds of the Town in the principal amount of \$400,000 are hereby authorized to be issued pursuant to the provisions of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York (herein called the “Law”), to finance said objects or purposes as set forth in section 1 hereof.

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

(a) The period of probable usefulness applicable to the class of objects or purposes for which said \$400,000 bonds are authorized to be issued, within the limitations of Section 11.00 a. 19(c) of the Law, is fifteen (15) years.

(b) The proceeds of the bonds herein authorized and any bond anticipation notes issued in anticipation of said bonds may be applied to reimburse the Town for expenditures made after the effective date of this resolution for the purpose for which said bonds are authorized. The foregoing statement of intent with respect to reimbursement is made in conformity with Treasury Regulation Section 1.150-2 of the United States Treasury Department.

(c) The proposed maturity of the bonds authorized by this resolution will exceed five (5) years.

Section 4. Each of the bonds authorized by this resolution, and any bond anticipation notes issued in anticipation of the sale of said bonds, shall contain the recital of validity as prescribed by Section 52.00 of the Law and said bonds, and any notes issued in anticipation of said bonds, shall be general obligations of the Town, payable as to both principal and interest by general tax upon all the taxable real property within the Town. The faith and credit of the Town are hereby irrevocably pledged to the punctual payment of the principal of and interest on said bonds, and any notes issued in anticipation of the sale of said bonds, and provision shall be made annually in the budget of the Town by appropriation for (a) the amortization and redemption of the bonds, and any notes in anticipation thereof to mature in such year, and (b) the payment of interest to be due and payable in such year.

Section 5. Subject to the provisions of this resolution and of the Law and pursuant to the provisions of Section 21.00 of the Law relative to the authorization of the issuance of bonds with substantially level or declining annual debt service, Section 30.00 relative to the authorization of the issuance of bond anticipation notes and Section 50.00 and Sections 56.00 to 60.00 and 168.00 of the Law, the powers and duties of the Town Board relative to authorizing bond anticipation notes and prescribing the terms, form and contents and as to the sale and issuance of the bonds herein authorized, and of any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes, and as to the execution of agreements for credit enhancements, are hereby delegated to the Supervisor, the chief fiscal officer of the Town.

Section 6. The validity of the bonds authorized by this resolution, and of any notes issued in anticipation of the sale of said bonds, may be contested only if:

- (a) such obligations are authorized for an object or purpose for which the Town is not authorized to expend money, or
- (b) the provisions of law which should be complied with at the date of the publication of such resolution, or a summary thereof, are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

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

Section 7. This bond resolution is subject to a permissive referendum and the Town Clerk is hereby authorized and directed, within ten (10) days after the adoption of this resolution, to cause to be published, in full, in “The Amherst Bee,” a newspaper having a general circulation within said Town and hereby designated the official newspaper of the Town for such publication and posted on the sign board of the Town maintained pursuant to the Town Law, a Notice in substantially the following form:

TOWN OF AMHERST. NEW YORK

PLEASE TAKE NOTICE that on August 7, 2023, the Town Board of the Town of Amherst, in the County of Erie, New York, adopted a bond resolution entitled:

“BOND RESOLUTION OF THE TOWN OF AMHERST, NEW YORK, ADOPTED AUGUST 7, 2023, AUTHORIZING IMPROVEMENTS TO PLAYGROUND EQUIPMENT AND SURFACES, STATING THE ESTIMATED TOTAL MAXIMUM COST THEREOF IS \$400,000, APPROPRIATING SAID AMOUNT FOR SUCH PURPOSE, AND AUTHORIZING THE ISSUANCE OF BONDS IN THE PRINCIPAL AMOUNT OF \$400,000 TO FINANCE SAID APPROPRIATION,”

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

FIRST: AUTHORIZING said Town is authorized to finance improvements to playground equipment and surfaces, as described in the map, plan and report dated May 2023 and revised August 2023, prepared by the Town Engineering Department (2023-2028 Capital Improvement Program Project YR-6B); STATING the estimated total maximum cost thereof, including preliminary costs, and costs incidental thereto and the financing thereof, is \$400,000; APPROPRIATING said amount for such purpose; and STATING the plan of financing includes the issuance of bonds in the principal amount of \$400,000 to finance said appropriation, and the levy and collection of taxes on all the taxable real property in the Town to pay the principal of said bonds and the interest thereon;

SECOND: AUTHORIZING the issuance of bonds in the principal amount of \$400,000 pursuant to the Local Finance Law of the State of New York (the “Law”) to finance said appropriation;

THIRD: DETERMINING and STATING the period of probable usefulness applicable to the purpose for which said bonds are authorized to be issued is fifteen (15) years; the proceeds of said bonds and any bond anticipation notes issued in anticipation thereof may be applied to reimburse the Town for expenditures made after the effective date of this bond resolution for the purpose for which said bonds are authorized; and the proposed maturity of said bonds will exceed five (5) years;

FOURTH: DETERMINING that said bonds, and any bond anticipation notes issued in anticipation of said bonds, and the renewals of said bond anticipation notes shall be general obligations of the Town; and PLEDGING to their payment the faith and credit of the Town;

FIFTH: DELEGATING to the Supervisor the powers and duties as to the issuance of said bonds, and any bond anticipation notes issued in anticipation of said bonds, or the renewals thereof; and

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

DATED: August 7, 2023

FRANCINA J. SPOTH,
Town Clerk

Section 8. The Town Clerk is hereby authorized and directed to cause said bond resolution to be published, in summary, after said bond resolution shall take effect, in the newspaper referred to in Section 7 hereof, and hereby designated the official newspaper for said publication, together with a Notice in substantially the form as provided by Section 81.00 of the Local Finance Law, constituting Chapter 33-a of the Consolidated Laws of the State of New York.

* * *

The adoption of the foregoing resolution was seconded by _____ and
duly put to a vote on roll call, which resulted as follows:

AYES:

NOES:

The resolution was declared adopted.

CERTIFICATE

I, FRANCINA J. SPOTH, Town Clerk of the Town of Amherst, in the County of Erie, State of New York, HEREBY CERTIFY that the foregoing annexed extract from the minutes of a meeting of the Town Board of said Town of Amherst duly called and held on August 7, 2023, has been compared by me with the original minutes as officially recorded in my office in the Minute Book of said Town Board and is a true, complete and correct copy thereof and of the whole of said original minutes so far as the same relate to the subject matters referred to in said extract.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Town of Amherst this _____ day of August, 2023.

(SEAL)

Town Clerk



Town of Amherst Recreation Department

2023 PLAYGROUND EQUIPMENT & SURFACE IMPROVEMENTS 2023 – 2028 C.I.P. *Amended Project YR-6B*

**Map, Plan & Report
May 2023
Revised August 2023**

Contents:

- Proposed Scope of Improvements
- Financial / Taxation Summary
- Exhibit Maps 1 & 2
- Town of Amherst Planning Department SEQR Determination
 - Type II Action

Town of Amherst Engineering Department
1100 North Forest Rd., Williamsville, NY 14221
(716) 631-7154 / (716) 631-7222

Town of Amherst

Engineering Department

Recreation Department Playground Equipment & Surface Improvements

PROPOSED ANTICIPATED SCOPE OF IMPROVEMENTS:

PLAYGROUND SAFETY EQUIPMENT & SURFACE INSTALLATION

The Town of Amherst is responsible for the operation and maintenance of all town owned playgrounds. In an effort to reduce maintenance costs and resources, the Town will be replacing existing wood carpet safety surfaces with poured-in-place recycled rubber safety surface. The proposed improvements will eliminate the need for annual surface maintenance at each of the playgrounds. As the poured-in-place surface is installed level throughout the playground, the proposed improvements will also reduce the tripping hazard presented by the existing wood carpet surface.

Representatives from the Town of Amherst Recreation Department visited each Town owned park and prepared a needs assessment for play equipment replacement. Listed below are the proposed scope of improvements to be performed as needed at each of the Town owned facilities.

Bedford Park

- Removal of existing play equipment and installation of new play equipment and safety surface.

Dana Heights Park

- Removal of existing play equipment and installation of new play equipment & safety surface. Site work will include grading, drainage, and concrete walkways.

Various other Town Parks

- If funds remain after the above-referenced projects are completed, additional recreational improvements will be completed at other Town Parks.

FINANCIAL SUMMARY:

The improvements outlined above will be completed throughout 2023 & 2024. The above projects will be bonded against the Town of Amherst General Fund at a total project cost of \$400,000.00, financed entirely with serial bonds. The above projects can be characterized as a replacement-in-kind. All of the improvements will have a minimum useful life of 15-years.

Note that the Town Board previously approved a bond authorization for project YR-6B on 7/10/2023 for \$250,000. A CIP amendment is anticipated on August 7, 2023, which will move \$150,000 in funding from YR-5B to YR-6B. This MPR summarizes the new total funding of \$400,000 for YR-6B.

PROJECT COST ESTIMATE:

- | | |
|-----------------------------------|----------------|
| ○ Estimated Construction Costs | \$ 398,000 |
| ○ <u>Legal and Administrative</u> | <u>\$2,000</u> |

Total Amount to be bonded	\$ 400,000
----------------------------------	-------------------

Taxation Summary:

- Total Bond Request: \$400,000.00 (General Fund)
- Bond Term: 15 years
- Annual Tax Impacts: \$0.0034 per year, per \$1,000 AV
- Typical Property Taxation Impacts: \$0.8394 per year, per \$250,000 property

Exhibits:

EXHIBIT 1: DANA HEIGHTS PARK

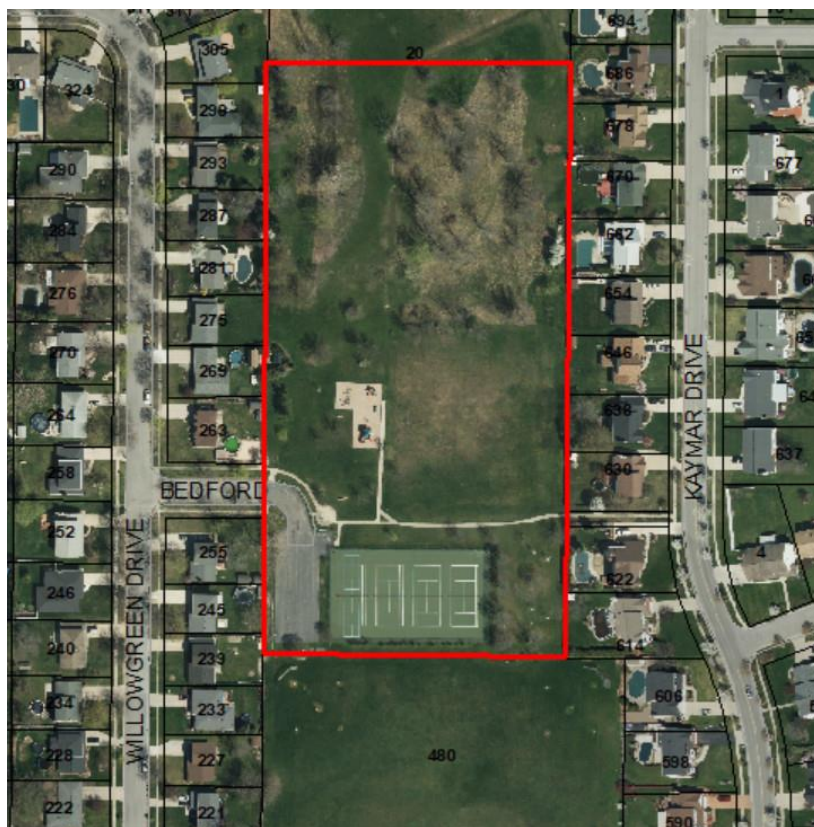


EXHIBIT 2: BEDFORD PARK

SEQR:

See attached memo from the Amherst Planning Department.



Town of Amherst Planning Department

Erie County, New York



Brian J. Kulpa
Supervisor

Daniel C. Howard, AI
Planning Director


Daniel J. Ulatowski, AI
Assistant Planning Dire

Transmitted electronically

MEMORANDUM

June 13, 2023

TO: Jessica Boudreau, P.E., Project Manager
Engineering Department

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

RE: SEQR Determination
Playground Safety Equipment and Surface Improvements
2023-2028 C.I.P. Project YR-6B

The Planning Department has reviewed the Map, Plan & Report for the subject project and has determined it to be a Type II action under the provisions of SEQR according to Part 617.5. Therefore, no further environmental work is required.

Please contact our office if you have any questions.

X:\Special_Projects\SEQR_Engineering & Other TOA\Type_II_Actions_(PJ-2015-001)\YR_6B_June 13_2023_Playground Safety Equip_Surface Improv.docx

cc:
Daniel Howard, Planning Director
Martin Polowy, Town Attorney

Attachment: MPR YR-6B Playground Safety Equip & Surface Impr Revised (RES-2023-663 : Playground Safety Equipment and Surface



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27825

RESOLUTION 2023-664

Town of Amherst Storm Sewer Work Permit (CRS #4247)

AGENDA ITEM : AUGUST 7TH, 2023

TO: Town Board

FROM: Marty A. Polowy, Esq., Town Attorney

DATE: August 2, 2023

RE: 30 Indian Trail, Williamsville, New York 14221 (Owner - Dash)
 Town of Amherst Storm Sewer Work Permit (CRS #4247)

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

WHEREAS, the Permittee (Joseph P. Dash and Eileen P. Dash) are seeking to relocate an existing Town storm sewer pipe and construct a new storm sewer pipe; and

WHEREAS, the new storm sewer pipe will relocate to the existing outfall line and will cap an abandoned storm sewer line upon the completion of the construction and installation; and

WHEREAS, the Permittee has provided plans and other documents to the Town of Amherst Highway Department in consideration of this request; and

WHEREAS, the Town of Amherst Highway Department has found the plans acceptable; and

WHEREAS, the Permittee has agreed to the conditions, requirements and obligations as outlined in the attached Permit;

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Town Supervisor to execute the attached Storm Sewer Work Permit pending successful completion of the CRS; and

BE IT FURTHER RESOLVED that the Town Board authorizes the Town Supervisor to execute the Amendment to Town of Amherst Permanent Easement attached to the Storm Sewer Work Permit: (1) upon completion of construction; (2) final approval by the Town of Amherst Highway Department; and (3) pending successful completion of the CRS.

MAP:nmb
 Attachment

c: Tim Koller, Deputy Town Clerk (*w/attachment*, **Agenda Item - August 7, 2023**)
 Patrick G. Lucey, Highway Superintendent (*w/attachment*)
 Craig Schreck, General Crew Chief (*w/attachment*)

FINANCIAL IMPACT:

Revenue - \$30,000 (To be held in escrow by Town Attorney until completion of work)

TOWN OF AMHERST STORM SEWER WORK PERMIT

THIS STORM SEWER WORK PERMIT ("Permit") is issued by the **Town of Amherst** ("Town") to Joseph P. Dash and Eileen P. Dash ("Permittee") for work on a Town of Amherst Storm Sewer described as follows:

The relocation and construction of a new storm sewer pipe including, but not limited to, connections to the existing storm sewer facilities within the right-of-way of Indian Trail and existing outfall line to Ellicott Creek and the capping of the abandoned storm sewer line upon completion of the installation of the new storm sewer pipe, situated at 30 Indian Trail, Williamsville, NY 14221 in accordance with such plans and other documents ("Plans") submitted by Permittee to the Town's Highway Department ("Department") attached hereto as Schedule A and made a part hereof.

Permittee agrees to the following conditions, requirements, and obligations.

1. Permittee shall engage, at its sole discretion, cost and expense, the professionals, engineers, tradesmen, contractors, and suppliers necessary and convenient to complete the work contemplated by the Plans as provided for in this Permit.

2. All work on the storm sewer line and connection to the storm sewer facilities within right-of-way shall be according to plans and specifications prepared by James Frick, P.E. Didonato Engineering ("Consultant") and subject to the written approval of the Department ("Plans"). No modifications will be made to the Plans without the express written approval of the Department. Permittee shall designate and engage such contractors as it may determine are necessary to perform the work at its sole cost and expense, subject to the terms and conditions of this Permit.

It is understood that alterations to the Plans may be necessary to meet unforeseen field conditions or to provide for inadvertent errors or omissions. These alterations will be made by Permittee, subject to the approval of and to the satisfaction of the Department. The intent of this requirement is not to alter the scope of the work as approved by the Department, but to

provide flexibility to make alterations, additions, and subtractions necessary to complete the work within the original intent and scope of the Plans.

3. Permittee shall defend, indemnify and hold harmless Town, the Department, and all employees or officers of the Town, from and against any and all actual or threatened claims, demands, causes of actions, suits, proceedings, damages, including attorney fees, and all other reasonable costs and expenses associated with the defense of the Town, the Department, and all employees or officers of the Town, including costs of investigation, arising out of, in connection with or incurred in defense of any claim, proceeding, or action brought (each, a “claim”) arising from Permittee’s, or their employees’, agents’, contractors’, or consultants’ activities pursuant to this Permit.

4. Permittee shall procure and maintain insurance at all times during the term of this Permit, without cost to the Town, for liability arising from operations under this Permit in such manner as shall be reasonably acceptable to the Town Attorney, Workers’ Compensation and Employers Liability and Disability Coverage in at least the minimum amounts required by statute, Commercial General Liability insurance in the amount of at least \$2,000,000 per occurrence for personal injury and advertising injury, at least \$4,000,000 aggregate, with umbrella coverage of \$5,000,000 with the Town added as an additional insured on a primary and non-contributory basis to protect Town from against any and all claims, demands and cause of actions, arising by reason of any activities engaged in by Permittee and their employees, agents, consultants, contractors, subcontractors,. Permittee shall require in any contract with the Consultant and its other consultants and contractors that such parties shall indemnify and hold harmless the Town in the same manner as the Permittee is obligated to the Town.

5. All authority granted by this Permit relates solely to that authority within the discretion of the Town. All other permits and approvals required for the project shall be the responsibility of the Permittee. There shall be no liability or obligation placed upon the Town or Department with respect to such other requirements.

6. This Permit shall not be construed as conveying to Permittee or to

any other person, the right to enter upon or trespass upon the lands of parties not party to this agreement for any purpose, nor shall this Permit be construed as authorizing the impairment of any rights, title, or interest in real or personal property held or vested in parties not a party to this Permit.

7. In the event that Permittee fails to comply with the terms of the Permit, the Town has the right to cancel this approval at any time. The Town may decide to continue, rescind, or modify this Permit in its discretion.

8. Permittee shall retain, at its own cost, the services of the Consultant, to inspect and monitor the work performed under the Permit. The Consultant shall monitor the work of Permittee and Permittee's contractors to ensure that the work performed under the permit is done in accordance with the plans, and all other requirements of this Permit. As necessary, the Consultant will inform, orally and in writing, Permittee and the Department of deficiencies in workmanship, material quality, maintenance and protection of traffic, safety, etc. Failure of Permittee to properly respond to a notice of deficiency shall be deemed a breach of the Permit, and shall be grounds for denial of the Department's approval of the entire work or portions of the work under the Permit. Inspection of the work by the Consultant shall not relieve Permittee of responsibility for compliance with all of the conditions of the permit.

The Department reserves the right to inspect the work for compliance with Federal, State or local laws, ordinances and regulations, but is under no obligation to perform such inspections and assumes no responsibility for lack of any compliance on the part of Permittee's contractors. If the Department determines that there are serious or persistent violations of applicable Federal, State or local laws, ordinances and regulations in the work of this Permit, the Department may issue a stop-work order, and all Permit work will cease immediately. In addition, the Permit may be revoked if the safety issues are not resolved to the Department's satisfaction.

9. All work performed by Permittee shall be at no cost to the Town. If costs are incurred by the Department, the Department will bill Permittee monthly, and Permittee agrees to pay all such bills within 30 calendar days of the billing date. Failure to pay such bills promptly shall be deemed a breach of the Permit.

10. Prior to the intended commencement of work, Permittee shall develop a schedule from the contractors' work programs for the accomplishment of all work authorized by the Permit and shall submit this schedule to the Consultant and the Department for informational purposes. Permittee shall promptly notify the Consultant and the Department of any changes to the schedule.

11. Permittee shall designate in writing to the Department the contractors' on-site persons who will be responsible for all construction activities covered by this Permit, and shall immediately notify the Consultant and the Department in writing if there is any change of the person so designated. Permittee shall also designate one or more persons as emergency contacts and shall establish an emergency telephone list. This list shall be kept current by Permittee and shall be provided to the Consultant, to the Department, and to local public safety agencies.

12. Prior to the commencement of work Permittee shall arrange a pre-construction meeting with Town and Department staff, the Consultant, Permittee, and Permittee's contractors. The purpose of this meeting is to ensure that there is a clear understanding, especially on the part of the Contractors and Consultant, of the requirements imposed by the terms and conditions of the Permit.

13. Prevailing wage and supplement requirements of Article 8 of the New York Labor Law shall be complied with by Permittee as if the work were being performed by the Department. Permittee shall request, through the Department, that prevailing wage and supplement determination(s) be made for such work. All provisions of the Labor Law relating to monitoring, compliance, and enforcement of prevailing wage and supplement rates shall be applicable as if the work were being performed by or for the Department.

14. Permittee acknowledges and agrees that Town has not made any representation or warranty whatsoever, either express or implied (including, without limitation, any implied warranty of habitability or fitness for a particular purpose), respecting the condition

of the storm sewer facilities and, Town has not made any promise to alter, remodel or improve the same for Permittee's use, nor to give any allowance or other concession to Permittee on account thereof.

15. Upon completion of the work described in the Plans, as modified from time to time as provided for by this Permit, the Parties shall enter into the attached Permanent Easement, which describes the rights and obligations of Permittee and Town with respect to the use and maintenance of the storm sewer pipe upon completion and approval of such work.

16. Upon execution of this Permit by the Permittee, Permittee shall forward the executed Permit along with Thirty Thousand Dollars (\$30,000.00) to the Town Attorney to be held in escrow, without interest. Such escrow amount shall be held by the Town until the completion of the work required by this permit and all required Town inspections and approvals of the work have been obtained.

17. This Permit agreement shall be binding upon and endure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns, as the case may be.

TOWN OF AMHERST

BY: _____

Title: _____

Dated: _____

AGREED TO AND ACCEPTED:
PERMITTEE

BY: _____

Joseph P. Dash

Dated: July 31, 2023

BY: _____

Eileen P. Dash

Dated: July 31, 2023

SCHEDULE A

Attachment: TOAStormSewerWorkPermit.Dash-08012023110743 (RES-2023-664 : Town of Amherst Storm Sewer Work Permit (CRS #4247))



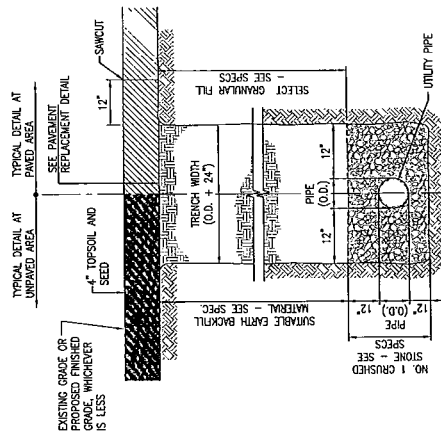
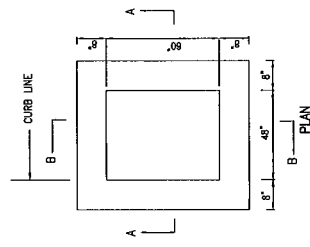
DASH GARAGE
30 INDIAN TRAIL ROAD
AMHERST, NY 14221
SITE DRAINAGE
MODIFICATIONS

DRAINAGE DETAILS

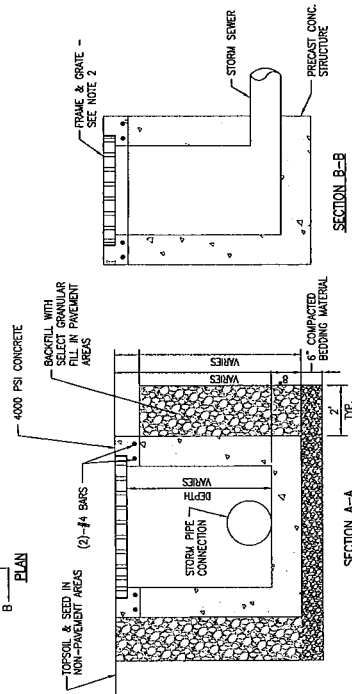
\$3.0

SHEET 2 OF 3

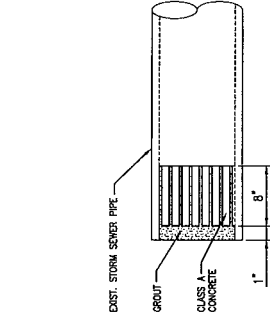
- NOTES:**
1. CONFORM TO INSDOT TYPE "J" RECTANGULAR DRAINAGE STRUCTURE PER INSDOT STD. SHEET 604-02.
 2. FRAME & GRATE SHALL MEET INSDOT STANDARD SHEET 655-02 PARALLEL BAR FRAME AND GRATE (INCLUDED IN PRICE FOR DRAINAGE STRUCTURES).
 3. ALL EXTERIOR SURFACES OF DRAINAGE STRUCTURES TO BE COATED WITH CARBOLINE BITUMASTIC SUPER SERVICE BLACK OR APPROVED EQUAL MIN. 22 MIL DRYED THICKNESS.



1. STORM TRENCH DETAIL
\$3.0 NOT TO SCALE



2. TYPE "J" PRECAST CONCRETE DRAINAGE INLET
\$3.0 NOT TO SCALE



3. PIPE PLUGGING AND ABANDONMENT DETAIL
\$3.0 NOT TO SCALE



DIDONATO
ENGINEERING &
PROFESSIONALS
680 Main Street Buffalo, NY 10203
P 716 552-9600 F 716 552-9897
www.didonato.com

THIS DOCUMENT IS THE PROPERTY OF DIDONATO ENGINEERING & PROFESSIONALS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM DIDONATO ENGINEERING & PROFESSIONALS.



DASH GARAGE
30 INDIAN TRAIL ROAD
AMHERST, NY 14221
SITE DRAINAGE
MODIFICATIONS

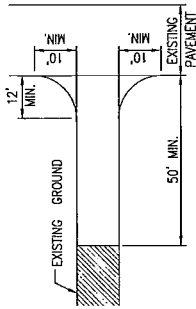
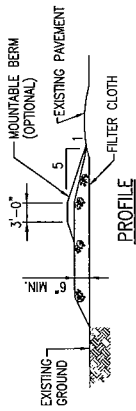
MARK	DATE	DESCRIPTION
1/7/2023	ISSUED FOR CONSTRUCTION	
ISSUE	PROJECT NO.	
DESIGNER PROJECT NO.	PROJECT NO.	
DATE Dwg FILE	DATE Dwg FILE	
DRAWN BY	CHECKED BY	
SCALE	AS NOTED	
COPYRIGHT		
SHEET TITLE		

EROSION CONTROL DETAILS

S3.1
3 OF 3

STABILIZED CONSTRUCTION ENTRANCE NOTES

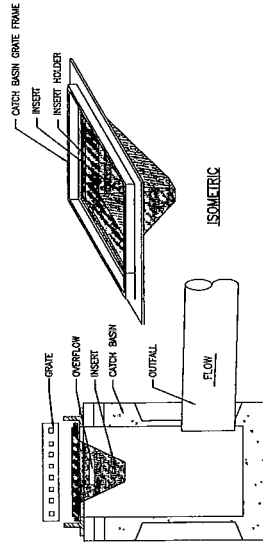
1. STONE SIZE - USE 2" STONE, OR RECLAIMED OR RECYCLED CONCRETE EQUIVALENT.
2. LENGTH - NOT LESS THAN 50 FEET.
3. THICKNESS - NOT LESS THAN SIX (6) INCHES.
4. WIDTH - TWELVE (12) FOOT MINIMUM, BUT NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS. TWENTY-FOUR (24) FEET MINIMUM IF SINGLE ENTRANCE TO SITE OCCURS.
5. FILTER CLOTH - WILL BE PLACED OVER THE ENTIRE AREA PRIOR TO PLACING OF STONE.
6. SURFACE WATER - ALL SURFACE WATER FLOWING OR DIVERTED TOWARD CONSTRUCTION ENTRANCES SHALL BE PIPED ACROSS ENTRANCE. IF PIPING IS IMPRACTICAL, A MOUNTABLE BERM WITH 5:1 SLOPES WILL BE PERMITTED.
7. MAINTENANCE - THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO THE PUBLIC RIGHT OF WAY. ALL SEDIMENT SPILLED, DROPPED, WASHED OR TRACKED ONTO THE PUBLIC RIGHT OF WAY MUST BE REMOVED IMMEDIATELY.
8. WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH STONE AND WHICH DRAINS INTO AN APPROVED SEDIMENT TRAPPING DEVICE.
9. PERIODIC INSPECTION AND NEEDED MAINTENANCE SHALL BE PROVIDED AFTER EACH RAIN PERIOD.



PLAN VIEW

STABILIZED CONSTRUCTION ENTRANCE

S3.1 NOT TO SCALE



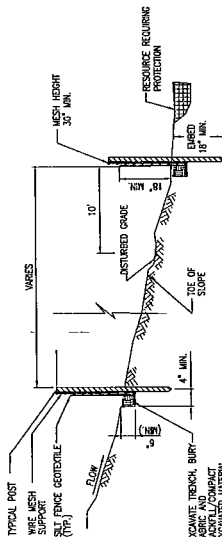
CATCH BASIN INSERT NOTES

1. THE INSERT SHALL BE SECURELY ANCHORED IN PLACE WITH NO INSERT MATERIAL EXPOSED OUTSIDE OF THE CATCH BASIN FRAME.
2. INSERT SHALL FIT THE CATCH BASIN IN A MANNER THAT NO STORM WATER FLOW SHALL BYPASS THE INSERT FILTER MEDIA.
3. CATCH BASIN INSERT SHALL BE ABLE TO INTERCEPT COARSE AND FINE SEDIMENT FROM INCOMING STORM WATER.
4. TEMPORARY CATCH BASIN INSERTS SHALL BE INSTALLED IN ALL CATCH BASINS WHICH WILL RECEIVE STORM RUNOFF FROM CONSTRUCTION OPERATIONS.
5. CATCH BASIN INSERTS SHALL BE REMOVED IMMEDIATELY AFTER CONSTRUCTION NO LONGER FUNCTION AS DESIGNED.

TEMPORARY CATCH BASIN INSERT

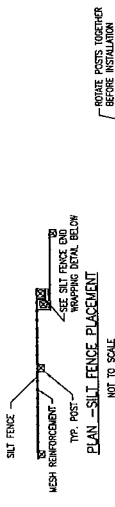
S3.1 NOT TO SCALE

PROVIDE SEDIMENT CONTROL MEASURES ALONG ELLICOTT CREEK, WITHIN CONSTRUCTION LIMITS



SILT FENCE

NOT TO SCALE

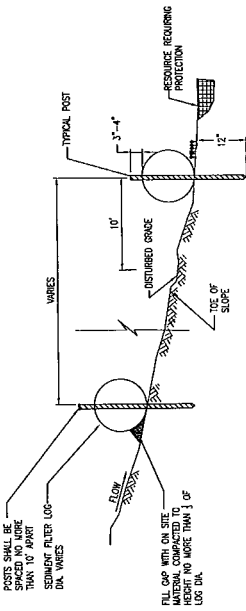


PLAN - SILT FENCE PLACEMENT

NOT TO SCALE

SILT FENCE END WRAPPING DETAIL

NOT TO SCALE



APPLICATION NOTES - SILT FENCE AND SEDIMENT CONTROL LOS

1. THE PRIMARY PURPOSE OF A SILT FENCE OR A SEDIMENT CONTROL LOS IS TO INTERCEPT SEDIMENT LAUNCH RUNOFF BY IMPAIRING WATER BEHIND THE FENCE OR LOS SO THAT SEDIMENT FALLS OUT OF SUSPENSION.
2. IDENTIFY ON-SITE AND OFF-SITE RESOURCES THAT NEED TO BE PROTECTED USING THE SILT FENCE OR SEDIMENT CONTROL LOS (WETLANDS, WATERWAYS OR ENVIRONMENTALLY SENSITIVE AREAS). SILT FENCE OR SEDIMENT FILTER LOS ARE THE FIRST LINE OF DEFENSE FOR PROTECTING THESE RESOURCES. SUCH AS AILCH AND/OR FOLDED DRAINAGE CONTROL FABRIC.
3. SILT FENCE OR SEDIMENT FILTER LOS SHALL NOT BE USED IN OR NEAR A FLOWING WATERWAY OR IN A LOCATION WHERE THEY COULD BE OVERWHELMED BY A FLOODING EVENT. SILT FENCE OR SEDIMENT FILTER LOS SHALL BE USED IN A LOCATION WHERE THEY CAN BE MAINTAINED AS A PERMANENT CONTROL, TO DEFINE PROPERTY LINES, OR TO DELINEATE A RESOURCE.

SEDIMENT FILTER LOG

S3.1 NOT TO SCALE

SCHEDULE B
Easement

Attachment: TOAStormSewerWorkPermit.Dash-08012023110743 (RES-2023-664 : Town of Amherst Storm Sewer Work Permit (CRS #4247))

AMENDMENT TO TOWN OF AMHERST EASEMENT

This Agreement made the _____ day of _____, 2023, by and between **JOSEPH P. DASH and EILEEN P. DASH** with a mailing address at 30 Indian Trail Road, Amherst, New York 14221, the parties of the first part, and **TOWN OF AMHERST**, a municipal corporation of the State of New York having its principal offices in the Amherst Municipal Building, 5583 Main Street, Williamsville, New York 14221, party of the second part.

WITNESSETH:

WHEREAS, parties of the first part are the owners of the premises previously known as 20 Indian Trail, Amherst, New York described on Exhibit A attached hereto and made a part hereof.

WHEREAS, predecessors in title to 20 Indian Trail Road, John D. Lyons and Kathleen Lyons granted an easement for a storm sewer to party of the second party by Easement dated April 25, 1975 and recorded in the Erie County Clerk's Office on June 5, 1975 in Liber 8285 of Deeds at Page 139.

WHEREAS, parties of the first part and party of the second part have agreed that parties of the first part shall relocate the storm sewer and the aforesaid easement.

WHEREAS, parties of the first part and party of the second part wish to amend the location and legal description of the storm sewer.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) paid by the party of the second part, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

FIRST. The parties of the first part hereby grant unto the party of the second part the permanent right and easement to construct, operate, maintain, repair and extend the storm sewer, upon, under and across the real property of the parties of the first part described on Exhibit B attached hereto and made a part hereof.

SECOND. Party of the second part releases the northerly 10 feet of the premises described on Exhibit A.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals and the party of the second part has caused this Amendment to Town of Amherst Easement to be executed by its duly authorized officer on the day and year first above written.

Joseph P. Dash

Eileen P. Dash

TOWN OF AMHERST

By: _____
Brian J. Kulpa, Supervisor

[Acknowledgement Page Follows]

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

On the _____ day of _____, in the year 2023, before me, the undersigned, personally appeared **JOSEPH P. DASH**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

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

On the _____ day of _____, in the year 2023, before me, the undersigned, personally appeared **EILEEN P. DASH**, 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 she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

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

On the _____ day of _____, in the year 2023, before me, the undersigned, personally appeared **BRIAN J. KULPA**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

 Notary Public

SCHEDULE A

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Amherst, County of Erie and State of New York, being part of Lot No. 60, Township 12, Range 7 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at the point 289.60 feet northeast of the intersection of the North line of Sheridan Drive and the center line of Indian Trail Road, as measured along the center line of Indian Trail Road, which said point of beginning is the southeast corner of lands conveyed to Ella J. Ewing by deed recorded in the Erie County Clerk's Office in Liber 1575 of Deeds at page 631; thence westerly along the southern line of Ewing, 190 feet to a point; thence southeasterly on a line parallel with Indian Trail Road, 75 feet to a point; thence easterly on a line parallel to the south line of Ewing as recorded in the Erie County Clerk's Office in Liber 1575 of deeds at page 631, 190 feet to the centerline of Indian Trail Road; thence northwesterly along the center line of Indian Trail Road, 75 feet to the point or place of beginning.

RJMCONT-01

ATHOMAS



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 7/21/2023

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

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

PRODUCER License # 1009544 Lawley Construction Solutions 361 Delaware Avenue Buffalo, NY 14202	CONTACT Rachel Judasz PHONE (A/C, No, Ext): (716) 849-8628 FAX (A/C, No): (716) 849-8291 E-MAIL ADDRESS: rjudasz@lawleyinsurance.com														
INSURED RJM Contracting & Plumbing, Inc 3002 Sunset Drive Grand Island, NY 14072	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Merchants Mutual Insurance Company</td> <td>23329</td> </tr> <tr> <td>INSURER B : Merchants Preferred Ins Co</td> <td>12901</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Merchants Mutual Insurance Company	23329	INSURER B : Merchants Preferred Ins Co	12901	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B : Merchants Preferred Ins Co	12901														
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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		BOP106059	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		CAPI077439	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		CUP9151375	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCAI037855	5/22/2023	5/22/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Joseph P. Dash and Eileen P. Dash

Additional Insured and Waiver of Subrogation coverage shown above and marked with an X. Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

CERTIFICATE HOLDER

CANCELLATION

Town of Amherst 5583 Main Street Williamsville, NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

ACORD 25 (2016/03)

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Lawley Construction Solutions		License # 1009544	NAMED INSURED RJM Contracting & Plumbing, Inc 3002 Sunset Drive Grand Island, NY 14072
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

When required by written, executed contract, the following endorsements apply:

General Liability:

MU8530 (11/11) - Additional Insureds - By Contract, Agreement or Permit - Completed Operations

MU8277 (11/11) - Additional Insureds - By Contract, Agreement or Permit

MU8277 (11/11) - Primary Non-Contributory

MU8977 (06/14) - Blanket Waiver of Subrogation

MU8555 (07/15) - Contractors Plus Endorsement

Auto:

MU8389 (07/18) - Merchants Commercial Automobile - Broad Form Endorsement

Umbrella:

CU2403 (09/00) - Blanket Waiver of Subrogation

MU9235 (11/18) - Primary Non-Contributory

Worker's Compensation:

WC000313 (04/84) - Waiver of Our Right to Recover From Others Endorsement

MERCHANTS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION II - LIABILITY is revised as follows:

The following is added to paragraph C. **Who Is An Insured:**

3. Additional Insureds By Contract, Agreement Or Permit

- a. Any person or organization, when you and such person or organization have agreed in writing in a contract, agreement or permit that was signed and executed prior to the "bodily injury", "property damage" or "personal and advertising injury", that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured. A person's or organization's status as an additional insured ends when your operations for that additional insured are completed; or
 - (3) Your acts or omissions or the acts or omissions of those acting on your behalf in connection with premises owned by or rented to you.
- b. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
"Bodily injury", "property damage" or "personal and advertising injury" occurring after:
 - (a.) All work, including materials, parts or equipment furnished in connection with such work, on or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (b.) That portion of "your work", out of which the injury or damage arises, has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- c. This insurance is primary if that is required by the contract, agreement or permit.
- d. This insurance is non-contributory if that is required by the contract, agreement or permit.

MERCHANTS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - BY CONTRACT, AGREEMENT OR PERMIT -
COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SECTION II - LIABILITY is revised as follows:

The following is added to paragraph **C. Who Is An Insured**:

3. Additional Insureds By Contract, Agreement Or Permit

- a. Any person or organization, when you and such person or organization have agreed in writing in a contract, agreement or permit that was signed and executed prior to the "bodily injury", "property damage" or "personal and advertising injury", that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - (1) Your acts or omissions; or
 - (2) The acts or omissions of those acting on your behalf;
in the performance of "your work" performed for that additional insured and included in the "Products - Completed Operations Hazard".
- b. This insurance is primary if that is required by the contract, agreement or permit.
- c. This insurance is non-contributory if that is required by the contract, agreement or permit.

MERCHANTS MUTUAL INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. The following wording is added to:

1. **BUSINESSOWNERS COVERAGE FORM, SECTION III – COMMON POLICY CONDITIONS, Paragraph K. 2. Transfer Of Rights Of Recovery Against Others To Us:**
2. **COMMERCIAL GENERAL LIABILITY COVERAGE FORM, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have against any person or organization, with whom you have a written contract that requires such waiver, because of payments we make for "bodily injury", "property damage", or "personal and advertising injury", arising out of your ongoing operations, operations performed by or on your behalf, or "your work" included in the "products-completed operations hazard", when you have assumed liability for such "bodily injury", "property damage", or "personal and advertising injury" under an "insured contract". The "bodily injury", "property damage", or "personal and advertising injury" must arise out of the activities under the written contract with that person or organization.

However, our rights may only be waived when you and such person or organization have agreed by a written contract, permit or agreement signed by both parties that is executed and in effect prior to the "occurrence" or offense giving rise to the "bodily injury", "property damage", or "personal and advertising injury" for which we have made payments.

B. All other provisions of the policy remain unchanged.



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) RJM Contracting & Plumbing, Inc 3002 Sunset Drive Grand Island, NY 14072 <i>Work Location of Insured (Only required if coverage is specifically limited to certain location in New York State, i.e. a Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 716-525-5377 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 46-1000899
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Merchants Mutual Ins Co 3b. Policy Number of entity listed in box "1a": WCAI037855 3c. Policy effective period: 5/22/2023 to 05/22/2024 3d. The Proprietor, Partners or Executive Officers are: <input type="checkbox"/> included (Only check box if all partners/officers included) <input checked="" type="checkbox"/> 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: William Lawley Jr.
 (Print name of authorized representative or licensed agent of insurance carrier)

Approved By: 07/21/23
 (Signature) (Date)

Title: Managing Partner

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

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

Workers' Compensation Law**Section 57. Restriction on issue of permits and the entering contracts unless compensation is secured.**

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

C-105.2 (9-17) REVERSE



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

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>RJM Contracting & Plumbing Inc. 3002 Sunset Drive Grand Island, NY 14072</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured</p> <p>(716) 525-5377</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number</p> <p>46-1000899</p> <p>3a. Name of Insurance Carrier</p> <p>Standard Security Life</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>R63140-000</p> <p>3c. Policy effective period</p> <p>01/01/2023 to 01/01/2024</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Town of Amherst 5583 Main Street Williamsville, NY 14221</p>	

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 07/21/2023 By
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (716) 849-8618 Name and Title William Lawley, Jr., Principal

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 mailed 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 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)



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of NYS disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27826

RESOLUTION 2023-665

Settlement of Litigation Matters - NYCM Aso A. Nguyen, L. Nguyen, L. Do

AGENDA ITEM : AUGUST 7TH, 2023

TO: Town Board

FROM: Marty A. Polowy, Esq., Town Attorney

DATE: August 2, 2023

RE: Settlement of Litigation Matters
 NYCM a.s.o. Andy Thang Q. Nguyen v. Town of Amherst, et al.
 NYCM a.s.o. Ly Thao Do v. Town of Amherst, et al.
 NYCM a.s.o. Livia Nguyen v. Town of Amherst, et al.

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

WHEREAS, the Town Board authorizes settlement of the above matters in the amount of \$28,109.42, said amount representing full and final settlement; and

BE IT RESOLVED, that the Town Supervisor is authorized to execute any and all necessary documents to effectuate the settlement; and

BE IT FURTHER RESOLVED, that the Town's defense counsel is also authorized to execute any and all necessary documents to effectuate settlement.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : August 7, 2023**)

FINANCIAL IMPACT:

Settlement - \$28,109.42 - P1915.4110



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Town Attorney
 Initiated by: **Martin A. Polowy**
 Co-Sponsored by:

DOC ID: 27827

RESOLUTION 2023-666

Settlement of Litigation Matter - Ly Thao Do V. TOA, Et Al.

AGENDA ITEM : AUGUST 7TH, 2023

TO: Town Board

FROM: Marty A. Polowy, Esq., Town Attorney

DATE: August 1, 2023

RE: Settlement of Litigation Matter
 Ly Thao Do v. Town of Amherst, et al.

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

WHEREAS, the Town Board authorizes settlement of the above matter in the amount of \$60,000.00, said amount representing full and final settlement; and

BE IT RESOLVED, that the Town Supervisor is authorized to execute any and all necessary documents to effectuate the settlement; and

BE IT FURTHER RESOLVED, that the Town's defense counsel is also authorized to execute any and all necessary documents to effectuate settlement.

MAP:nmb

c: Tim Koller, Deputy Town Clerk (**Agenda Item : August 7, 2023**)

FINANCIAL IMPACT:

Settlement - \$60,000 - P1915.4110



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Town Attorney
 Initiated by: **Samuel A Alba**
 Co-Sponsored by:

DOC ID: 27811

RESOLUTION 2023-667

Settlement of Article 7 Matter - 425 Centerpointe Corp.; Ciminelli Network V. Town of Amherst

AGENDA ITEM : August 7TH, 2023

TO: Town Board

FROM: Samuel A. Alba, Esq., Senior Deputy Town Attorney

DATE: July 31, 2023

RE: Settlement of Article 7 Matter
 425 Centerpointe Corporate Park, LLC; The Ciminelli Network, LP v.
 Town of Amherst

Kindly adopt a resolution authorizing the following:

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

(2) Authorizing Senior Deputy Town Attorney Samuel A. Alba, Esq. to sign the attached Stipulation of Settlement and Judicial Order as the Attorney for the Respondent, Town of Amherst.

Thank you.

SAA:rms

Attachment

c: Tim Koller, Deputy Town Clerk
 (w/attachment, **Agenda Item : August 7TH, 2023**)
 Emily Murphy, Town Assessor

FINANCIAL IMPACT:

Assessment

At a Motion Term of the Supreme Court held in and for the County of Erie, Buffalo, New York, on the ____ day of _____, 2023.

PRESENT: HON. HENRY NOWAK, J.S.C.
Justice Presiding

STATE OF NEW YORK
SUPREME COURT COUNTY OF ERIE

**425 CENTERPOINTE CORPORATE PARK, LLC; THE
CIMINELLI NETWORK, LP,**

Petitioners,

vs.

**THE ASSESSOR(S) FOR THE TOWN OF AMHERST,
NY, BOARD OF ASSESSMENT REVIEW FOR THE
TOWN OF AMHERST, NY and THE TOWN OF
AMHERST, NY,**

Respondents and the

**WILLIAMSVILLE CENTRAL SCHOOL DISTRICT and
COUNTY OF ERIE,**

Intervenor-Respondents.

**STIPULATION OF
SETTLEMENT AND JUDICIAL
ORDER**

Index Nos.
808432/2022
810259/2021

The Petitioners ("Petitioner") above-named, having duly and timely commenced these proceedings under Article 7 of the Real Property Tax Law to review the assessed value of real property located at 425 Essjay Road and 550-600 Essjay Road in the Town of Amherst, New York (SBL Nos. 69.14-6-4 and 69.18-6-4, respectively) for the assessment years 2021 and 2022, and the Petitioner, having appeared by and through their attorneys at Speno MacLeod, PLLC (Rebecca Speno, Esq., of counsel, the Respondents having appeared by Senior Deputy Town Attorney Sam Alba, Esq.; Intervenor-Respondent Williamsville Central School District, having appeared by its attorneys at Hodgson Russ, LLP (Michael Risan, Esq., of counsel); and Intervenor-Respondent County of Erie having appeared by their counsel at Bengart & Demarco, LLP (James DeMarco, Esq., of counsel); and these Parties, having proposed that these proceedings be settled now as to the parcel located at 550-600 Essjay Road / SBL Number 69.18-6-4 (hereinafter, the "Subject") upon the terms and conditions set forth herein, having previously settled a portion of this proceeding, and thereby finally resolving and settling these matters.

And now, upon the consent of the parties, it is hereby Stipulated, Agreed and:

ORDERED, that original assessment on the Subject for the years at issue was \$2,728,000; and it is further

ORDERED, that for assessment roll year 2021, the assessment on the Subject shall not be changed or reduced and the proceeding for that year shall be discontinued in full; and it is further

ORDERED, that for assessment roll year 2022, the Subject's final maximum full value shall be reduced to \$2,600,000 or an assessment of \$1,924,000; and it is further

ORDERED, that for assessment roll year 2023, the Subject's final maximum full value shall not exceed \$2,600,000 or an assessment of \$1,612,000 at the Town's final 62% equalization rate, and the change to the Town's 2023 final assessment roll shall be made immediately upon service of Notice of Entry; and it is further

ORDERED, there shall be no refunds paid to Petitioner as result of the reduction in the Subject's full value in year 2022 as stated above. Instead, the 2023 final assessment on the Subject shall be \$808,000, in full satisfaction of said refunds; and it is further

ORDERED, that if any tax bill covered by this Partial Stipulation of Settlement and Judicial Order is not calculated (or uncorrected) and based upon the original assessment figures outlined herein, Petitioner shall be entitled to a corrected tax bill, or refunds if Petitioner elects to pay such uncorrected tax bill, as may be necessary based upon the situation and timing involved, without formal application for the same; and it is further

ORDERED, that the officer or officers having the custody of the assessment roll upon which the above-mentioned and taxes levied thereon are entered, should correct the said entries in conformity with this Order; and it is further

ORDERED, that Section 727 of the RPTL shall apply for the assessment years 2024 and 2025 to set a maximum full value for the Subject of \$2,600,000 for each such year, notwithstanding the Town's upcoming revaluation/assessment update; and it is further

ORDERED, that this document shall not be construed as a waiver of Petitioner's right to raise any constitutional claims associated with this action or the parcel at issue; and it is further

ORDERED, that this shall be considered the Parties' entire understanding and agreement between and among them. There shall be no modification of this agreement except by a subsequent writing signed by the authorized representatives of the Parties herein, and "So Ordered" by the Court; and it is further

ORDERED, that the Parties authorize their attorneys to execute this document and to seek the Court's approval and entry of the same, and each signatory below affirms that they have the proper authority to so execute this agreement; and it is further

ORDERED, that if any provision of this document shall be determined to be invalid, illegal, null or void, or unenforceable to any extent, the remainder of this agreement shall remain in effect to the fullest extent of the law; and it is further

ORDERED, that this Court shall retain jurisdiction over this matter for the purposes of enforcing the terms of this agreement; and it is further

ORDERED, that this action shall be discontinued without prejudice upon entry of this agreement. Petitioner shall have the right to seek specific enforcement of the terms of this agreement and to otherwise enforce it by whatever means provided by law; and it is further

ORDERED, that the Consent to this Stipulation of Settlement and Judicial Order below may be signed in counterpart and by electronic signature.

DATED: _____, 2023

Buffalo, New York

HON. HENRY NOWAK, J.S.C. PRESIDING

THE PARTIES CONSENT TO THIS ORDER:

Dated: _____ 2023

SPENO MACLEOD, PLLC

By: _____
Rebecca Speno, Esq.

Attorneys for Petitioner
PO Box 152
Baldwinsville, New York 13027

Dated: _____ 2023

TOWN OF AMHERST

By: _____
Samuel Alba, Esq.

Michael J.

Wil

Senior Deputy Town Attorney
Town of Amherst - 5583 Main Street
Williamsville, New York 14221

Dated: _____ 2023

BENGART & DEMARCO, LLP

By: _____
James DeMarco, Esq.

Attorneys for the County
2655 Sheridan Drive
Tonawanda, New York 14150

Dated: _____ 2023

HODGSON RUSS, LLP

By: _____
Michael Risman, Esq.

Attorney for the School District
140 Pearl St, Suite 100
Buffalo, New York 14202

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 27791

RESOLUTION 2023-668


Authorization for Pre-Payment to DXO Communications of Buffalo, Inc.


We are requesting approval for and directive to the Comptroller for pre-payment to DXO Communications of Buffalo, Inc. for the mailing of the 2023 School Tax Bills (\$15,147.00) and for the 2023 School Tax Receipts (\$12,903.00).

FINANCIAL IMPACT:

\$15,147.00 Postage for the mailing of the 2023 School Tax Bills from A 1410 4020

\$12,903.00 Postage for the mailing of the 2023 School Tax Receipts from A1410 4020

Invoice #	B41292pstg	Customer:	Town of Amherst Town Clerks Office 5583 Main St Amherst NY	14221
Invoice Date:	20-Jul-23			
Postage				
Quantity	Services	Rate Per Pc	Amount	
27,000	Postage Invoice First-Class Postage for 2023 School Tax Bills  <i>Checks made payable to:</i> DXO Communications of Buffalo <i>Send remittance to:</i> DXO Communications of Buffalo 4444 Broadway Ste 2 Depew NY 14043	\$ 0.561	\$ 15,147.00	
		Balance Due	\$ 15,147.00	

Invoice #		B41293pstg		Customer:		Town of Amherst Town Clerks Office 5583 Main St Amherst NY		14221
Invoice Date:		20-Jul-23						
Postage								
Quantity		Services				Rate Per Pc		Amount
23,000		Postage Invoice				\$ 0.561		\$ 12,903.00
		First-Class Postage for 2023 School Tax Bill Receipts						
								
		Checks made payable to: DXO Communications of Buffalo						
		Send remittance to: DXO Communications of Buffalo 4444 Broadway Ste 2 Depew NY 14043						
						Balance Due		\$ 12,903.00

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Town Clerk
Initiated by: **Francina J. Spoth**
Co-Sponsored by:

DOC ID: 27790

RESOLUTION 2023-669

Permission for Insert in Tax Bill Mailing CRS #4219

We are requesting that the Town Board authorizes the use of mail inserts as an informational tool, to make taxpayers aware of the various contactless payment methods available. This permission is for the 2023 School Tax Collection.

FINANCIAL IMPACT:

A 1410 4025 \$1,188.00 (approx, based on 27,000)



7/20/2023

Amendment to Bid #2022012-Tax Bill Processing

Town of Amherst School Tax Bills 2023

Added component(s): Buck Slip Printing and Inserting

27,000 qty

Services:**DXO Communications will print (per client specifications) and insert into tax bill mailing a client-mandated Buck Slip.**

Buck Slip Insert Fee:	\$ 0.010 per unit cost-\$270.00 total cost
Buck Slip Print Fee:	\$ 0.034 per unit cost-\$918.00 total cost

TOTAL AMENDMENT COST (2) COMPONENTS: \$1,188.00

Submitted by:

Daniel Bailey
 DXO Communications of Buffalo, Inc.
 716-400-6006

A handwritten signature in cursive script that reads "Daniel F. Bailey".

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: 08/07/23 03:00 PM
 Department: Town Clerk
 Initiated by: **Timothy Koller**
 Co-Sponsored by:

DOC ID: 27787

RESOLUTION 2023-670

Amusement License - the ARC Erie County

Request by The ARC Erie County for a First Class Amusement License to hold an event at 6850 Main St. on Thursday, September 21st, 2023 from 4:30pm - 8:30pm.

Supervising Code Enforcement Officer recommends a fee of \$50.00

The following conditions apply:

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

FINANCIAL IMPACT:

Income for the town



TOWN OF AMHERST

BUILDING DEPARTMENT

INTER-DEPARTMENTAL CORRESPONDENCE

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221

PHONE: (716) 631-7080

FAX: (716) 631-7192

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

Agenda Item

DATE: July 20, 2023

TO: Town Board

FROM: Douglas Gesel, Supervising Code Enforcement Officer

RE: Amusement License for 30 Wilson Rd, The ARC Erie County

In response to the Amusement License Application dated July 19, 2023 from Jessica Trainor,

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

With the event being on September 21, 2023 from 4:30 pm until 8:30pm in the parking lot and on the grounds of the address noted above, I would recommend a fee of \$50.00.

I would recommend that the following conditions be stated:

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

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

Douglas Gesel, Supervising Code Enforcement Officer

cc: Fran Spoth, Town Clerk, Mark Berke P.E. Commissioner of Building, Bryan Parnell, Senior Fire Inspector

Attachment: The ARC Erie County (RES-2023-670 : Amusement License - the ARC Erie County)



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

(p) (716) 631-7140

(f) (716) 631-7192

bparnell@amherst.ny.us

amherst.ny.us/firesafety

Memorandum

Date: 7/20/2023

From: Bryan W. Parnell

Sr. Fire Inspector

To: Doug Gesel

Re: Amusement License, 30 Wilson Rd

1. Crowds over 1000 people are required to have certified crowd managers as per the IFC 2020.
2. Use of food trucks must be licensed with the Town of Amherst.
https://www.amherst.ny.us/pdf/building/lrc/230606_lrc_mobilefoodvendor.pdf
3. Emergency access and Fire Lanes must be maintained at all times.
4. Tents over 400 sq. feet will require a fire prevention permit from the Fire Inspectors office.
5. Fire extinguishers are required throughout.
6. Use of temporary power and or generators must be safe and code compliant.

Attachment: The ARC Erie County (RES-2023-670 : Amusement License - the ARC Erie County)

Brownson, Ashley

From: Scott Chamberlin
Sent: Thursday, July 20, 2023 12:08 PM
To: Brownson, Ashley
Subject: Re: Amusement License- The ARC

CAUTION: This email originated from outside of the organization.

Please do not click links or open attachments unless you recognize the sender and know the content is safe.

Ok, that's fine.

Regards,

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



On Thu, Jul 20, 2023 at 10:19 AM Brownson, Ashley <abrownson@amherst.ny.us> wrote:

Chief Chamberlin,

There will be alcohol, they have a liquor permit, and there will be a security group on site verifying ID's before entry to the event.

Ashley

From: Scott Chamberlin
Sent: Wednesday, July 19, 2023 1:15 PM
To: Brownson, Ashley <abrownson@amherst.ny.us>
Subject: Re: Amusement License- The ARC

CAUTION: This email originated from outside of the organization.

Please do not click links or open attachments unless you recognize the sender and know the content is safe.

It's not clear if this is an event that involves alcohol. If there is no alcohol, we have no issue with this. If there is alcohol, we would want to know the plans for verifying ID and keeping underage persons away from those being served.

Regards,

Attachment: The ARC Erie County (RES-2023-670 : Amusement License - the ARC Erie County)

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

[Image removed by sender.][Image removed by sender.]

On Wed, Jul 19, 2023 at 1:09 PM Brownson, Ashley
<abrownson@amherst.ny.us<mailto:abrownson@amherst.ny.us>> wrote:

Good Afternoon,

Please see the attachment from Jessica Trainor, The Arc Erie County, to hold an event at 30 Wilson Rd. The event will be held on September 21, 2023.

Please review and send any written comments back to me as soon as possible so we can place this on the earliest Town Board Agenda. Thank you for your cooperation.

Thank you,
Ashley Brownson

Attachment: The ARC Erie County (RES-2023-670 : Amusement License - the ARC Erie County)

Town of Amherst

Amusement License Application

All amusement license applications must be submitted at least three (3) weeks prior to event

Resident / Organization: The Arc Erie County

Event Address: 30 Wilson Rd, Williamsville NY 14221

Describe Event: Rundraiser - tasting event

List All Dates: September 21st, 2023
Day / Month / Year & Day of Week

Time (Starting & Ending): 430 - 830

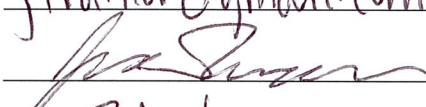
Please supply a site plan with designated area for the event with your application

Name of Organizer: Jessica Trainor

Address: 30 Wilson Rd, Williamsville NY 14221

Phone Number: 716-449-9191

Email: jtrainor@gmail.com

Signature of Organizer: 

Date of Application: 7/19/2023

For Office Use Only:

☐ Submitted to Police & Building Dept

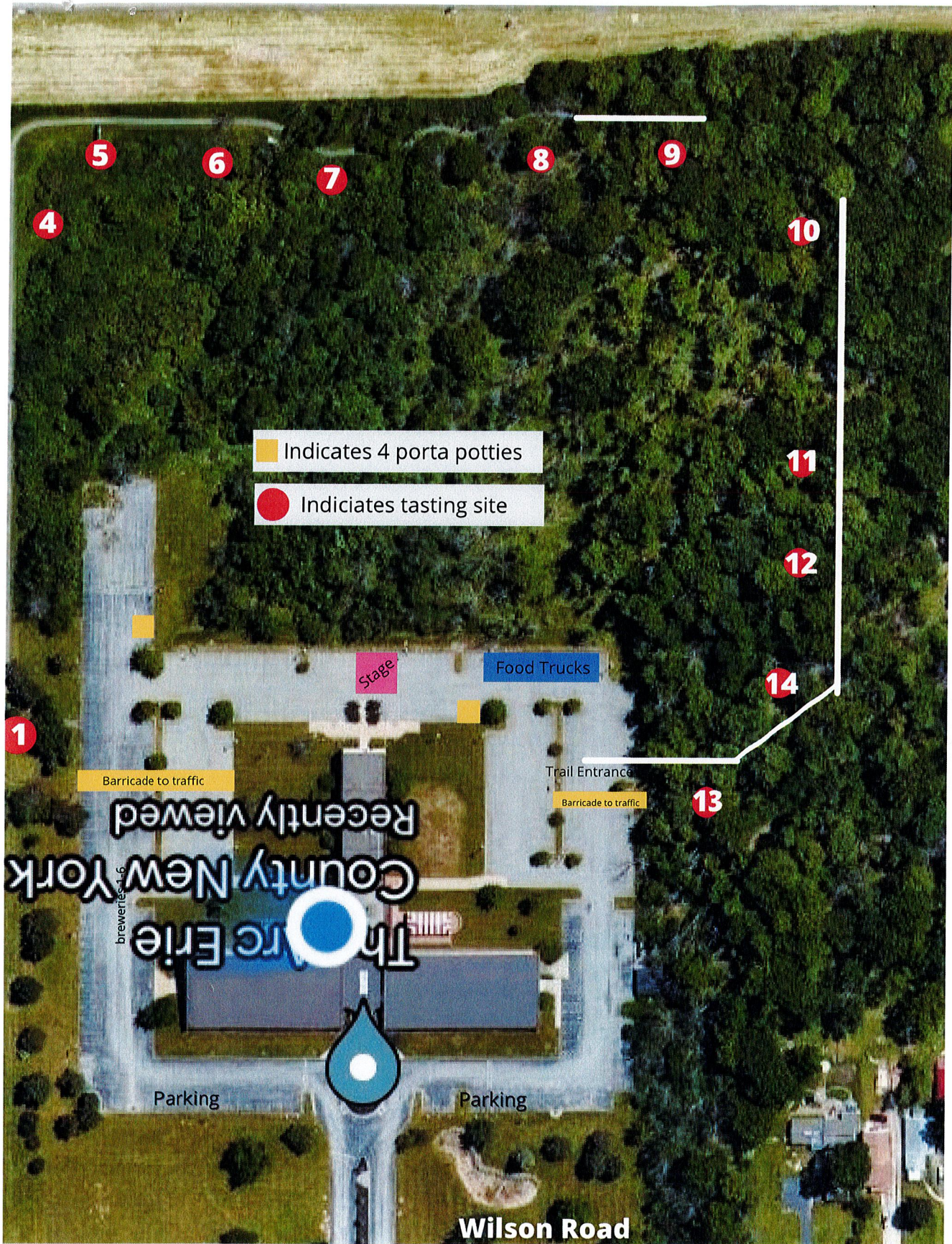
☐ Fee determined by Town Board

☐ Business or Resident Notified

☐ Payment received

☐ License issued and mailed out

Attachment: The ARC Erie County (RES-2023-670 : Amusement License - the ARC Erie County)



Request by The ARC Erie County for a First Class Amusement License to hold an event at 6850 Main St. on Thursday, September 21st, 2023 from 4:30pm – 8:30pm.

Supervising Code Enforcement Officer recommends a fee of \$50.00

The following conditions apply:

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2. That all fire lanes be kept clear at all times.
3. For any tents in excess of 400 square feet being used, a fire prevention tent permit must be obtained from the fire inspector's office.
4. All temporary power and/or generators must be safe and code compliant.
5. Bathroom facility must be made available & accessible.
6. Fire extinguishers are required throughout.
7. On site accessible parking must be maintained.
8. Vehicle impact protection must be provided for guest area.
9. Fire Department access must be maintained at all times in the event of an emergency.
10. Events with 1,000 guests or more will be require "Crowd Managers "that are in compliance with Chapter 4 of the 2020 FCNYS.
11. The applicant must abide by Chapter 138 of the Town Of Amherst Code regarding noise.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Comptroller
 Initiated by: **Daryl Bramer**
 Co-Sponsored by:

DOC ID: 27835

RESOLUTION 2023-671

Budget Transfers and Amendments

For August 7, 2023 Town Board Agenda

To: Town Board
 From: Office of Town Comptroller
 Date: 8/2/2023
 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 - 2023

FROM:

KP2136.4972 WPCF Bldg- Construction \$121,000.00
Requested per department.

A1990.4000 Contingency \$10,000.00
To transfers funds to cover budget shortage.

N2052.4000 Acq. Rehab New Const. \$100,000.00
Requested per department.

N2231.4000 Community Policing \$9.96
Requested per department.

A3121.1000 Police - Personal Services \$46,447
 A3121.8030 Police - FICA \$3,553.00
To transfer funds from Personal Services into contractual for legal fees.

TO:

KP2136.2150 Bldg. Improv & Equip \$121,000.00

A1622.4380 Libraries - M&S Building \$10,000.00

N2050.4000 HOME Housing Rehab \$100,000.00

N2221.4000 CDBG Housing Rehab \$9.96

A3120.4110 Contractual \$50,000.00

BUDGET AMENDMENTS - 2023

INCREASE:

N2240.02785 AMH Home - PI \$6,801.81
 N2254.02785 Amherst Home Admin- PI \$755.76
To recognize Community Development program income from 13 Castle, Amherst.

N2240.02785 AMH Home - PI \$18,644.04
 N2254.02785 Amherst Home Admin- PI \$2,071.56
To recognize Community Development program income from 387 Frankhauser, Amherst.

A7260.05001 NWACC - Refund of C/Y Exp. \$25,234.99

A6773.05001 Nutrition - Refund of C/Y Exp. \$12,664.81

INCREASE:

N2240.4000 Contractual \$6,801.81
 N2254.4003 10 % Admin \$755.76

N2240.4000 Contractual \$18,644.04
 N2254.4003 10 % Admin \$2,071.56

A7260.1000 Personal Services \$15,548.04
 A7260.8030 FICA \$1,091.45
 A7260.4050 Mileage \$149.36
 A7260.8010 Retirement \$2,042.55
 A7260.8050 Health Insurance \$6,112.77
 A7260.8051 Dental \$264.00
 A7260.8052 Vision \$26.82
 A6773.1000 Personal Services \$9,775.18
 A6773.8030 FICA \$734.48

	A6773.8010 Retirement \$1,284.17
	A6773.8050 Health Insurance \$829.80
	A6773.8051 Dental \$37.00
	A6773.8051 Vision \$4.18
A6776.05001 SOS - Refund of C/Y Exp. \$2,196.25	A6776.1000 Personal Services \$1,818.28
	A6776.8030 FICA \$139.10
	A6776.8010 Retirement \$238.87

To recognize refund of current year expense from CDBG funding for Northwest Amherst Community Center, Senior Center Nutrition, and Senior Outreach Services for the 2nd quarter 2023.

KP2332.05710 Senior Center Carpet \$50,210.00	KP2332.4972 Construction \$49,960.00
	KP2332.4970 Legal / Bond Exp. \$250.00

To record budget amendment from KP2331 Senior Center HVAC upgrades to KP2332 Senior Center Carpet Replacement.

N2223.02785 CDBG & Vg. - PI \$4,584.00	N2223.4000 Contractual \$4,584.00
N2225.02785 CDBG Admin. \$1,146.00	N2225.1000 Personal Services \$1,064.56
	N2225.8030 FICA \$81.44

To recognize Community Development program income from 145 Donna Lea, Amherst.

DECREASE:**DECREASE:**

KP2331.05710 Senior Center HVAC \$50,210.00	KP2331.4972 Construction Exp. \$49,960.00
	KP2331.4970 Legal / Bond Exp. \$250.00

To record budget amendment to KP2332 Senior Center Carpet Replacement from KP2331 Senior Center HVAC.

FINANCIAL IMPACT:

See Descriptions.

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Contract Compliance
Initiated by: **Lynda Juul**
Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27703

RESOLUTION 2023-672

Award Bid #2023024 Demolition of 160 Campus Drive - CRS #4246

WHEREAS, the Contract Compliance and Administration Department received bids on June 22, 2023 for the Demolition of 160 Campus Drive; and

WHEREAS, the bid process resulted in responses from five (5) vendors, as per the attached bid analysis form; and

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Geiter Done of WNY Inc.; and

BE IT FURTHER RESOLVED, the Building Department is requesting permission to utilize the Distressed Property Trust Fund account T4019-4002 in the amount of \$32,000.00; and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with Geiter Done of WNY Inc.; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the Contract Routing System due to the fact that the bid is only firm and irrevocable for 45 days.

FINANCIAL IMPACT:

T4019-4002; \$32,000.00

Bid #2023024 Demolition of 160 Campus Drive								
Low Bidder				Atlantic Contracting Partners	Durable Demolition	Regional Environmental	Geiter Done	Empire Building Diagnostics
			Vendor Name:					
Item #	QTY	U/M		Total Price	Total Price	Total Price	Total Price	Total Price
1	1	JOB	Controlled Demolition of 160 Campus Drive as per bid specifications	\$47,109.00	\$31,385.00	\$42,000.00	\$32,000.00	\$39,930.00
NOTES:								
Bid is being awarded to the second low bidder as the low bid was unable to provide the required insurance.								



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**
 Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27792

RESOLUTION 2023-673

Award Bid #2023026 Adulticides and Pesticides - CRS #4196, 4197, 4228, 4231, 4235 & 4239

WHEREAS, bids were received by the Contract Compliance & Administration Department on June 22, 2022 for Bid #2023026 Adulticides and Pesticides; and

WHEREAS, six (6) vendors submitted bids, as per the attached bid tabulation form;

NOW, THEREFORE, BE IT RESOLVED, that bid items be awarded to Clarke Mosquito Control (CRS #4196), Adapco LLC (CRS #4197), Heritage Landscape Supply (CRS #4228), ES OpCo USA LLC dba Vesperis (CRS #4231), Rentokil North America dba Target Specialty Products (CRS #4235), and Summit Chemical (CRS #4239); and

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contracts with the above listed vendors; and

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

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

Bid #2023026 Adulticides and Pesticides				= Low Bidder																	
			Vendor Name:	Unit Price	Pkg. Info	Total	Unit Price	Pkg. Info.	Total	Unit Price	Pkg. Info.	Total	Unit Price	Pkg. Info.	Total	Unit Price	Pkg. Info.	Total	Unit Price	Pkg. Info.	Total
Item #	Quan.	U/M																			
1	20	Gallon	Malathion 5 lb. spray To be supplied in either 1 gallon or 2.5 gal. containers	NO BID	NO BID	NO BID	\$50.88	2.5 Gallon	\$407.04	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
2	2	Case	Altosid (Methoprene) Briquets (R-S)-Methoprene: To be supplied in 400 briquets per case	NO BID	NO BID	NO BID	\$643.48	400/pack	\$1,286.96	NO BID	NO BID	NO BID	\$520.00	400/Case	\$1,040.00	\$520.00	Per Case	\$1,040.00	\$520.00	Case of 400 briquets	\$1,040.00
3	25	Case	Altosid (Methoprene) Briquets (Extended Release) To be supplied in 220 briquets per case	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$818.40	220/Case	\$20,460.00	\$818.40	Per Case	\$20,460.00	\$818.40	Case of 220 briquets	\$20,460.00
4	1	Container	Altosid (Methoprene) Pellets To be supplied in 22 lb. containers	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,215.72	2 Jugs (22 lbs ea) /Case	\$607.86	\$1,215.72	2x22/Case	\$607.86	\$1,215.72	2x22# Case (44# total/Case	\$607.86
5	8	Container	Altosid (Methoprene) Liquid Larvicide To be supplied in 1 gallon containers	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,144.12	4 Gallons/Case	\$2,288.24	\$1,144.12	4 x 1/Case	\$2,288.24	\$286.03	Sold by the case only. 4 Gallons/Case	\$2,288.24
6	110	Case	Bactimos Briquets To be supplied in 100 briquets per case	\$75.00	100 briquets/case	\$8,250.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$97.42	100/Case	\$10,716.20	\$133.00	Case	\$14,630.00	\$98.75	Case of 100 Briquettes	\$10,862.50
7	1	Bag	Aquabac Granules To be supplied in 40 lbs. bags	\$60.00	40# bag	\$60.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$75.99	40# Bag	\$75.99	NO BID	NO BID	NO BID	\$98.50	40# Bag Quoting Brand Summit Bti Granules	\$98.50
8	50	Gallon	Permethrin 10 EC To be supplied in 1 gallon or 2.5 gallon containers	\$50.00	1-gallon jugs	\$2,500.00	\$60.72	1 Gallon	\$3,036.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$190.00	2.5 Gallon	\$9,500.00	\$60.79	Packaged 4 Gallons/Case	\$3,039.50
9	30	Container	Lambda 9.7 CS-Lambda To be supplied in 1 quart bottles	\$70.00	Quart	\$2,100.00	\$68.21	1 Quart	\$2,046.30	\$98.94	6x1 Quart bottles	\$2,968.20	\$66.92	1 Quart Bottle; 6 Bottles/Case	\$2,007.60	NO BID	NO BID	NO BID	\$65.50	Packaged 6 Quarts/Case	\$1,965.00
10	1	Bag	VectoBac G To be supplied in 40 lb. bags	NO BID	NO BID	NO BID	\$107.83	40# bag	\$107.83	\$2.04	40# Bag	\$81.60	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$98.50	40# Bg. Quoting brand Summit Bti Granules	\$98.50
11	1	Container	Vectolex WDG Bacillus sphaericus To be supplied in 1 lb. containers	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,608.96	24x1# case	\$67.04	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
12	75	Container	Aquabac XT Liquid Bacillus To be supplied in 2.5 gallon containers	\$71.85	2.5 gallon container	\$5,388.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$92.25	2 x 2.5 Gallons/Case	\$6,918.75	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
13	1	Case	VectoLex WSP Bacillus To be supplied in cases of 800 water-soluble pouches.	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$749.37	800 WSP/Case	\$749.37	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
14	3	Case	FourStar Briquets Sustained Release To be supplied in 200 briquets per case	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$320.00	Case	\$960.00	NO BID	NO BID	NO BID
15	3	Case	VectoBac DT-Bacillus To be supplied in cases of 400 bottles (50 tablets per bottle)	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$5,150.00	50 Tablets/Bottle 400 Bottles/Case	\$15,450.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
16	2	Case	Four Star Briquets Sustained Release 90 Day To be supplied in 200 briquets per case	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$532.00	Case	\$1,064.00	NO BID	NO BID	NO BID
17	1	Case	FourStar Briquets Sustained Release 180 Day To be supplied in 200 briquets per case	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$828.00	Case	\$828.00	NO BID	NO BID	NO BID
18	3	Case	FourStar Bti Briquets Sustained Release 45 Day To be supplied in 200 briquets per case	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$320.00	Case	\$960.00	NO BID	NO BID	NO BID
19	1	Case	Four Star Bti Briquets Sustained Release 150 Day To be supplied in 200 briquets per case	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$828.00	Case	\$828.00	NO BID	NO BID	NO BID
20	2	Bag	Duplex – G; Bacillus thuringiensis To be supplied in 40 lb. bags	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$622.40	40# Bag	\$1,244.80	\$622.40	Bag	\$1,244.80	\$622.40	40# Bag	\$1,244.80
21	3	Bag	VectoPrime FG-Bacillus thuringiensis To be supplied in 40 lb. bags	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$174.80	\$4.37/# 40# Bag	\$524.40	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
22	30	Container	VectoBac 12AS-Bacillus thuringiensis To be supplied in 2.5 gallon containers	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$194.00	\$38.80/Gal.;\$97.00/Jug;\$194/Case	\$2,910.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
23	2	Case	VectoMax WSP-Bacillus sphaericus To be supplied in cases of 800 water soluble pouches	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	\$1,499.00	800 WSP/Case	\$2,998.00	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
NOTES:																					
Item #4 - all 3 vendors only sell this item by the case. They do not split cases. Cost from all 3 vendors for (1) 22 lb jug is \$607.86, but we would have to purchase (2) 22 lb jug case @ \$1,215.72.																					
Heritage Supply confirmed the correct qty in a pack of item #2 is 400 briquets.																					
Adapco: Item #9 - Cyzmic CS; Item #11 - vendor confirmed they only sell this item in case form - 24 x 1lb containers. They do not split their cases. Cost shows \$67.04 for 1 lb above, but we would need purchase an entire case @ \$1,608.96.																					
Veseris: Item #4 - confirmed their offering for item #4 comes in (2) 22 lb jugs.																					
Clarke Misquito: confirmed correct pricing for item #5 and confirmed pricing provided was correct for item #8.																					
Rentokil: Confirmed pricing for line item #5 is correct.																					



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27828

RESOLUTION 2023-674

Award Bid #2023031 Sodium Hypochlorite - CRS #4248

WHEREAS, the Contract Compliance and Administration Department received bids on July 20, 2023 for Bid #2023031 Sodium Hypochlorite; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with JCI Jones; and

BE IT FURTHER RESOLVED, that approval is pending successful completion of the contract routing system due to the fact that the current contract expires on August 12, 2023.

FINANCIAL IMPACT:

G9916-4820 & G9916-4830; Amount TBD

Bid #2023031 Sodium Hypochlorite											
Low Bidder				Slack Chemical		JCI Jones		Bison Labs		PVS-CDI	
			Vendor Name:								
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	45,000	Gal	Sodium Hypochlorite Solution NaOCl, CAS #7681-52-9 as per bid specifications within this bid document. Six Month Term	\$2.669	\$120,105.00	\$2.15	\$96,750.00	NO BID	NO BID	\$2.90	\$130,500.00
1A	90,000	Gal	Sodium Hypochlorite Solution NaOCl, CAS #7681-52-9 as per bid specifications within this bid document. Twelve Month Term	\$2.869	\$258,210.00	NO BID	NO BID	\$2.30	\$207,000.00	NO BID	NO BID
			No Additional Charges Will Be Allowed								



Amherst Town Board

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Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27829

RESOLUTION 2023-675

Award Bid #2023029 Bulk Liquid Oxygen - CRS #4249

WHEREAS, the Contract Compliance and Administration Department received bids on July 13, 2023 for Bid #2023029 Bulk Liquid Oxygen; and

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

NOW, THEREFORE, BE IT RESOLVED, the Town Board authorizes the Contract Compliance and Administration Department to award this bid to Linde Inc. for a 12-month term, as outlined on the attached bid tabulation form; and

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

BE IT FURTHER RESOLVED, that approval is pending successful completion of the contract routing system due to the fact that the Town is currently without a contract.

FINANCIAL IMPACT:

G9916-4923 & G9916-4960; Amount TBD

[illegible]



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27761

RESOLUTION 2023-676

Award Bid #2023030 Fairbanks Nijhuis Vertical Pump Parts - CRS #4204

WHEREAS, the Contract Compliance and Administration Department received bids on July 13, 2023 for the Fairbanks Nijhuis Vertical Pump Parts; and

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

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

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the contract with PCS Pump and Process, Inc..

FINANCIAL IMPACT:

G9916-4921; Amount TBD

Bid #2023030 Fairbanks Nijhuis Pump Parts				Corrosion Projects & Equipment		PCS Pump and Process	
Low Bidder				Vendor Name:			
Item #	QTY	U/M		Unit Price	Total Price	Unit Price	Total Price
BID ITEM 1 - 14" B5741C Pump Parts							
1	0	EA	Item 1 – Impeller	NO BID	NO BID	\$12,247.31	\$0.00
2	1	EA	Item 4 – Shaft	\$2,624.00	\$2,624.00	\$7,130.13	\$7,130.13
3	0	EA	Item 9 – Bolt, Impeller	NO BID	NO BID	\$32.92	\$0.00
4	0	EA	Item 9A – Washer, Impeller	NO BID	NO BID	\$173.57	\$0.00
5	1	EA	Item 14 – Sleeve, Shaft	\$1,151.00	\$1,151.00	\$1,962.08	\$1,962.08
6	1	EA	Item 16 – Wear Ring, Fronthead	\$1,999.00	\$1,999.00	\$3,884.27	\$3,884.27
7	1	EA	Item 17 – Wear Ring, Impeller	\$1,535.00	\$1,535.00	\$4,108.70	\$4,108.70
8	0	EA	Item 102 - Key, Impeller	NO BID	NO BID	\$718.20	\$0.00
9	1	EA	Item 126 – Deflector, Inner	\$19.00	\$19.00	\$24.94	\$24.94
10	1	EA	Item B126 – Deflector, Outer	\$19.00	\$19.00	\$11.97	\$11.97
11	1	EA	Item 140A – Seal, Outer Grease	\$98.00	\$98.00	\$37.91	\$37.91
12	1	EA	Item 156 - Gasket	\$76.00	\$76.00	\$20.95	\$20.95
13	0	EA	Item 158 – Housing, Thrust Bearing	NO BID	NO BID	\$1,720.69	\$0.00
14	0	EA	Item 159 – Cover, Thrust Bearing Housing	NO BID	NO BID	\$785.03	\$0.00
15	1	EA	Item 159A – Seal, Outer Grease	\$79.00	\$79.00	\$36.91	\$36.91
16	0	EA	Item 161 – Locknut, Bearing	NO BID	NO BID	\$49.88	\$0.00
17	0	EA	Item 162 – Lockwasher, Bearing	NO BID	NO BID	\$19.95	\$0.00
18	1	EA	Item 163 – Bearing, Radial	\$1,366.00	\$1,366.00	\$716.21	\$716.21
19	1	EA	Item 168 – Bearing, Thrust	\$947.00	\$947.00	\$520.70	\$520.70
20	0	EA	Item 202 – Cover, Volute Cleanout	NO BID	NO BID	\$691.27	\$0.00
21	0	EA	Item 203 – Gasket, Cleanout	NO BID	NO BID	\$27.93	\$0.00
22	0	EA	Item A206 – Retainer, Inner Grease	NO BID	NO BID	\$55.86	\$0.00
23	0	EA	Item B206 – Retainer, Inner Grease	NO BID	NO BID	\$30.92	\$0.00
24	0	EA	Item 272 – Key, Coupling	NO BID	NO BID	\$51.87	\$0.00
25	0	EA	Item 290 – Cover Suction Hole	NO BID	NO BID	\$710.22	\$0.00
26	0	EA	Item 291 – Gasket, Hand hole	NO BID	NO BID	\$18.95	\$0.00
27	1	EA	Item 456 – Mechanical Seal (Chesterton 442)	\$4,115.00	\$4,115.00	\$9,734.60	\$9,734.60
TOTAL COST for items 1 through 27					\$14,028.00		\$28,189.37
BID ITEM 2 - 16" B5741C Pump Parts							
28	0	EA	Item 1 – Impeller	NO BID	NO BID	\$16,843.79	\$0.00
29	2	EA	Item 4 – Shaft	\$2,624.00	\$5,248.00	\$7,130.13	\$14,260.26
30	0	EA	Item 9 – Bolt, Impeller	NO BID	NO BID	\$32.92	\$0.00
31	0	EA	Item 9A – Washer, Impeller	NO BID	NO BID	\$173.57	\$0.00
32	2	EA	Item 14 – Sleeve, Shaft	\$1,151.00	\$2,302.00	\$1,962.08	\$3,924.16
33	2	EA	Item 16 – Wear Ring, Fronthead	\$1,998.00	\$3,996.00	\$2,339.14	\$4,678.28
34	2	EA	Item 17 – Wear Ring, Impeller	\$1,631.00	\$3,262.00	\$3,607.96	\$7,215.92
35	0	EA	Item 102 - Key, Impeller	NO BID	NO BID	\$718.20	\$0.00
36	2	EA	Item 126 – Deflector, Inner	\$19.00	\$38.00	\$24.94	\$49.88
37	2	EA	Item B126 – Deflector, Outer	\$19.00	\$38.00	\$11.97	\$23.94
38	2	EA	Item 140A – Seal, Outer Grease	\$98.00	\$196.00	\$37.91	\$75.82
39	2	EA	Item 156 - Gasket	\$76.00	\$152.00	\$20.95	\$41.90
40	0	EA	Item 158 – Housing, Thrust Bearing	NO BID	NO BID	\$1,720.69	\$0.00
41	0	EA	Item 159 – Cover, Thrust Bearing Housing	NO BID	NO BID	\$785.03	\$0.00
42	1	EA	Item 159A – Seal, Outer Grease	\$79.00	\$79.00	\$36.91	\$36.91
43	0	EA	Item 161 – Locknut, Bearing	NO BID	NO BID	\$19.95	\$0.00
44	0	EA	Item 162 – Lockwasher, Bearing	NO BID	NO BID	\$49.88	\$0.00
45	2	EA	Item 163 – Bearing, Radial	\$1,366.00	\$2,732.00	\$716.21	\$1,432.42
46	2	EA	Item 168 – Bearing, Thrust	\$947.00	\$1,894.00	\$520.70	\$1,041.40
47	0	EA	Item 202 – Cover, Volute Cleanout	NO BID	NO BID	\$691.27	\$0.00
48	0	EA	Item 203 – Gasket, Cleanout	NO BID	NO BID	\$27.93	\$0.00
49	0	EA	Item A206 – Retainer, Inner Grease	NO BID	NO BID	\$55.86	\$0.00
50	0	EA	Item B206 – Retainer, Inner Grease	NO BID	NO BID	\$30.92	\$0.00
51	0	EA	Item 272 – Key, Coupling	NO BID	NO BID	\$51.87	\$0.00
52	0	EA	Item 290 – Cover Suction Hole	NO BID	NO BID	\$710.22	\$0.00
53	0	EA	Item 291 – Gasket, Hand hole	NO BID	NO BID	\$27.93	\$0.00
54	1	EA	Item 456 – Mechanical Seal (Chesterton 442)	\$4,115.00	\$4,115.00	\$9,734.60	\$9,734.60
TOTAL COST for items 28 through 54					\$24,052.00		\$42,515.49
TOTAL Cost for items 1 through 54					\$38,080.00		\$70,704.86
NO ADDITIONAL CHARGES WILL BE CONSIDERED							
NOTES:							
Corrosion Products & Equipment: Item #27 - note was added 3.25" RSC/RSC EP; Item #54 - note was added 3.25" RSC/RSC EP							
Corrosion Products & Equipment - did not bid OEM parts. Bid was disqualified.							
PCS Pump and Process: Item #33 calculation should be \$4,678.28 and not \$4,678.80.							



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27756

RESOLUTION 2023-677

Extend Bid #2021027 Vehicle Lift Inspection, Service & Replacement - CRS #4200

WHEREAS, Filtrec Corporation has agreed to extend the contract for Bid #2021027 Vehicle Lift Inspection, Service & Replacement, with a rate increase that corresponds to the increase in prevailing wage rates, as per the terms of the original bid; and

WHEREAS, the Contract Compliance and Administration Dept. recommends extending the contract according to those terms;

NOW, THEREFORE, BE IT RESOLVED, the Town Board approves a two-year extension of the contract with Filtrec Corporation for the period August 23, 2023 through August 22, 2025; and

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

FINANCIAL IMPACT:

Town Wide - Various - TBD

**TOWN OF
AMHERST**
Erie County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032



**DEPUTY
SUPERVISOR/COUNCILMEMBER**
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Jacqueline Berger
Shawn Lavin
Michael Szukala

EXTENSION AGREEMENT

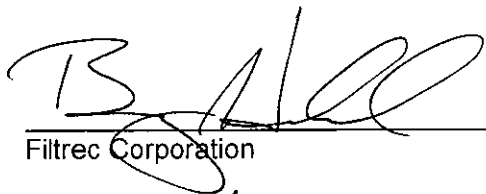
Filtrec Corporation agrees to extend the current contract with the Town of Amherst for Bid #2021027 (Original CRS #2828) for Vehicle Lift Inspection, Service & Replacement for an additional two-year term. The contract will shall be dated from August 23, 2023 through August 22, 2025.

Prevailing wage rates have increased by 7.76%. New labor rates will be as follows:

Old Inspection Rate: \$140.00	New Inspection Rate \$150.86
Old Service Rate: \$130.00	New Service Rate: \$140.09

Parts pricing discounts shall remain the same.

SIGNED:



Filtrec Corporation

DATED

7/11/2023

Brian J. Kulpa, Supervisor
Town of Amherst

DATED

Attachment: Filtrec signed ea (RES-2023-677 : Extend Bid #2021027 Vehicle Lift Inspection, Service & Replacement - CRS #4200)



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27789

RESOLUTION 2023-678

Amendment to Bid #2016050 Town Wide Fire Alarm Inspection Service - CRS #4221

WHEREAS, Bid #20016050 for Town Wide Fire Alarm Inspection Service was awarded to Kepco Alarm, Inc. on November 1, 2016 by Town Board resolution 2016-1212; and

WHEREAS, the Contract Compliance and Administration Department is requesting approval of an amendment to the Town Wide Fire Alarm Inspection Service contract to add service for the Police Training Facility, 4220 Bailey Ave., Amherst, NY 14226;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Town Wide Fire Alarm Inspection Service contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the amendment with Kepco Alarm, Inc.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

KEPCO ALARM, INC.

*P.O. Box 21
Lancaster, New York 14086
Phone 716- 626-1131*

Addendum to the Town of Amherst Maintenance and Service Contract Effective July 24, 2023.

Amherst Police Bailey Training Center. 4220 Bailey Ave Amherst N.Y. 14226

1. Kepco Alarm Inc. shall provide Annual Fire Inspection and service work on the Fire system at the above address.

a. Fire inspection 250.00 dollars per inspection And Labor charge is 69.00 per hour.

Agreed to and Accepted by:

Kepco Alarm

By: _____

Signature

Michael Koeppe

Printed name

President

Title

Date: _____

7/20/23

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: 08/07/23 03:00 PM
 Department: Contract Compliance
 Initiated by: **Lynda Juul**

Co-Sponsored by: **Supervisor Brian J. Kulpa**

DOC ID: 27806

RESOLUTION 2023-679

Amendment to Bid #2017041 for Commercial Plumbing & HVAC Supplies - CRS #4240

WHEREAS, Bid #2017041 for Commercial Plumbing & HVAC Supplies was awarded to Erb Company, Inc. on May 16, 2018 by Town Board resolution 2018-575; and

WHEREAS, the Contract Compliance and Administration Department is requesting approval of an amendment to the Commercial Plumbing & HVAC Supplies contract to change the requirements for back up information required with invoices; and

WHEREAS, this amendment was requested by the vendor due to the fact that a high quantity of items is ordered with very low unit costs, causing the time and expense required by the vendor to provide the backup to be extensive, and is being deemed as reasonable because their invoicing system provides the cost on the invoice, and backup will still be required for items over \$100 along with the ability to request the backup at any time;

NOW, THEREFORE, BE IT RESOLVED, The Town Board approves the amendment to the Commercial Plumbing & HVAC Supplies contract; and

BE IT FURTHER RESOLVED, the Supervisor is authorized to sign the amendment with Erb Company Inc.

FINANCIAL IMPACT:

Town Wide; Various Accounts; Amount TBD

**TOWN OF
AMHERST**
Eric County, New York

SUPERVISOR
Brian J. Kulpa
716-631-7032



**DEPUTY
SUPERVISOR/COUNCILMEMBER**
Deborah Bruch Bucki, RN, PhD

COUNCILMEMBERS
Shawn Lavin
Michael Szukala
Jacqualine Berger

AGREEMENT AMENDMENT

Amendment to Bid #2017041 Commercial Plumbing & HVAC Supplies between the Town of Amherst and Erb Company Inc. Both parties agree to the following:

- Erb to continue to provide back paperwork for each item with a cost above \$100.
- Erb to provide cost of parts under \$100 on their invoice. The Town of Amherst can request backup paperwork/audit any items under \$100 as they deem necessary.

Agreed to and Accepted by:

Erb Company, Inc

By: Thomas C Hanlon
Signature
THOMAS C HANLON
Printed name
"SALES"
Title

Date: 7/27/23

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: 08/07/23 03:00 PM
Department: Economic Development
Initiated by: **Angela Rossi**
Co-Sponsored by:

DOC ID: 27802

RESOLUTION 2023-680

Travel Authorization to NYC

Please authorize expense reimbursement for travel on July 19, 2023 - July 21, 2023 for Angela Rossi, Director of Economic Development to present the Boulevard Mall plans for revitalization to Developers located in New York City and meet with the NYS Commissioner of Economic Development. The total cost for travel will not to exceed \$1,744.61. Funds are available in the Economic Development Department 2023 budget A1230 4040.

FINANCIAL IMPACT:

-1,744.61

TRAVEL EXPENSE APPROVAL / REIMBURSEMENT FORM

☐ \$250 or LESS and under 75 miles

Department Head Approval ONLY Required

Revised 12/22/2021

☒ \$250 + or greater than 75 miles

Department Head AND Town Board Approval Required

NAME	Employee #	Department	Phone Number
Angela Rossi	9447	A1230	716-631-7035

Destination and Purpose of Trip

Date of Departure	Date of Return	Destination	Purpose/Justification
07/19/2023	07/21/2023	NYC	Developer Meeting for Mall

Expenses

Transportation:	
Mileage	@ \$0.585
Tolls	
Parking	
Local Transportation (bus/taxi)	
Plane/Rail/Bus	
Lodging:	
3 nights	@ \$ 261.56
Meals:	
IRS Per Diem Per Day:	\$ 79.00
1st & Last Day of Travel @ 75%	
# Breakfasts	@ \$ 18.00
# Lunches	@ \$ 20.00
# Dinners	@ \$ 36.00
# Incidentals	@ \$ 5.00
Registration/Conference Fee	
Other	
Subtotal	
Contingency - 10% of subtotal or \$200	
TOTAL	

Estimated	Budget A/C #	Actual
200.00	A1230 4040	
465.80	A1230 4040	
523.31	A1230 4040	
237.00	A1230 4040	
118.50	A1230 4040	
		N/A
200.00		N/A
1744.61		

Request Approved By:

Complete Run

Department Head Signature

8-4-23
Date

Town Board :

Town Board Resolution & Date

I hereby certify that I have expended the above itemized amounts for business purposes for the Town of Amherst. Required receipts are attached.

Employee Signature _____

8-4-23
Date

Employee Signature
Angel Rassi
Print Employee Name

Reimbursement Approved By:

Department Head Signature

Date _____

Complete Shaded Area
For Expense Reimbursement

Attachment: Travel Expense Approval Form for 7-19-23 AR (RES-2023-680 : Travel Authorization to NYC)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27780

RESOLUTION 2023-681

2023-2028 Capital Improvement Program Amendment CIP Project No. E-5: Boulevard Central District Sanitary Sewer Improvements (BCD)

The Engineering Services Division is recommending amendment of the 2023 - 2028 Capital Improvement Program for the above project in the amounts shown in the table below. The changes reflect American Rescue Plan Act (ARPA) funding toward CIP Project E-5 and a new CIP Project E-33 funding storm culvert replacement projects:

CIP No.	Project Description	2023 CIP Allocation	Amend to
E-5	Boulevard Central District Sanitary Sewer Improvements (BCD)	\$1,000 LG \$1,000 ARPA	\$900,000 LG \$1,000,000 ARPA
E-33 (New)	Town Culvert Replacement Projects	\$0	\$100,000 LH

LH: Storm Drainage District Bond; X: ARPA Funding; LG: Sanitary Sewer District Bond

Please approve this amendment to the 2023-2028 CIP and reassign the funding as identified above. Please note that the above request is a budget neutral amendment.

Thank you for considering this request.

FINANCIAL IMPACT:

N/A


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Engineering Services
 Initiated by: **Brian J. Armstrong**
 Co-Sponsored by:

DOC ID: 27840

RESOLUTION 2023-682

2023-2028 Capital Improvement Program Amendment YR-6B Playground Safety Equipment & Surfacing

The Engineering Department is recommending amendment of the 2023-2028 CIP for the above mentioned project in the amount shown in the table below. This amendment will combine 2023-2028 CIP YR-6B & YR-5B into YR-6B, which will allow for enough funding to proceed with the proposed improvements as described in the revised MPR for YR-6B.

CIP No.	Project Description	2023 CIP Bond Allocation	Revised 2023 CIP Bond Allocation
YR-5B 2023-2028 CIP	Park Area Renovations	150 LA	0
YR-6B (revised) 2023-2028 CIP	Playground Safety Equipment & Surfacing	250 LA	400 LA
	Total	400 LA	400 LA

LA = General Account Bond

Please approve this amendment to the 2023-2028 CIP and reassign the funding as identified above. Please note that the above request is budget neutral.

Thank you for considering this request.

FINANCIAL IMPACT:

N/A

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27841

RESOLUTION 2023-683

Installation of Street Lighting Harding Road Subdivision

We are hereby requesting authorization for the installation of five (5) new street lights at the above referenced location.

During the course of construction of the utilities for new subdivisions, the Developer must furnish and install street lighting along public roadways. Following installation, the proposed lighting will be accepted by the Town for ownership and maintenance. As such, National Grid requires a Town Board resolution authorizing the installation and energy costs associated with these proposed lights.

May we have your approval for the installation of five (5) new street lights?

FINANCIAL IMPACT:

TBD

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27842

RESOLUTION 2023-684

Award of Bid Rebid of Amherst Community Policing and Training Center Restroom and Interior Renovations The Peyton Barlow Company, Inc. – General Contract

On July 13, 2023, bids were received for the above referenced project. After review of the four (4) bids received (bid tabulation attached), we recommend award of this contract to The Peyton Barlow Company, Inc., 360 Delaware Ave., Suite 300, Buffalo, NY 14202, in the amount of \$397,000.00 to include the Base Bid. Funding for this contract shall be from account KP2102.4972.

Thank you for considering this request.

FINANCIAL IMPACT:

KP2102.4972; \$397,000.00



Rebid of Amherst Community Policing & Training

Center Restroom & Interior Improvements

Bid Tabulation / July 13, 2023

T.O.A. Job No. 2018.036B

No.	Bidder	Bid Bond (Y / N)	Base Bid Total	Contact Email
1	Peyton Barlow Company, Inc.	Y	\$397,000.00	mmorga@peytonbarlow.com
2	NCI Construction LLC	Y	\$417,000.00	john@nciconstruction.com
3	Montante Construcion, LLC	Y	\$439,900.00	iabram@montante.com
4	Picone Construction	Y	\$474,000.00	cpicone@piconeconstruction.com
5				
6				
7				

July 18, 2023

Town of Amherst Engineering Department
1100 North French Road
Amherst, NY 14221

Attn: Mr. Brian Armstrong, EIT
Assistant Municipal Engineer

Subject: Rebid of Amherst Community Policing & Training
Town of Amherst Project No. 2021.044
General Construction Bid Proposal Acceptance Recommendation

Dear Mr. Armstrong:

We have reviewed the bid proposals received by the Town of Amherst relative to the above referenced project. Peyton Barlow Company, Inc. was the lowest general construction bidder on this project with a total base bid of in the amount of \$397,000.00.

I spoke in depth with Michael Morga of Peyton Barlow Company, Inc. who said he is satisfied with their base bid proposal. Besides the proposal we discussed the scope of the project and he fully understands the scope of work and indicated that they have included all work in his base bid proposal. The contract time frame is understood and his company would be prepared to start work after the "Notice to Proceed" is issued. Michael indicated that they have performed several jobs of similar size and scope and understands the requirements that come along with performing work for the Town.

Based upon our review, evaluation and discussion with the Contractor, it is DiDonato Associates' opinion that Peyton Barlow Company, Inc. has the knowledge and technical capabilities necessary to satisfactorily complete the work. At this time DiDonato Associates would recommend that the Town of Amherst accepts the base bid proposal submitted by Peyton Barlow Company, Inc. in the amount of \$397,000.00.

If you have any questions or require additional information, please contact our office.

Very truly yours,
DiDonato Associates, Engineering and Architecture, P.C.



Michael Banks, AIA, LEED AP
Vice President - Architect

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27786

RESOLUTION 2023-685

Authorization to Purchase One (1) Case CX 75 Excavator - CRS #4216

NOW THEREFORE BE IT RESOLVED, the Town Board authorizes the purchase of one (1) Case CX 75 Excavator for the Highway Department for a cost of \$125,755.00 from Monroe Tractor & Implement Co., Inc., 5035 Genesee Street, Buffalo, NY 14225.

The pricing is based upon Sourcewell #032119 - CNH with Maturity date of 05/13/2024.

Funding is available to pay for this purchase order under 2023 Equipment Bond KP 2341 - 2600 (b) for \$125,755.00.

NOW THEREFORE BE IT RESOLVED, that the Town Board authorizes the Supervisor to sign the contract above. This purchase is subject to the Contract Routing System (CRS #4216) and the approval of the Town Attorney.

FINANCIAL IMPACT:

KP2341

2600 (b)

\$125,755.00

Purchase Agreement



MONROE TRACTOR
we keep you working

Order date: 6/22/23 Acct no. AMHER001

Phone: 7166315990

Sold To: TOWN OF AMHERST- HIGHWAY

WILLIAMSVILLE, NY 14221

Address: 1042 N FOREST

FOB BUFFALO, 4-6 WEEK LEAD ON BUCKETS, THUMB, AND COUPLER

Store info: Buffalo -5035 Genesee St Buffalo, New York 14225 • 716-681-7100

New/Used/Rental	Stock number	Description (make and model)	Serial number	Price
NEW	H041184	Case CX75 EXCAVATOR	DAC075K6NPS6A1764	\$99,824.00
NEW	H044331	NPK C4C COMPACTOR/ WR PLATE	2N5443	\$6,987.00
NEW		12" WAIN-ROY DIGGING BUCKET		\$2,388.00
NEW		18" WAIN-ROY DIGGING BUCKET		\$2,675.00
NEW		24" WAIN-ROY DIGGING BUCKET		\$2,925.00
NEW		48" WAIN-ROY DIGGING BUCKET		\$3,325.00
NEW		WAIN-ROY HYD THUMB	INSTALLED	\$3,833.00
NEW		WAIN-ROY MECHANICAL COUPLER	INSTALLED	\$3,798.00

Trade-in equipment

Sale price	\$311
Subtotal	\$125,755.00

Year	Make	Model	Serial #	Hours	Trade allowance	Loan pay off	Net trade equity
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
Subtotal					\$0.00	\$0.00	\$0.00

Sale price	\$125,755.00
Net trade equity	\$0.00
Net balance	\$125,755.00
Sales tax	
Total	\$125,755.00
Down payment	
Net due	\$125,755.00

☐ Sold as is, no warranty of any kind have been given by dealer or its agent. ☒ Sold with new manufactures warranty

WARRANTY WORK COMPLETED AT DEALERSHIP

Special agreements: Sourcewell #032119-CNH CX75 List \$149,335.00 Minus 26% Sourcewell discount equals \$110,507.90

Financing terms: Additional discounts \$10,683.90 equaling \$99,824.00 machine price. Freight/PDI included in price.

4-6 WEEK LEAD TIME FOR BUCKETS, THUMB, AND COUPLER

THERE ARE NO OTHER WARRANTIES MADE BY THE DEALER, EXPRESS OR IMPLIED, OR TO MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DEALER SHALL NOT BE RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES WHETHER OR NOT ANY WARRANTIES ARE EXTENDED TO BUYER BY DEALER OR MANUFACTURER. ALL WARRANTY REPAIRS MADE UNDER THIS AGREEMENT MUST BE MADE IN DEALER'S SHOP AND BUYER IS RESPONSIBLE FOR HAULING EQUIPMENT FOR REPAIR. NO WARRANTY IS GIVEN BY THE DEALER FOR TIRES, BATTERIES, OR ACCESSORIES. BUYER IS FULLY RESPONSIBLE FOR REPAIRS NECESSITATED BY ACCIDENT, MISUSE, OR NEGLIGENCE. ANY WARRANTY GIVEN BY DEALER UNDER THIS AGREEMENT IS NOT TRANSFERABLE.

Seller: Monroe Tractor & Implement CO., INC.

Purchaser: Town of Amherst Highway

Salesperson: Andy Palmer

Print name: _____

Approved: [Signature] 6-22-23

Signature: _____

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

Revised 10-31-22

underlying contract 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 contract 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

Revised 10-31-22

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:

MOWRDE TOWN
Print Name of Company

By:

Signature

BRUCE KLEMENTOWSKI
Printed name

Date:

6/22/23

Agreed to and Accepted by:

Town of Amherst

By:

Brian J. Kulpa, Supervisor

Date:

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: MONROE TRACTOR
 Signature: [Signature]
 Print Name: BRUCE KLEMENTOWSKI
 Title: BRANCH MANAGER
 Date: 6/22/23

Sworn To Before Me This

22 Day of June, 2023

Elizabeth D. Scott
 Notary Public

ELIZABETH D. SCOTT
 No. 01SC6331514
 Notary Public, State of New York
 Qualified in Erie County
 My Commission Expires 10/13/2023

Revised 4.2017



CERTIFICATE OF GARAGE INSURANCE

 DATE (MM/DD/YYYY)
6/27/2023

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

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

PRODUCER 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): 855-595-4805
E-MAIL ADDRESS: GGB.BU2.CL.Srv@ajg.com		
INSURED Monroe Tractor & Implement Co., Inc 1001 Lehigh Station Road Henrietta NY 14467	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Great American Ins Co	
	INSURER B: Travelers Indemnity Co	
	INSURER C: National Union Fire Ins of Pittsburgh PA	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES PROD / CUSTOMER ID: MONRTRA-01

CERTIFICATE #: 1799169418

REVISION #:

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS	Y	Y	CA4544959	6/1/2023	6/1/2024	AUTO ONLY (Ea accident) \$ 2,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ AGGREGATE \$
C	GARAGE KEEPERS LIABILITY <input type="checkbox"/> LEGAL LIABILITY <input checked="" type="checkbox"/> DIRECT BASIS <input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS	Y	Y	CA4544959	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> COMP / OTC LOC 1 \$ 150,000 <input type="checkbox"/> SPECIFIED PERILS LOC \$ Ded: 500 <input checked="" type="checkbox"/> COLLISION LOC 1 \$ 150,000 LOC \$ Ded: 500
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CA4544959	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	TUU4374318-00	6/1/2023	6/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below	N/A	Y	039326873	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Excess Umbrella			EX-5T602086-23-NF	6/1/2023	6/1/2024	Each Occurrence 4,000,000 Aggregate 4,000,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

General Liability: Additional Insured - General Liability Coverages Lessor of Leased Equipment CA 2047 (1013)
 Garage Form: Additional Insured per written written contract, agreement, or purchase order form 94200 (3/07)
 Garage: Blanket Waiver of Subrogation per written written contract, agreement, or purchase order form 87960(0305)
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

 Town of Amherst
 5583 Main Street
 Williamsville NY 14221

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

AUTHORIZED REPRESENTATIVE

© 2010-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: MONRTRA-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Monroe Tractor & Implement Co., Inc 1001 Lehigh Station Road Henrietta NY 14467
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 30 **FORM TITLE:** CERTIFICATE OF GARAGE INSURANCE

Auto (Equipment) Dealers: Blanket Waiver of Subrogation per written written contract, agreement, or purchase order form 87960 (08/15)
 Automobile Blanket Lessor Additional Insured & Loss Payee per written written contract, agreement, or purchase order form CA2001(1013)
 Workers Comp: Waiver of Our Right to Recover WC000311A

Additional Insured status applies per the forms listed to the extent provided therein.



**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>Monroe Tractor & Implement Co., Inc 1001 Lehigh Station Road Henrietta, NY 14467</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>585-334-3867</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p></p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>16-0850083</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>Town of Amherst 5583 Main Street Williamsville, NY 124221</p>	<p>3a. Name of Insurance Carrier</p> <p>National Union Fire Insurance Company of Pittsburgh, PA</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>WC 039326873</p> <p>3c. Policy effective period</p> <p>06/01/2023 to 06/01/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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: David McElroy
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by:  06/23/2023
(Signature) (Date)

Title: Authorized Representative

Telephone Number of authorized representative or licensed agent of insurance carrier: 212-770-7000

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



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

<p>1a. Legal Name & Address of Insured (use street address only) Monroe Tractor & Implement Inc. Co. 1001 Lehigh Station Road Henrietta, NY 14467</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured (585) 334-3867</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 16-0850083</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221</p>	<p>3a. Name of Insurance Carrier Mutual of Omaha Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box 1a GMNY6X008K07-0002</p> <p>3c. Policy Effective Period 01/01/2023 to 01/01/2024</p>

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 6/23/2023

By

Hana Rubin

(Signature of insurance carrier's authorized representative or NYS licensed insurance agent of that insurance carrier)

Telephone Number (800) 826-2966

Name and Title

Hana Rubin, Disability Administrator

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be emailed to PAU@wcb.ny.gov or it can be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4B, 4C or 5B have been checked)

State of New York Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law (Article 9 of the Workers' Compensation Law) with respect to all of their employees.

Date Signed

By

(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number

Name and Title

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

DB-120.1 (12-21)





Case Construction

Construction Equipment & Services

#032119-CNH-1

Maturity Date: 05/13/2024

Products & Services

Products & Services

Sourcewell contract 032119-CNH gives access to the following types of goods and services:

- Backhoe loaders
- Excavators
- Motor graders
- Wheel loaders & asphalt rollers
- Soil compactors
- Crawler dozers
- Skid steers
- Compact excavators
- Compact wheel loaders
- Compact track loaders
- Tractor loaders & rough-terrain forklifts

Buy Sourcewell

Login to unlock more contract features.

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Register for an account

Simply complete the online application or contact the Client Relations team at service@sourcewell-mn.gov or 877-585-9706.

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Minnesota-Only Solutions →
Supplier Resources →



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Attachment: DOC072023-07202023095333 (RES-2023-685 : Authorization to Purchase One (1) Case CX 75 Excavator - CRS # 4216)



CONTRACT EXTENSION

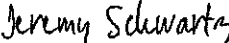
Contract Number: #032119-CNH

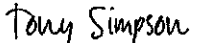
Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CNH Industrial America, LLC, 700 State St., Racine, WI 53404 have entered into Contract #032119-CNH for the procurement of Heavy Construction Equipment with Related Accessories, Attachments and Supplies. The Contract has an expiration date of May 13, 2023, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of May 13, 2024. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

CNH Industrial America, LLC

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/1/2022 | 1:50 PM CST

DocuSigned by:

By: E3073385CE5346D...
Tony Simpson
Title: Government Sales
Date: 12/2/2022 | 8:59 AM CST

Form G
HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES
RFP # 032119



Possible Points	BOMAG Americas, Inc.	Caterpillar Inc.	CNH Industrial America LLC	Doosan Infracore North America, LLC	Dynapac North America LLC	Grove U.S. L.L.C. (dba Manitowoc)	Hyundai Construction Equipment Americas, Inc.
Conformance to Terms/ Conditions to Include							
Documentation	50	40	44	37	34	41	40
Pricing	400	352	321	313	346	347	353
Financial, Industry and Marketplace Successes	75	64	68	61	60	66	59
Bidder's Ability to Sell/ Service							
Contract Nationally	100	82	89	78	83	84	79
Bidder's Marketing Plan	50	37	44	38	39	42	39
Value Added Attributes	75	56	66	56	62	60	65
Warranty Coverages and Information	50	42	44	39	39	41	46
Selection and Variety of Products and Services Offered	200	159	176	156	154	159	168
Total Points	1000	832	912	852	878	840	849
Rank Order		8	1	5	10	7	6

Possible Points	John Deere Construction Retail Sales	Kobelco Construction Machinery USA, Inc.	Komatsu America Corp.	Link Belt Cranes	Roadtec, Inc	Volvo Construction Equipment North America, LLC	Wirtgen America, Inc.
Conformance to Terms/ Conditions to Include							
Documentation	50	42	37	34	41	43	41
Pricing	400	344	264	342	313	337	320
Financial, Industry and Marketplace Successes	75	66	52	66	60	68	64
Bidder's Ability to Sell/ Service							
Contract Nationally	100	91	74	82	72	91	84
Bidder's Marketing Plan	50	41	46	44	36	45	38
Value Added Attributes	75	67	62	65	59	70	63
Warranty Coverages and Information	50	43	42	42	36	44	40
Selection and Variety of Products and Services Offered	200	181	151	160	156	180	157
Total Points	1000	875	728	831	773	878	807
Rank Order		3	14	9	13	2	11

DocuSigned by:
James Voelker
15F6CCEFA61E4AD
James Voelker, CPCM, CFCM, Sourcewell

DocuSigned by:
Greg Grunig
972133698BBD402
Greg Grunig, Sourcewell

DocuSigned by:
Carol Jackson
8EE68AEDDE546E
Carol Jackson, Sourcewell

DocuSigned by:
Craig West
7E41572C858B4BA
Craig West

DocuSigned by:
Craig West
7E41572C858B4BA
Craig West

DocuSigned by:
Carol Jackson
8EE68AEDDE546E
Carol Jackson, Sourcewell



See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS--Contract 032119 Valid until 05/19/2023

Pricing Revised: 2/8/2023

FOR USA MARKET ONLY		
PRODUCT / MODEL	PRICE LIST	USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE
COMPACT TRACK LOADER		
TR270	Current Pricing	33%
TR310	Current Pricing	26%
TR340	Current Pricing	26%
TV370	Current Pricing	26%
TV450	Current Pricing	26%
TV620	Current Pricing	26%
COMPACT EXCAVATOR		
CX17C	Current Pricing	25%
CX26C	Current Pricing	25%
CX30C	Current Pricing	25%
CX37C	Current Pricing	25%
CX42D	Current Pricing	25%
CX57C	Current Pricing	25%
CX60C	Current Pricing	25%
EXCAVATOR		
CX75C	Current Pricing	26%
CX80C	Current Pricing	26%
CX130D	Current Pricing	26%
CX140E	Current Pricing	26%
CX145D	Current Pricing	26%
CX160D	Current Pricing	26%
CX170E	Current Pricing	26%
CX190E	Current Pricing	26%
CX220E	Current Pricing	26%
CX245D	Current Pricing	26%
CX260E	Current Pricing	26%
CX290D	Current Pricing	26%
CX300E	Current Pricing	26%
CX350D	Current Pricing	26%
CX365E	Current Pricing	26%
CX490D	Current Pricing	26%
CX500D	Current Pricing	26%
CX750D	Current Pricing	26%
SKID STEER LOADER		
SR160	Current Pricing	24%
SR175	Current Pricing	26%
SV185	Current Pricing	26%
SR210	Current Pricing	26%
SR240	Current Pricing	26%
SR270	Current Pricing	26%
SV280	Current Pricing	27%
SV340	Current Pricing	33%

Freight FOB North America plant or import distribution location.

CASE CE dealer can add delivery freight and PDI costs.

Quotes valid 30 days



See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS--Contract 032119 Valid until 05/19/2023

Pricing Revised: 2/8/2023

FOR USA MARKET ONLY		
PRODUCT / MODEL	PRICE LIST	USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE
MOTOR GRADER		
836C 4WD / AWD	Current Pricing	31%
856C 4WD / AWD	Current Pricing	31%
COMPACTION		
DV23	Current Pricing	25%
DV26	Current Pricing	25%
DV36	Current Pricing	25%
DV45	Current Pricing	25%
DV209	Current Pricing	25%
DV210	Current Pricing	25%
SV207	Current Pricing	25%
SV211	Current Pricing	25%
SV213	Current Pricing	25%
SV215	Current Pricing	25%
SV217	Current Pricing	25%
PT240D	Current Pricing	25%
CNH Parts	Current Pricing	LIST PRICE

Freight FOB North America plant or import distribution location

CASE CE dealer can add delivery freight and PDI costs.

Quotes valid 30 days



See www.casece.com for product information

SOURCEWELL PRICE LIST DISCOUNTS--Contract 032119 Valid until 05/19/2023

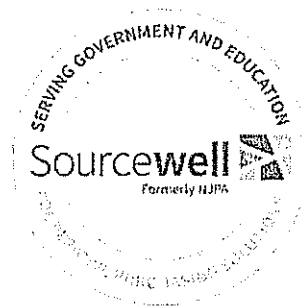
Pricing Revised: 2/8/2023

FOR USA MARKET ONLY		
PRODUCT / MODEL	PRICE LIST	USA SOURCEWELL MEMBER DISCOUNT OFF LIST PRICE
TRACTOR LOADER		
570N EP	Current Pricing	28%
TRACTOR LOADER BACKHOE		
575N EP	Current Pricing	37%
580N	Current Pricing	37%
580SN	Current Pricing	37%
580N EP	Current Pricing	37%
580SN WT	Current Pricing	37%
580SV	Current Pricing	37%
590SN	Current Pricing	37%
FORKLIFT		
586H	Current Pricing	30%
588H	Current Pricing	30%
Compact Dozer Loader		
DL550	Current Pricing	25%
CRAWLER DOZER		
650M	Current Pricing	26%
750M	Current Pricing	37%
850M	Current Pricing	37%
1150M	Current Pricing	31%
1650M	Current Pricing	37%
2050M	Current Pricing	31%
COMPACT WHEEL LOADER		
21F	Current Pricing	26%
121F	Current Pricing	31%
221F	Current Pricing	31%
321F	Current Pricing	31%
WHEEL LOADER		
521G	Current Pricing	37%
621G	Current Pricing	37%
721G	Current Pricing	37%
821G	Current Pricing	38%
921G	Current Pricing	38%
1021G	Current Pricing	30%
1121G	Current Pricing	30%

Freight FOB North America plant or import distribution location.

CASE CE dealer can add delivery freight and PDI costs.

Quotes valid 30 days

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CNH

Proposer's full legal name: CNH Industrial America LLC

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

CBFD2A139D06489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

DocuSigned by:

7E42B8F817A64CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CNH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CNH Industrial America LLC.

Authorized Signatory's Title Government Sales Manager

VENDOR AUTHORIZED SIGNATURE

Tony Simpson
(NAME PRINTED OR TYPED)

Executed on May 10th, 2019

Sourcewell Contract # 032119-CNH

Attachment: DOC072023-07202023095333 (RES-2023-685 : Authorization to Purchase One (1) Case CX 75 Excavator - CRS # 4216)

**Form C**

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,
AND SOLUTIONS REQUEST**

Company Name: CNH Industrial America LLC

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS

Proposer's Signature: *Tony Simpson*

Date: 3-12-19

No exceptions noted.





Contract Award
RFP #032019

FORM D

Formal Offering of Proposal
(To be completed only by the Proposer)

**HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS,
AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for HEAVY CONSTRUCTION EQUIPMENT WITH RELATED ACCESSORIES, ATTACHMENTS, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: CNH Industrial America LLC

Company Address: 700 State Street

City/State/Zip: Racine, WI 53404

CAGE Code/DUNS: 00-131-5019

Contact Person: Tony Simpson

Title: Government Sales Manager

Authorized Signature: *Tony Simpson*
(Name printed or typed)

FORM E**CONTRACT ACCEPTANCE AND AWARD**

(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 032119-CNH

Proposer's full legal name: CNH Industrial America LLC

Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.

The effective date of the Contract will be May 13, 2019 and will expire on May 13, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

Sourcewell Authorized Signatures:

DocuSigned by:

COFD2A130D08489
SOURCEWELL DIRECTOR OF OPERATIONS AND
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)

7E42B6F617A01CC...
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette
(NAME PRINTED OR TYPED)

Awarded on May 10, 2019

Sourcewell Contract # 032119-CNH

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CNH Industrial America LLC.

Authorized Signatory's Title Government Sales Manager

VENDOR AUTHORIZED SIGNATURE

Tony Simpson

(NAME PRINTED OR TYPED)

Executed on May 10th, 2019

Sourcewell Contract # 032119-CNH

Attachment: DOC072023-07202023095333 (RES-2023-685 : Authorization to Purchase One (1) Case CX 75 Excavator - CRS # 4216)

**Form F****PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first quality products and related services to Sourcewell Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data.

Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

[The rest of this page has been left intentionally blank. Signature page below]

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: CNH Industrial America LLC

Address: 700 State Street

City/State/Zip: Racine, WI 53404

Telephone Number: 262-636-6576

E-mail Address: Tony.simpson@casece.com

Authorized Signature: *Tony Simpson*

Authorized Name (printed): Tony SIMPSON

Title: Government Sales Manager

Date: Notarized

Subscribed and sworn to before me this 11 day of March, 2019 Notary

Public in and for the County of Racine State of Wisconsin

My commission expires: February 28, 2020

Signature: *Nicole M. Mahan*

Appendix D
Form P



PROPOSER QUESTIONNAIRE

Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: CNH Industrial America LLC.

Questionnaire completed by: Tony Simpson CASE CE & Amy Swett NH CE

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, net 30)?

Payment terms are Net 30, after receipt of invoice.

- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?

Financing options and leasing solutions are available from CNH Industrial Capital America LLC. Sourcewell members should contact the local CNH brand construction equipment dealer to see what options are available.

- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.

Our dealer network will be handling the sales from SOURCEWELL members and our dealers will be quoting the unit as well as receiving the payment from the them. As our dealers are working with their customers they will determine if local agency is a SOURCEWELL member. If they need to sign-up, our dealers are educated in the application process and can help them complete the membership application. Our dealers are aware of the SOURCEWELL pricing and discount structure that needs to be passed to their customers and they will work up a quote to the SOURCEWELL member. Once the member approves the quote the dealership will order the equipment. When the equipment arrives, the dealership will prep the unit and deliver it to the customer. The dealer will review operating instructions with the customer and fill out the warranty registration. Agency pays dealer for purchase.

Each quarter the CNH Government Manager will run a SOURCEWELL report on all sales and pay an administration fee to SOURCEWELL.

Appendix D

- The Process Flow for SOURCEWELL orders will be structured to minimize the impact to both the sales team and our customers as indicated below:
 1. CNH Industrial brand construction equipment dealer may contact the SOURCEWELL member or potential member to pursue purchase.
Or. an SOURCEWELL member contacts the local CNH Industrial brand construction equipment dealer for SOURCEWELL contract purchase.
 2. Determine if local agency is an SOURCEWELL member.
 - a. If member – proceed.
 - b. If not a current member – assist agency with online membership application.
 3. CNH Industrial brand construction equipment dealer determines product specifications and supplies quote.
 - a. Pricing – Line Item Price List – published by CNH Industrial brands.
 4. Develop quote with:
 - a. Machine Pricing
 - b. Freight – based on FOB point of shipment
 - c. 2% Steel Surcharge if applicable
 5. Quote presented to local agency by CNH Industrial brand construction equipment dealer.
 - a. Accepted – proceed to Order Process
 - b. Denied – dealer does not proceed
 6. CNH Industrial brand construction equipment dealer places machine order.
 7. CNH Industrial brand construction equipment dealer receives machine and preps for delivery to local agency.
 8. CNH Industrial brand construction equipment dealer delivers machine to customer.
 - a. Perform operator review as needed
 - b. File warranty registration
 9. CNH Industrial brand construction equipment dealer claims SOURCEWELL credit under Program.
 10. Agency pays dealer for purchase.
 11. CNH Government manager logs SOURCEWELL sale and compiles sales report quarterly.
 12. CNH Government makes administration fee payment to SOURCEWELL quarterly.

SOURCEWELL fee will be calculated from the total quarterly end-user invoiced amount for the equipment. Freight charges or Taxes will not be used in this calculation. CNH agrees to pay SOURCEWELL a 0.75% contract fee. All SOURCEWELL sales will go thru the local CNH Industrial construction equipment brand dealer, spending the local tax dollars with the local businesses. enabling the profits to stay within your communities/counties.

- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

Acceptance would be at the local dealer's discretion.

Appendix D

Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

Case CE Warranty

The Case Warranty

The Case Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on this document.

New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "Case". This warranty is for Case products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS ^{5, 6}	12 Months / Unlimited Hours 24 Months / 2000 Hours
LOADER BACKHOES - N SERIES ^{2, 5}	12 Months / Unlimited Hours
TRACTOR LOADERS / FORKLIFTS ⁵	12 Months / Unlimited Hours
COMPACT EXCAVATORS CX-B SERIES ⁵	12 Months / 1000 Hours
COMPACT EXCAVATOR CX-C SERIES ⁵	24 Months / 3000 Hours
COMPACT WHEEL LOADERS ¹	12 Months / Unlimited Hours
COMPACTION EQUIPMENT - SINGLE OR DOUBLE DRUM ¹	12 Months / Unlimited Hours
WHEEL LOADERS ^{4, 5}	12 Months / Unlimited Hours
MOTOR GRADERS ^{4, 5}	12 Months / Unlimited Hours
EXCAVATORS ^{3, 4, 5}	12 Months / 1800 Hours
CRAWLER DOZERS ^{4, 5}	12 Months / Unlimited Hours

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, Case will pay parts and labor costs to repair the defect if the services are performed by an authorized Case dealer at the dealer's location. If parts are needed during the repair, Case will, at its option, use genuine Case new or remanufactured parts. Case replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the Case Replacement Parts Warranty, whichever is longer.

CASE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

No Modification or Extension of Warranty Period

The Case Warranty is limited to the written terms in this document. Case does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any Case product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or reestablish the warranty.

This Warranty is Void If

The unit's hour meter is changed or altered, unless a Case dealer, at the direction of Case, changed the meter, if the unit is used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitation and Exclusions

The Case Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

New Holland CE Warranty

The NHCE Warranty

The NHCE Warranty is a limited warranty that is provided to the initial retail purchaser in return for consideration paid as part of the purchase price of the product. The selling dealer must review the warranty coverage with the initial retail purchaser and obtain signature on this document.

New Limited Warranty

The warranty described here is from CNH Industrial America LLC and in Canada, CNH Industrial Canada Ltd., both of which are referred to in this agreement as "NHCE". This warranty is for NHCE products sold and registered in the United States or Canada and normally operated in the United States or Canada. This warranty does NOT apply to any product normally operated outside of the United States and/or Canada, or to any unit purchased outside of the United States or Canada and imported in for any reason other than a customer relocation/personal move.

Warranty Period

For the products listed below, the Warranty Period for all coverage begins at the time that any person, dealer or agent first places the unit into service. At the latest, a unit is considered to be placed into service when purchased or delivered to an initial retail purchaser. Certain demonstration, rental, lease, and other used units may be eligible for a portion of a new unit warranty. The availability of the remaining portion of a new unit warranty does not mean that a unit is new or unused. The Warranty Period ends when either the month or machine hour limit is reached, whichever limit occurs first.

Appendix D

PRODUCT	WARRANTY COVERAGE
SKID STEER / COMPACT TRACK LOADERS ¹	12 Months / Unlimited Hours 24 Months / 2000 Hours
CRAWLER DOZERS ¹	12 Months / Unlimited Hours
LOADER BACKHOES / TRACTOR LOADERS	12 Months / Unlimited Hours
WHEEL LOADERS	12 Months / Unlimited Hours
COMPACT WHEEL LOADERS	12 Months / Unlimited Hours
MOTOR GRADERS ¹	12 Months / Unlimited Hours
EXCAVATORS ²	12 Months / 2000 Hours
COMPACT EXCAVATORS E-B Series ¹	12 Months / Unlimited Hours
COMPACT EXCAVATORS E-C Series ¹	24 Months / 3000 Hours
TELESCOPIC HANDLERS	12 Months / Unlimited Hours
SEVERE APPLICATIONS (for all of the above)	6 Months / 1000 Hours

1) Engine coverage is provided by directly by the engine manufacturer.

2) Warranty does not cover any configuration excavator equipped with feller buncher/accumulator attachments.

3) Second year machine warranty coverage 24 months / 2000 hours

Definition of Severe Application: Severe duty applications include equipment used in Forestry, Demolition, Scrap & Waste Recycling, Mining and Landfills. Misrepresenting the application in which the product will be used on the Warranty Registration, will void Warranty.

Operator's Manual / Warranty Receipt Verification

The selling dealer has reviewed the correct operator's manual with me and will provide upon delivery of the product. YES ☐ / NO ☐

The selling dealer explained safety precautions to me. YES ☐ / NO ☐

The selling dealer explained the warranty terms and coverage to me. YES ☐ / NO ☐

The selling dealer explained Purchased Protection Plan options for additional coverage on select components. YES ☐ / NO ☐

I wish to be part of future NHCE communications, offers or events. YES ☐ / NO ☐

What's Covered

If a defect in material or workmanship is found in a unit and reported during the Warranty Period, NHCE will pay parts and labor costs to repair the defect if the services are performed by an authorized NHCE dealer at the dealer's location. If parts are needed during the repair, NHCE will, at its option, use genuine NHCE new or remanufactured parts. NHCE replacement parts that are used in a warranty repair are warranted until the end of the machine warranty or to the end of the NHCE Replacement Parts Warranty, whichever is longer.

NHCE PROVIDES NO WARRANTY, EXPRESS OR IMPLIED, FOR A COMPONENT OR OTHER ITEM THAT IS SEPARATELY WARRANTED TO THE PURCHASER BY ITS MANUFACTURER, SUCH AS TIRES, BATTERIES AND FUEL INJECTION COMPONENTS. CHECK WITH YOUR DEALER FOR DETAILS

No Modification or Extension of Warranty Period

The NHCE Warranty is limited to the written terms in this document. NHCE does not authorize any person, dealer or agent to change or extend the terms of this warranty in any manner. Any assistance to the purchaser in the repair or operation of any NHCE product outside the terms or limitations or exclusions of this warranty will not constitute a waiver of the terms, limitations or exclusions of this warranty, nor will such assistance extend or reestablish the warranty.

This Warranty is Void If

The unit's hour meter is changed or altered, unless a NHCE dealer, at the direction of NHCE, changed the meter. If the unit is used in an application for which it is not designed, or the unit has been scrapped, salvaged, stolen, junked or totaled.

Limitation and Exclusions

The NHCE Warranty gives you specific legal rights and you may also have other rights, which vary, from region to region.

All CNH branded light equipment is covered by a one-year base warranty and our heavy equipment is covered by CASE ProCare, which is the most comprehensive planned maintenance support in the industry. **CASE ProCare comes standard on new heavy equipment orders at no additional cost to the customer.** Please take the opportunity to utilize our costing tool at <https://tco.casece.com/northamerica/en-us>. This tool will help the customer to identify the cost of ownership while covered by ProCare and afterward.

ProCare Includes:

- 3-year/3,000-hour full machine factory warranty
- 3-year/3,000-hour planned maintenance
- 3-year Advanced SiteWatch subscription (Telematics)

Appendix D

Full description of warranty is provided in the brand's Warranty Statements – Please see “Warranty” attachment



CASE CE Warranty
2019.pdf



New Holland CE
Warranty 2019.pdf



CASE CE
ProCare.pdf

- Do your warranties cover all products, parts, and labor?

All materials and labor are covered as described in the brand's Warranty Statements – Please see “Warranty” attachment.

- Do your warranties impose usage restrictions or other limitations that adversely affect coverage?

Standard Warranty is subject to one full year as described in brand's Warranty Statements – Please see “Warranty” attachment for additional restrictions. Case Construction also provides a 3 year/3,000 hours warranty on new heavy machine orders. Please see ProCare attachment.

- Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?

No. The warranty repair or replacement must be made at the dealer location as described in brands' Warranty Statements– Please see “Warranty” attachments.

- Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?

No, Authorized CNH Industrial brand construction equipment dealers warranty repair centers are available in all geographic regions of the US and Canada. Sourcewell members will work with their local dealer for warranty repairs.

- Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?

If it's a wholegood that is branded by CNH Brands, then it's warrantied by CNH Industrial.

- What are your proposed exchange and return programs and policies?

If the equipment has a warranty issue, then it will be covered under the CNH Industrial warranty program. CNH Industrial equipment (dozers, Tractor loader backhoes, etc.) are not exchanged or returned. If the unit has an issue, our dealer network will service the units.

- 6) Describe any service contract options for the items included in your proposal.

All CNH branded light equipment is covered by a one-year base warranty and our heavy equipment is covered by CASE ProCare, which is the most comprehensive planned maintenance support in the industry. CASE ProCare comes standard on new heavy equipment orders at no additional cost to the customer. Please take the opportunity to utilize our costing tool at <https://tco.casece.com/northamerica/en-us>. This tool will help the customer to identify the savings of cost of ownership while covered by ProCare and afterward.

ProCare Includes:

- 3-year/3,000-hour full machine factory warranty
- 3-year/3,000-hour planned maintenance
- 3-year Advanced SiteWatch subscription (Telematics)

New Holland Skid Steer and Compact Track Loaders are covered by two-year, 2,000-hour Full Factory Warranty or unlimited hours in one year. The rest of our Construction equipment is covered by a one-year base warranty. For additional coverage on the construction equipment, agencies can speak to a New Holland Dealer about our Purchased Protection Plan.

Pricing, Delivery, Audits, and Administrative Fee

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.

CNH Industrial's two construction equipment brands (Case, New Holland,) are offering a comprehensive solution of productivity enhancing construction equipment products including:

- Tractor loader backhoes – heavy equipment vehicle that consists of a tractor like unit fitted with a loader
- Crawler dozers – Powerful tracked machines that use a variety of front mounted blades to move material
- Motor graders – Machines used in excavation and precision finishing for the final shaping where pavement will be laid
- Compaction – Machine that reduces air and water particles as the roller moves over the area
- Rough terrain forklifts – Equipment used to lift material over a surface
- Wheel loaders – Equipment that moves material from stockpiles to trucks
- Compact wheel loaders – Equipment designed to move in small areas to move material
- Excavators – Equipment used to dig or move large objects
- Mini and midi excavators – Used to dig close to walls where the larger excavators can maneuver
- Skid steers – Small rigid frame with lift arms used to attach a wide variety of labor saving tools or attachments
- Compact track loaders – These are essentially Skid steer loaders with high-flotation rubber tracks, allowing these machines to work in poor underfoot conditions and on sensitive surfaces.

All are supported by CNH Genuine Parts to meet the needs of governmental buyers. Please refer to attached equipment descriptions.

Appendix D

- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

The pricing model is based on the standard List Price and Discount from List. Please see below for the full discount matrices. Each construction brand has its own discount matrix. Freight for SOURCEWELL members is FOB CNH North America plant or import distribution point. In order to determine total price, the CNH branded construction equipment dealer will utilize the Price List and add the Freight, Surcharge, and any prep fee to the quote.

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.

Our proposed discounts range by model 25%-38% off MSRP

- 10) The pricing offered in this proposal is

- ☐ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- ☒ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- ☐ d. other than what the Proposer typically offers (please describe).

- 11) Describe any quantity or volume discounts or rebate programs that you offer.

CNH Industrial does not offer a volume program or rebate programs, but our CNH Industrial dealers are authorized, at the dealer's discretion, to provide additional discounts at the local level.

- 12) Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.

Proposed pricing for Sourced equipment / products and / or related services will be "Open Market". We will provide a quote for each such request. CNH America Industrial LLC dealers, at the dealer's discretion, may provide additional discounts at the local level.

Appendix D

- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.

Our dealer network will charge freight, pre-delivery inspection, equipment set up, and a steel surcharge will be added to the purchase price if applicable as a separate line item.

- 14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.

Equipment is FOB factory. SOURCEWELL members will be extended the CNH Industrial subsidized dealer freight costs.

- 15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.

The same shipping and delivery expense calculation method will be used for offshore delivery as well as Alaska and Hawaii.

- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.

CNH Industrial has over 1,000 dealer locations in the United States and Canada to serve the agencies distribution and service needs.

- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.

The dealer is required to submit the purchase order with the serial number of the machine sold to the Government Account Manager. Government Account Manager receives the PO and serial number for verification of membership and pricing. Dealer will receive an Authorization and settles unit. A quarterly report is then generated for all SOURCEWELL sales.

- 18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See RFP Section 6.29 and following for details.)

CNH Industrial agrees to pay SOURCEWELL a 0.75% contract fee on

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

All US and Canadian manufacturing locations are ISO 14001, ISO 50001, and OHSA 18001 certified. Please see the attached certifications.

20) Describe any environmental management system certifications obtained by your organization.

All US and Canadian manufacturing locations are ISO 14001, ISO 50001, and OHSA 18001 certified. Please see the attached certifications.

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

With CASE CE 3-year/3000-hr planned maintenance, which comes standard on all heavy equipment, you get a fixed price for future work that's tailored to your specific needs. This makes budgeting and tracking maintenance a breeze.

New Holland Skid Steer and Compact Track Loaders are covered by two-year, 2,000-hour Full Factory Warranty or unlimited hours in one year. The rest of our Construction equipment is covered by a one-year base warranty. For additional coverage on the construction equipment, agencies can speak to a New Holland Dealer about our Purchased Protection Plan.

With your Planned Maintenance Agreement, you'll be able to:

- Identify problems and repair them before failure occurs
- Decrease downtime
- Improve resale value thanks to well-documented maintenance work
- Reduce your overall cost of ownership
- Improve your fuel economy

Signature: _____

Tony Simpson

Date: _____

3-12-19

AMENDMENT #1 TO CONTRACT #032119-CNH

This Amendment is by and between **Sourcewell** and **CNH Industrial America LLC** (Vendor). Sourcewell and Vendor will be collectively known hereinafter as "Parties."

Vendor was awarded a Sourcewell Contract for Heavy Construction Equipment with Related Accessories, Attachments, and Supplies effective May 13, 2019, through May 13, 2023, relating to the provision of services by Vendor and to Sourcewell and its Members.

The parties agree that certain terms within the Agreement shall be updated and amended and only to the extent as hereunder provided.

In consideration of the mutual covenants and agreements described in this Amendment, the parties agree as follows:

1. This Amendment is effective upon the date of the last signature below.
2. Form P – Question #6 in the Vendor's Response to the above-mentioned Request for Proposal is deleted in its entirety and replaced with the following:

RESPONSE: All CNH branded light equipment is covered by a one-year base warranty and our heavy equipment is covered by CASE ProCare, which is the most comprehensive planned maintenance support in the industry. CASE ProCare comes standard on new heavy equipment orders at no additional cost to the customer. Please take the opportunity to utilize our costing tool at <https://tco.casece.com/northamerica/en-us>. This tool will help the customer to identify the savings of cost of ownership while covered by ProCare and afterward.

ProCare Includes:

- 3-year/3,000-hour full machine factory warranty
- 3-year/2,000-hour planned maintenance
- 3-year Advanced SiteWatch subscription (Telematics)

New Holland Skid Steer and Compact Track Loaders are covered by two-year, 2,000-hour Full Factory Warranty or unlimited hours in one year. The rest of our Construction equipment is covered by a one-year base warranty. For additionally coverage on the construction equipment, agencies can speak to a New Holland Dealer about our Purchase Protection Plan.

3. The Agreement and any previous amendments are incorporated into this Amendment by reference.

Except as amended by this Amendment, the Agreement remains in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
Authorized Signature

Jeremy Schwartz
Name – Printed

Title: Director of Operations & Procurement/CPO

Date: 9/23/2019 | 4:10 PM CDT

APPROVED:

DocuSigned by:
By: Chad Coauette
Authorized Signature

Chad Coauette
Name – Printed

Title: Executive Director/CEO

Date: 9/23/2019 | 4:16 PM CDT

CNH Industrial America LLC

DocuSigned by:
By: Tony Simpson
Authorized Signature

Tony Simpson
Name – Printed

Title: Government Sales Manager

Date: 9/23/2019 | 3:22 PM CDT

Attachment: DOC072023-07202023095333 (RES-2023-685 : Authorization to Purchase One (1) Case CX 75 Excavator - CRS # 4216)



Sourcewell (NJPA) - Construction Equipment Contract

Contract Number: 32119 - CNH

Contract Period: 7-8-19 -thru 5-13-23

Pricing Revised: 2/8/2023

Eligible Customers: All Sourcewell members in United States

Members Include: Government
Education (K-12 and higher)
Non-profit agencies
States that have adopted the contract (see below)

States that have Adopted Sourcewell as their term contract:

	<u>Member #</u>
New York PC6265	4652
Delaware GSS15750-Equip_HD	38542
Arkansas 4600046991	1089
Washington Master Contract 01020	888
Ohio RSC008252	956

Member list: <https://www.sourcewell-mn.gov/member-lookup>

Need to Join? <https://sourcewell-mn.gov/>

CONTRACT DETAILS	
Contract Pricing	Specified discount off List Price/MSRP plus freight and setup and local delivery. Also surcharge but this must be placed on a separate line item. These discounts not allowed with wholesale discount.
Multiple Unit Discount	Not applicable.
Third Party Items	Allowed. Third party equipment and/or accessories must be listed on individual line(s) below the contract items.
Trade-In	Allowed. The value is determined by the agency and the local dealer.
Payment	Contact your local Case CE dealer for payment options.



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Highway
 Initiated by: **Stephen Bryan**
 Co-Sponsored by:

DOC ID: 27788

RESOLUTION 2023-686

Contract Extension - Guthrie Heli-Arc, Inc CRS #4220/2890

WHEREAS, Bid # 2021-031, Highway Department, Vacall Parts allows for the contract to be extended for a period of two (2) years at the same terms and conditions and;

WHEREAS, the Highway Department is requesting approval for the extension of the contract under Resolution 2021-834.

NOW THEREFORE BE IT RESOLVED, the contract extension term will be dated from 9/27/23 through 9/26/25 and;

BE IT FURTHER RESOLVED, the Town Board authorizes the Supervisor to sign the two year contract extension with Guthrie Heli-Arc Inc, 6276 Clinton Street Road, Bergen, NY 14416, subject to the Contract Routing System, CRS #4220 and the approval of the Town Attorney.

FINANCIAL IMPACT:

Town Wide

Various

TBD

AGREEMENT EXTENSION

Let this document stand as an Agreement Extension between GUTHRIE HELI-ARC, INC. and THE Town of Amherst permitting the Town of Amherst to participate in the purchase of VACALL PARTS:

GUTHRIE HELI-ARC, INC. and the Town of Amherst,
BID # 2021-031 EXTENSION
from 9/27/2023 through 9/26/2025
for VACALL Parts as outlined in the Town of Amherst Resolution 2021-834.

Agreed to and Accepted by:

GUTHRIE HELI-ARC, INC.

By: *Wesley Ryan* Signature
Wesley Ryan Print Name
President Title

Date: 7/12/2023

Agreed to and Accepted by:

TOWN OF AMHERST

By: BRIAN KULPA
Supervisor

Date: _____

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 1 of 14
BID NO. 2021031



Town of Amherst
Contract Compliance & Administration Department

INVITATION TO BID # 2021031

Vacall Parts & Piranha Sewer Hose

Bid Instructions:

- Four (4) copies of the proposal are required.
- All four (4) bid packets may be placed in one sealed envelope.
- In each of the four (4) bid packets being submitted, EACH page requiring a signature, must be an original signature, and must be signed in BLUE INK.
- If you are submitting bids for more than one job, please put in separate envelopes, marked with the Bid number.

Please submit to:

Town of Amherst
Contract Compliance & Administration – 2nd Floor
5583 Main Street
Williamsville, New York 14221

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

BID NUMBER: 2021031

OPENING DATE August 12, 2021 TIME: 12:00 PM

FOR: Vacall Parts and Piranha Sewer Hose

NAME OF BIDDER: GUTHRIE HELI-ARC, INC. a.k.a. GUTHRIE SALES & SERVICE

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope. Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

<u>X</u>	EXHIBIT "A" - Assignment of Public Contracts
<u>N/A</u>	EXHIBIT "D" - Bid Bond (Formal Bid) 5%
<u>X</u>	EXHIBIT "F" - Agreement Addendum
<u>X</u>	EXHIBIT "G" - Non-Collusive Bidding Certification
<u>X</u>	EXHIBIT "I" - Certification of Compliance with the Iran Divestment Act
<u>N/A</u>	EXHIBIT "P" - Prevailing Wage Schedule

Attachment: DOC072123-07212023082540 (RES-2023-686 : Contract Extension - Guthrie Heli-Arc, Inc CRS # 4220/2890)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 2 of 14
BID NO. 2021031

NOTICE TO BIDDERS

**Town of Amherst
Contract Compliance & Administration Department**

**Bid #2021031
Vacall Parts and Piranha Sewer Hose**

Sealed proposals for the above mentioned project in the Town of Amherst, NY will be received by the Contract Compliance & Administration Office in the Municipal Building, Williamsville, NY 14221 on or before 12:00 PM local time on August 12, 2021.

Specifications may be obtained via e-mail to khalton@amherst.ny.us or examined at the Contract Compliance & Administration Office of the Town of Amherst between the hours of 8:00 AM and 4:00 PM through the bid opening date, excluding Saturdays, Sundays and Holidays.

By Order of the Town Board
Town of Amherst, New York

Lynda L. Juul
Director of Finance

July 28, 2021

Attachment: DOC072123-07212023082540 (RES-2023-686 : Contract Extension - Guthrie Heli-Arc, Inc CRS # 4220/2890)

TOWN OF AMHERST
AMHERST, NEW YORK

Page 3 of 3
ADDENDUM NO 2021031A

Item No	U/M	CATALOG NO/DESCRIPTION	% Discount off Manufacturers List Price
		Price Per NYS Contract if Applicable	
		NYS Contract # <u>N/A</u>	
		CATALOG NO/DESCRIPTION	
1	EA	Vacall Parts *BID DISCOUNT CONTINGENT ON ABILITY TO ADD FREIGHT COST PER ORDER	2%
2	EA	Gradall Parts	No Bid %
3	EA	Piranha Sewer Hose 1" x 600' PSI 2500 Orange	\$ No Bid
		** INCLUDED UNDER VACALL PARTS	
4	EA	Any additional replacement parts that are not mentioned above for Vacall Parts and related brands.	No Bid %
		To verify list price the awarded vendor will be responsible to supply current manufacturer's list price at time of invoicing.	
		No Additional Charges will be Allowed	

* NO FREE FREIGHT IS OFFERED -
FREIGHT COST WILL BE CHARGED PER
ORDER - IF FREIGHT IS NOT ACCEPTED
PER ORDER AT OUR COST, THIS
BID WILL BE WITHDRAWN

** COST OF PIRANHA HOSE CANNOT
BE PROVIDED DUE TO THE
VOLATILITY OF OUR CURRENT
MARKET, BUT IS INCLUDED
UNDER THE VACALL PARTS
PRICING WITH A 2% DISCOUNT
OFF LIST PRICING

NAME OF BIDDER: GUTHRIE HELI-ARC, INC.

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 4 of 14
BID NO. 2021031

INTRODUCTION

Through this Bid, the Town of Amherst seeks to establish an Agreement for purchase of Vacall and Gradall parts and Piranha sewer hose at a discounted rate for sewer vacuum street sweeper hydro-excavators. In addition, the Town may need additional replacement parts that are not included above for Vacall parts and related brands. For all items, we ask that a percentage discount off manufacturer's documented list price be provided. To verify list price, the awarded vendor will be responsible to supply current manufacturer's list price at time of invoicing for all items over \$100.

AWARD

The award will be based upon the highest discount off manufacturer's list price .
No additional charges will be considered.

There is no guarantee of a quantity of items to be purchased expressed or implied in this contract.
Purchases shall be made by the Town of Amherst on an as-needed basis.

CONTRACT TERM

The Town of Amherst is awarding a two-year term contract from the date of contract execution. This contract may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful respondent and the Town of Amherst.

SHORT TERM EXTENSION

In the event the replacement Contract has not been issued, this Contract may be extended unilaterally by the Town of Amherst for an additional period of up to one month upon notice to the Contractor with the same terms and conditions as the original Contract including, but not limited to, quantities (prorated for such one month extension), prices and delivery requirements. With the concurrence of the Contractor, the extension may be for a period of up to three months in lieu of one month. However, this extension terminates should the replacement Contract be issued in the interim.

BID RESULTS

Bid results cannot be given over the phone. All requests for bid results should be submitted via e-mail to:
Khalton@amherst.ny.us

INTERPRETATION OF DOCUMENTS

All questions about the meaning or intent of the specifications must be submitted via email to khalton@amherst.ny.us. Please include Bid #2021031 Vacall Parts & Piranha Sewer Hose in the e-mail subject line. Replies will be issued by Addenda and emailed to all parties recorded as having received the proposal documents. Questions received within 5 days of the bid opening will not be responded to.

Attachment: DOC072123-07212023082540 (RES-2023-686 : Contract Extension - Guthrie Heli-Arc, Inc CRS # 4220/2890)

TOWN OF AMHERST
AMHERST, NEW YORK 14221

Page 8 of 14
BID NO. 2021031



Town of Amherst

Contract Compliance & Administration Department

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME GUTHRIE HELI-ARC, INC.

ADDRESS OF PRINCIPAL OFFICE:

STREET 6276 CLINTON STREET ROAD

CITY BERGEN STATE NY

ZIP 14416 AREA CODE 585 PHONE 494-2600

Check one: CORPORATION ☒ PARTNERSHIP ☐ INDIVIDUAL ☐

FEDERAL ID NUMBER: 16-1410454

E-MAIL ADDRESS: megr@guthrieheliarc.com

INCORPORATED UNDER THE LAWS OF THE STATE OF NEW YORK

If foreign corporation, state if authorized to do business in the State of New York:

YES ☐ NO ☐

TRADE NAMES: GUTHRIE SALES & SERVICE

ADDRESS OF LOCAL OFFICE:

STREET 6276 CLINTON STREET ROAD

CITY BERGEN STATE NY

ZIP 14416 AREA CODE 585 PHONE 494-2600

NAMES AND ADDRESSES OF PARTNERS:

MARGARET RYAN 13799 HENSEE RD; ALDEN, NY 14004

MATTHEW RYAN 13799 HENSKEE RD; ALDEN, NY 14004

(Rev. 7/2017)

Attachment: DOC072123-07212023082540 (RES-2023-686 : Contract Extension - Guthrie Heli-Arc, Inc CRS # 4220/2890)



CERTIFICATE OF LIABILITY INSURANCE

13.M.2.a

09/09/2022

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

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

PRODUCER Tompkins Insurance Agencies, Inc 90 Main Street Batavia NY 14020		CONTACT NAME: Kathleen Bailey PHONE (A/C, No, Ext): (888) 261-2688 E-MAIL ADDRESS: kbailey@tompkinsfinancial.com FAX (A/C, No): (888) 339-8333																			
INSURED GUTHRIE HELI-ARC INC & CLR INDUSTRIES LLC 6276 CLINTON ST RD BERGEN NY 14416		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A:</td><td>General Star Indemnity Co</td><td>NA</td></tr><tr><td>INSURER B:</td><td>Progressive Casualty Ins Co</td><td>24</td></tr><tr><td>INSURER C:</td><td>Travelers Indemnity of America (TIA)</td><td>25</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER A:	General Star Indemnity Co	NA	INSURER B:	Progressive Casualty Ins Co	24	INSURER C:	Travelers Indemnity of America (TIA)	25	INSURER D:			INSURER E:			INSURER F:		
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INSURER C:	Travelers Indemnity of America (TIA)	25																			
INSURER D:																					
INSURER E:																					
INSURER F:																					

COVERAGES**CERTIFICATE NUMBER:** 22-23 Master**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Garagekeepers Legal Liab	Y		IYG417476H	09/09/2022	09/09/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG Limit \$ 150,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			01532087-2	12/29/2021	12/29/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB9R321604	01/31/2022	01/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TOWN OF AMHERST is an additional insured on a primary and noncontributory basis where required by written contract per endorsement PC240060.

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE NY 14221	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David S. Bryce</i>
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**Workers'
Compensation
Board**

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p style="text-align: center;">GUTHRIE HELI-ARC INC & CLR INDUSTRIES LLC 6276 CLINTON ST RD BERGEN, NY 14416</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p style="text-align: center;">(585)494-2600</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 161410454</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p style="text-align: center;">Town of Amherst 5583 Main St Williamsville NY 14221</p>	<p>3a. Name of Insurance Carrier</p> <p style="text-align: center;">Travelers Indemnity of America (TIA)</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p style="text-align: center;">UB9R321604</p> <p>3c. Policy effective period</p> <p style="text-align: center;">1/31/2023 to 1/31/2024</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p style="text-align: center;"><input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

Will the carrier notify the certificate holder within 10 days of a policy being cancelled for non-payment of premium or within 30 days if cancelled for any other reason or if the insured is otherwise eliminated from the coverage indicated on this certificate prior to the end of policy effective period? ☐ Yes ☒ No

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: David S. Boyce
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: *David S. Boyce* 02/03/2023
(Signature) (Date)

Title: President – CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: 1-888-229-6151

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.



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) GUTHRIE HELI-ARC INC 6276 CLINTON STREET ROAD BERGEN, NY 14416 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 585-494-2600 1c. Federal Employer Identification Number of Insured or Social Security Number 161410454
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main St Williamsville NY 14221	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL536767 3c. Policy effective period 07/01/2022 to 06/30/2024

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 5/9/2023 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.

DB-120.1 (12-21)



**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Highway
Initiated by: **Stephen Bryan**
Co-Sponsored by:

DOC ID: 27810

RESOLUTION 2023-687

Authorize Supervisor to Sign Contract to Piggyback - Pavilion Drainage Supply Co CRS #4242

NOW THEREFORE BE IT RESOLVED, that the Town of Amherst is approved to piggyback on the County of Erie - Construction and Maintenance Materials contract with Pavilion Drainage Supply Co for guide railing, median barrier and concrete barriers.

The Erie County and Pavilion Drainage Supply Co is Bid Reference # 230075-004, Sections 568, 587 and E606 for guide railing, median barriers and concrete barriers. Contract term is 4/1/23 through 3/31/24.

NOW THEREFORE BE FURTHER RESOLVED, that the Town Board authorizes the Supervisor to sign this contract. This contract is contingent upon the successful completion of the Contract Routing System (CRS #4242) and the Town Attorney approval.

FINANCIAL IMPACT:

KP 1919 - 4972

NTE \$79,000

AGREEMENT

Let this document stand as an Agreement between PAVILION DRAINAGE SUPPLY CO., INC.
And the Town of Amherst permitting the Town of Amherst to participate in the purchase of :

COUNTY OF ERIE-CONSTRUCTION AND MAINTENANCE MATERIALS
BID REFERENCE # 230075-004
4/1/2023 through 3/31/2024

SECTION 568 AND 587 - BRIDGE RAILING AND RECONSTRUCTION
SECTION E606 - Guide Railing, Median Barrier and Concrete Barrier
Pages 25, 26, 43, 44, 45, 46, 47 and 48

from Pavilion Drainage Supply Co., Inc. under Erie County Construction and Maintenance
Specifications of BID REFERENCE #230075-004 for the period from 4/1/2023 TO 3/31/2024.

Agreed to and Accepted by:

Agreed to and Accepted by:

PAVILION DRAINAGE SUPPLY CO., INC.

TOWN OF AMHERST

By: Philip J. Ploss
Signature

By: _____
Brian Kulpa
Supervisor

Philip J. Ploss
Print Name

Date: _____

President
Title

Date: 7-26-23

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 Contractor 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 Contractor 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.

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:

Pavilion Drainage Supply Co.
Print Name of Company

By: Philip J. Ploss
Signature

Philip J. Ploss
Printed name

Date: 7-27-23

Agreed to and Accepted by:

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

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 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). The 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 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, 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 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: Pavilion Drainage Supply Co
 Signature: Philip J Ploss
 Print Name: Philip J Ploss
 Title: President
 Date: 7-27-23

WENDY F COOPENBERG
 Notary Public, State of New York
 Registration No. 01FO6327909
 Qualified in Genesee County
 Commission Expires July 20, 2027

Sworn To Before Me This

27 Day of July, 2023

Wendy F Coopenberg
 Notary Public



PAVIDRA-01

13.M.3.a

DATE (MM/DD/YYYY)

2/23/2022

CERTIFICATE OF LIABILITY INSURANCE

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 POLICY BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER AssuredPartners 90A John Muir Dr, Suite 100 Amherst, NY 14228	CONTACT NAME: Victoria Puglia
	PHONE (A/C, No, Ext): (716) 688-8888 250 FAX (A/C, No): (716) 688-90
	E-MAIL ADDRESS: vpuglia@vannerinsurance.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers Indemnity Co NA 25658
	INSURER B: Travelers Casualty & Surety Co NA 19038
	INSURER C: West American Insurance Co NA 44393
	INSURER D:
	INSURER E:
	INSURER F:

INSURED

Pavilion Drainage Supply
PO Box 219
Pavilion, NY 14525-0219

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab <input checked="" type="checkbox"/> XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		DT1NCO3K09218IND22	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			8101L2670412226G	12/1/2022	12/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9S1523662226	12/1/2022	12/1/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB3K0577932226G	12/1/2022	12/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	BR/Install Floater			BMW59037560	12/1/2022	12/1/2023	Limit 1,000,000
C	Leased/Rented Equip			BMW59037560	12/1/2022	12/1/2023	Limit 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Amherst is named as additional insured on a primary and non-contributory basis when required by written contract or agreement.

Workers Compensation includes owners.

CERTIFICATE HOLDER

CANCELLATION

Town of Amherst
5583 Main Street
Williamsville, NY 14221

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

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only) Pavilion Drainage Supply Co., Inc. PO Box 219 Pavilion NY 14525</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 575-584-3261</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured 79120968</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number 161125876</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221</p>	<p>3a. Name of Insurance Carrier Travelers Casualty Ins Co of America</p> <p>3b. Policy Number of entity listed in box "1a" UB3K0577932226G</p> <p>3c. Policy effective period 12/01/2022 to 12/01/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are <input checked="" type="checkbox"/> included. (Only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded. </p>


This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for worker compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3 on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will set this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premium 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 earlier.

Please Note: Upon the 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 reference above and that the named insured has the coverage as depicted on this form.

Approved by: Ralph J. Vanner, Jr., CPCU
 or licensed agent of insurance carrier)

Approved by:  02/23/2023
 (Signature) (Date)

Title: CEO

Telephone Number of authorized representative or licensed agent of insurance carrier: (716) 688-8888

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.



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) PAVILION DRAINAGE SUPPLY CO INC PO BOX 219 PAVILION, NY 14525 <i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i>	1b. Business Telephone Number of Insured 716-584-3261 1c. Federal Employer Identification Number of Insured or Social Security Number 161125876
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier ShelterPoint Life Insurance Company 3b. Policy Number of Entity Listed in Box "1a" DBL53400 3c. Policy effective period <div style="display: flex; justify-content: space-between;"> <u>01/01/2023</u> to <u>12/31/2023</u> </div>


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 name insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 2/23/2023 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)

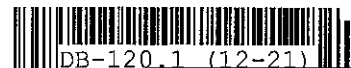
State of New York Workers' Compensation Board

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.**



**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27812

RESOLUTION 2023-688

Interim Release-New York Liquidation Bureau

Please authorize the Supervisor to sign the Interim Release from New York Liquidation Bureau on behalf of the Reliance Insurance Company which reimburses the Town the sum of \$18,936.82 from the Excess Workers' Compensation Policy.

FINANCIAL IMPACT:

\$18,936.82

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27799

RESOLUTION 2023-689

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective August 8, 2023, Temporary, \$15.50 ph, Step 1.

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27800

RESOLUTION 2023-690

Recreation Attendant - PT/Youth & Recreation

Recreation Attendant - PT/Youth & Recreation, Effective August 8, 2023, Temporary,
\$15.00 ph, Step 1.

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27839

RESOLUTION 2023-691

Senior Clerk Typist/Youth & Recreation

Please appoint a Senior Clerk Typist to the Youth & Recreation Department. Permanent, from list pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 8, 2023 at an annual salary of \$36,295, Grade 5, Step A.

Contingent upon completing all pre-employment requirements.

This is a promotion for a current employee who is serving as a Clerk Typist.

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Human Resources
Initiated by: **Robert McCarthy**
Co-Sponsored by:

DOC ID: 27837

RESOLUTION 2023-692

Messenger/Engineering

Please appoint a Messenger to the Engineering Department. Permanent, pending satisfactory completion of a probationary term as set forth in the Civil Service Rule XIII. Effective August 8, 2023 at an hourly rate of \$15.24, Grade 2, Step A.

Contingent upon completing all pre-employment requirements.

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Planning
Initiated by: **Dan Howard**
Co-Sponsored by:

DOC ID: 27834

RESOLUTION 2023-693

Intermunicipal Agreement with the Village of Williamsville for Community Planning Support

Please authorize the Supervisor to sign the agreement between the Village of Williamsville and the Town of Amherst for the Planning Department to provide community planning and zoning support to the Village and its Planning Board, Historic Preservation Commission, and Zoning Board of Appeals, pending successful completion of the Contract Routing System.

FINANCIAL IMPACT:

None

INTERMUNICIPAL AGREEMENT

Between

The Village of Williamsville, New York and

The Town of Amherst, New York

AGREEMENT between the Village of Williamsville, a municipal corporation of the State of New York with offices at 5565 Main Street in the Village of Williamsville, Town of Amherst, Erie County, New York and Town of Amherst, a municipal corporation of the State of New York with offices at 5583 Main Street in the Village of Williamsville, Town of Amherst, Erie County, New York.

WHEREAS, the Village wishes to engage the Town to perform Planning and Zoning support services on behalf of the Village for the term of this Intermunicipal Agreement (hereinafter "IMA");

NOW THEREFORE, it is hereby agreed as follows:

1. The Town, through its Department of Planning shall provide Planning and Zoning support services to the Village as more described in Schedule "A", attached hereto and made a part hereof.

2. Routine services required pursuant to this IMA are to be performed by employees of the Town. In addition, the Town shall provide a Zoning Enforcement Officer (ZEO) who shall be generally responsible for administration of the zoning code and map, and to notify the Town's Commissioner of Building when it has been determined that a violation may/has occurred. The ZEO can recommend to the Town's Commissioner of Building discontinuances of uses of land, structures or construction of structures or additions. The Village shall take any steps necessary to confer Village ZEO powers unto the TOWN provided ZEO. In consideration for the services of the ZEO, the Village shall provide an annual lump sum payment of \$2,500 (plus FICA) annually on the 1st of January. The first lump sum payment shall be prorated to [DATE] , in the amount of \$ (plus FICA) payable upon full execution of this IMA. Said payments shall be deemed a fee payable by the Village to the Town. Beginning in 2024 and annually thereafter the Town Planning Director ("Planning Director") shall review the services performed by the ZEO and the lump sum payment and determine whether an adjustment to the lump sum is warranted. Accordingly, on or before August 1 of each year, the Planning Director shall, if he or she determines an adjustment is necessary, notify the Village of the need and justification for an adjusted payment for the ZEO. Upon receipt of the communication from the Planning Director, the Village shall accept the adjustment as provided by the Planning Director by September 1 or notify the Town of the Village's intent to cancel the IMA effective on December 31 of that current year.

3. The Village will maintain suitable liability insurance to cover the Town for claims arising out of the activities of Town employees performed pursuant to this IMA. The Town will maintain the customary workers' compensation insurance coverage, unemployment insurance coverage and health insurance coverage ordinarily provided to its employees, while its employees are providing services under this IMA. It will not be the responsibility of the Village to provide workers' compensation insurance coverage, unemployment insurance coverage or health insurance coverage for any of the Town employees nor will the Village be responsible for any portion of the premiums paid by the Town for said coverage.

4. The initial term of this IMA shall expire December 31, 2027 and this IMA shall be automatically renewed for five year periods. Either party may cancel this IMA on one hundred twenty (120) days advance written notice. Such notice is to be served by regular mail or personal service upon the Village Administrator of the Village in the case of the notice being served on the Village and upon the Supervisor of the Town in the case of the notice being served on the Town.

5. That the services to be performed hereunder will be performed by persons who are employees of the Town, and that this is not an arrangement between a contractor and sub-contractor.

6. This IMA shall become effective upon the last day of execution thereof by either the Mayor of the Village or the Supervisor of the Town upon authorization from the respective legislative bodies.

7. Should any disputes arise as to the terms of this IMA, such disputes shall be referred for settlement to the Town Attorney and the Village Attorney. In the event the respective Town and Village officials are not able to resolve the dispute, it shall be referred to the Mayor of the Village and the Supervisor of the Town for settlement.

8. This IMA shall be governed by the laws of the State of New York. All claims, disputes and other matters arising out of or relating to this IMA or any breach thereof, if such are not resolved by the procedure set forth herein, shall be decided by the courts and the laws of the State of New York.

9. This IMA may be amended only by written instruments executed by the Mayor of the Village and the Supervisor of the Town upon authorization from the respective legislative bodies.

10. This IMA is the entire agreement between the parties hereto and, except as expressly provided herein, supersedes all prior negotiations, representations or agreements either written or oral.

11. In the event any covenant, condition or provisions herein contained is held to be invalid, unconstitutional or illegal by any court of competent jurisdiction, the invalidity of any such covenant, condition or provisions shall in no way effect any other covenant, condition or provision herein contained provided that the invalidity of such covenant, condition or provision does not materially prejudice either the Village or the Town in its respective rights or

obligations contained in the valid covenants, conditions or provisions of this IMA and provided that this paragraph does not apply to any of the conditions precedent to this IMA.

12. The parties agree to abide by all applicable federal and state laws and regulations pertaining to development, operation and maintenance of public facilities wherein federal or state monies have been provided.

SCHEDULE A

Summary of Responsibilities for Town of Amherst Planning Department Planning and Zoning Services to the Village of Williamsville

Historic Preservation Commission (HPC)

- Inform and instruct potential applicants of the procedures & requirements of Village Code Chapter 47.
- Assist applicants in preparing correct application materials for a Certificate of Appropriateness, Demolition Permit, and site plans for historic properties.
- Review submission for completeness and accuracy with Planning Department staff and HPC members.
- Prepare meeting agenda with the Chairman based on submitted applications and input from HPC members
- Prepare meeting materials including a summary report of all applications on the corresponding agenda for HPC member review prior to a meeting
- Attend meeting & provide support for HPC members as necessary
- Coordinate and conduct State Environmental Quality Review (SEQR) in accordance with Part 617 Regulations, including review of applicant materials, preparation of Village responsible documents (environmental assessment form - parts 2 & 3), determination of significance and final resolution(s) based on the decisions of the HPC
- Support Site Plan review and architectural design review (including SEQR as applicable) for projects required to be reviewed by the HPC in accordance with §112-23 of the Village Code (landmarked properties and properties located within historic districts).
- Review HPC Meeting Minutes for accuracy.
- Advise the Village Building and Zoning Clerk on maintenance of project records and records of decision.

Planning Board

- Support Site Plan review and architectural design review (including SEQR as applicable) for projects required to be reviewed by the Planning Board in accordance with §112-23 of the Village Code
- Address inquiries, schedule and facilitate pre-application meetings with potential applicants.
- Instruct and inform applicants of the requirements and procedures of the Planning Board.
- Receive (from Village Building and Zoning Clerk) and distribute application materials to reviewing agencies as appropriate.

- Conduct a technical review of application materials for compliance with the Zoning. Ordinance, Village Comprehensive Plan, NYS Village Laws, other applicable Village of Williamsville Local Laws, State Environmental Quality Review (SEQR), etc.
- Prepare meeting materials and a summary report for the Planning Board, including a recommendation from Planning Staff and draft resolution(s) for the Board's consideration.
 - Attend the Planning Board meetings to provide support as necessary.
 - Review meeting minutes for accuracy.
 - Coordinate and conduct State Environmental Quality Review (SEQR) in accordance with Part 617 Regulations, including review of applicant materials, preparation of Village responsible documents (notices, environmental assessment form (parts 2 & 3), determination of significance and final resolution(s) based on the decisions of the Planning Board.
- Finalize site plan review process after it has been acted on by the Planning Board.
- Advise the Village Building and Zoning Clerk on maintenance of project records and records of decision. Provide review documents generated by the Planning Department for the official record.
- Conduct LWRP consistency review for projects subject to Planning Board and HPC review.
- Assist the Town Assessor's Office by reviewing parcel merge and split requests for zoning compliance.
- Assist the Town Building Department with building permit reviews for telecommunications facilities by making eligible facilities determinations.

Zoning Board of Appeals (ZBA)

- Assist the Town of Amherst Building Department with Village zoning code review, interpretation, and administration related to zoning compliance.
- Assist TOA Building Department and applicant in identifying appropriate situations for area and use variance appeals and other applications to the ZBA.
- Assist potential applicants with the application process and procedures.
- Conduct a review of submitted applications for completeness and accuracy.
- Advise the Village Clerk's office in the preparation of legal notices and fulfillment of NYS §239m requirements.
- Draft resolutions and SEQR documentation (if applicable) for the ZBA consideration.

Office.

- Formulate ZBA meeting agendas with the assistance of the Village Clerk's
- Attend meetings and provide technical support to the ZBA as appropriate.
- Review records of decision and Meeting Minutes for accuracy.
- Advise the Village Building and Zoning Clerk on maintenance of project records and records of decision.

Village of Williamsville

STATE OF NEW YORK }
COUNTY OF ERIE }
VILLAGE OF WILLIAMSVILLE }

SS.

I ...Sue Canell Administrator/Village Clerk-Treasurer of the Village of Williamsville, Erie County, New York, do hereby certify that at the re-organization meeting of the Board of Trustees of the aforesaid village, on the24thday of.....July.2023, at the Village Hall, Williamsville, New York, the following resolution was adopted, every member present voting therefore; and

ON MOTION by Deputy Mayor DeLano, seconded by Trustee Torre, the following resolution was adopted:

RESOLVED, that the Village of Williamsville Mayor is hereby authorized and directed to sign an Intermunicipal Agreement between the Village of Williamsville and the Town of Amherst for Planning & Zoning services

Motion carried 4-0

I do further certify that I compared the above with the original minutes of the Board of Trustees meeting of said Village held on the.....24th.....day ofJuly2023, and that the above is a true and correct transcript from said original minutes and the whole thereof, and that the resolution duly adopted by said Board of Trustees is on file in my office.

I do further certify that the following members of the Board of Trustees of the Village of Williamsville were present at such meeting, namely: Jeffrey Hahn, Eileen Torre, Trustees, Daniel O. DeLano Jr., Deputy Mayor, and Christine Hunt, Mayor.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Village of Williamsville, Erie County, New York, this.....28thday ofJuly.....2023.



Sue Canell
Administrator/Clerk-Treasurer
Village of Williamsville, New York


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27830

RESOLUTION 2023-694

Erie County Society for the Prevention of Cruelty to Animals D/B/A SPCA Erie County (CRS #4042) Agreement to Adopt Unclaimed Seized Dogs

TOWN BOARD AGENDA ITEM: AUGUST 7, 2023

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 #4042)
 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. This agreement has successfully completed the Contract Routing System.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: August 7, 2023**)

FINANCIAL IMPACT:

A 3510 .4110: Amount TBD

AGREEMENT

THIS AGREEMENT made this 1st day of March 2023 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 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 March 1st, 2023, 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 animals. The Town agrees to seek said care from a licensed Veterinarian, and to adhere to the care/treatment recommendations from said Veterinarian. 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. 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.
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 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 to provide medical treatment as described above in the event the SPCA declines to accept the dog for further investigation.
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. 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) An adoption fee of thirty-five dollars (\$35.00).
 - b) A euthanasia fee of thirty (\$30.00).
 - c) A crematory and disposal fee of thirty (\$30.00).

Also, the Town understands it is its sole responsibility to provide animal control services for its municipality.

The fees accrued during each month shall be paid no later than the fifteenth day of the next subsequent month.

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 \$50 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 \$30.00 per day.
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 or provide care for animals as part of their Town duties to an annual 8-hour training 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 a cost of \$30.00 per day.
12. The Town and the SPCA each agree to cooperate and assist the other in fulfilling the terms of this Agreement.
13. The parties hereto represent and warrant to each other that they each have the full right, power and authority to enter into this Agreement.
14. This Agreement may only be modified or amended through the written consent of both parties hereto.
15. Each party agrees to indemnify the other party, 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 TO ANIMALS ("SPCA")

TOWN OF AMHERST REPRESENTATIVE
("Town")

By: _____
President & C.E.O.

By: _____
Its: _____


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27831

RESOLUTION 2023-695

Infoquest Computer Solutions, Inc. (CRS #4227) APD Personnel & Training Resource Database

TOWN BOARD AGENDA ITEM: AUGUST 7, 2023

TO: Town Board

FROM: Scott P. Chamberlin, Chief of Police

**RE: Infoquest Computer Solutions, Inc. (CRS#4227)
 APD Personnel & Training Resource Database**

Kindly adopt a resolution authorizing the Supervisor to adopt and execute the attached contract between the Town of Amherst (Police) and Infoquest Computer Solutions, Inc. with regard to the above-entitled matter. Approval of this contract is contingent upon the successful completion of the Contract Routing System.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (**Agenda Item: August 7, 2023**)

FINANCIAL IMPACT:

A3120 .4110: \$5,700.00

INFOQUEST COMPUTER SOLUTIONS, INC. PROPOSAL PREPARED FOR AMHERST POLICE DEPARTMENT JUNE 30, 2023

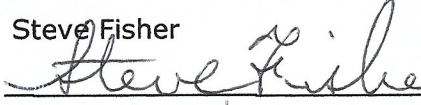
<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	MS ACCESS Development Contract.....	\$5,700	\$5,700

- Sixty (60) hour custom database development block (2nd block of time may be required for full implementation)
- Development activities include custom designed Personnel & Training Resource Database
- Amherst Police maintains ownership of all custom developed software
- Development start date within two weeks of project commitment

DEVELOPMENT ACTIVITIES INCLUDE:

- | | |
|--|---|
| * Complete menu interface for all application navigation | * Document attach feature for Personnel/Training |
| * Data entry forms for Personnel and Training | * Report extract options as .PDF or Excel |
| * Full complement of administrative tools to manage interface | * Automated email options |
| * Reporting options within both Personnel and Training modules | * Security handling for all user access |
| * SQL Express backend to maintain all data | * Full multi-user access to interface |
| * Import of CHARMS data if available | * Staff training |
| * Automated alert functions for enhanced tracking by staff | * Best practice standards to enhance application maint. |
| * Full custom search functionality | * Integrate application on server and designated PC's |
| * History module for all archived activity | * Technical software overview |

Town of Amherst Representative: _____
 Date: _____

Infoquest Representative: Steve Fisher

 Date: 07/21/23

Addendum to Contract Minor Exposure

1. Notwithstanding any other provision in this Agreement, the following clauses shall be controlling. Should any other provision of the Agreement conflict with the clauses in this Addendum then the provisions of this Addendum are to be enforceable and any conflicting provision shall be considered null and void.
2. No rules, requirements or customs of any society or association of professional Contractors or any similar association shall affect this Agreement in any way whatsoever or be binding upon the Town.
3. To the fullest extent permitted by law, Contractor shall indemnify and hold the Town, its officers, agents, and employees, harmless from any and all liability, demands, claims, or expenses, awards or judgments imposed upon the Town, its officers, agents, and/or employees, arising out of the work of the Contractor its officers, agents, subcontractors, and/or employees as well as the negligence, active or passive, of the Contractor, its officers, agents, subcontractors, and/or employees.
4. Contractor shall not commence work under this Agreement until it has obtained all insurance specified below, produced satisfactory proof of the same and such insurance has been approved by the Town.
 - (a) Workers' Compensation Insurance: Contractor shall take out and maintain during the life of this Agreement, Workers' Compensation Insurance (both Part A and Part B) for its employees to be assigned to the work hereto under.
 - (b) General Liability, Professional (if applicable) Liability and Property Damage Insurance: Contractor shall take out and maintain during the life of this Agreement, such general liability and property damage insurance as shall protect it and the Town of Amherst from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this Agreement. The amounts of such insurance shall be as follows in an amount not less than \$1,000,000.00 per occurrence for bodily injury and property damage including wrongful death, and \$2,000,000.00 aggregate
 - (c) Contractor shall furnish the above insurances, including subcontractors' insurances, to the Town and shall also assure that any policy procured by it shall name the Town as an additional insured on a primary and non-contributory basis.
 - (d) Contractor shall ensure all its subcontractors, if any, have obtained all the above insurances and shall also assure that any policy procured by any subcontractor or sub-subcontractor shall name the Town as an additional insured on a primary and non-contributory basis. 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 contract and subject the Contractor 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 contract and subject the Contractor 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.

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:

Agreed to and Accepted by:

Infoquest Computer Solutions, Inc **Town of Amherst**
Print Name of Company

By: Steven Fisher
Signature

By: _____
Brian J. Kulpa, Supervisor

Steven Fisher
Printed name

Date: _____

Date: 07/21/23

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:

Infoquest Computer Solutions, Inc.

Signature:

Steven Fisher

Print Name:

Steven Fisher

Title:

President

Date:

07/21/23

Sworn To Before Me This

21st Day of July, 2023

DOMINIQUE ANGELLOTTI
Notary Public, State of New York
Qualified in Erie County
Reg. No. 01AN6444213
My Commission Expires Nov. 21, 2026

Dominique Angellotti
Notary Public



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/09/2023

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 USI INSURANCE SERVICES LLC/PHS 01215796 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	CONTACT NAME: PHONE (866) 467-8730 (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:																					
INSURED INFOQUEST COMPUTER SOLUTIONS INC. 6633 MAIN ST STE 7 WILLIAMSVILLE NY 14221-5965	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC#</th></tr> </thead> <tbody> <tr> <td>INSURER A:</td><td>Hartford Fire Insurance Company</td><td>19682</td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC#	INSURER A:	Hartford Fire Insurance Company	19682	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y-YYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X		01 SBA AI9071	07/08/2023	07/08/2024	EACH OCCURRENCE \$1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY			01 SBA AI9071	07/08/2023	07/08/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	ANY AUTO						BODILY INJURY (Per person)
	ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/>						BODILY INJURY (Per accident)
	HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/>						PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB						EACH OCCURRENCE
	<input type="checkbox"/> OCCUR CLAIMS-MADE						AGGREGATE
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					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)

Those usual to the Insured's Operations. Town of Amherst is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy. Coverage is primary and non-contributory per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Town of Amherst
 5583 MAIN ST
 WILLIAMSVILLE NY 14221-5488

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

Susan L. Castaneda

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Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Police
 Initiated by: **Scott Chamberlin**
 Co-Sponsored by:

DOC ID: 27838

RESOLUTION 2023-696

Second Amendment FY2019 Targeted Tactical Team Grant (CRS #4251) NYS Division of Homeland Security and Emergency Services Original Approved Grant Agreement: CRS# 2702

TOWN BOARD AGENDA ITEM: AUGUST 7, 2023

To: Town Board

From: Scott P. Chamberlin, Chief of Police

**Re: Second Amendment
 FY2019 Targeted Tactical Team Grant (CRS #4251)
 NYS Division of Homeland Security and Emergency Services
 Original Approved Grant Agreement: CRS# 2702**

Kindly adopt a resolution authorizing the Supervisor to adopt and electronically execute (if required) the attached amendment with regard to the above matter. This amendment is for a one (1) year time extension only. The original grant agreement was approved by the Town Board on June 21, 2021 by Resolution #2021-554. Approval of this amendment is contingent upon successful completion of the Contract Routing System.

Thank you.

SPC:msl

Attachment

C: Tim Koller, Deputy Town Clerk (w/attachment, Agenda Item: August 7, 2023)

FINANCIAL IMPACT:

None for the purposes of this resolution

Funding Source is the same as originally adopted



Fwd: 2019 Tactical Team Grant C163699 extension request

----- Forwarded message -----

From: **Lamothe, Ryan (DHSES)** <Ryan.Lamothe@dhses.ny.gov>
 Date: Wed, Aug 2, 2023 at 9:42 AM
 Subject: RE: 2019 Tactical Team Grant C163699 extension request
 To: Thomas Brown <TBrown@apdny.org>
 Cc: William Julicher <WJulicher@apdny.org>, Kyle Lefevre <KLeFevre@apdny.org>, Matthew Lobuglio <mlobuglio@apdny.org>, Adam Olson <aolson@apdny.org>, Craig Petit <cpetit@apdny.org>

Good Morning Lieutenant,

This request is approved. I've completed the amendment in Egrants (TT19-1008-E02). When you have a moment, please log into EGrants and review the changes (only change is contract ending date 8/31/2024). Once reviewed, please click the submit button and as always, please reach out with any questions.

Ryan

From: Thomas Brown <TBrown@apdny.org>
 Sent: Tuesday, August 1, 2023 11:49 AM
 To: Lamothe, Ryan (DHSES) <Ryan.Lamothe@dhses.ny.gov>
 Cc: William Julicher <WJulicher@apdny.org>; Kyle Lefevre <KLeFevre@apdny.org>; Matthew Lobuglio <mlobuglio@apdny.org>; Adam Olson <aolson@apdny.org>; Craig Petit <cpetit@apdny.org>
 Subject: 2019 Tactical Team Grant C163699 extension request

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

I would like to request an extension to the 2019 Tactical Team Grant #C163699.

Due to unforeseen issues with the supply chain due to covid it took us an exorbitant amount of time to get the vehicle the town purchased to be up armoured using the grants funds. After finally receiving the vehicle, the Town has completed the public bid process and awarded the winning contract. The contract has a completed date of 1/31/2024.

I would like to request a full 1 year extension until 8/31/2024 to account for any unforeseen issues that may arise with the build process.

If you need any other information from me please don't hesitate.

Tom

Attachment: ApprovalEmailfromNYSforAmendment8.2.2023 (RES-2023-696 : Second Amendment 2019 Tactical Team Grant (CRS#4251))

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 27820

RESOLUTION 2023-697

Midstate Bakery Distributors CRS #4215

We respectfully request Town Board permission to authorize the Supervisor to sign the Piggyback Contract between the Town of Amherst and Midstate Bakery Distributors.

FINANCIAL IMPACT:

A6773-4000

Amount TBD



Amherst Center for Senior Services
370 JJ Audubon Parkway, Amherst, NY
14228

PURCHASE OF BREAD PRODUCTS PIGGY BACKING AGREEMENT

Let this document stand in an Agreement between Midstate Bakery Distributors, Inc. and The Town of Amherst permitting The Town of Amherst to participate in the purchasing of bread products from Midstate Bakery Distributors, Inc. under Erie I BOCES Bread Product Cooperative Bid, Effective, July 1, 2023 – June 30, 2024 , Vendor #_16018._____.
Delivery Included.

Agreed to and Accepted By:

Agreed to and Accepted By:

Midstate Bakery Distributors, Inc

Town of Amherst

Signature

Signature

Print Name

Harry Wyman

Print Name

Title

Gen. Mgr.

Title

Date

7/14/23

Date

BRIAN J. KULPA
Supervisor, Town of Amherst

MELISSA ABEL
Director, Senior Services



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.

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,

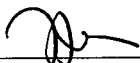
regulations or ordinances for any state other than New York State, to the laws, statutes, rules, regulations or ordinances for any county other than Erie County, New York or to the laws, statutes, rules, regulations or ordinances for any municipality other than the Town of Amherst, then the laws, statutes, 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: _____

Midstate B.D. Inc.
Print Name of Company

By: 
Signature

Harry Wyman, Lm
Printed name

Date: 7/14/23

Agreed to and Accepted by: _____

Town of Amherst

By: _____
Brian J. Kulpa, Supervisor

Date: _____

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

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 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). The 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 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, 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 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: Midstate B-D Inc.
 Signature: [Signature]
 Print Name: Harry E Wyman
 Title: GM
 Date: 7/14/23

BRITTANY A CELOTTO
 Notary Public - State of New York
 Registration No. 01CE6294853
 Qualified in Erie County
 Commission Expires 12/23/2025

Sworn To Before Me This

14 Day of JULY, 2023
Brittany A. Celotto
 Notary Public

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

*****NOTICE TO BID VENDORS PLEASE READ THIS PAGE*****

- ❖ ALL VENDOR RESPONSE FORMS MUST BE SUBMITTED **ELECTRONICALLY in EXCEL ONLY VIA CD/Jump Drive, SUPPLIED BY BIDDER, along with printed version.** SEE FURTHER INSTRUCTIONS BELOW. (BidNet Direct only has an option for vendor responses to be hard copy or electronic (meaning by e-mail) Erie 1 BOCES will select the hard copy option, because e-mailed or faxed bids are not acceptable).
- ❖ IF YOU ARE NOT BIDDING AT THIS TIME, THERE IS NO NEED TO SEND NOTICE – ALL BIDS AND AWARDS ARE POSTED ON-LINE.
- ❖ PLEASE PUT BID NAME ON THE OUTSIDE ENVELOPE (THIS INCLUDES THE UPS, FEDEX OR DHL ENVELOPE AS WELL. MANY TIMES WE ARE OPENING MORE THAN ONE BID AT A TIME!)
- ❖ ALL DOCUMENTS MUST BE ORIGINAL. FAXED OR E-MAILED COPIES OF ANY PAGES WILL NOT BE ACCEPTED.
- ❖ IF BIDDING ON A PACKAGE SIZE OTHER THAN THAT REQUESTED PLEASE LET US KNOW WHAT YOUR UNIT PRICE REFLECTS.
(EXAMPLE, if we ask for each and you bid 12 per case, let us know if your unit price is per each or per case (sold per case priced each or sold and priced per case)).
- ❖ The Bidder may submit a Bid for any product which is in all material respects equal to any of the Product specified as a substitute therefore. The decision of the Erie 1 BOCES or a Component School District as to whether a substitute product is “in all material respects equal” shall be final. If a Bid is submitted on a substitute product, the Bidder must in each instance specify the trade designation, the manufacturer’s name and detail specifications of such product, or supply a sample. A Bid received which does not specify the foregoing shall be deemed to be submitted with respect to the Product detailed in the Erie 1 BOCES specifications.

DOCUMENTS TO BE RETURNED:

- ❖ NOTICE TO BIDDERS MUST BE COMPLETE. To supply company name, contact person, address, phone numbers and notes.
- ❖ CORPORATE RESOLUTION – MUST BE FILLED OUT AND SIGNED
- ❖ NON-COLLUSIVE BIDDING CERTIFICATION – MUST BE SIGNED
- ❖ IRAN DIVESTMENT ACT CERTIFICATION – MUST BE SIGNED

SEXUAL HARASSMENT POLICY & TRAINING CERTIFICATION – must be signed and notarized.

- ❖ **EVERY BID MUST HAVE A CURRENT:** W-9 form Request for Taxpayer Identification Number and Certification MUST be completed and included in your sealed bid response.
- ❖ **REFERENCE SHEET- NEW VENDORS ONLY**
- ❖ **BID VENDOR RESPONSE FILE ELECTRONIC EXCEL FILE** (via CD/Jump Drive) (ATTACHED AS VENDOR RESPONSE) AND A PRINTED VERSION (use PDF file or modify print settings on the excel file).

ALL BID REQUESTS AND BID AWARDS ARE POSTED ONLINE AT:

<https://main.wnyric.org/doc/Erie1Coo.nsf> or <https://www.bidnetdirect.com/newyork>

BID REQUESTS AND AWARD NOTICES WILL NOT BE MAILED. IF YOU HAVE TROUBLE WITH THE BIDNET WEBSITE, PLEASE CONTACT BIDNET AT 1-800-835-4603.

Instructions for the Submission of Electronic Bid Forms

1. **Erie 1 BOCES uses electronic bid sheets as part of the Cooperative Bid process.**
2. **Bid vendor response forms shall be completed** electronically in Excel (using the attached file) and submitted on a CD/Jump Drive (supplied by bidder) along with signed hard copies of all the required bid documents and a printed version of the bid form in a sealed envelope marked with the name of the bidder and the bid title on the front of the envelope. Bid packets and forms must be submitted by the date and time specified. E-mailed or faxed responses are not acceptable.
4. Bidder must insert the price per unit as specified.
5. **An example bid sheet is attached. Please refer to this sample sheet when filling out the bid forms.**
6. Please do not use the Alternate or Notes area of the bid form to submit bid information. These areas are hidden and are for BOCES use only.

Bidding as Specified

7. If the bidder is bidding as specified (including manufacturer, color and package size) the bidder should fill in **only** the **Unit Cost** and the **Vendor Catalog Number** fields.

Unit Cost	Vendor Catalog
-----------	-------------------

	Number
N12.4	C35

Bidding other than as specified or adding a note

9. If the vendor is offering a product in which the manufacturer's **packaging size is not the same** as the packaging requested in the bid specifications, the bidder is required to fill in **all substitute fields**. **COPY & PASTE the bid description over to the substitute column, and then make changes to the description where needed.** The bidder must also adjust the number of packages needed of their product to equal the actual total individual units requested in the specifications. Failure to provide substitute packaging may result in the rejection of the bid item. **The bid software will not recognize the vendor substitute offer if the unit of measure (UM), cost & quantity information are not provided and will not evaluate the bidders pricing for that item. All quantities must be in whole numbers. Cannot bid 0.20 cases. Round up to 1.00 case.**

Vendor Catalog Number	Substitute Desc	Subs UM	Subs Unit Cost	Subs Qty
C35	M	C4	N12.4	N11.2

10. If the vendor is offering a **substitute item** with the same packaging as the items specified, the bidder is required to fill in **all substitute fields**. **COPY & PASTE the bid description over to the substitute column, and then make changes to the description where needed.** The bid software will not recognize the vendor substitute offer if the unit of measure (UM), cost & quantity information are not provided and will not evaluate the bidders pricing for that item. Failure to provide packaging information with a substituted item may result in the rejection of the bid item. **All quantities must be in whole numbers. Cannot bid 0.20 cases. Round up to 1.00 case.**

Vendor Catalog Number	Substitute Desc	Subs UM	Subs Unit Cost	Subs Qty
C35	M	C4	N12.4	N11.2

11. The bidder **shall not change** or provide the bid sheets in a different format than the one provided. Any change in the electronic format will prevent the CD/Floppy/Jump Drive from being read by the bid evaluation software and therefore may result in the rejection of the bidders' submittal.

Helpful Hints

Complete the EXCEL File as your bid response.

You can only enter information in the YELLOW FILLED Columns. Modifying the white columns will prevent your file from importing correctly.

When bidding a substitute or adding in any notes about an item, COPY & PASTE the bid description over to the substitute column, and then make changes or add notes to the description where needed.

All quantities must be in whole numbers, cannot bid 0.20 cases. Round up to 1.00 case. It would be helpful to save a copy of the file into your computer so you can use the file to your benefit. Example would be to add a column for the extended prices.

Leave the items you are not bidding on blank, do not delete them from the file and do not mark them with 'N/A'.

You may modify column widths, but you may not delete any columns or rows.

We do require the electronic file via Excel, on CD/Floppy/Jump Drive AND a printed version. The printed version can be from the separately attached PDF File or by modifying print settings on the excel file and printing that file.

The vendors main focus for submitting a bid response should be on the electronic excel file, then the printed version.

Unit of Measure should be Alpha only, limit of 4 characters.

Electronic Bid Sheet Examples

1. In the below example, the bidder is bidding the same product specified in the same size specified. The bidder will only fill in the Unit Cost and the Vendor Catalog Number.

Bid ID	Item ID	Subcategory	Item Description	Unit Measure	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Unit Cost	Subs Qty
C20	C11	C8	M	C4	N11.2	N12.4	C35	M	C4	N12.4	N11.2
Paper/Plastic	10-20-040	C1FA	LAUNDRY DETERGENT - ARM & HAMMER, 25# BOX	BX	4.00	10.2500	147880				

Changes to these fields will prevent your bid from being read.

2. In this example, the bidder is bidding a substitute product specified in the same size specified. The bidder must fill in all five highlighted columns for the bid to be properly read by the bid software.

Bid ID	Item ID	Subcategory	Item Description	Unit Measure	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Unit Cost	Subs Qty
C20	C11	C8	M	C4	N11.2	N12.4	C35	M	C4	N12.4	N11.2
Paper/Plastic	10-35-035	C1PS	HOT FOAM CUPS, 8 OZ., MOHAWK/ EQUAL, 1M/CS	CS	16.00		SOLO436	HOT FOAM CUPS, 8 OZ., SOLO 436, 1M/CS	CS	14.9600	16.00

Changes to these fields will prevent your bid from being read.

3. In this example, the bidder is bidding the same product specified in a different size than specified. The bidder must fill in all five highlighted columns for the bid to be properly read by the bid software.

Bid ID	Item ID	Subcategory	Item Description	Unit Measure	Quantity	Unit Cost	Vendor Catalog Number	Substitute Desc	Subs UM	Subs Unit Cost	Subs Qty
C20	C11	C8	M	C4	N11.2	N12.4	C35	M	C4	N12.4	N11.2
Paper/Plastic	10-70-035	C1PS	CHINET 10-1/2" PLATE, #22605/EQ, 500/CS	CS	10.00		22605	CHINET 10-1/2" PLATE, #22605/EQ, 250/CS	CS	5.3500	20.00

Changes to these fields will prevent your bid from being read.

When bidding a substitute, please

NOTICE the quantity and unit cost columns are flip flopped in the substitute area. Both columns must be filled in when bidding a substitute. Enter catalog number, copy bid description and make changes to reflect your bid, enter the unit of measure, the unit cost, and then the quantity. All quantities must be in whole numbers. Cannot bid 0.20 cases.

Round up to 1.00 case.

Unit of Measure should be Alpha only, limit of 4 characters.

NOTICE TO BIDDERS

The Erie 1 Board of Cooperative Educational Services ("Erie 1 BOCES"), First Supervisory District, County of Erie, State of New York, hereby invites the submission of sealed bids for:

BREAD PRODUCTS 2023-24

Sealed bids will be received by the Erie 1 BOCES Purchasing Department no later than:

Date: MAY 9, 2023

Location: Erie 1 BOCES (Bldg. C)

355 Harlem Rd.

Time: 11:00 a.m.

West Seneca, NY 14224

All bids will be publicly opened. The completed bid including all required documentation must be submitted in a sealed envelope and labeled "C24-BREAD". Please forward your bid to the attention of the Erie 1 BOCES Purchasing Department at the address listed above. Faxed and/or electronically transmitted bid submittals will not be accepted.

COMPANY NAME:

CONTACT PERSON:

ORDER ADDRESS:

TELEPHONE & extension:

FAX:

E-MAIL

ADDITIONAL VENDOR NOTES HERE (i.e. VENDOR BID NUMBER, MINIMUM ORDER, etc.):

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

*ERIE 1 BOCES**APPENDIX 1**CORPORATE RESOLUTION OF*

 Name of Corporation

RESOLVED, that it is desirable and in the best interest of this Corporation that it determine and submit a bid to contract with Erie 1 BOCES; that

 Name and title of individual

Hereby is authorized to perform on behalf of this Corporation any and all such acts as he or she may deem necessary or advisable in order to obtain said Contract, and in connection therewith to execute all requisite papers and documents, including but not limited to applications, reports, surety bonds, irrevocable consents and appointments of attorneys; and the execution by such officers of any such paper or document or the doing by them of any act in connection with the foregoing matters shall conclusively establish their authority therefore from this Corporation and the approval and ratification by this Corporation of the papers and documents so executed and the action so taken.

CERTIFICATE

The undersigned hereby certifies that he/she is the Secretary of _____, a corporation organized and existing under the laws of the State of _____ that the foregoing is a true and correct copy of a Resolution duly adopted at a meeting of the Board of Directors of said corporation held on the _____ day of _____, 20____, at which a meeting quorum was at all times present and acting, and that passage of said Resolution is in full force and effect.

Dated this _____ day of _____, 20____.

 Secretary of Corporation

Erie 1 BOCES

ERIE 1 BOCES
MUST BE SIGNED AT TIME OF BID OPENING

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, the bidder hereby certifies the following:

- a) this bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) this bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- c) no attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) the person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

 (Bidder)

 (Title)

 (Person signing on behalf of bidder)

 (Dated)

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

**IRAN DIVESTMENT ACT CERTIFICATION
MUST BE SIGNED AT TIME OF BID OPENING**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY 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 AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award 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.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: : _____

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED

I, _____, being duly sworn, deposes and says that I am
 (Name of Individual Signing this Certification)

the _____ of the _____
 (Title/Position of Signer) (Company Name)

and that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and 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 201-g of the New York State Labor Law.

 Signature

Sworn to before me this

_____ day of _____, 20_____

 Notary Public

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

ACKNOWLEDGEMENT

By submission of this bid proposal, the bidder further certifies that:

- a) No member of the Board of Cooperative Educational Services, nor any officer or employee or person whose salary is payable in whole or in part from the treasuries of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- b) No officer or employee of the Agency, New York State Department of Education or any other governmental agency shall hold or receive any share or interest in this contract or derive any personal benefit arising there from.
- c) Said Bidder has carefully examined the Instructions to Bidders, Schedules, Special Conditions, and Specifications prepared under the direction of the Board of Education, and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all the materials, supplies, apparatus, goods, wares, merchandise, services or labor which this bid is made.
- d) Bid awards are subject to the GENERAL CONDITIONS included herewith in this Bid.
- e) Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "*Iranian Energy Sector Divestment*".
- f) Unsigned bids or documents will be subject to rejection.

INSTRUCTIONS

1. The *Non-Collusive Bidding Certification* located on page 6 of this document must be signed and included with your bid submittal.
2. **CONTRACT TERM:** Prices shall be effective for all orders placed between **JULY 1, 2023 – JUNE 30, 2024 AS LONG AS THE PURCHASE ORDER DATE IS WITHIN THIS TIMEFRAME.** Vendors **MUST SPECIFY** a minimum order level (if applicable), however, it should be understood that any minimum order requirements will be a factor in the evaluation process of bids and in the awarding of contracts. **PLEASE EXPLAIN TERMS FOR ORDERS NOT MEETING THE REQUIRED MINIMUM ORDER. IF NO MINIMUM ORDER LEVEL IS SPECIFIED, WE WILL ASSUME THERE IS NONE.**

3. AWARDED BID PRICING: The awarded bid pricing shall be fixed and net delivered to include Shipping & Handling charges during the contract term. There will be no charges added to the invoices of any kind i.e. fuel surcharges, special deliveries, your supplier price increases, etc.

PRODUCT MUST BE MADE AVAILABLE TO ACCOMMODATE SUMMER SCHOOL CLASSES BEGINNING JULY 1, 2023.

4. SPECIAL CONDITIONS: The following conditions apply to the 2021-2022 fiscal year:
 - a. All products bid, to the extent possible, should not use 'caramel coloring' in the manufacturing process thus lightening the color of the bread product and improving the likelihood of acceptance by student diners.
 - b. Each product bid must be accompanied by a fully executed 'Formulation Statement' included in this bid package and utilizing either 1) Crediting standards based on 'Revised Exhibit A – weights per ounce equivalent', or Crediting standards based on 'Grams of Creditable Grains'.
 - c. Both 'Formulation Statements' require a copy of the label from the product package, completion of the form and full certification at the end of the form.
5. Fresh bread must be no more than 24 hours old (48 hours if the delivery follows a day that business is closed).
6. Bidders shall include as part of their bid, a list of and description of the packaging code system used to determine the product's freshness.
7. Each package shall be clearly labeled by law as to ingredients, weight and other required information.
8. No tropical oil or saturated fats can be used in the bread products.
9. The Bidder warrants that all bread and bread products are produced, handled and distributed in full compliance with applicable Federal, State and local health codes and regulations.
10. The Food and Drug Administration requires that any food product which carries the whole-grain health claim must by regulation contain 51% or more whole-grain ingredients by weight per reference amount.
11. Bid items specified as "Whole Wheat" or grain, requires that the product be composed of a

minimum of 51% or better of the primary grain as listed by weight in the ingredient statement.

12. QUANTITIES: The quantities listed in the BID RESPONSE FORM are provided as a guide to probable requirements during the contract term and therefore cannot be guaranteed.

13. PRODUCT SAMPLES: Vendors must submit a sample of each item that is bid – **VENDORS WILL BE NOTIFIED WHEN SAMPLES ARE DUE, AFTER THE BID OPENING.** One sample package is sufficient.

a. Vendors must submit an FDA-style ingredient and nutritional statement to correspond with each sample of each item bid.

b. A marked sample package must include the following:

i. Erie 1 BOCES bid item number (BRxxx)

ii. Item code and complete description of substituted item

iii. FDA style nutritional and ingredient statement

14. DELIVERY: Delivery of product in DOT Health Inspected vehicles is expected for all orders from this bid to the Agency delivery points including shipments to individual schools within the school districts. These delivery points should be used as the basis for determining the vendor's F.O.B. destination perimeter and must be clearly and specifically stated in your bid.

a. Vendor must give advanced notice to the agency prior to impending deliveries and also give advanced notice to the agency if a shipment will be delayed.

b. All deliveries shall be for the specific day ordered.

c. Orders (advanced estimates) must be placed no later than noon Wednesday prior to the delivery week.

d. Change orders (deletions and additions) can be made by noon of the business day immediately preceding the delivery date.

e. Orders shall not be delivered in advance unless authorized by the Agency.

f. Deliveries shall be made to inside facilities at locations mutually agreed upon by each Agency and the seller.

g. If a supplier is out of stock on a product, then the Agency Food Service Manager

must be notified by the vendor within 48 hours after placing the order.

- h. In the event of a non-scheduled closing by an Agency, every effort will be made to cancel a delivery before the seller's delivery run begins.
- i. In the event the Agency is unable to effect a cancellation of a delivery, a good-faith effort will be made by the Agency to accept and store the delivered goods if personnel and adequate storage spaces are available.
- j. If the Agency is unable to accept and store the delivery, the vendor shall be notified and alternate arrangements made that are mutually agreeable to both parties.
- k. Deliveries must be accompanied by an itemized, unit and extended priced delivery ticket for each delivery location as instructed by each Agency.
- l. Deliveries must be signed and dated by an authorized representative of the Agency.
- m. Deliveries made to locations not specified by the Agency or not signed as specified, or not delivered to inside the facility shall be considered "non-delivered" and not subject to payment by the Agency.
- n. Delivery of product is expected to be in the company's DOT registered vehicles and not in personal vehicles that do not meet Federal and NYS Health Codes.
- o. The awarded Bidder shall be liable for monetary losses incurred by any Agency as a result of the Bidder's failure to meet the stipulated delivery schedule i.e. losses resulting from the need to purchase on the open market.

19. STORAGE OF PRODUCT: The vendor shall provide at each delivery location, suitable storage racks and dollies at no expense to the Agency.

- a. Storage racks and dollies supplied by the vendor shall be properly constructed to prevent spillage of contents and shall meet all the requirements of local health codes.
- b. The vendor shall be responsible for removing all delivery containers and storage racks immediately after each delivery.
- c. The Agency is not obligated to pay deposits on or be responsible for the loss or damage of delivery containers.

21. SELLER MANIFEST: The vendor shall provide to the agencies a monthly statement indicating the specific units delivered, the unit price and dollar extension for each delivery location.
22. If the vendor has entered into a Processing Contract that utilizes United States Department of Agriculture (U.S.D.A.) surplus commodities for use in the production of bread and bread products, then the bidder shall comply with all the provisions contained in the Processing Contract that relates to the production, packaging, reporting and labeling of the products bid under this agreement.
 - a. The vendor shall notify the Agency of any change in the status of their agreement as a Processing Contractor within five (5) working days of the notice that a change in status is to take place or as instructed by the Agency.
 - b. If a Government Donated Commodity becomes available which can be used in the production of this product, a successful bidder will, after approval of the Bureau of Donated Foods, use that food in its production and pass the reserves the right to re-bid or award to an alternate bidder.
15. BID RESPONSE FORM: Separate file - use this document/file to submit your bid.
16. Each BOCES/School District will arrange all ordering and shipping instructions with the successful bidder ("Seller"). Delivery dates and locations shall be mutually agreed by each BOCES/School District and the successful bidder.
17. Orders shall be placed in advance of the scheduled delivery day and at the designated delivery points as mutually agreed upon by each participating school district and the Seller. Delivery is expected for all orders from this bid to the Agency delivery points including shipments to individual schools within the school district.
18. Seller must give advanced notice to the agency prior to impending deliveries and also give advanced notice to the school district if a shipment will be delayed.
19. The seller shall not deliver products in advance unless specifically authorized by the school district.
20. In the event the Agency is unable to effect a cancellation of a delivery, a good-faith effort will be made by the school district to accept and store the delivered goods if personnel and adequate storage spaces are available.
21. If the school district is unable to accept and store the delivery, the seller shall be notified and alternate arrangements made that are mutually agreeable to both parties.

22. Deliveries must be accompanied by an itemized, unit and extended priced delivery ticket for each delivery location as instructed by each school district.
23. All deliveries must be signed and dated by an authorized representative of the school district.
24. Vendors must disclose any family or any other personal relationships with district administrators or board members.
25. All orders are subject to budget approval.
26. Award notices will be posted on-line at <https://main.wnyric.org/doc/Erie1Coo.nsf> or <https://www.bidnetdirect.com/new-york>. Award notices will not be mailed.
27. All supplies bid must meet the OTC (Ozone Transport Commission) Regulations. You may view the regulations at <http://www.dec.ny.gov/regs/2492.html> Part 235: Consumer Products - Subpart 235-3: Standards.
28. All supplies/equipment bid must contain instructions for use written in English.
29. All bids for gloves of any kind require samples. Awards will be based on samples.

**THIS BID IS SCHEDULED TO BE AWARDED AT THE
June 14, 2023 BOARD OF EDUCATION MEETING,
AWARD NOTICES WILL BE POSTED ONLINE**

<https://main.wnyric.org/doc/Erie1Coo.nsf>

or

<https://www.bidnetdirect.com/new-york>

FOLLOWING THE MEETING.

Questions regarding this bid should be addressed to:

Tim Kehoe, Purchasing Manager

Email: tkehoe@e1b.org

DEBARMENT & SUSPENSION CERTIFICATION STATEMENT

United States Department of Agriculture (USDA)

*** THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR BID ***

A school district food authority is prohibited from contracting with a company or individual that has been debarred or suspended in accordance with 7 CFR Part 3017. This prohibition does not extend to contracts in existence at the time of the debarment/suspension or to most contracts under \$25,000. Rather, it applies to new contracts and extensions or renewals or existing contracts of \$25,000 or more and to contracts for audit services, regardless of amount.

I _____, representing
(print vendor authorized representative)

_____, do hereby certify that
(name of vendor bidding)

neither the "Named Vendor Bidding" nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign and submit this certification statement.

(signature of named representative)

(date)

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

ERIE 1 BOARD OF COOPERATIVE EDUCATIONAL SERVICES
 EDUCATIONAL CAMPUS
 355 HARLEM ROAD
 WEST SENECA, NY 14224

PARTICIPANTS – BREAD PRODUCTS

May not represent a complete list of bid participants at the time of bid opening.

AKRON CENTRAL
 ALDEN CENTRAL
 AMHERST CENTRAL
 ATTICA CENTRAL
 BARKER CENTRAL
 CHARTER SCHOOL FOR APPLIED TECHNOLOGIES
 CHEEKTOWAGA-SLOAN UFSD
 DEPEW UNION FREE SCHOOL DISTRICT
 FRONTIER CENTRAL
 GOWANDA CENTRAL
 GRAND ISLAND CENTRAL
 HAMBURG CENTRAL
 HOLLAND SCHOOLS
 JAMESTOWN PUBLIC SCHOOLS
 KENMORE-TONAWANDA UFSD
 LANCASTER CENTRAL
 NEWFANE CENTRAL
 NIAGARA FALLS CITY SCHOOL
 NIAGARA WHEATFIELD CENTRAL
 ORLEANS NIAGARA BOCES
 PIONEER CENTRAL
 ROYALTON HARTLAND CENTRAL
 SPRINGVILLE-GRIFFITH SCHOOL DISTRICT
 SWEET HOME CENTRAL
 STANLEY G FALK
 WELLSVILLE CENTRAL
 WEST SENECA CENTRAL
 WILLIAMSVILLE CENTRAL
 WILSON CENTRAL
 WNY MARITIME CHARTER SCHOOL

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

TO BE COMPLETED BY ALL VENDORS

Form W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.																																													
Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.																																														
	2 Business name/disregarded entity name, if different from above																																														
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=S corporation, S=S corporation, P=partnership) in _____ Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) in _____																																														
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)																																														
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)																																													
6 City, state, and ZIP code																																															
	7 List account number(s) here (optional)																																														
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note: If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9" style="text-align: center;">Social security number</td> </tr> <tr> <td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td><td style="width: 25%;"> </td> </tr> <tr> <td colspan="9" style="text-align: center;">OR</td> </tr> <tr> <td colspan="9" style="text-align: center;">Employer identification number</td> </tr> <tr> <td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td> </tr> </table>			Social security number																		OR									Employer identification number																	
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Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.																																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%; vertical-align: top;"> Sign Here Signature of U.S. person in _____ </td> <td style="width: 80%; vertical-align: top;"> Date in _____ </td> </tr> </table>			Sign Here Signature of U.S. person in _____	Date in _____																																											
Sign Here Signature of U.S. person in _____	Date in _____																																														
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/w9 . Purpose of Form An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following: • Form 1099-INT (interest earned or paid) • Form 1099-DIV (dividends, including those from stocks or mutual funds) • Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) • Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) • Form 1099-S (proceeds from real estate transactions) • Form 1099-K (merchant card and third party network transactions) • Form 1099 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) • Form 1099-C (canceled debt) • Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See <i>What is backup withholding?</i> on page 2. By signing the filled-out form, you: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See <i>What is FATCA reporting?</i> on page 2 for further information.																																															

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

TO BE COMPLETED BY VENDORS NEW TO ERIE 1 BOCES

Erie 1 BOCES			
Reference Page			
Please list at least three (3) references for which you have provided the same or similar products or services.			
Company/School Name	Contact Name	Address/e-mail address	Phone Number

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

ERIE 1 BOARD OF COOPERATIVE EDUCATIONAL SERVICES
EDUCATIONAL CAMPUS
355 HARLEM ROAD
WEST SENECA, NY 14224

Erie 1 BOCES is an equal opportunity employer

GENERAL CONDITIONS

All invitations to bid issued by Erie 1 BOCES will bind bidders and awarded bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by Erie 1 BOCES. **NO EXCEPTIONS.**

DEFINITIONS

"Erie 1 BOCES"	the legal designation of Erie 1 Board of Cooperative Educational Services.
"Board"	the Board of Education of Erie 1 BOCES
"Notice to Bidders"	a formal statement which, when issued by Erie 1 BOCES, constitutes a solicitation for bids on the services described by the Specifications.
"Bid"	an offer to furnish service, which may/may not include materials, supplies, and/or equipment in accordance with the Notice to Bidders, the General Conditions, and the specifications.
"Bid Offer"	the form on which the bidder submits his/her bid.
"Bidder"	any individual, company, or corporation submitting a bid.
"Contract"	a notice to the successful Bidder by the issuance of a Purchase Order; also all documents relating to the transaction, including but not limited to: the Offer of the Awarded Bidder, Notice to Bidders, Request for Bids, Request for Proposals, General Information, General Conditions, Detailed Instructions, Specifications, and Notice Of Award; also a formal document signed by the Awarded Bidder and the Erie 1 BOCES representative.
"Contractor"	any Vendor to whom a Contract is made by the Board of Education.
"Awarded Bidder"	any bidder to whom an award is made by Erie 1 BOCES.
"Awarded Vendor"	any Vendor to whom an Award is made by Erie 1 BOCES.
"Specification"	description of public work, service, materials, supplies, and/or equipment

and the conditions for its purchase.

BIDS

1. The date and time of bid opening will be indicated in the NOTICE TO BIDDERS document.
2. All bids must be submitted on bid offer forms and in accordance with instructions provided by the Board.
3. Any changes in bid pricing or specifications will not be accepted after the bid opening. If any changes to a submitted bid are requested, then it is the bidder's sole responsibility to request in writing to Erie 1 BOCES that the aforementioned bid be withdrawn and returned to said bidder at bidder's expense. This must be done within a reasonable time PRIOR to the bid opening so as to minimize any disruptions. As such, it shall also be the responsibility of the bidder to resubmit a revised bid if so chosen. However, this revised bid must be received in a sealed envelope by the bid opening date as instructed in the Notice to Bidders.
4. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Erie 1 BOCES. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.
5. All information required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted must be given to constitute a regular bid.
6. The Non-Collusive Bidding Certification must be included with each bid proposal as required by General Municipal Law, section 103-d.
7. The submission of a bid will be construed that the bidder is fully informed as to the extent and character of the supplies, materials, equipment, or service required and a representation that the bidder can furnish the supplies, materials, equipment, or service in compliance with the specifications.
8. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
9. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
10. The quantities for each Proposal are indefinite, but estimates given in the Specifications reflect anticipated requirements. The Contract, however, shall be for the quantities actually ordered during the contract period. The Contractor must furnish all the quantities actually ordered.
11. Sales to Erie 1 BOCES are not affected by any fair trade agreements. (General Business Law, Ch.39, Sec 369-a, Sub. 3, L. 1941)
12. No charge will be allowed for federal, state, or municipal sales and excise taxes since Erie 1 BOCES is exempt from such taxes. The price bid shall be net and shall not include the

amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder. Payment of any tax not covered under said exemption must be mutually agreed upon by both parties.

13. In all specifications, the words "OR EQUAL" are understood after each article giving manufacturer's name, catalog reference, or on any patented article. The decision of Erie 1 BOCES as to whether an alternate or substitution is in fact "equal" shall be final.
14. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specification of such item. Otherwise, bid will be construed as submitted on the identical item as specified.
15. Bids must be on new (not used or remanufactured) material, supplies, and equipment, of latest model, and in current production, unless otherwise specified.
16. All manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
17. When proposals are requested on a lump sum basis, the Vendor must complete each item in the lump sum group. A Vendor desiring to submit a "no charge" on an item in a group must so indicate; otherwise the entire Proposal for the group may be rejected. Where a bidder is requested to submit a bid on individual items and on a total sum or sums, the right is reserved to award bids on individual items or on total sums or on a combination of both when in the public interest.
18. All prices quoted must be in the unit of measure (UOM) specified; e.g., do not quote "per each" when "per case" is requested; otherwise, bid may be rejected.
19. Bidder must insert the price per UOM and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.
20. Prices shall be net including transportation and delivery charges fully prepaid by the awarded bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the awarded bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.
21. Under penalty of perjury, the bidder certifies that:
 - a. The bid has been arrived at by the bidder independently and has been submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids, and
 - b. The contents of the bid have not been communicated by the bidder, nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
22. All bids must be sealed. They may be submitted either in plain, opaque, envelopes, or in those furnished by Erie 1 BOCES.

- a. Bid envelopes must be clearly marked "Bid". The date/time of the bid opening as indicated on the Notice to Bidders must also appear on envelope.
 - b. Bids must not be attached to or enclosed in packages containing bid samples.
 - c. Email, fax, or telephoned quotations or amendments will not be accepted at any time.
23. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Erie 1 BOCES, not later than five (5) days prior to the date fixed for the opening of bids.
24. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by Erie 1 BOCES in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.
25. If the supplies, materials, or equipment are to be delivered over an extended period of time, or if the specifications so state, then the awarded bidder may be required to execute an agreement in relation to the performance of his contract. Such agreement to be executed by the bidder within 15 days after notification to execute such contract.
- a. If the specifications so state, the awarded bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract.
 - b. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for Erie 1 BOCES.
 - c. The performance bond shall be executed by the awarded bidder at the time of the execution of the contract by the awarded bidder and the Board.

BID AWARDS

26. Bid awards will be made to the lowest responsible and responsive bidder or on the basis of Best Value as defined by Erie 1 BOCES that will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery. There is no guaranteed minimum or maximum purchase from this bid.
27. Erie 1 BOCES reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of Erie 1 BOCES will be served. Also reserved is the right to reject bids and to purchase items on State contract if such items can be obtained on the same terms, conditions, specifications, and at a lower price.
28. Erie 1 BOCES reserves the right to reject any and all bid proposals not deemed in the Public's best interest. Erie 1 BOCES also reserves the right to reject as informal such bid

proposals, as in Erie 1 BOCES opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bid proposals. By an unbalanced bid proposal, it is meant one in which the amount submitted for one or more separate items is substantially out of line with current market prices for the services, materials and/or work covered thereby.

29. If two or more Vendors submit identical bid proposals as to price, the decision of the Board to award a Contract to one of such identical Vendors shall be final (General Municipal Law, sec. 103, sub. 1).
30. Erie 1 BOCES reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.
31. Erie 1 BOCES reserves the option to award bids on a line-by-line basis (individual items), or on defined sub-groups (or a combination of both), or on a grand total sum.
32. Vendors should ensure accuracy in figures prior to submission. If a Vendor discovers a mistake in an item in their bid proposal award and wants that item award rescinded after it has been Awarded, Erie 1 BOCES reserves the right to rescind the entire award and the Vendor's participation in future Erie 1 BOCES bids may be rescinded.
33. Erie 1 BOCES reserves the right to allow all political subdivisions, municipalities, county, school districts, other BOCES, and not-for-profit organizations all authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that any said political subdivision choosing to utilize the contract will be wholly responsible for any debts incurred by them as participants of the contract. It is also understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to any contract between Erie 1 BOCES and the vendor.

CONTRACT

34. Each bid will be received with the understanding that the acceptance thereof in writing by Erie 1 BOCES, approved by the Board, to furnish any or all of the items described therein shall constitute a contract between the awarded bidder and Erie 1 BOCES. Contract shall bind the awarded bidder on his part to furnish and deliver at the awarded prices and in accordance with the conditions of his bid. Awarded bid prices shall be firm for the contracted period.
35. The placing in the mail of a notice of award or purchase order to the successful bidder, to the address given in his bid, will be considered sufficient notice of acceptance of contract.
36. Any and all Awards resulting from this bid proposal shall be final and shall be for the complete term of the Contract. No rescinding of Awards will be made because of Vendor error or inability to supply a service.
37. The Awarded Vendor is responsible for reviewing the Notice of Award or Purchase Order for errors. Any clerical errors in the Award must be forwarded, in writing, to the Office of the Assistant Superintendent for Business within five (5) working days of the Notification of

Award. No corrections will be made beyond that date. If clerical errors are discovered too late to be corrected, a "no award" will be issued on those affected services. The services may be re-bid at a later date.

38. If the awarded bidder fails to deliver within the time specified or within reasonable time as interpreted by Erie 1 BOCES, or fails to make replacement of rejected articles, when so requested, immediately or as directed by Erie 1 BOCES, Erie 1 BOCES may purchase from other sources at awarded bidder's expense to replace the item rejected or not delivered.
39. Erie 1 BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases, the awarded bidder agrees to reimburse Erie 1 BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the awarded bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity.
40. A contract may be canceled by Erie 1 BOCES at the awarded bidder's expense upon non-performance of contract.
41. If the awarded bidder fails to deliver as ordered, Erie 1 BOCES reserves the right to cancel the contract and purchase the balance from other sources at the awarded bidder's expense.
42. Cancellation of contract for any reason may result in removal of the awarded bidder's name for future proposals for an indeterminate period.
43. When materials, equipment, or supplies are rejected, they must be removed by the awarded bidder from the premises of Erie 1 BOCES within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and Erie 1 BOCES shall have the right to dispose of them as its own property.
44. No items are to be shipped or delivered until receipt of an official order from Erie 1 BOCES.
45. It is mutually understood and agreed that the awarded bidder shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or his right, title or interest therein, or his power to execute such contract, to any other person, company, or corporation, without the previous written consent of Erie 1 BOCES.
46. Contractor hereby acknowledges receipt, at the time of execution of this contract, of an exact copy hereof completely filled in.

GUARANTEES BY THE AWARDED BIDDER

47. The awarded bidder guarantees:
 - a. Their products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
 - b. To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other awarded bidders.
 - c. To maintain adequate insurance coverage to protect Erie 1 BOCES from loss in case of accident fire, theft, etc.

- d. That all deliveries will be equal to the accepted bid sample.
- e. That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- f. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the awarded bidder agrees to replace the unit or the part affected without cost to Erie 1 BOCES.
- g. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the awarded bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The bidder shall make any such replacement immediately upon receiving notice from Erie 1 BOCES.

SAMPLES

- 48. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.
- 49. Erie 1 BOCES reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, Erie 1 BOCES may reject the bid; or, if award has been made, cancel the contract at the expense of the awarded bidder.
- 50. Samples, when required, must be submitted in accordance with instructions otherwise, bid may not be considered. If samples are requested after bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration.
- 51. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries.
- 52. Erie 1 BOCES will not be responsible for any samples destroyed or mutilated by examination or testing. The bidder at his expense shall remove sample. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and Erie 1 BOCES shall have the right to dispose of them as its own property.
- 53. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in Erie 1 BOCES. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

DELIVERY

54. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days for equipment or machinery).
 - a. The decision of Erie 1 BOCES as to reasonable compliance with delivery terms shall be final.
 - b. Burden of proof of delay in receipt of order shall rest with the awarded bidder.
 - c. Failure to deliver because of delayed payments or for any other reason, except that described in Paragraph 52 will be cause for open market purchase at the expense of the awarded bidder.
55. Erie 1 BOCES will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of Erie 1 BOCES shall govern.
56. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.
57. The awarded bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving Erie 1 BOCES' Center will note for the benefit of awarded bidder when packages are not received in good condition.
58. Unless otherwise stated in the specifications, all items must be delivered and placed at a point within the building as directed by the shipping instructions or the agent for Erie 1 BOCES. The awarded bidder will be required to furnish proof of delivery in every instance.
59. Unloading and placing of the equipment and furniture is the responsibility of the awarded bidder, and Erie 1 BOCES accepts no responsibility for unloading and placing of equipment.
 - a. Any costs incurred due to the failure of the awarded bidder to comply with this requirement will be charged to him. No help for unloading will be provided by Erie 1 BOCES, and suppliers should notify their truckers accordingly.
60. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:
 - a. Contract Number and /or Purchase Order Number
 - b. Name of Article and Item Number
 - c. Quantity
 - d. Name of the awarded bidder

61. Carton shall be labeled with purchase order or contract number, awarded bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.
62. Payment for the used portion of an inferior delivery may be made by the ordering center on an adjusted price basis.
63. Payment will be made only after correct presentation claim forms are obtained from the ordering center.
64. Payments of any claim shall not preclude the ordering center from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

INSTALLATION OF EQUIPMENT

65. The awarded bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work, the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the awarded bidder unless otherwise specified.
66. Equipment, supplies, and materials shall be stored at the site only on the approval of Erie 1 BOCES and at the awarded bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.
67. Work shall be progressed so as to cause the least inconvenience to Erie 1 BOCES and with proper consideration for the rights of other awarded bidders or workmen. The awarded bidder shall keep in touch with the entire operation and install his work promptly.
68. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.
69. Equipment for trade-in shall be dismantled by the awarded bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the awarded bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply "as is". Equipment is available for inspection only at the delivery point listed for new equipment, unless otherwise specified.

INVOICES

70. Vendor must include the applicable purchase order number and bid item numbers on all invoices. Failure to do so may delay payment.

CONTRACTUAL INDEMNIFICATION AND CONTRIBUTION

71. The Contractor hereby agrees, to the fullest extent permitted by law, to assume the entire responsibility and liability for and defense of and to pay and indemnify the ERIE 1 BOCES, its Board of Education, and its employees, agents and assigns, (hereinafter referred to

collectively as the "ERIE 1 BOCES"), against any loss, cost, expense, liability or damage and will hold the ERIE 1 BOCES harmless from and pay any loss, cost, expense, liability or damage (including, without limitation, judgments, attorney's fees, court costs and the cost of appellate proceedings,) which the ERIE 1 BOCES incurs because of injury to or death of any person or on account of damage to property, including loss of use thereof, or any other claim arising out of, in connection with, or as a consequence of the performance of the work or services required of the Contractor under this Agreement and/or any acts or omission of the Contractor or any of its officers, directors, employees, agents, subcontractors or anyone directly or indirectly employed by the Contractor for whom it may be liable as it relates to the scope of this Agreement.

- a. The Contractor's duty to indemnify shall also require the Contractor to pay and reimburse the ERIE 1 BOCES for all court costs, cost of appellate proceedings, disbursements and attorneys' fees that the ERIE 1 BOCES may incur in the enforcement or prosecution of its indemnity rights against the Contractor.
- b. Whenever the ERIE 1 BOCES is prohibited from obtaining contractual indemnification under this Agreement by reason of the General Obligations Law of New York, the Contractor further agrees that it will contribute to the payment and satisfaction of all judgments entered against the ERIE 1 BOCES, in proportion to the Contractor's relative culpability.
- c. The rights and duties created by this provision shall be in addition to and not in limitation upon any common-law, statutory and other contractual rights that the ERIE 1 BOCES has against the Contractor, and shall continue in full force and effect notwithstanding the expiration or termination of the term of this Agreement.

SAFETY DELEGATION CLAUSE

72. As between Contractor and Erie 1 BOCES (Owner), the Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs (including the provision of safety equipment and devices) in connection with the performance of the Work and services required under this Agreement.
73. Contractor shall comply with all applicable laws, ordinances, rules, regulations (including but not limited to 12 NYCRR 23, and federal OSHA regulations), as well as all lawful orders of public authorities related to safety of persons or property.

MERGER, WRITTEN MODIFICATION AND NON-WAIVER CLAUSE

74. This Agreement represents the entire and integrated agreement between the Erie 1 BOCES and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral.
 - a. This Agreement may be amended only by written instrument. All amendments and modifications of this Agreement must be in writing, signed by both parties.

- b. The Erie 1 BOCES shall not be deemed to have waived any term or requirement of this Agreement unless the waiver is expressly memorialized in a writing signed by both parties.

SAVING CLAUSE

75. The awarded bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any other acts not within the control of the awarded bidder and which by the exercise of reasonable diligence he is unable to prevent.

EXECUTORY CLAUSE

76. The contract shall be deemed executory only to the extent of funds appropriated and available for the purpose of the agreement, and no liability shall be incurred beyond the amount of such funds. The contract is not a general obligation of Customer or its component school districts. Neither the full faith and credit nor the taxing power of Customer or its component school districts is pledged to the payment of any amount due or to become due under the contract. It is understood that neither the contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of such contract. In the event no funds or insufficient funds are appropriated and budgeted by the Customer or by its component school districts in any fiscal period for payments due under the contract, the Customer will immediately notify ("VENDOR") of such occurrence. The contract shall terminate as to the Customer upon its failure to appropriate monies for the service provided pursuant to contract on the last day of the fiscal period for which appropriations were received, without further liability therefore.

Bid Analysis By Item

Bid: C24-BREAD BREAD/BREAD PRODUCTS

Bid Opening Date: 05/09/2023

Number of Items Solicited: 25

Vendor Number/Name	# of Items Bid By Vendor	Status	Unit Price	Total Price	Variance/Substitute Quantity UM Description
SubCategory: BR01 BREAD SLICED					
BR01-015	MULTIGRAIN BREAD: Pullman style, 24 useable slices, 23-24 oz./loaf, 2 or more whole grains, 1g of Dietary Fiber.				
856986	22		3.1000	9067.5000	Quantity: 2925.00 Each
Vendor/Catalog#: 93-1953					
BR01-030	WHOLE GRAIN WHEAT BREAD: Pullman style, sliced, 24 useable slices, 23-24 oz./loaf. VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the first ingredient is not whole grain.				
856986	22		2.4000	4432.8000	Quantity: 1847.00 Each
Vendor/Catalog#: 93-1812					
BR01-031	WHOLE GRAIN WHEAT BREAD: Round Top , sliced, 24 useable slices, 23-24 oz./loaf. 1 ounce grain equivalent per slice. VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the first ingredient is not whole grain.				
856986	22		2.4000	20337.6000	Quantity: 8474.00 Each
Vendor/Catalog#: 93-1812					
BR01-036	WHOLE GRAIN WHITE BREAD: Round Top Sliced, 20-21 useable slices, 20-24 oz./loaf. VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the ingredient is not whole grain.				
856986	22		2.6600	82396.1600	Quantity: 30976.00 Each
Vendor/Catalog#: 93-1514					

ERIE 1 BOCES

Bid Analysis By Item

Bid: C24-BREAD BREAD/BREAD PRODUCTS

Bid Opening Date: 05/09/2023

Number of Items Solicited: 25

Vendor Number/Name		# of Items Bid By Vendor	Status	Unit Price	Total Price	Variance/Substitute Quantity UM Description	
SubCategory: BR02 MISCELLANEOUS BREAD PRODUCTS							
BR02-040	ENGLISH MUFFIN: wheat, 2 oz., 72 ct. case.	22		4.7500	Quantity: 418.00 Case 1985.5000		
856986	Midstate Bakery Distributors, Inc. Vendor/Catalog#: 97-4360						
BR02-045	ENGLISH MUFFIN: white, 2 oz., 144 ct. case.	22		4.3600	Quantity: 50.00 Case 218.0000		
856986	Midstate Bakery Distributors, Inc. Vendor/Catalog#: 97-4350						

ERIE 1 BOCES

Bid Analysis By Item

Bid: C24-BREAD BREAD/BREAD PRODUCTS

Bid Opening Date: 05/09/2023

Number of Items Solicited: 25

Vendor Number/Name	SubCategory	GLUTEN FREE BREAD PRODUCTS	# of Items Bid By Vendor	Status	Unit Price	Total Price	Variance/Substitute Quantity UM Description
BR03-105	856986	GLUTEN FREE: Dairy Free white bread, sliced, 22 useable units, 16 oz. loaf. Midstate Bakery Distributors, Inc. Vendor/Catalog#: 65-101	22		13.8900	Quantity: 5.00 Each 69.4500	
BR03-115	856986	GLUTEN FREE: HAMBURGER ROLL, 6-pack. Midstate Bakery Distributors, Inc. Vendor/Catalog#: 65-145	22		13.9200	Quantity: 5.00 Package 69.6000	
BR03-120	856986	GLUTEN FREE: HOTDOG ROLL, 6-pack. Midstate Bakery Distributors, Inc. Vendor/Catalog#: 65-150	22		10.5300	Quantity: 5.00 Each 52.6500	
BR03-160	856986	GLUTEN FREE: PIZZA SHELLS, 11" Round, 9.5 oz., 1 useable unit, with cheese and sauce. Midstate Bakery Distributors, Inc. Vendor/Catalog#: 65-161	22		23.6000	Quantity: 10.00 Package 236.0000	
BR03-180	856986	GLUTEN FREE: WHITE BREAD, 22 useable slices, 26 oz. loaf. Midstate Bakery Distributors, Inc. Vendor/Catalog#: 65-100	22		14.8800	Quantity: 10.00 Each 148.8000	

ERIE 1 BOCES

Bid Analysis By Item

Bid: C24-BREAD BREAD/BREAD PRODUCTS

Bid Opening Date: 05/09/2023

Number of Items Solicited: 25

Vendor Number/Name		# of Items Bid By Vendor		Status	Unit Price	Total Price	Variance/Substitute Quantity UM Description	
SubCategory: BR04 BREAD - NON-WHOLE GRAIN RICH								
BR04-075 DINNER ROLL: White, 18 oz., 16 count, Split Top.								
856986	Midstate Bakery Distributors, Inc. Vendor/Catalog#: 93-686	22			4.4600	Quantity: 1620.00 Package 4816.8000V	1080.00PK	DINNER ROLL: White, 18 oz., 16 count, Split Top. *****24 ct
BR04-115 HAMBURGER ROLL: hinge sliced, 22 oz., 16 count.								
856986	Midstate Bakery Distributors, Inc. Vendor/Catalog#: 93-1432	22			2.3300	Quantity: 3713.00 Package 17302.5800V	7426.00PK	HAMBURGER ROLL: hinge sliced, 22 oz., 16 count. *****8ct
BR04-135 HOT DOG ROLL: 22 oz., 1.5 oz per roll, 16 count.								
856986	Midstate Bakery Distributors, Inc. Vendor/Catalog#: 93-864	22			2.3200	Quantity: 3190.00 Package 14801.6000V	6380.00PK	HOT DOG ROLL: 22 oz., 1.5 oz per roll, 16 count. *****8ct
BR04-145 ITALIAN BREAD: Seeded, sliced, 16 useable slices, 20 oz. loaf.								
856986	Midstate Bakery Distributors, Inc. Vendor/Catalog#: 92-3078	22			3.7400	Quantity: 2587.00 Each 9675.3800		
BR04-170 KAISER ROLL: Medium WHITE, 30-36 oz., dozen.								
856986	Midstate Bakery Distributors, Inc. Vendor/Catalog#: 15-3318	22			4.3100	Quantity: 1701.00 Dozen 7331.3100		
BR04-241 RYE BREAD: Traditional, unseeded, sliced, plain, 22 useable slices, 32 oz. loaf.								
856986	Midstate Bakery Distributors, Inc. Vendor/Catalog#: 15-268	22			4.2400	Quantity: 592.00 Each 2510.0800		

ERIE 1 BOCES

Bid Analysis By Item

Bid: C24-BREAD BREAD/BREAD PRODUCTS

Bid Opening Date: 05/09/2023

Number of Items Solicited: 25

Vendor Number/Name		# of Items Bid By Vendor		Status	Unit Price	Total Price	Variance/Substitute Quantity UM Description	
SubCategory: BR05		BREAD - WHOLE GRAIN RICH						
BR05-005	BREAD STICKS: 8", 1.5 - 2oz. Each, Whole Wheat, dozen. 1.5 Grain Ounce Equivalent	22	4.3300		Quantity: 817.00 Dozen 3537.6100V		817.00DZ	BREAD STICKS: 8", 1.5 - 2oz. Each, Whole Wheat, dozen. 1.5 Grain Ounce Equivalent
856986	Midstate Bakery Distributors, Inc.							****8" White
BR05-016		DINNER ROLL: Whole Wheat, 24 count. 1 Grain Ounce Equivalent VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the first ingredient is not whole grain.			Quantity: 14242.00 Package			
856986	Midstate Bakery Distributors, Inc.	22	4.4200		62949.6400			
Vendor/Catalog#: 93-1526								
BR05-026		HAMBURGER ROLL: WGR, Minimum 2 grain ounce equivalent, 16 count.			Quantity: 47162.00 Package			
856986	Midstate Bakery Distributors, Inc.	22	4.0300		190062.8600			
Vendor/Catalog#: 93-3190								
BR05-041		HOT DOG ROLL: WGR, Minimum 2 grain ounce equivalent, 16 count.			Quantity: 12316.00 Package			
856986	Midstate Bakery Distributors, Inc.	22	4.0300		49633.4800			
Vendor/Catalog#: 93-1531								

ERIE 1 BOCES

Bid Analysis By Item

Bid: C24-BREAD BREAD/BREAD PRODUCTS

Bid Opening Date: 05/09/2023

Number of Items Solicited: 25

Vendor Number/Name	# of Items Bid By Vendor	Status	Unit Price	Total Price	Variance/Substitute	
					Quantity	UM Description
SubCategory: BR06 BREAD, ROLLS						
BR06-015 DINNER/PAN ROLL: PARKERHOUSE, White, 24 oz., 24 rolls/pkg., (1oz. each).				Quantity: 1508.00 Package		
856986 Midstate Bakery Distributors, Inc.	22		4.4600	6725.6800		
Vendor/Catalog#: 93-686						

* Bid Price > Bid Catalog Price by 0.00 %
^ Bid Price < Average of All Bid Prices by 0.00 %
T Tied Low Bids

Number of Items Solicited: 25

Selection Criteria	
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Bid: C24-BREAD
Page Break By Subcategory
Sort By Subcategory/Item ID
Printed by Nina Bautista

Date: June 15, 2023
To: Bid Participants
From: Tim Kehoe, Purchasing Manager
RE: Bid Award

Upon the District Superintendent's recommendation, the BOCES Board of Education awarded the following bid for Bread Products (C24-BREAD) on June 14, 2023.

Bids for Bread Products (C24-BREAD) were opened on May 9, 2023 at the Education Campus. Bids were received from 1 responsible vendor. This Cooperative Bid will be effective for the period of July 1, 2023 – June 30, 2024.

Awarded as listed below:

<u>Midstate Bakery Distributors, Inc.</u>	\$488,361.08
Grand Total	\$488,361.08

There is no guaranteed minimum or maximum purchase from this award.

All bid opportunities will be posted online at www.bidnetdirect.com with the Western New York Purchasing Group. Thank you for your bid.

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

ERIE 1 BOCES

Bid Award Detail Report
Bid: C24-BREAD
BREAD/BREAD PRODUCTS
By Vendor/Subcategory/Item

13.R.1.a

Item ID	Description	Quantity	Unit Price	Unit of Measure	Total Bid	Vendor Item ID
Awarded						
856986-Midstate Bakery Distributors, Inc.						
Bid Order Address: (PO)						
Midstate Bakery Distributors, Inc						
402 Babcock Street						
Buffalo, NY 14206						
BR01 -BREAD SLICED						
BR01-015	MULTIGRAIN BREAD: Pullman style, 24 useable slices, 23-24 oz./loaf, 2 or more whole grains, 1g of Dietary Fiber.	2925.0000	3.1000	EA	9067.50	93-1953
BR01-030	WHOLE GRAIN WHEAT BREAD: Pullman style, sliced, 24 useable slices, 23-24 oz./loaf. VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the first ingredient is not whole grain.	1847.0000	2.4000	EA	4432.80	93-1812
BR01-031	WHOLE GRAIN WHEAT BREAD: Round Top , sliced, 24 useable slices, 23-24 oz./loaf. 1 ounce grain equivalent per slice. VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the first ingredient is not whole grain.	8474.0000	2.4000	EA	20337.60	93-1812
BR01-036	WHOLE GRAIN WHITE BREAD: Round Top Sliced, 20-21 useable slices, 20-24 oz./loaf. VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the first ingredient is not whole grain.	30976.0000	2.6600	EA	82396.16	93-1514
Totals for BR01 -BREAD SLICED					\$116,234.06	
4 Items						
BR02 -MISCELLANEOUS BREAD PRODUCTS						
BR02-040	ENGLISH MUFFIN: wheat, 2 oz., 72 ct. case.	418.0000	4.7500	CS	1985.50	97-4360
BR02-045	ENGLISH MUFFIN: white, 2 oz., 144 ct. case.	50.0000	4.3600	CS	218.00	97-4350
Totals for BR02 -MISCELLANEOUS BREAD PRODUCTS					\$2,203.50	
2 Items						
-GLUTEN FREE BREAD PRODUCTS						
BR02-05	GLUTEN FREE: Dairy Free white bread, sliced, 22 useable units, 16 oz. loaf.	5.0000	13.8900	EA	69.45	65-101

ERIE 1 BOCES

Bid Award Detail Report
Bid: C24-BREAD
BREAD/BREAD PRODUCTS
By Vendor/Subcategory/Item

Item ID	Description	Quantity	Unit Price	Unit of Measure	Total Bid	Vendor Item ID
BR03-115	GLUTEN FREE: HAMBURGER ROLL, 6-pack.	5.0000	13.9200	PK	69.60	65-145
BR03-120	GLUTEN FREE: HOTDOG ROLL, 6-pack.	5.0000	10.5300	EA	52.65	65-150
BR03-160	GLUTEN FREE: PIZZA SHELLS, 11" Round, 9.5 oz., 1 useable unit, with cheese and sauce.	10.0000	23.6000	PK	236.00	65-161
BR03-180	GLUTEN FREE: WHITE BREAD, 22 useable slices, 26 oz. loaf.	10.0000	14.8800	EA	148.80	65-100
Totals for BR03 - GLUTEN FREE BREAD PRODUCTS		5 Items			\$576.50	
BR04	-BREAD - NON-WHOLE GRAIN RICH					
BR04-075	DINNER ROLL: White, 18 oz., 16 count, Split Top. *****24 ct	1080.0000	4.4600	PK	4816.80	93-686
BR04-115	HAMBURGER ROLL: hinge sliced, 22 oz., 16 count. *****8ct	7426.0000	2.3300	PK	17302.58	93-1432
BR04-135	HOT DOG ROLL: 22 oz., 1.5 oz per roll, 16 count. *****8ct	6380.0000	2.3200	PK	14801.60	93-864
BR04-145	ITALIAN BREAD: Seeded, sliced, 16 useable slices, 20 oz. loaf.	2587.0000	3.7400	EA	9675.38	92-3078
BR04-170	KAISER ROLL: Medium WHITE, 30-36 oz., dozen.	1701.0000	4.3100	DZ	7331.31	15-3318
BR04-241	RYE BREAD: Traditional, unseeded, sliced, plain, 22 useable slices, 32 oz. loaf.	592.0000	4.2400	EA	2510.08	15-268
Totals for BR04 - BREAD - NON-WHOLE GRAIN RICH		6 Items			\$56,437.75	
BR05	-BREAD - WHOLE GRAIN RICH					
BR05-005	BREAD STICKS: 8", 1.5 - 2oz. Each, Whole Wheat, dozen. 1.5 Grain Ounce Equivalent *****8" White	817.0000	4.3300	DZ	3537.61	
BR05-016	DINNER ROLL: Whole Wheat, 24 count. 1 Grain Ounce Equivalent VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the first ingredient is not whole grain.	14242.0000	4.4200	PK	62949.64	93-1526
BR05-026	HAMBURGER ROLL: WGR, Minimum 2 grain ounce equivalent, 16 count.	47162.0000	4.0300	PK	190062.86	93-3190
BR05-041	HOT DOG ROLL: WGR, Minimum 2 grain ounce equivalent, 16 count.	12316.0000	4.0300	PK	49633.48	93-1531
Totals for BR05 - BREAD - WHOLE GRAIN RICH		4 Items			\$306,183.59	
BR06	-BREAD, ROLLS					
BR06-015	DINNER/PAN ROLL: PARKERHOUSE, White, 24 oz., 24 rolls/pkg., (1oz. each).	1508.0000	4.4600	PK	6725.68	93-686

ERIE 1 BOCES

Bid Award Detail Report
Bid: C24-BREAD
BREAD/BREAD PRODUCTS
By Vendor/Subcategory/Item

Item ID	Description	Quantity	Unit Price	Unit of Measure	Total Bid	Vendor Item ID
	Totals for BR06 -BREAD, ROLLS	1 Items			\$6,725.68	
	Totals for 856986-Midstate Bakery Distributors, Inc.	22 Items			\$488,361.08	

ERIE 1 BOCES

Bid Award Detail Report
Bid: C24-BREAD
BREAD/BREAD PRODUCTS
By Vendor/Subcategory/Item

Item ID	Description	Quantity	Unit Price	Unit of Measure	Total Bid	Vendor Item ID
No Bid						
BR02-055	FRENCH BREAD: 26" long, unsliced, 5 Pak.			PK		
BR05-001	BREAD STICKS: 5", 1.3 - 1.5 oz. Each, Whole Wheat, dozen. 1 Grain Ounce Equivalent			DZ		
BR06-115	STEAK ROLL: WHOLE WHEAT, 6": 26 oz., 12 count; VENDOR NOTE: Provide a product formulation statement			PK		
Totals for No Bid		3 Items				
Bid Totals		25 Items			\$488,361.08	

Selection Criteria

Bid: C24-BREAD
Sort by: Vendor/Subcategory/Item
Item Sort: Item ID

Items not awarded are included
Printed by Nina Bautista



CERTIFICATE OF LIABILITY INSURANCE

13.R.1.a

DATE (MM/DD/YYYY)

04/03/20

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

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

PRODUCER

The Arrigo Agency Inc.
Po Box 728

Batavia

NY 14021

INSURED

Midstate Bakery Distributors Inc.
DA Camelio Leasing Inc
350 Commerce Dr Suite 100
Rochester

NY 14623-3547

CONTACT NAME: Alex Arrigo

PHONE (A/C, No, Ext): 585-297-7396

FAX (A/C, No):

E-MAIL ADDRESS: ALEX.ARRIGO@AMERICAN-NATIONAL.COM

INSURER(S) AFFORDING COVERAGE

N/

INSURER A: Farm Family Casualty Ins Co

INSURER B: United Farm Family Ins Co

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	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			3102X6690	04/01/23	04/01/24	EACH OCCURRENCE \$ 1,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000 GENERAL AGGREGATE \$ 2,000 PRODUCTS - COMP/OP AGG \$ 2,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			3101C8600	04/01/23	04/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			3101E5498	04/01/23	04/01/24	EACH OCCURRENCE \$ 4,000 AGGREGATE \$ 4,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	3104W7062	04/01/23	04/01/24	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000 E.L. DISEASE - POLICY LIMIT \$ 1,000
A	Cargo			3102X6690	04/01/23	04/01/24	Limit \$20

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst Senior Services and Town of Amherst, including its officers, agents, employees are Additional Insured w/ respect to General Liability on a primary and noncontributory basis, per written contract, for services provided by named insured

CERTIFICATE HOLDER

Town of Amherst Senior Services
370 John James Audubon Pkwy
Amherst, NY 14228

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Alex Arrigo

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**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

<p>1a. Legal Name & Address of Insured (use street address only) MIDSTATE BAKERY DISTRIBUTORS INC</p> <p>402 BABCOCK STREET BUFFALO, NY 14206</p> <p><small>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</small></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 010577885</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) THE TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE, NY 14221</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL573683</p> <p>3c. Policy effective period 01/01/2023 to 12/31/2024</p>


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 name insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 7/20/2023 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)

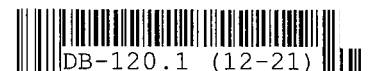
State of New York Workers' Compensation Board

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.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)



CERTIFICATE OF
NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Midstate Bakery Distributors Inc. 350 Commerce Drive Rochester NY 14623 Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221	3a. Name of Insurance Carrier Farm Family Casualty Ins Co 3b. Policy Number of Entity Listed in Box "1a" 3104W7062 3c. Policy effective period 04/01/23 to 04/01/24 3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will 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 cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from 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: Alex Arrigo
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Alex Arrigo 4/3/23
(Signature) (Date)

Title: Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: (585)297-7396

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are N authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue a permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permit, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing here, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

ERIE 1 BOCES
Bid Award Detail Report
Bid: C24-BREAD
BREAD/BREAD PRODUCTS
By Item

Item ID Awarded	Description	Quantity	Unit Price	Unit of Measure	Total Bid	Vendor
BR01-015	MULTIGRAIN BREAD: Pullman style, 24 useable slices, 23-24 oz./loaf, 2 or more whole grains, 1g of Dietary Fiber.	2925.0000	3.1000	EA	9067.50	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-1953
BR01-030	WHOLE GRAIN WHEAT BREAD: Pullman style, sliced, 24 useable slices, 23-24 oz./loaf. VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the first ingredient is not whole grain.	1847.0000	2.4000	EA	4432.80	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-1812
BR01-031	WHOLE GRAIN WHEAT BREAD: Round Top , sliced, 24 useable slices, 23-24 oz./loaf. 1 ounce grain equivalent per slice. VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the first ingredient is not whole grain.	8474.0000	2.4000	EA	20337.60	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-1812
BR01-036	WHOLE GRAIN WHITE BREAD: Round Top Sliced, 20-21 useable slices, 20-24 oz./loaf. VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the ingredient is not whole grain.	30976.0000	2.6600	EA	82396.16	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-1514
BR02-040	ENGLISH MUFFIN: wheat, 2 oz., 72 ct. case.	418.0000	4.7500	CS	1985.50	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 97-4360
BR02-045	ENGLISH MUFFIN: white, 2 oz., 144 ct. case.	50.0000	4.3600	CS	218.00	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 97-4350
BR03-105	GLUTEN FREE: Dairy Free white bread, sliced, 22 useable units, 16 oz. loaf.	5.0000	13.8900	EA	69.45	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 65-101
BR03-115	GLUTEN FREE: HAMBURGER ROLL, 6-pack.	5.0000	13.9200	PK	69.60	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 65-145
120	GLUTEN FREE: HOTDOG ROLL, 6-pack.	5.0000	10.5300	EA	52.65	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 65-150
160	GLUTEN FREE: PIZZA SHELLS, 11" Round, 9.5 oz., 1 useable unit, with cheese and sauce.	10.0000	23.6000	PK	236.00	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 65-161

ERIE 1 BOCES

Bid Award Detail Report

Bid: C24-BREAD

BREAD/BREAD PRODUCTS

By Item

Item ID	Description	Quantity	Unit Price	Unit of Measure	Total Bid	Vendor
BR03-180	GLUTEN FREE: WHITE BREAD, 22 useable slices, 26 oz. loaf.	10.0000	14.8800	EA	148.80	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 65-100
BR04-075	DINNER ROLL: White, 18 oz., 16 count, Split Top. *****24 ct	1080.0000	4.4600	PK	4816.80	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-686
BR04-115	HAMBURGER ROLL: hinge sliced, 22 oz., 16 count. *****8ct	7426.0000	2.3300	PK	17302.58	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-1432
BR04-135	HOT DOG ROLL: 22 oz., 1.5 oz per roll, 16 count. *****8ct	6380.0000	2.3200	PK	14801.60	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-864
BR04-145	ITALIAN BREAD: Seeded, sliced, 16 useable slices, 20 oz. loaf.	2587.0000	3.7400	EA	9675.38	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 92-3078
BR04-170	KAISER ROLL: Medium WHITE, 30-36 oz., dozen.	1701.0000	4.3100	DZ	7331.31	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 15-3318
BR04-241	RYE BREAD: Traditional, unseeded, sliced, plain, 22 useable slices, 32 oz. loaf.	592.0000	4.2400	EA	2510.08	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 15-268
BR05-005	BREAD STICKS: 8", 1.5 - 2oz. Each, Whole Wheat, dozen, 1.5 Grain Ounce Equivalent *****8" White	817.0000	4.3300	DZ	3537.61	Vendor - Midstate Bakery Distributors, Inc.
BR05-016	DINNER ROLL: Whole Wheat, 24 count. 1 Grain Ounce Equivalent VENDOR NOTE: Provide a product formulation statement documenting the total weight of the whole grain ingredients and the weight of the first ingredient if the first ingredient is not whole grain.	14242.0000	4.4200	PK	62949.64	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-1526
BR05-026	HAMBURGER ROLL: WGR, Minimum 2 grain ounce equivalent, 16 count.	47162.0000	4.0300	PK	190062.86	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-3190
BR05-041	HOT DOG ROLL: WGR, Minimum 2 grain ounce equivalent, 16 count.	12316.0000	4.0300	PK	49633.48	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-1531
BR06-015	DINNER/PAN ROLL: PARKERHOUSE, White, 24 oz., 24 rolls/pkg., (1oz. each).	1508.0000	4.4600	PK	6725.68	Vendor - Midstate Bakery Distributors, Inc. Vendor ItemID: 93-686

ERIE 1 BOCES
Bid Award Detail Report
Bid: C24-BREAD
BREAD/BREAD PRODUCTS
By Item

Item ID	Description	Quantity	Unit Price	Unit of Measure	Total Bid	Vendor
No Bid						
BR02-055	FRENCH BREAD: 26" long, unsliced, 5 Pak.			PK		
BR05-001	BREAD STICKS: 5", 1.3 - 1.5 oz. Each, Whole Wheat, dozen. 1 Grain Ounce Equivalent			DZ		
BR06-115	STEAK ROLL: WHOLE WHEAT, 6": 26 oz., 12 count; VENDOR NOTE: Provide a product formulation statement			PK		
Totals for No Bid		3 Items				
Bid Totals		25 Items			\$488,361.08	

Selection Criteria

Bid: C24-BREAD
Sort by: Item
Item Sort: Item ID
Show Awarded Vendor Bid Reference
Show Awarded Vendor Item ID
Items not awarded are included
Printed by Nina Bautista



CERTIFICATE OF LIABILITY INSURANCE

13.R.1.a

DATE (MM/DD/YYYY)

04/03/2023

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

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

PRODUCER The Arrigo Agency Inc. Po Box 728 Batavia NY 14021		CONTACT NAME: Alex Arrigo PHONE (A/C, No, Ext): 585-297-7396 FAX (A/C, No): E-MAIL ADDRESS: ALEX.ARRIGO@AMERICAN-NATIONAL.COM	
INSURED Midstate Bakery Distributors Inc. DA Camelio Leasing Inc 350 Commerce Dr Suite 100 Rochester NY 14623-3547		INSURER(S) AFFORDING COVERAGE INSURER A: Farm Family Casualty Ins Co INSURER B: United Farm Family Ins Co 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		3102X6690	04/01/23	04/01/24	EACH OCCURRENCE \$ 1,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100.00 MED EXP (Any one person) \$ 5.00 PERSONAL & ADV INJURY \$ 1,000.00 GENERAL AGGREGATE \$ 2,000.00 PRODUCTS - COMP/OP AGG \$ 2,000.00
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		3101C8600	04/01/23	04/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000.00 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		3101E5498	04/01/23	04/01/24	EACH OCCURRENCE \$ 4,000.00 AGGREGATE \$ 4,000.00
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	3104W7062	04/01/23	04/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000.00 E.L. DISEASE - EA EMPLOYEE \$ 1,000.00 E.L. DISEASE - POLICY LIMIT \$ 1,000.00
A	Cargo		3102X6690	04/01/23	04/01/24	Limit \$20.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Amherst Senior Services and Town of Amherst, including its officers, agents, employees are Additional Insured w/ respect to General Liability on a primary and noncontributory basis, per written contract, for services provided by named insured

CERTIFICATE HOLDER**CANCELLATION**

Town of Amherst Senior Services
370 John James Audubon Pkwy
Amherst, NY 14228

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

Alex Arrigo



CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only) Midstate Bakery Distributors Inc. 350 Commerce Drive Rochester NY 14623</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Amherst 5583 Main Street Williamsville, NY 14221</p>	<p>3a. Name of Insurance Carrier Farm Family Casualty Ins Co</p> <p>3b. Policy Number of Entity Listed in Box "1a" 3104W7062</p> <p>3c. Policy effective period 04/01/23 to 04/01/24</p> <p>3d. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included. (Only check box if all partners/officers included) <input checked="" type="checkbox"/> all excluded or certain partners/officers excluded.</p>

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 3 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: Alex Arrigo
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Alex Arrigo 4/3/23
(Signature) (Date)

Title: Agent

Telephone Number of authorized representative or licensed agent of insurance carrier: (585)297-7396

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NO authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue a permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permit shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing here however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter in any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)



**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

<p>1a. Legal Name & Address of Insured (use street address only) MIDSTATE BAKERY DISTRIBUTORS INC</p> <p>402 BABCOCK STREET BUFFALO, NY 14206</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 010577885</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) THE TOWN OF AMHERST 5583 MAIN STREET WILLIAMSVILLE, NY 14221</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL573683</p> <p>3c. Policy effective period 01/01/2023 to 12/31/2024</p>


4. Policy provides the following benefits:

- ☒ A. Both disability and paid family leave benefits.
☐ B. Disability benefits only.
☐ C. Paid family leave benefits only.

5. Policy covers:

- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
☐ B. Only the following class or classes of employer's employees:

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

Date Signed 7/20/2023 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.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in Box 1a for disability and/or Paid Family Leave benefits under the NYS Disability and Paid Family Leave Benefits Law. The insurance carrier or its licensed agent will send this Certificate of Insurance Coverage (Certificate) to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This Certificate may be used as evidence of a NYS disability and/or Paid Family Leave benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or Paid Family Leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Insurance Coverage for NYS disability and/or Paid Family Leave Benefits or other authorized proof that the business is complying with the mandatory coverage requirements of the NYS Disability and Paid Family Leave Benefits Law.

NYS DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

Attachment: midstate full-07312023151711 (RES-2023-697 : Midstate Bakery Distributors CRS#4215)

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Senior Services
Initiated by: **Melissa Abel**
Co-Sponsored by:

DOC ID: 27821

RESOLUTION 2023-698**Cse/Eisep CRS #4171**

We respectfully request Town Board permission to authorize the Supervisor to sign the Contract between the Town of Amherst and Erie County Department of Senior Services.

FINANCIAL IMPACT:

A 6776-03089

(\$127,702) Revenue

2023-24

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES PROGRAM CONTRACT

1. TITLE OF PROGRAM: Case Management, Information & Assistance, Outreach, Chore
2. CONTRACT PERIOD: From 4/1/23 to 3/31/24
3. ORGANIZATION:

Name: **Town of Amherst by and through The Amherst Center for Senior Services**

Mailing Address: Town Hall
5583 Main Street
Williamsville, New York 14221

Office Phone: (716) 631-7030

Federal I.D. No.: 16-6002157

Executive Director/Administrator: Brian Kulpa, Town Supervisor

Email: bkulpa@amherst.ny.us

4. PROGRAM CONTACT:

Name, Title: Melissa Abel, Executive Director

Mailing Address: 370 John James Audobon Parkway
Amherst, New York 14228

Office Phone: (716) 636-3055 , x 3117

Email: mabel@amherst.ny.us

Attachment: SOS full-07312023153257 (RES-2023-698 : Cse/Eisep CRS #4171)

AGREEMENT

THIS AGREEMENT made on the 1st day of April 2023, between the COUNTY OF ERIE (the "County"), a municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, acting by and through the Erie County Department of Senior Services, (the "Department"), and

Town of Amherst by and through The Amherst Center for Senior Services

(the "Agency"), a municipal corporation of the State of New York, by and through Town of Amherst Center for Senior Services, organized under the laws of the State of New York having an office and principal place of business at:

Amherst Town Hall
5583 Main Street
Williamsville, NY 14221

WITNESSETH:

WHEREAS, the County desires to make available to the residents of Erie County, services to the elderly as authorized by the New York State Office for the Aging and by the Erie County Legislature, the Erie County Department of Senior Services is hereby authorized to establish, operate and maintain programs and services for the elderly; and

WHEREAS, the County and the Agency in the spirit of mutuality and partnership, desire to provide the residents of the County the optimum quantity of geriatric services of the highest professional quality; and

WHEREAS, the Agency enjoys the use of facilities and has the capacity for the provision of certain services to the aging; and desires to provide a program to provide case management, information and assistance and outreach to residents, age 60 and over, in the service area defined in Schedule "A"; and

WHEREAS, the County desires to contract for such services and the Agency has agreed to furnish such services to the residents of the County;

NOW, THEREFORE, the County and the Agency agree as follows:

ARTICLE 1.: THIS AGREEMENT

Section 1.1 Incorporations. The agreement between the parties shall consist of this Agreement and the following Schedules which are attached hereto and made part hereof:

Schedule "A": Statement of Services.

Schedule "B": County Standard Insurance Provisions. Classification E.

Schedule "C": Program Specific Standard Assurances. Agency may also be referred to as "Applicant" in Schedule C.

Schedule "D": Standard Assurances - New York State Office for the Aging.

Schedule "E": Remuneration.

Schedule "F": Business Associate Agreement.

Schedule "G": Erie County Executive Order #13 - Pay Equity.

Section 1.2 Agreement. The Agency agrees to provide the services set forth herein subject to all the terms and conditions set forth in this Agreement and Schedules hereof. Agency further agrees to all the representations, terms, and conditions set forth in the attached Schedules listed above as if fully set forth in this Agreement. This Agreement and the Schedules above shall constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 1.3 Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

ARTICLE II: TERM OF THIS AGREEMENT

Section 2.1 Term of Agreement. The term of this Agreement shall commence on 4/1/2023 and shall terminate on 3/31/2024 unless terminated earlier pursuant to the provisions of this agreement.

Section 2.2 Termination.

A.) In the event that services under this agreement are not satisfactory to the County or to the New York State Office for the Aging, the County may terminate this agreement upon ten (10) days written notice to the Agency either by personal service or by certified or registered mail.

B.) The County may terminate this Agreement in the event the terms and conditions hereof are not fully complied with by the Agency by giving ten (10) days notice to the Agency, in writing, of its intention to terminate for that reason.

C.) Otherwise, either party may at any time during the term of this Agreement or any extension thereof terminate this Agreement by giving to the other party thirty (30) days written notice of its intention to terminate.

D.) The Agency agrees that in the event of termination of the agreement prior to the expiration date set forth in this Agreement, the Agency agrees to:

1) Account for and refund to the County, within thirty (30) calendar days, any funds that have been paid to the Agency pursuant to this agreement that are in excess of un-reimbursed expenses incurred prior to the notice of termination;

2) Not incur any further obligations pursuant to the agreement beyond the termination date;

3) Submit, within thirty (30) days of termination, a report listing each and every receipt, expenditure of funds, program activity, accomplishment, and obstacle encountered relating to this agreement.

4) Return all fixed assets belonging to the County of Erie, purchased under the terms of this or preceding contracts.

Section 2.3 County's Rights. In the event the County determines that there has been a material breach

by the Agency of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Agency of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Agency . Without limiting the foregoing, upon written notice to the Agency, repeated breaches by the Agency of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

ARTICLE III: BASIC OBLIGATIONS OF AGENCY

Section 3.1 Contract Services. The Agency shall provide to the residents of Erie County the contract services set forth in Schedule "A" attached to this Agreement. The contract services shall be carried out by the Agency in accordance with current industry standards and trade practices.

Section 3.2 Duty to Report Progress. The Agency shall report to the County on its progress toward completing the contract services, as the Commissioner of Senior Services or his/her duly authorized designee (the "Commissioner") may request, and shall immediately inform the Commissioner in writing of any cause for delay in the performance of its obligations under this agreement.

Section 3.3 Insurance The Agency agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. All Certificates of Insurance shall be approved by the County of Erie Department of Law prior to the inception of work, and all payments will be delayed until the requirements are met. All entities which have elected to become self-insurers for liabilities formerly covered by policies of Automobile, General, Excess Umbrella Liability Insurance and Worker's Compensation are required to provide to the Department, proof of coverage equivalent to the limits required by this Section as specified in Schedule B. Evidence of Workers' Compensation must be on forms approved by the New York State Workers' Compensation Board.

In the event that a required insurance policy is cancelled, expires or lapses, the Agency shall submit to the County an updated Certificate of Insurance, which shall be reviewed for approval by the County of Erie Department of Law and all payments will be delayed until the requirements are met. In addition, the County reserves the right to terminate this Agreement should the Agency fail to provide the required insurance within 30 days of the policy's cancellation, expiration or lapse.

Section 3.4 Contract Expenses. The Agency shall be responsible for all costs involved in the delivery of contract services and shall incur only those expenses set forth in this Agreement on any Schedule attached hereto. Subcontracts for services as required under this agreement shall also be in accordance with this Agreement and any Schedule attached hereto.

Section 3.5 Professional Standards and Levels of Service. All contract services will be delivered in accordance with generally accepted standards of professional quality and quantity. The units of service as specified shall be periodically reviewed by the parties, and where appropriate, the units of service specification may be adjusted by the mutual agreement of the parties in writing. No reduction in the level of services shall be permitted if such reduction alters the basic nature or adversely affects the quality of the contract services. If the Agency is delivering service at a rate which, in the judgment of the Department will result in a level of service below that agreed upon, the Department may, after notifying the Agency,

formally request that the rate of service be increased in general or by a specified amount up to the level agreed upon.

Section 3.6 Required Performance Agency agrees that, whether during the contract term or thereafter, it will do all necessary acts and sign any and all documents, contract amendments and/or supplemental agreements which may be required or necessary to maintain grant status and/or to satisfy requirements by federal, state, county and grant providers or which may be required to maintain or to obtain additional grant funds applicable to the term set forth in this Agreement.

Section 3.7. Indemnification. In addition to, and not in limitation of the insurance provisions contained in Schedule "B", Agency agrees that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County: (a) the Agency shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Agency or third parties under the direction or control of the Agency; and (b) Agency shall 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. Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 3.8 Non-assignability and Subcontract Agreements. The Agency shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or of its right, title, or interest herein or its power to execute this Agreement to any person or corporation without the previous consent, in writing, of the County. All agreements between the Agency and a subcontractor(s) shall be by written contract only. Any subcontract submitted for approval by the County must provide in writing that the Agency will retain ultimate control and responsibility for the service provided under the subcontract and that the subcontractor shall be bound by the provisions of the Agreement between the Agency and the County and any other requirement applicable to the Agency in the provision of contract services. Where required by New York State law, all subcontractors shall be licensed and certified to perform contract services by the Offices of New York State. All subcontracts entered into by the Agency shall be written in accordance with all local, New York State and Federal laws, rules and regulations and shall be available for review by the County and the Offices of New York State. No subcontract shall provide for the County to incur financial obligation. All subcontracts entered into by the Agency with a subcontractor shall be governed by applicable provisions of New York State law relating to conflict of interests. The Agency shall not be relieved of any responsibility under this Agreement by any subcontract. The Provider shall require by written agreement all subcontractors and their employees to observe all applicable local, New York State and Federal laws, rules and regulations relating to the confidentiality of client records and information.

Section 3.9 Agency Status Written notice to the County pursuant to the notice provisions above AND to the Erie County Department of Law, 95 Franklin Street, Rath Building-16th Floor, Buffalo, New York, 14202 shall be given by Agency should: (A) Agency's status be altered in any way; and/or (B) Agency be subject to investigation concerning acts or omissions which would affect Agency's status and/or licensure. Immediate notice under this section means postmarked First Class Mailing no later than 72 hours after any alteration of license status or knowledge of any investigation.

Section 3.10. Compliance with the Law. The Agency shall furnish the contract services in compliance with all applicable Federal, State, County, Local and Department laws, rules, regulations, and policies and procedure manuals. The Agency shall further comply, at its own expense, with all applicable rules,

regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

ARTICLE IV: PAYMENTS FOR SERVICES

Section 4.1 Amount payable by the County. For the services to be performed pursuant to this Agreement, the Agency shall be paid the amount authorized for this Agreement by the Erie County Legislature as is further specified in Schedule E attached hereto.

Section 4.2 Availability of Funds. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by the Erie County Legislature. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by the County Legislature during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

The parties further recognize and acknowledge that the obligations of the County under this Agreement may be subject to the County's receipt of funds from agencies of New York State, the United States of America, or other non-county sources. If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State or the United States of America, or non-county source, the County may terminate this Agreement immediately or reduce the amount payable to the Agency, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Agency. If the County subsequently offers to pay a reduced amount to the Agency, then the Agency shall have the right to terminate this Agreement upon reasonable prior written notice.

Section 4.3 Refund by the Agency. If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement,

exceeds the authorized expenditures pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Section 4.4 Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit an invoice within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the Department may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

Section 4.5 Payment Conditional. All payments by the County under this agreement shall be subject to revision on the basis of an audit conducted by the Comptroller of Erie County, any appropriate state agency, or the Department. Furthermore, if the New York State Office for the Aging shall fail to approve full state and federal aid reimbursement for payments by the County to the Agency under this agreement by reason of any act or omission of the Agency, the County's obligation shall be reduced by the amount so not approved, and any County matching funds. The County may withhold from any payment due to the Agency on any agreement, or recover from the Agency, an amount equal to the sum so not approved and any County matching funds. The County may withhold payment to the Agency of the sum not in excess of ten (10) percent of the obligation of the County stated in this Agreement until after an audit satisfactory to the Department has been completed, provided an audit has been commenced within one (1) year from the date from which payment is withheld. The Department shall settle accounts with the Agency on the basis of that audit within a reasonable time, not to exceed three (3) months, after the audit is transmitted to the Agency.

ARTICLE V: RESPONSIBILITIES OF THE DEPARTMENT

Section 5.1 General Supervision and Evaluation. The Department shall provide, in a manner consistent with Federal, State and local laws and regulations, general supervision and evaluation over the contract services and facilities rendered, administered or coordinated by the Agency.

Section 5.2 Revision of Contract. The Department shall, during the term of this Agreement, review any proposals submitted by the Agency to change the contract services. The Department may authorize appropriate amendments to this contract upon the mutual agreement of both parties that such change or changes are desirable. All budget transfers for any approved changes in services pursuant to this Section must be in compliance with the requirements of this Agreement. In no event shall such change result in an increase in the obligation of the County without the authorization in writing of the County Executive of Erie County and, when necessary, the authorization of the Erie County Legislature.

ARTICLE VI: RECORDS, REPORTS, AUDITS.

Section 6.1 Records.

A.) The Agency shall keep records with respect to delivery of contract services performed under this agreement. Such records shall be kept separate or identifiable from those relating to other activities of the Agency. The Agency shall maintain adequate individual client service records which shall, subject to the provisions of this Agreement, be made available to the Department. Individual records or evaluations shall be transferred to the Department or other providers of services only upon the written authorization from the client.

B.) Any information transferred to a provider of services to the aging is to be confidential and used solely for the benefit of the client. At the expiration or termination of this agreement, or any extension thereof, all plans and programs for providing services, all educational plans, programs and materials, all program records, and all program evaluation shall become the property of the Department on behalf of the County. Individual records and evaluations shall be transferred to the Department if the Agency is not adequately maintaining such records or if the Agency is dissolved. The Agency's obligation under this Section shall continue beyond the termination of this agreement and shall be in compliance with confidentiality requirements of applicable laws. The Agency shall implement appropriate privacy and security safeguards to protect the confidentiality, integrity and availability of protected health information, including but not limited to privacy and security policies, employee training, and access, use and disclosure restrictions.

Section 6.2 Record Retention. The Agency shall retain all books and records (including supporting documents) relating to its performance under this agreement for seven (7) years from the expiration or termination date of this agreement unless permission is given to the Agency in writing by the Department to destroy them prior to the expiration of the seven (7) year period.

Section 6.3 Audit, Inspection and Visitation.

A.) Subject to the confidentiality and privilege provisions of this Agreement, the Agency shall during regular business hours make available for reasonable audit, inspection and visitation by the Department, the Erie County Comptroller, the New York State Office for the Aging, and the New York State Department of Audit and Control, U.S. Administration on Aging or any persons retained by these agencies, its contract services, facilities, and all financial, statistical and client reports, records, memoranda and other data relating thereto. Further, the agency shall provide a copy of any audit, and/or management letter received from any independent auditor who has occasion to audit said agency's books and records and provide such audit and/or management letter to such agency, to the Erie County Comptroller's Office, 11th Floor - Rath Building, Buffalo, New York, 14202, and the Erie County Department of Senior Services, Attention: Fiscal Management Unit, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York 14202.

B.) In the event, this Agreement is funded in part by funds from the Federal government, the agency must meet the audit requirements of Office of Management and Budget Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards-Subpart F as currently named, numbered and/or amended, as well as any additional audit requirements contained in this Agreement and Schedules of this Agreement.

Section 6.4 Confidentiality and Privilege. All examinations, inspections, audits and visitations hereunder shall, in the absence of an effective waiver by the client, be conducted in accordance with client confidentiality requirements of applicable laws, on the Agency's premises, and at the discretion of the Agency, in the presence of an Agency representative.

ARTICLE VII: MISCELLANEOUS

Section 7.1 Relationship of Parties The Agency and the County agree that the Agency and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not

employees, agents or servants of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Agency covenants and agrees that neither the Agency nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will act as, hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

Section 7.2 New York Law and Interpretation

A.) This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

B.) If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

Section 7.3 No Third-Party Reliance Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

Section 7.4 No Waiver of Right to Enforce Failure of County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any work or the payment of any fee or reimbursement due hereunder with or without knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

Section 7.5 Conflicts of Interest The Agency shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. The Agency shall also use all reasonable means to avoid any appearance of impropriety.

Section 7.6 Authorized to Sign The person or persons signing this Contract on behalf of the Agency hereby represent that they are duly authorized to enter this Contract and to bind Agency to all terms and conditions set forth in this Contract and all attachments hereto.

Section 7.7 Mention of County/State Support In any printed matter announcing or describing a service provided or supported by the Agency, or in any product such as a publication, book, catalog, films, videotape, exhibition, website, or similar product assisted under the terms of this agreement, the Agency shall prominently mention the Erie County Department of Senior Services, and the New York State Office for the Aging.

Section 7.8 Copyrightable Material Where Agency projects supported in whole or in part by County and/or State assistance, produce original books, manuals, films, or other copyrightable material, the material cannot be copyrighted or sold without the written permission of the New York State Office for the Aging and the County of Erie. The Erie County Department of Senior Services reserves the royalty-

free, non-exclusive and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to publish and use such materials. Any income received by the Agency as royalties or otherwise earned by such copyrightable material shall be considered as Agency income. Such income shall reduce the County's obligation under this Agreement in accordance with the provisions of Article IV. Creation of all such material must be consistent with this contract and forwarded to the Erie County Department of Senior Services.

Section 7.9 Labor Agreements.

A.) The Agency shall provide to the Department the details of any existing labor agreement or Agency commitment for the provision of increases in personnel salaries or benefits. The County shall not reimburse the Agency for any expenditures pursuant to such labor agreement or Agency plan which exceed the line item budget provisions of the contract.

B.) The Agency shall notify the Department in advance of any pending negotiations with any organizations representing employees covered by this agreement with respect to terms and conditions of employment or of any Agency plan regarding such matters. Prior to any final settlement with any such organization or the implementation of any Agency plan, the Agency shall notify the Department of the terms and conditions thereof. The Agency, in addition, shall provide the Department with copies of all collective bargaining agreements or Agency plan covering employees providing contract services.

Section 7.10 Limitation on Actions. No action shall lie or be maintained against the County upon any claim under this agreement or arising out of anything done in connection with this agreement, unless such actions shall be commenced within ninety (90) days from the termination date of this agreement.

Section 7.11 Headings. The headings in this agreement are inserted for convenience and reference only and shall not be used in any way to interpret this agreement.

Section 7.12 Mutual Cooperation. The Agency and the County recognize that in the performance of this contract, the greatest benefits will be derived by promoting the interest of both parties, and each of the parties does, therefore, enter into this contract with the intention of loyally cooperating with the other in carrying out the terms of this contract and in promoting the interests of the elderly.

Section 7.13 Other Services. The Agency shall report to the Department the receipt by the Agency of any grant or contract between the Agency and any other party which directly or indirectly affects the performance of the services in this contract. At no time shall the quantity or quality of services provided by the Agency under this agreement be adversely affected.

Section 7.14 Welfare to Work Initiative. Erie County strongly encourages all not-for-profit agencies that contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact: Erie County Department of Social Services, Employment and Training Programs, for additional information regarding this program.

Section 7.15 Notice Address. All notices to the County shall be addressed to the Commissioner, Erie County Department of Senior Services, Room 1329, Rath Building, 95 Franklin Street, Buffalo, New York

14202, and all notices to the Agency should be addressed to:

Town of Amherst
Supervisor Brian Kulpa
Town Hall
5583 Main Street
Williamsville, New York 14221

Section 7.16 Non-discrimination. The Agency: 1) shall not discriminate against any employee or applicant for employment because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws with respect to all employment decisions including, but not limited to recruitment, hiring upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoff, termination, and all other terms and conditions of employment; 2) shall not discriminate in the selection of subcontractors on the basis of the owner's partners or shareholders' race, religion, color, creed, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws; 3) shall state in all solicitations of advertisement for employees placed by or on behalf of the contractor that all qualified applicants will receive consideration for employment without regard to race, religion, creed, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws or is an equal employment opportunity employer; and 4) shall not discriminate against any client or applicant for services rendered under this agreement because of race, creed, religion, color, national origin, gender, age, disability, marital status, sexual orientation or citizenship status or any other status protected by New York State or Federal laws.

Section 7.17 Emergency Preparedness Plan In order to secure the well-being of clients receiving County-funded services provided by the Agency, as well as the staff and property of the Agency itself, the Agency shall prepare and have available for review by County personnel a comprehensive Emergency Preparedness Plan that details what actions are to be taken in the event of a natural or man-made disaster or emergency of whatever kind. To the extent possible, this Plan shall be coordinated with the overall master plan for emergencies in effect in the city, town or other municipality in which the Agency is located, as well as with Erie County's plan(s) for such emergencies.

Section 7.18 New York Executive Order 38. Pursuant to New York State Executive Order 38, issued January 18, 2012, and as prescribed by State regulations promulgated thereunder, should the Agency be considered a covered provider thereunder, Agency shall comply with all reporting obligations contained in such regulations. Reporting obligations include, but shall not be limited to, the submission of a completed EO 38 Disclosure form for each reporting period. Such forms shall be submitted in the manner and form specified by the State agency(ies) providing funds through this Agreement. All such reporting shall be made directly to such funding State agency(ies). The County shall not be responsible for receiving or forwarding such reports to State agencies. In addition to compliance with State regulations applicable thereto Agency shall comply with all substantive requirements of Executive Order 38, including the cap on certain executive compensation and required minimum percentage payments for direct care services. Evidence of such compliance shall be submitted to the County on an annual basis.

Section 7.19 Erie County Executive Order 13. The Agency shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Schedule "G" and made a part hereof. The Agency shall make such records available, upon request, to the County's Division

of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Agency, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Agency is not qualified to participate in future County contracts.

IN WITNESS WHEREOF, The County of Erie and the Agency have caused this Agreement to be executed.

THE COUNTY OF ERIE

Town of Amherst

By: _____

By: _____

Mark Poloncarz / Lisa M. Chimera
County Executive/Deputy County Executive

Brian Kulpa
Town Supervisor

Date: _____

Date: _____

Program Title: Case Management, Information and Assistance, Outreach, Chore

Approved as to content:

By: (Electronically signed)
Angela Marinucci
Commissioner, Department of Senior Services

Date: _____

Approved as to form:

By: (Electronically signed)
Aaron Rubin
Assistant County Attorney

Date: _____

Document # 23 - _____ -SS

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Part II – Agency Representations:**Agency Information:**

Town of Amherst by and through the Amherst Center for Senior Services

Place of Performance:

370 John James Audubon Parkway, Amherst NY 14228

✓ **Organizational Chart showing all functional units of Agency and identifying which units will conduct Grant activities:**

Attached

Board of Directors, if applicable, listing of current members of the Board with contact information for the President of the Board:

Attached

When was Agency established? (Month & Year):

June 1962

Agency's total operating budget for last fiscal year:

Attached

The basis of the Agency's authority to conduct the programs and services described in this application (license, board approval, etc.):

Approval of the Town of Amherst Town Board

Agency's overall programs and services identifying those which are available to older adults:

All Town of Amherst program and services are available.

Purpose of the Amherst Center for Senior Services:

The Town of Amherst Department of Senior Services is a Human Service agency serving the community's older adult residents. Its mission is to foster the physical and mental well-being of seniors by providing educational and recreational activities, health-related, social and supportive services, and opportunities for volunteerism.

Services Provided: Classes (75 various- exercise, Discussion, Computer, Chronic Disease Management, etc.): Clubs (Knitting, Bridge & Pinochle, Billiards, Travel, etc.): Congregate Nutrition Program: Home Delivered Meals; Support Groups; Outreach; Social Model Adult Day Services; Transportation and Volunteer opportunities.

Staffing Pattern:

Please identify each position by descriptive job title, the number of hours per week, number of staff at

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that title in the program, and if vacant, the anticipated fill date:

Job Title	# hrs	# staff	fill date
Project Coordinator	35	1	
Case Manager	35	2	
Social Case Worker (PT)	19	1 2 *(in kind)	unknown
Clerk Typist (PT)	19	1	
Clerk Typist (Seasonal)	6	1	
Director of Senior Services	4	1	

Amendments to this Application:

The Agency must submit to the County necessary documentation of changes, additions, or deletions to the information provided in this Schedule.

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SCHEDULE A
STATEMENT OF SERVICES
CSE/EISEP

Case Management, Information & Assistance, Outreach, Chore

2023-2024

To the fullest extent applicable, Agency hereby agrees to the terms and conditions set forth in this Schedule:

Part I - Services, Terms and Conditions:

- I.** Erie County Department of Senior Services (herein, "County") is contracting with the Agency to provide services to older persons with the objectives of addressing basic needs and maximizing independence. To address basic needs, Agency must identify older persons in need using multiple formal and informal channels, assess those needs, and link individuals with appropriate services. The goal is to ensure that older adults in our community have safe, affordable housing, enough food to eat, accessible transportation, quality medical care, accessible home support services, quality neighborhood life, and access to critical government services.

To facilitate maximized independence, services must foster independence and empowerment, enabling clients to learn the skills necessary to access appropriate resources that will help them to meet their basic needs and continue living in the community.

- a. Case Management:** Comprehensive process which helps older persons with diminished functioning capacity, and/or their caregivers, gain access to and coordinate appropriate services, benefits and entitlements. Case Management consists of assessment and reassessment, care planning, arranging for services, follow-up, monitoring, and discharge. These activities must be provided by or under the direction of the designated case manager or case manager supervisor with a goal of maintaining the individual in the community as independently as possible.
- i.** Case Management criteria:
1. Individuals 60 years of age or older;
 2. Must be functionally impaired, i.e., need the assistance of another person, in at least one Activity of Daily Living (ADL) (i.e., bathing, dressing, toileting, transferring, or eating) or two Instrumental Activities of Daily Living (i.e., shopping, housekeeping, preparing meals, laundry, using transportation, telephoning, getting out of the home);
 3. Must have unmet needs, i.e., not receiving necessary assistance;
 4. Must NOT be receiving the same or similar services under the following programs: Titles XVII (Medicare), XIX (Medicaid) XX of the federal Social Security Act, or any other program;
 5. Only Case Management services funded by the County are countable for Case Management unit entry.
 6. An assessment may be requested and provided without evidence of unmet needs to determine if unmet needs exist. The client is entitled to the assessment and a statement of problems.
- ii.** Case Management activities for clients receiving community-based long-term care

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services:

1. A comprehensive MDS-compliant assessment is the collection of information about a person's situation and functioning, and that of his/her caregivers, which allows identification of the person's specific strengths and needs in the major functional areas.
 2. Development of, and adherence to, a goal-oriented care plan which directs case management activities.
 - a. The care plan must be personalized and represent client's values and preferences.
 3. Referrals are made to available community services that support the client in meeting their goals including services not funded through the County, and are appropriately documented in PeerPlace.
 4. Coordination of the care plan (arranging and monitoring services) includes contacting service providers, conducting case conferences and negotiating with providers for the delivery of needed services to the client as stated in the care plan.
 5. Follow-up and monitoring is ongoing and includes specific time frames for activities. Regular contact with the client and service providers is required to ensure that the care plan is meeting the client's needs and services are being delivered at the appropriate levels and quality. Requirements are outlined in **Exhibit A: Case Management Service Monitoring Requirements Policy and Procedure**.
 6. Reassessment is the formal re-examination of the client's situation and functioning and that of his/her caregivers to identify changes which occurred since the initial assessment/last reassessment and to measure progress toward goals outlined in the care plan. It is done at least 364 days from the previous assessment and more frequently if needed. Changes are made to the care plan as necessary.
 7. Discharge is the termination of case management services. Reasons for discharge may include the client requesting discharge, the attainment of goals described in the care plan, the client needing a type of service other than case management or ineligibility for the service.
- b. **Information and Assistance:** Information and Assistance may include three components:
- i. Providing information on services, benefits, entitlements and other areas of concern to consumers or their representatives which enables them to locate and obtain needed resources on their own.
 - ii. Assistance to consumers in obtaining access to the services and resources available within their community. An individual is provided with information on a one-to-one basis about available services and opportunities in the community, assisted in defining problems/needs and capacities, receives direction or guidance relative to those identified issues and is linked to services and opportunities to meet the problems/needs. When appropriate, case assistance may also involve worker intervention, negotiation and advocacy with providers on the client's behalf to ensure the delivery of needed services and benefits. Also included in this is follow-up, to the extent possible, that the consumer receives the service.
 - iii. Referral is a two-step process involving the initiation of a linkage between a client and a service provider, and follow-up to determine whether the service has been or is being

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- provided.
- iv. Case Managed clients may also receive Information and Assistance units of service in instances where a Case Managed client contacts Agency for information or assistance with an issue not relating to their case managed services. For example, if a client is Case Managed because they receive Home Delivered Meals and contacts Agency for HEAP application guidance, that interaction counts as an Information and Assistance unit.
- c. **Outreach:** Activities initiated by the Agency for the purpose of identifying potential clients or their care givers and encouraging their use of services and benefits. Outreach is when the Agency finds an isolated older person who has no prior knowledge of the County/Agency, not when an older person finds the County/Agency. The contact is documented in PeerPlace event profile as an Outreach.
- i. Example 1: Staff visits to a new senior housing building to locate isolated individuals who have never been clients of the AAA. This contact must be conducted one-on-one and not done as a group presentation.
 - ii. Example 2: The AAA or its subcontractors have a table at a health event where providers conduct face-to-face identification of isolated individuals by discussing the individual's needs and available programs one-on-one.
 - iii. Example 3: A third party such as a police officer contacts the AAA and says there is an older person they see when on patrol that appears to be in need of services and asks that OFA staff do an Outreach visit.
 - iv. Reporting Clarification: Outreach is when the AAA/subcontractor finds an isolated older person who has no prior knowledge of the AAA, not when an older person finds the AAA/subcontractor
- d. **Chore Service:** Assists with housekeeping chores such as dusting, vacuuming, mopping, cleaning bathroom, laundry, simple meal preparation, etc.
- i. Agencies providing Chore Services will be paid at the hourly rate as specified in Schedule E.
 - ii. Agency must provide County their Chore worker(s) hourly rate of pay.
 - 1. Minimum rate to Chore workers must be **\$16.00/hr.**
 - iii. Criteria for Chore Service are as follows:
 - 1. A needs assessment has been completed.
 - 2. Must have unmet needs, i.e., not receiving necessary assistance.
 - 3. Units of service include time providing service to the client; transportation time is not included in units of service.
 - iv. Chore Services will be provided as follows:
 - 1. Chore Services Referral (**Exhibit B**) will be completed by the Case Manager to give the referral information and the expected tasks to be provided based on their assessment of the client.
 - 2. Agency will schedule the provision of services and inform the Case Manager of the initial date of service to allow the Case Manager to introduce the Chore Worker and/or they can contact the client within the 24-hour window required.
 - 3. Chore services are provided with a maximum of two hours per visit with services provided at maximum of every two weeks. Clients are assessed/reassessed annually and monitored every other month, according to case management monitoring policy and procedure.
 - 4. It is suggested services be scheduled back to back, in geographic proximity. In the event of a cancellation, the other clients on the schedule may be asked to

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- change their scheduled time to allow back to back appointments.
5. Chore Worker will provide a time sheet (**Exhibit C**) to the client to sign for each time service is provided. These time sheets will be submitted to the Contract Monitor with the monthly invoice.
 6. In the event services are cancelled – every effort will be made to reschedule so as not to have services lapse for a month or more.
 7. Case Managers should monitor the services in the client’s home both when the Chore Worker is present and without the Chore Worker.
 8. Case Manager should be informed of changes regarding the Chore clients on the day of the event – including changes in the schedule, cancellation of services, changes in tasks requested.

II. Contract Personnel:

- a. Agency must employ a Project Coordinator and Senior Case Manager(s) and/or Case Manager(s) with the following Minimum Qualifications and Job Descriptions, to fulfill terms and service requirements set forth in this contract.
 - i. The minimum hourly salary for all Case Managers must be **\$20.00**.
- b. Agency may also fill additional position(s) to fulfill terms and service requirements set forth in this contract at their discretion.
- c. New Case Managers must, within (5) months from start date of employment, complete the “Competency-based online certificate training program in case management” developed by The Center for Aging and Disability Education and Research (CADER) at Boston University.
 - i. Existing Case Managers must complete 16 hours of locally developed training per contract year.
- d. Agency must provide all Case Managers and staff who conduct contract activities and interact with the public, with photo identification which includes Agency name, Agency address, employee name, employee picture, employee emergency contact information and language stating that Agency is a contract agency of Erie County Department of Senior Services.
- e. Employee Minimum Qualifications and Job Descriptions
 - i. **Job Title:** Project Coordinator
 1. **Minimum Qualifications:** Bachelor’s degree, valid NYS driver’s license, and reliable transportation.
 2. **Job Description & Expectations:**
 - a. Responsible for the overall supervision and coordination of services provided under contract with the Erie County Department of Senior Services. These services include case management and information and assistance, and may include chore and/or transportation services.
 - b. Establishes and maintains linkages with other service providers in the service area to foster relationships that facilitate service delivery.
 - c. Seeks to identify and generate additional resources that promote, enhance and improve services to the elderly.
 - d. Supervises case managers and other project personnel. Conducts regular case conferencing sessions with case managers to ensure EISEP standards are met and care plan goals are effective and appropriate. Participates in case conferencing meetings with the assigned Department Supervisor.

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- e. Conducts Case Record Reviews for case managers under supervision to ensure standards are met by the Agency. As these activities are reported in PeerPlace as case management units of service, they should equal approximately 100% of a full time equivalent. The Project Coordinator is responsible for reviewing all cases within a one year look back period to ensure monitoring compliance.
- f. Is responsible for the completion of reviews of COMPASS re/assessments by agency Case Managers within the 10-day turnaround time standard.
- g. If the agency finds itself over capacity for whatever reason, it is the responsibility of the Project Coordinator to reach out to their County case management supervisor for assistance to ensure that EISEP standards will continue to be met.
- h. Responsible for coordinating the onboarding/training of new agency case management staff in accordance with current Erie County Department of Senior Services and NYSOFA guidelines.
- i. Assesses individual staff training needs and facilitates training opportunities which address these needs. Participates in trainings and in-services as required by the Erie County Department of Senior Services. May supervise student interns from area colleges and universities.
- j. Ensures that Case Managers complete NYSOFA required CADER trainings as well as the minimum 16 hours per year of additional job related trainings.
- k. Plans and implements a variety of outreach activities (such as visiting senior housing buildings to locate isolated individuals) that are primarily targeted to reach underserved elderly who are frail, socially isolated, minority and/or low income. Submits a report on outreach activities completed.
- l. Maintains necessary record keeping systems, prepares and submits mandated reports on services using available information technology resources. Reports include but are not limited to Performance Measures results, monthly case record review list, etc.
- m. All case manager/senior case manager responsibilities in addition to the Project Coordinator responsibilities outlined above. The Project Coordinator may maintain a small caseload in order to provide oversight and supervision to staff with the remainder of their time.
- n. Assigns intakes to self and case management staff for assessment. Has delegated the task of assignments in their absents.

ii. **Job Title:** Senior Case Manager

- 1. **Minimum Qualifications:** Bachelor's degree, valid NYS driver's license, and reliable transportation.
- 2. **Job Description & Expectations:**
 - a. Provides information and referral on services to the elderly, their families and other service providers on the telephone, in person and through community forums.
 - b. Conducts thorough intakes of clients to determine the need for case management services.

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- c. Is responsible for in-home assessments of clients and development of care plans to meet needs. Implements care plans and revises as necessary.
- d. Advocates on behalf of clients with formal and informal support systems.
- e. Provides linkages and referrals to agencies and programs providing assistance to seniors. Stays current with programs pertaining to the elderly.
- f. Attends meetings, trainings and in-services as required by the Erie County Department of Senior Services.
- g. Demonstrates the ability to successfully utilize computer software for assessments, reporting (including worker log) and correspondence.
- h. Participates in regular case conferencing sessions with supervision and consults with supervisor as needed on difficult cases.
- i. Intervenes in crisis situations, making appropriate referrals to medical, environmental, mental health and utility emergencies.
- j. Conduct case conferencing sessions in the absence of supervisor.
- k. In absence of supervisor, oversee case managers and other cluster project personnel.
- l. Conducts case conferencing sessions with case managers to ensure EISEP standards are met and care plan goals are effective and appropriate.
- m. Assist supervisor in assessing individual staff training needs and facilitating training opportunities which address these needs. Participate in trainings and in-services as required by the Erie County Department of Senior Services. May supervise student interns from area colleges and universities.
- n. Plans and implements a variety of outreach activities (such as visiting senior housing buildings to locate isolated individuals) that are primarily targeted to reach unserved elderly who are frail, socially isolated, minority and/or low income. Submits a quarterly report on outreach activities completed.
- o. The Senior Case Manager assumes responsibility for a case management and information and assistance case load.
- p. Assists the Project Coordinator with reviewing all cases within a one year look back period to ensure monitoring compliance, including conducting Case Record Reviews.
- q. Assigns intakes to Case Management staff under the direction of the Project Coordinator.
- r. Other duties as directed

iii. **Job Title:** Case Manager

- 1. **Minimum Qualifications:** Bachelor's degree, valid NYS driver's license, and reliable transportation.
- 2. **Job Description & Expectations:**
 - a. Provides information and referral on services to the elderly, their families and other service providers on the telephone, in person and through community forums.
 - b. Conducts thorough intakes of clients to determine the need for case management services.

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- c. Is responsible for in-home assessments of clients and development of care plans to meet needs. Implements care plans and revises as necessary.
- d. Advocates on behalf of clients with formal and informal support systems. Provides linkages and referrals to agencies and programs providing assistance to seniors. Stays current with programs pertaining to the elderly.
- e. Attends meetings, trainings and in-services as required by the Erie County Department of Senior Services.
- f. Demonstrates the ability to successfully utilize computer software for assessments, reporting (including worker log) and correspondence, including email, scanning, faxing and other forms of communication, such as virtual conferencing.
- g. Is responsible for maintaining client case records in an accurate and timely manner. These records will reflect understanding of and adherence to established EISEP standards. Case Managers will maintain a caseload of approximately 100 clients.
- h. Participates in regular case conferencing sessions with supervision and consults with supervisor as needed on difficult cases.
- i. Intervenes in crisis situations, making appropriate referrals to agencies dealing with medical, environmental, mental health and utility emergencies.
- j. Maintains a working knowledge of community resources to meet the needs of clients.
- k. Work is performed under the direct supervision of a Senior Case Manager, Social Case Supervisor or and administrative employee of higher rank. Supervision may be exercised over lower ranking employees. Does related work as required.
- l. Other duties deemed as appropriate by Project/Assistant Coordinator
- f. Agency will provide County detailed job descriptions of all staff positions, upon request. In addition, the County shall have the right to review salaries of the staff detailed in this contract.
- g. County shall also have the right to review the credentials of any staff utilized to provide services under this Contract. However, it shall remain the duty of Agency to review and approve credentials and employ only persons who are qualified in all respects for the positions in which they are placed. Agency will not be reimbursed unless this requirement has been fulfilled.
- h. Agency agrees, to the greatest extent feasible, to employ older persons in the implementation of this agreement.

III. Agency Deliverables:

- a. Peerplace data will be utilized to track clients served and service type
 - i. Agency Goal range CM 320-420; I&A 285-385; OR 25-35 unduplicated served client goal range for Case Management, Information and Assistance and Outreach. The goals are set according to Agency staffing levels, data obtained from full contract year 2021-22, and input from Department and Agency staff. The goals will be tracked and monitored throughout the year to assist Agency in obtaining goals set while maintaining NYSOFA compliance
- b. If agency is underperforming, Department may at its discretion reallocate goals of, and possible funding to, another agency in order to achieve Department objectives.

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- c. If an agency terminates a contract at any point in the contract year it will be entitled to only a commensurate amount of funds for the time service was performed. Either the same percentage of time or percentage of clients served, whichever is less.

IV. Emergency Closure Preparedness Plan:

- a. If Agency location is closed during normal operating hours for any reason, Project Coordinator must contact assigned department supervisor to advise of closure details and to develop a plan to ensure that critical agency functions continue

V. Geographic Area Served:

- a. Concentration areas: Amherst 14226, 14228; East Amherst 14051; Williamsville 14221; Getzville 14068.
- b. Additional Areas: Agency agrees to provide services to individuals in addition to the defined Concentration Area: County will exercise this option to regulate caseload sizes of the Agency's Case Managers. If client demand exceeds the Agency's capacity, the County will assign excess cases elsewhere. Agency retains the responsibility to ensure their capacity is maintained

VI. Performance Measures:

- a. RBA Measure #1:
 - i. Number of new behavioral health screenings completed (emotional well-being scale to be completed at initial assessment).
- b. RBA Measure #2:
 - i. Number of annual behavioral health re-screenings completed (emotional well-being scale completed at re-assessment).
- c. RBA Measure #3:
 - i. Number of behavioral health referrals for further assessment by race
- d. RBA Measure #4:
 - i. Number of behavioral health referrals for further assessment by ethnicity
- e. Annual Satisfaction Survey: The effectiveness and quality of case management services will be evaluated by the County with the results presented to the Agency during the annual assessment.

VII. Contract Property:

- a. Purchases by the County are not subject to State and local sales or excise taxes. There is no exemption, however, for social security, unemployment insurance and like taxes. All equipment, purchased under this agreement with a unit cost of \$500 (five hundred dollars) and/or with a useful life of more than two (2) years, shall be deemed to be the property of the County and shall be used as far as practicable by the Agency for the purpose of carrying out the extent of this agreement, and shall not be available for the general use of the Agency. A complete inventory of all such equipment shall be maintained by the Agency. The Agency is responsible for returning inventoried property to the County at the Agency's expense. All such equipment shall be identified as the property of the County. Disposition of the inventoried property shall be made in accordance with applicable provisions of law. The Agency shall reimburse the County for all loss or damage due to any cause other than normal wear and tear, and such reimbursement shall include damages for loss due to the following causes as well; fire, theft or mysterious disappearance.

VIII. Contribution Income:

- a. Agency shall use its best effort to maximize applicable income.
- b. Agency shall establish and maintain a contribution schedule subject to the approval of the County, as required by the New York State Office for the Aging.

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- c. Agency shall cooperate with the County in efforts to receive funds from those programs where appropriate.
- d. Agency, consistent with the provisions of this Agreement relating to contract clients, and with a view toward increasing the funds available for contract services, shall use its best effort to maximize applicable income.
- e. Participants must be informed of and provided with the opportunity to voluntarily contribute to the cost of services.
- f. Participants may determine for themselves the contribution they are able to make.
- g. **Under no circumstances will any individual be refused service because of inability to contribute.** All other income earned by the Agency with respect to contract funds or as a result of conduct of contract services must be included in the calculation of the amount of Agency income.
- h. Pursuant to New York State Regulations, all Agency service personnel, both paid and volunteer, who handle contributions, must be bonded, with the exception of government employees and attorneys providing legal services. Agencies can obtain a "blanket bond" for all employees.

IX. Program Reports:

- a. If the Agency utilizes the online support service contracted through the County, such users shall be subject to the approval of the County as deemed necessary by the responsibilities of the user's jobs. The Agency agrees not to allow user login accounts to be used by or shared with more than one individual user, except that the user login accounts may be reassigned from time to time, by the County, to new users who are replacing former users who have terminated employment with the Agency or otherwise changed job status or function and no longer require access to the service. Failure of the Agency to observe these restrictions may result in termination of the use of the service and therefore termination of this contract.

X. Assessments:

- a. The County is responsible for evaluation of all services provided in connection with this Agreement. The Agency shall cooperate with the County in the conduct of such evaluations that are deemed appropriate. Under New York State Office for the Aging (NYSOFA) regulations, an annual assessment must be completed within 364 days of the previous assessment. In addition to the traditional items included on the annual assessment, the record of the following items will be considered:
- b. Obtain and maintain documentation as required in this Agreement including but not limited to providing current liability and Workers' Compensation insurance certificates
- c. Submit a monthly financial report to the County on or before the tenth (10) day of the month after the end of each monthly period of the program year on forms provided by the County
- d. Performance will be reviewed and failure to comply with requirements of Exhibit A: Case Management Services Monitoring Requirements Policy and Procedure, will be addressed and may lead to a compliance improvement plan with the expectation of improvement over the next three months
- e. To support compliance with these expectations, the Department will conduct ongoing service monitoring audits throughout the year which will comprise of an evaluation of individual Case Manager's current caseload relative to the following:
 - i. Review of case notes to check for documentation of the required bimonthly, quarterly, and service start contact, as well as, the Initial Assessment and Reassessment contact
 - ii. Compliance in timeliness of client/caregiver contact, and the content of the note itself
 - iii. Is there an updated Care Plan?
 - iv. Is there a COMPASS?

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- v. Service Plan?
- vi. In addition, Agency Project Coordinator/ Senior Case Management staff must conduct case record reviews (CRR) for Case Managers Initial, Reassessments, and as needed, relative to the number of assessments the Case Managers complete and submit for review on a timely basis. The expectation is to conduct a CRR within the 10-day turnaround time standard. This is reported on the quarterly report
- vii. Compliance Improvement Plans (CIP) –Any Agency or individual CM caseload that is 90% or higher complies with our determined standards. However, any caseload 89% or lower will result in the Agency or Case Manager being placed on a Compliance Improvement Plan (CIP).

Compliance Improvement Plans are designed to identify compliance issues/ concerns, describe the plan of action to address the issues, and document when the plan was reviewed.

If an Agency or individual Case Manager is found to be out of compliance by 89% or less, a Compliance letter will be sent from the Contracts unit to the Agency Project Coordinator and Executive Director. The compliance letter explains that the agency is currently out of compliance with our standards and that a CIP will be issued. The compliance letter specifies a date that the improvements need to be made by (within 3 months or less) and that actions will be taken if there is no improvement.

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SCHEDULE B
COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification G: General Purpose Contracts or Public Entity Services
For Cities, Villages and Towns, including but not limited to, Snow Removal,
Food & Transportation for the Elderly, Criminal Justice, Youth Delinquency,
and Transportation of Handicapped Persons

1. The contractor/municipality shall obtain, at its own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate Form.

- A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
 - Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
- B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
- C. Excess "Umbrella" Liability - with a minimum limit of \$1,000,000 each occurrence / \$1,000,000 aggregate.
- D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Forms C-105.2; SI-12; GSI-105.2; or U-26.3).
- E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Waiver of Subrogation is required on all lines in favor of Erie County.

3. All policies in which the County of Erie is named as an additional insured shall provide that:

- A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
- B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).

4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.

5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.

6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

SCHEDULE C
STANDARD ASSURANCES

for

TITLE III OF THE OLDER AMERICANS ACT OF 1965 AS AMENDED

**To the fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule as if the Agency were the Applicant/
Applicant Agency:**

1. Purpose of Program

The Applicant understands and agrees that it is the purpose of the Title III Program to foster the development of a comprehensive and coordinated service system for older persons within the planning and service area for the provision of supportive services, nutrition services and the establishment of multipurpose senior centers.

The primary objectives of this system are:

- (a) To secure and maintain maximum independence and dignity in a home environment for older persons capable of self-care with appropriate supportive services; and
- (b) To remove individual and social barriers to economic and personal independence for older persons, including the provisions of opportunities for employment and volunteer activities in the communities where older persons live.

2. Goals and Utilization of Resources

The Applicant further understands and agrees that in order to achieve the purpose of the Title III Program the resources made available by the State Agency and the Area Agency are designed to:

- (a) Provide for the development and implementation by the Area Agency, in conjunction with other planners and service providers, and older consumers of services, of an Area Plan which sets forth specific program objectives and priorities for meeting the needs of the elderly with special attention being given to the needs of older persons with the greatest economic or social need. Applicant may use methods such as location of services and specialization in the types of services most needed by these groups to meet this requirement. However, applicant may not use a "means test" or other test whereby the income or resources of an older person are used to deny or limit that person's receipt of services.

"Greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census. "Greatest social need" means the need caused by non-economic factors which include physical and mental disabilities, language barriers, cultural or social isolation including that caused by racial or ethnic status, which restrict an individual's ability to perform normal daily tasks or which threaten his or her capacity to live independently.

- (b) Increase the capability of the Area Agency to develop and implement action programs designed to achieve the coordination of existing social service systems in order to make such systems more effective, efficient, and responsive in meeting the needs of the elderly;

- (c) Draw in increasing commitments from public and private agencies which have resources that can be utilized to serve older persons, and encourage such agencies to enter into cooperative arrangements to facilitate access to and utilization of all existing services and to develop social and nutrition services effectively and efficiently to meet the needs of older persons.
- (d) Make existing social services more accessible to older persons in need through the development and support of services such as transportation, outreach, information and referral, and escort which can increase the ability of older persons, including the older physically and mentally disabled, to obtain other social services; and
- (e) Promote comprehensive services for the elderly through the development and support of social services which are needed by older persons but which are not otherwise available such as congregate meals, continuing education, health and health screening programs, legal services, advocacy, informational and referral services, daycare, protective services, residential repair and renovation, physical fitness and recreation services, home health care and homemaker services.

3. Targeting

Contract services shall be available to the population 60 years of age (*Title III-E and Grandparenting assistance – age 55*) and over residing in the designated service area, unless otherwise provided in this agreement. However, priority for service shall be given to those older persons with greatest economic or social need; that is, those who, because of low income, physical or mental impairment, minority status, cultural or social isolation, are at greater need. The Agency agrees to cooperate with the Department of Senior Services and its specialized programs for the frail elderly, and in accord with this Agreement, to target its services to those persons identified as being at particularly high risk to institutionalization.

4. Authority and Capacity of Applicant Agency

The Applicant assures that it has the authority and capacity to develop this proposal and to carry out a program pursuant to it within the planning and service area.

5. Staffing of the Applicant Agency

Adequate numbers of qualified staff, including members of minority groups, will be assigned to assure the effective conduct of responsibilities under this proposal. Subject to the requirements of merit employment systems of local government, preference will be given to persons aged sixty (60) or over for any staff positions (full-time or part-time) for which such persons qualify. The proposed staffing plan for the Applicant which sets forth the number, type of personnel employed and the timetable for the hiring of staff for the project year is included in this application. The Applicant understands and agrees that, once the staffing plan has been approved by the Area Agency, such plan must be adhered to in all personnel actions taken by the Applicant, and that, if the Applicant determines it must deviate from such plan, it must obtain the prior approval of the Area Agency.

6. Standards of Personnel Administration

In cases where the Applicant is a public agency, it will establish and maintain methods of personnel administration which conform to the Standards for a Merit System of Personnel Administration, and any standards prescribed pursuant to 5 USC 3371 et. seq. and 42 USC 4701

et. seq. (previously referenced in part as the Inter-governmental Personnel Act of 1970). Such methods shall be maintained in the files of the Applicant and shall be made available to the Area Agency and the State Agency upon request.

7. Contributions for Social Services

The Applicant assures that it shall afford older persons with a free and voluntary opportunity to contribute to all or part of the costs of the social services provided under this proposal. The applicant must protect the privacy of each older person with respect to his or her contribution and must establish appropriate procedures to safeguard and account for all contributions. Contributions made by older persons are considered program income and must be used by the Applicant to expand services. The Applicant shall consult with the Area Agency regarding proposed contributions. Each older recipient shall determine for himself, what he is able to contribute toward the cost of the social service. No older person shall be denied a social service because of his failure to contribute to all or part of the cost of such service.

8. Licensure Requirements

The Applicant assures that where State or local public jurisdictions require licensure for the provision of social services, it shall be licensed, or shall meet the requirements for licensure. All services provided must meet any existing state and local safety requirements for the provision of those services.

9. Evaluation

The Applicant assures that it will cooperate and assist in any efforts undertaken by the Area Agency, the State Agency, or the Administration on Aging to evaluate the effectiveness, feasibility, and costs of activities under the area proposal.

10. Public Information

The Applicant will provide for a continuing program of public information specifically designed to assure that information about the program and activities carried out under this proposal are effectively and appropriately promulgated throughout the geographic area.

11. Maintenance of Effort

The Applicant assures that there will be expended for the purposes for which payments are made for activities under this plan, for the year for which such payments are made and from funds from non-Federal resources, an amount not less than the amount expended for such purposes from such funds during the previous year.

12. Confidentiality

The Applicant must establish procedures in accordance with the client confidentiality requirements of applicable state and federal laws, rules and regulations, to protect the confidentiality of information about older persons collected in the delivery of services. The procedures must ensure that no information about an older person, or obtained from an older person by the applicant or the State or area agencies, is disclosed by the applicant or agency in a form that identifies the person without the informed consent of the person, unless the disclosure is required by court or order, or for program monitoring by authorized Federal, State, or local monitoring agencies.

13. Drug-Free Workplace

The applicant will comply with the Drug-Free Workplace Acts of 1988, 45 CFR Part 76, Subpart F as amended, replaced, and/or renumbered. The grantee certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace; (2) The grantee's policy of maintaining a drug-free workplace; (3) Any available drug counseling, rehabilitation, and employee assistance programs; and, (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and, (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than **FIVE** calendar days after such conviction;
- (e) Notifying the agency in writing, within **TEN** calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within **30** calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e) and (f).

New York State Office for the Aging

ATTACHMENT A
2020-24 FOUR YEAR PLAN

STANDARD ASSURANCES

For the Period:

April 1, 2020 - March 31, 2024

Applicable to the following:

Title III-B of the Older Americans Act

Titles III-C-1 and III-C-2 of the Older Americans Act

Title III-D of the Older Americans Act

Title III-E of the Older Americans Act

State Transportation Program

Caregiver Resource Center (CRC)

Wellness in Nutrition (WIN)

Community Services for The Elderly Program (CSE)

New York State Expanded In-Home Services for The Elderly Program
(EISEP)

Congregate Services Initiative (CSI)

Emergency Preparedness Plans

Mental Health Services

Health Insurance Information, Counseling and Assistance Program (HIICAP)

Unmet Need

Attachment: SOS full-07312023153257 (RES-2023-698 : Cse/Eisep CRS #4171)

The Standard Assurances applicable to, and included in, this 2020-24 Four Year Plan (hereafter collectively referred to as "Plan") shall be effective April 1, 2020.

Standard Assurances Applicable to All Programs

1. Statutes, Regulations, and Policies: The area agency on aging (AAA) assures that all its activities under this Plan shall conform with all applicable Federal, State, and local laws, and with Federal and State regulations, and program standards and Program Instructions of the New York State Office for the Aging (NYSOFA) that apply to such activities. Applicable laws include but are not limited to the following:

Federal Statutes, Regulations, and Policies

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001, et. seq.)

2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

2 CFR Part 376 (Nonprocurement Debarment and Suspension)

2 CFR Part 382 (Requirements for Drug-Free Workplace (Financial Assistance) — implementing 2 CFR Part 182)

45 CFR Part 75 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards)

45 CFR Part 80 (Nondiscrimination Under Programs Receiving Federal Assistance Through the Department of Health and Human Services Effectuation of Title VI of the Civil Rights Act of 1964)

45 CFR Part 84 (Nondiscrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance)

45 CFR Part 93 (New Restrictions on Lobbying, see 91-PI-05 [01/24/91])

45 CFR Part 1321 , Subparts A-D (Grants to State and Community Programs on Aging)

Age Discrimination in Employment Act of 1975, as amended (29 U.S.C. 621, et seq.)

Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101, et seq.) and implementing Federal regulations (28 CFR Parts 35 and 36) and 17-PI-21 [08/04/17].

Civil Rights Act of 1964, Title VI, as amended (42 U.S. C. 2000d, et seq.)

Equal Employment Opportunity Act of 1972, as amended (42 U.S. C. 2000e, et seq.)

Equal Pay Act of 1963, as amended (29 U.S.C. 206)

Hatch Act (5 U.S.C. 1501, et seq., Political Activity of Certain State and Local Employees)

Home Energy Assistance Act of 1981, as amended (42 U.S.C. 8621, et seq.)

Rehabilitation Act of 1973, Section 504 (29 U.S.C. 794, Nondiscrimination under federal grants and programs)

Single Audit Act Amendments of 1996 (31 U.S.C. 7501, et seq.)

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §

4601, et seq.)

Office of Management and Budget (OMB):

OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments) codified at 2 CFR Part 200

OMB Circular A-133 (Audits of State and Local Government and Non-Profit Organizations) codified at 2 CFR Part 200.500

Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action), as Amended by Executive Order 12086 (Consolidation of Compliance Functions), and as Amended by Executive Order 13279 (Equal Protection for Faith-Based and Community Organizations).

Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency)

HHS Grants Policy Statement (U.S. Department of Health and Human Services)
<https://www.hhs.gov/sites/default/files/grants/grants/policiesregulations/hhsgpsl 07 .pdf>

State Statutes, Regulations, and Policies

New York State Elder Law

New York State Office for the Aging Rules and Regulations (9 NYCRR Parts 6651, 6652, 6653, 6654, 6655, and 6656)

Executive Law, Article 15 (Human Rights Law)

Executive Law, Article 7-A (Solicitation and Collection of Funds for Charitable Purposes)

All NYSOFA Program Instructions

(<https://www.nysofa.org/ProvidersandStaff/ssuances/ssuances.cfm>)

2. Program Implementation: The AAA identified in this Plan has the authority and the responsibility for effective implementation of Title III of the Older Americans Act (OAA), Community Services for the Elderly (CSE), Expanded In-Home Services for the Elderly Program (EISEP), Congregate Services Initiative (CSI), Wellness in Nutrition (WIN), State Transportation Program, Health Insurance Information Counseling and Assistance Program (HIICAP), Caregiver Resource Center (CRC) programs, and Unmet Need and to support Title VII and the State Long Term Care Ombudsman Program (LTCOP). This AAA agrees to carry out directly or through contractual or other agreements, programs in its planning and service area (PSA) as detailed in this Plan, and in its Title III-B, Title III-C, Title III-D, and Title III-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, and CRC Applications for Funding (Applications).
3. Changes to this Plan: The AAA assures that it shall submit for approval to NYSOFA necessary documentation for changes, additions, or deletions to this approved Plan, and the Title III-B, Title III-c, Title III-D, Title III-E, EISEP, CSE, CSI, WIN, State Transportation Program, HIICAP, CRC Applications, and Unmet Need.

4. Utilization of Funding: The AAA understands and agrees that it shall apply only for funds which are necessary to meet the specific needs of older adults within its PSA for the next year and understands that NYSOFA shall not award any funds which cannot be so utilized.
5. Approved Costs, Budget Modifications:
 - A. Expenditures: The AAA agrees that expenditures shall be made only for authorized items of expense contained in the budget section of the approved Applications. Cost overruns up to \$1 ,000 or 10% (whichever is greater) for an individual budget category for authorized items of expense will be allowed as long as the total costs do not exceed the total amount of the grant. If and when expenditures in excess of \$1 ,000 for items not previously budgeted (e.g., equipment, personnel or contractor items) become necessary, the AAA shall submit a written request to NYSOFA and await NYSOFA approval before making such expenditures. Also, if costs for an individual budget category will exceed the budgeted amount by more than \$1,000 or 10%, whichever is greater, a budget modification must be approved in writing by NYSOFA before these costs will be reimbursed. (See 05-P1-09 [6/15/05]).
 - B. Equipment Disposition: If equipment costing \$1 ,000.00 or more is purchased with any Federal or State funds under this Plan, and the equipment is no longer needed for activities supported by such programs, NYSOFA reserves the right to select a recipient for and approve the transfer to such recipient of such equipment, which must be used for services to older adults.
6. Vouchering: The AAA agrees that State Vouchers submitted for reimbursement of expenses incurred in the conduct of this Agreement will not include any expenses which have been, or will be, reimbursed from other sources (e.g., other Federal or State funds). The AAA shall file claims for all payments on a timely basis in accordance with procedures promulgated by NYSOFA. The AAA agrees to accept payments electronically as required by New York State for expenses incurred and will enroll in the OSC (Office of the State Comptroller) electronic payment program, unless a request for Exemption from Electronic Payment is approved by NYSOFA.
7. Access to Records: The AAA agrees to maintain appropriate programmatic and fiscal records for the programs included under this Plan. Such records must be retained for six years after receipt of final payment. Authorized representatives of the Administration for Community Living (ACL), the New York State Comptroller or his authorized representatives and staff of NYSOFA shall have access to and right to examine all books, documents, and all pertinent materials of the AAA related to the programs included under this Plan. In addition, the AAA shall provide access to other Federal and State governmental agencies at the request of NYSOFA.
8. Indemnification: The AAA agrees to hold NYSOFA and the State of New York harmless and indemnify it from liability for actions the AAA takes under this Plan. In the event any claim is made or any action is brought against NYSOFA or the State of New York, arising out of negligent or careless acts or any neglect, fault or default of an employee, agent, independent contractor, trustee or volunteer of the AAA, either within or without the scope of his/her employment or scope of authority, or arising out of the AAA's negligent performance, NYSOFA shall have the right to withhold further payments for the purpose of set-off in sufficient sums to cover the claim or action and accompanying litigation costs. The rights and

remedies of NYSOFA provided for in this Standard Assurance shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Plan.

9. Personal Client Information: The AAA agrees that personal information relating to individuals who apply for or receive services pursuant to this Plan Shall be kept confidential by the AAA and shared on a need-to-know basis only With AAA and contractor staff for purposes of providing programs and services. Such information can be shared with entities outside those involved in delivering programs and services only with the informed consent Of the individual served or pursuant to a court order or when there is deemed to be actual and immediate danger to the health or welfare of the individual,

10. Contracts:

10.1 AAA Responsibilities for Contract Administration,

- A. Minority and Women Owned Business (WWBE) Contracts. The AAA assures that it will comply with all Federal, State, and local laws regarding opportunities for minority owned/operated and women owned/operated organizations.
- B. Service-Disabled Veteran-Owned Businesses (SDVOB) Contracts: The AAA assures that it will comply with ail Federal, State, and local laws regarding opportunities for servicedisabled veteran-owned businesses (SDVOB) organizations.
- C. Technical Assistance. The AAA shall provide technical assistance and information in a timely manner to all contractors.
- D, Contract Approval: The AAA shall enter into formal contracts in accordance with the Contractor Roster contained in this Plan. All contracts shall be written in accordance with Federal, State and local standards and a copy Of the fully executed contract (including budgetary information) Shall be forwarded to NYSOFA no later than thirty (30) days after the execution date of the contract. The AAA shall maintain contracts for all contractors as well as supporting documentation for all vouchers from contractors in accordance with the Section 7, Access to Records. The AAA when contracting with a business entity (rather than a non-profit organization) for the delivery Of OAA and/or CSE services shall comply With the review process established by NYSOFA.
- E.Contract Monitoring The AAA shall monitor its contractors to ensure that contractors perform in accordance With the requirements Of Federal, State and local laws, regulations and guidance documents (including AOA/ACL and NYSOFA Program Instructions, Technical Assistance Memoranda, and Information Memoranda) and this Plan and make expenditures only for authorized items of expense contained in the approved budgets. The AAA shall further ensure that if and When other than authorized expenditures become necessary, the contractor shall request and await AAA approval before incurring such expenditures. The AAA shall make any necessary budget modifications and shall submit a copy to NYSOFA within 30 days Of its effective date,
- F. Funding Limitations: The AAA may enter into a contract that extends beyond the renewal date of an Application, In entering into a contract beyond the renewal date Of an Application, the AAA should not make a commitment that may exceed the next year's

annualized funding level, and the contract must state that it is contingent upon the provision of funding to the AAA in the subsequent year.

- G. Data and Programming: The AAA assures that any service, product, report or other information generated by a computer or otherwise supplied under this Plan provided by

the AAA to NYSOFA or other State or Federal agencies shall, when used in accordance with supplied documentation, be able to accurately process date/time data (including, but not limited to, calculating, comparing, and sequencing) transitions, including leap year calculations.

Any services or products purchased with funds under this Plan shall come with a warranty that those services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various date/time transitions including leap year calculations.

The supplier of such services shall be responsible for damages resulting from any delays, errors or untimely performances resulting therefrom, including but not limited to the failure or untimely performance of such services.

- H. Conformance with This Plan: The AAA agrees that all contracts, including contractor's subcontracts, funded under this Plan shall contain a provision that the work will be performed in accordance with the terms of this Plan, and further agrees to make such Plan available to its contractor for such purposes.

- I. Integrity and Public Purpose: The AAA shall maintain the integrity and public purpose of services provided, and service providers, under the OAA in all contractual and commercial relationships.

- J. Disclosure of Contractors and No Diminishment of Services: The AAA shall:

1) disclose to the Assistant Secretary of the AoA/ACL and the Director of the State agency:

a) the identity of each non-governmental entity with which such agency has a contract or commercial relationship relating to providing any service to older adults; and

b) the nature of such contract or such relationship;

2) demonstrate that a loss or diminution in the quantity or quality of the services provided, or to be provided, under the OAA by the AAA has not resulted and will not result from such contract or such relationship; and

3) demonstrate that the quantity or quality of the services to be provided under the OAA by the AAA will be enhanced as a result of such contract or such relationship.

- K. Use of OAA Funds: The AAA agrees that funds received under the OAA shall not be used to pay any part of a cost (including an administrative cost) incurred by it to carry out a contract or commercial relationship that is not carried out to implement the OAA.

- L. Receipt of OAA Services: The AAA agrees that preference in receiving services under the OAA shall not be given by such agency to particular older adults as a result of a contract or commercial relationship that is not carried out to implement the OAA.
- M. Focal Points: The AAA shall specify, in grants, contracts or agreements implementing the Plan, the identity of each focal point so designated.
- N. AAA Funding Liability: The AAA assures that its contracts with providers shall provide that all payments to be made thereunder are subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets.
- O. Record Maintenance: The AAA will require all contractors to maintain records and make reports in such form and containing such information as may be required by the AAA and NYSOFA. The AAA will require all contractors (including contractor's subcontractors) to comply with the provisions of the above Section 7 Access to Records, to maintain such accounts and documents as will permit expeditious determination to be made at any time of the status of award funds, including the disposition of all monies received from the AAA and the nature of all expenditures claimed against such funds.
- P. Targeting: The AAA shall undertake a leadership role in assisting communities throughout the planning and service area to target resources from all appropriate sources to meet the needs of older persons with greatest economic or social need, including low income minority individuals with limited English language proficiency and older adults residing in rural areas. Such activities may include location of services and specialization in the types of services most needed by these groups to meet this requirement. However, the area agency may not permit a grantee or contractor under this part to employ a means test for services funded under this part. For purposes of this assurance the term "means test" is defined as an eligibility determination for a program or for services based upon an individual's or family's income and/or assets.

10.2 AAA Contract Requirements.

- A. AAA assures that its contracts with providers of services shall include, and that its contractors will include in any subcontracts, the following provisions in addition to the provisions specified in B below:
 - 1) Targeting. The Contractor, to the extent it has discretion regarding to whom it will provide services, agrees to provide services to those unserved and underserved older adults in greatest social or economic need, particularly those who are low income, low income minorities, older adults with limited English proficiency, Native Americans, and frail/persons with disabilities and older adults residing in rural areas in accordance with their need for such services, and to meet specific objectives established by the AAA for providing services to the above groups within the PSA. The Contractor agrees to concentrate the services on older adults in the targeted populations identified by the AAA following the methods the AAA has established for complying with the targeting requirements under the OAA and the Equal Access to Services and Targeting Policy issued by the New York State Office for the Aging (See: 12-PI-08 [07/17/2012]).
 - 2) Language Access. The Contractor shall inform persons with limited English proficiency of the availability of language assistance, free of charge, by providing

written notice of such assistance in a manner designed to be understandable by limited English proficiency persons at service locations and, at a minimum, have a telephonic interpretation service contract or similar community arrangement with a language interpretation services provider of their choice. The Contractor shall train staff that have contact with the public in the timely and appropriate use of these and other available language services.

- 3) Contributions. The Contractor shall provide participants an opportunity to voluntarily contribute to the cost of the service received, as appropriate. The Contractor shall use all collected contributions to expand the service for which the contributions were given to supplement the funds received under the OAA.
 - 4) Client Needs. The Contractor shall assist participants in taking advantage of benefits under other programs.
 - 5) Non-duplication. The Contractor assures that the services it provides are coordinated and do not unnecessarily duplicate services provided by other sources.
- B, AAA assures that its contracts, and its contractor's subcontracts shall include the following provisions:
- 1) Reporting. The Contractor shall provide the AAA with timely information needed to satisfy reporting requirements as specified by NYSOFA;
 - 2) Record Retention and Accessibility. The Contractor agrees to maintain appropriate records and to retain them for six years after final contract payment is made. The Contractor agrees to provide access to all books, documents, and all pertinent materials related to the contract for examination to authorized representatives of the AoA/ACL, the New York State Comptroller or his/her representatives, and staff of NYSOFA and/or of the AAA.
 - 3) Confidentiality. The Contractor agrees that, to the extent it or its subcontractors, if any, maintains personal information relating to applicants or recipients of services pursuant to the contract, such information will be kept confidential and shared with the AAA; or with other entities upon the informed consent of applicant, recipient or an authorized representative of the applicant or recipient; or as required by Federal or State laws,
 - 4) AAA Funding Liability. Payment to the Contractor is subject to the availability of Federal/State funds and the AAA shall have no liability under the contract beyond the amounts available under adopted Federal and State budgets. To the extent that the contract extends beyond the renewal date of AAA's Application, it is contingent upon provision of funding to the AAA in the subsequent year.
 - 5) Conformance with AAA Area Plan. The Contractor agrees that it and any subcontractors will perform such work in accordance with the terms of the Area Plan. The AAA agrees to make the Area Plan available to the Contractor.
 - 6) Warranty for Data and Programming. The Contractor warrants that services shall be provided in an accurate and timely manner without interruption, failure or error due to inaccuracy of the service's or product's operations in processing date/time data (including but not limited to calculating, comparing, and sequencing) various time/date

transitions including leap year calculations. The Contractor accepts responsibility for damages resulting from any delays, errors or untimely performances resulting therefrom including but not limited to the failure or untimely performance of such services.

- 7) Responsibility. The Contractor certifies that, to the best of its knowledge and belief, it is and will remain in compliance with 2 CFR Part 376 - Nonprocurement Debarment

and Suspension, concerning public (Federal, State or local) transactions. If necessary, the Contractor will submit an explanation of why it cannot provide this certification.

- 8) Subcontracts. If the Contractor enters into subcontracts for the performance of work pursuant to this contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors and subcontractor staff. Nothing in the subcontract shall impair the rights of the AAA under this contract or the Area Agency Plan as approved by New York State Office for the Aging. It shall be the responsibility of the Contractor to monitor and assess the activities performed under such subcontracts, and to ensure that these activities are provided in accordance with all applicable requirements contained in this contract and Federal and State law.

10.3 AAA Contract Requirements for OAA Title III Programs.

The AAA agrees to include the following provision in its contracts for OAA Title III programs and services:

The Contractor agrees that for programs established and funded in whole or in part pursuant to Title III of the Older Americans Act, Contractor shall: specify how it intends to satisfy the service needs of low-income minority individuals, older adults with limited English proficiency, and older adults residing in rural areas in the area served by it; to the maximum extent feasible, provide services to low-income minority individuals, older individuals with limited English proficiency, and older adults residing in rural areas in accordance with their need for such services; and meet specific objectives established by the AAA, for providing services to lowincome minority individuals, older adults with limited English proficiency, and older adults residing in rural areas within the planning and service area..

- 1 1. Responsibility: The AAA certifies that, to the best of its knowledge and belief, it is and will be in compliance with 2 CFR Part 376, regarding non-procurement debarment and suspension concerning public (Federal, State, or local) transactions. If necessary, the AAA will submit an explanation of why it cannot provide this certification.
12. Due Recognition: The AAA agrees that any program, public information materials, or other printed or published materials on the work of or funded by these programs shall give due recognition to NYSOFA and as appropriate AoA/ACL.
13. Rights to Materials: AAAs agree that all materials developed by the AAA or its contractors in connection with programs funded under this Plan shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials, subject to any restrictions in Federal Laws and Regulations.

14. Public Information: The AAA shall provide for a continuing program of public information specifically designed to assure that information about programs and activities carried out under this Plan is effectively and appropriately disseminated throughout the PSA. The AAA shall provide information to the public upon request. The AAA shall make public information available in the primary languages of the client populations, where appropriate. Public information shall also be made accessible to persons with disabilities, including those with hearing and vision impairments.
15. Limited English Proficiency: The AAA agrees to comply with 12-PI-08 [7/1 7/12], and in each PSA in which a substantial number of older adults of limited English proficiency reside, the AAA shall
- A. utilize in the delivery of outreach services under Section 306(a)(2)(A) of the OAA, the services of workers who are fluent in the language spoken by a predominant number of such Older adults who are Of limited English proficiency and
 - B. designate an individual employed by the AAA, or available to such AAA on a full-time basis, whose responsibilities will include:
 - 1) taking such action as may be appropriate to assure that counseling assistance is made available to such older adults who are of limited English proficiency in order to assist such older adults in participating in programs and receiving assistance under the OAA; and
 - 2) providing guidance to individuals engaged in the delivery of supportive services under this Plan to enable such individuals to be aware of cultural sensitivities and to effectively take into account linguistic and cultural differences,
16. Propriety of Services: With regard to any activitiesfsservices it supports, sponsors or provides under this Plan, the AAA shall:
- A. Refrain from using funds to advance any sectarian effort and ensure that any services to be provided under this Plan shall be secular in nature and scope and in no event shall there be any sectarian, partisan, or religious services, counseling, proselytizing, instruction or other sectarian, partisan, or religious influence undertaken in connection with the provision of such services;
 - B. The AAA will provide equal participation, services, activities and informational sessions without regard to partisan affiliation;
 - C. Refrain from using funds to advance any partisan candidate or effort; however, the AAA shall ensure that its providers, including senior centers and facilities, grant equal access to candidates regardless of policy views or party affiliation, consistent with 02-PI-19 (9/24/02);
 - D. Refrain and prevent the use by others under its control of official authority, influence or coercion to interfere with or affect elections or nominations for political Office;
 - E. Refrain from and prohibit any others receiving funds under this Plan for services or activities for older adults from attempting to coerce or advise other persons to contribute

anything of value to a party, committee organization, agency or person for political purposes, nor engage in any other partisan activities under its auspices;

- F. Conduct periodic evaluations and public hearings on activities carried out under the Plan. In addition, the AAA assures that it has held a public hearing on this Plan in an accessible location, as required by NYSOFA regulations and has submitted the Plan to its Advisory Council for review and comment prior to submission to NY SOFA;
- G. Be an advocate for Older adults in its PSA and monitor, evaluate and comment on all policies, programs, hearings and other community actions which will affect Older adults; its efforts shall include planning information sharing, coordination, interagency linkages, monitoring and evaluation to achieve a comprehensive, community-based system for serving older adults;
- H. Identify and support (i.e., provide technical assistance, counseling) public and private nonprofit entities involved in the prevention, intervention, and treatment of elder abuse and determine the need for such services;
- I. Conduct internal monitoring of directly provided services and monitoring of contracted services. At a minimum, the AAA must conduct at least one on-site monitoring of each contractor every year. Such monitoring shall include ensuring that contractors comply with all applicable Statutes, regulations, policies and standards, including the non-discrimination requirements, in their provision of services to the client population. (See 99-Pl-20, [8/5/99].) In the event that the contractor has subcontracted the provision of direct services to another entity, the AAA will monitor such direct provider to assure compliance with applicable laws and standards.

17. Equal Access to Services and Targeting:

17.1 Equal Access.

- A. AAA agrees to comply with requirements for equal access to programs and services funded under the OAA and New York State law. Equal access includes language accessibility, nondiscrimination and concentration of services on target populations as required in the OAA, NYS regulations, other relevant laws and NYSOFA policies. AAA agrees that it will not, based on age, race, color, national origin, disability, sex (gender), or religion, exclude any person from participation in; deny the benefits of; or subject any person to discrimination, under any program or activity receiving federal financial assistance,
- B. With regard to any activities/services it supports, sponsors or provides under this Plan, the AAA shall serve any Older adults and ensure equal access for participation, services, activities, and informational sessions without regard to Age, Race, Color, Creed, National Origin, Sex, Disability, Sexual Orientation, Marital Status, Familial Status, Military Status, Arrest or Conviction Record, Predisposing Genetic Characteristics or Victims of Domestic Violence,
- C. AAA agrees to examine the services it provides, identify any need for services to those with limited English proficiency, and develop and implement a system to provide those services

so persons With limited English proficiency can have meaningful access in compliance with Federal Executive Order 13166,

D. With regard to language accessibility, AAA agrees that it will.

- 1) Ensure that limited English proficiency persons are informed at service locations of the availability of language assistance, free of charge, by providing written notice of such assistance in a manner designed to be understandable by persons With limited English proficiency.
- 2) At a minimum, have telephonic interpretation service contract or Similar community arrangement with a language interpretation services provider Of their choice,
- 3) Ensure all aging services staff with public contact are aware and trained in the timely and appropriate use of these and other available language services,
- 4) Report on the telephonic interpretation service which it has established in this Annual Implementation Plan under the section entitled, "Demographic Data and Targeting Objectives" as required in 12-PI-08 107/17/12].
- 5) Make available vital documents, as defined in 12-PI-08 [07/17/2012] translated into the languages spoken by a significant number or percentage of the population eligible to be served, or likely to be directly affected by the program/activity, for individuals in need of services or information in a language other than English for effective communication.

E The AAA will comply with Section 504 of the Rehabilitation Act of 1973 (applicable to programs or activities that receive federal financial assistance) and Titles II (covering all services, programs, activities conducted by public entities) and III (covering private entities, including non-profits, that are considered places of public accommodation including. but not limited to health related offices and senior centers) of the Americans with Disabilities Act (ADA), AAA shall not discriminate against persons with disabilities in the provision of benefits or services or the conduct of programs or activities. The AAA will require its contractors to likewise comply with Section 504 of the Rehabilitation Act of 1973 and Titles II and III Of the ADA,

17.2 Targeting.

The AAA will set specific targeting objectives and the methods to achieve the objectives, consistent With NYSOFA policy, for:

- A. providing services to older adults with greatest economic need need resulting from an income level at or below the poverty line), older adults with greatest social need (i.e., need caused by non-economic factors, including physical and mental disabilities, language barriers. and isolation that restricts the ability of an individual to perform normal daily tasks or threatens the capacity of the individual to live independently), or older adults at risk for institutional placement; and

B. providing services to low-income minority older adults, older adults with limited English proficiency, and Older adults residing in rural areas.

18. Coordination Of Services with other Government Programs: The AAA assures that those to be served under this Plan are not eligible to receive the same or similar services under Titles XVIII, XIX or XX of the Federal Social Security Act or any other governmental program and are not residents Of adult residential care facilities Who are receiving or are entitled by law to receive the same or substantially similar services from that facility, unless the AAA has in effect an agreement providing for reimbursement from the appropriate funding source for such services,
19. Licensure and Certification: The AAA shall ensure that where the State or local public jurisdictions require licensure or certification for the provision of servicesi the AAA and its contractors, and contractor's subcontractors if any, providing such services under the approved Plan shall be so licensed or certified. Workers delivering services funded under this Plan must be appropriately qualified, selected, trained and supervised.
20. Educational Opportunities: The AAA shall compile information on institutions of higher education in the PSA regarding courses offered to older adults and policies on enrollment and tuition and such Other information as may be necessary to encourage such educational activities and make a summary of this information available to older adults at appropriate places.
- 21- Reporting: The AAA agrees to comply with the reporting requirements as set forth by NYSOFA
 - A, The AAA agrees to maintain any client information that is collected and maintained for purposes related to an organization's responsibilities as a designated Area Agency on Aging, orto programs and services provided under the auspices of NYSOFA, in the Client Data System designated for their use by NYSOFA.
 - B. The AAA and its contractors utilize a Minimum Data Set (MDS) compliant assessment tool for: 1) assessing or re-assessing older adults for personal care levels I and II, case management, home health aide, home delivered meals, consumer directed in-home services, and adult day/adult day health services, and 2) for obtaining data on these Older adults for reporting purposes (See: 14-PI-02 [2/4/14])
 - C. in conducting the MDS-compliant assessment for the above-listed services, the AAA and its contractors will make every effort to complete the assessment and develop an appropriate care plan that includes formal and informal supports, during the initial Visit with the older adult(s). If the assessment and care plan are not completed during the initial visit, these activities must be concluded within 6 working days of the initial visit
 - D. The AAA understands the necessity of submitting, through the mechanism provided by NYSOFAi timely and accurate CAARS and client-based data to NYSOFA for Federal and State reporting purposes. The AAA assures that it will submit CAARS reports and consumer-based data as specified by NYSOFA within twenty days following the end of each reporting period. Failure to provide data accurately detailing AAA program activity within the time frames in the NYSOFA reporting procedures may result in the withholding of payments,

22, Contributions: The AAA agrees to comply With all NYSOFA policies and procedures related to contributions made by or on behalf of individuals, including procedures to safeguard and account for all contributions including 18-Pl-17 [07/27/18], NYSOFA Contributions and Other Program Income Policy. Individuals With self-declared incomes at or above 'f 85 percent of the Federal Poverty Level will be encouraged to contribute at levels based on the actual cost Of services,

23, Funding Availability The AAA agrees that all payments to be made under this Plan are subject to the availability of Federal/State funds and NYSOFA shall have no liability to the AAA beyond the amounts made available in the Federal and State Budgets.

24, Terminations:

A, Any programs and funding under this Plan may be terminated at any time upon mutual written consent of NYSOFA and the AAA,

B. NYSOFA may terminate in whole or in part any programs and funding included in this Plan immediately, upon written notice of termination to the AAA, if the AAA fails to comply with

the terms and conditions of this Plan as it pertains to such program or funding and/or with any laws, rules, regulations, policies or procedures applicable to such programs.

C. NYSOFA may also terminate in whole or in part any programs or funding included in this Plan for any reason in accordance with the following provisions:

1) NYSOFA shall have the right to terminate any or all programs or funding included in this Plan early for: (i) unavailability of funds; (ii) cause, (iii) convenience; or (iv) nonresponsibility,

2) NYSOFA retains the right to cancel any programs included in this Plan, in whole Of in part without reason provided that the AAA is given at least 60 days 'notice of its intent to cancel, NYSOFA may only invoke its right to terminate for convenience provided that NYSOFA has given written notice to the AAA at least 60 days prior to the date of termination, unless NYSOFA has otherwise reserved the right to terminate at any time. This provision should not be understood as waiving NYSOFA's right to terminate the program for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision,

3) The AAA shall make a full and final accounting of all funds received under ali terminated program(s) within sixty (60) days Of the termination notice.

D, Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested, The termination shall be effective in accordance with the terms of the notice,

E. Upon receipt Of notice of termination, the AAA agrees to cancel, prior to the effective date Of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new Obligations after receipt Of the notice Without written approval by NYSOFA.

F. NYSOFA shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to any specific terms set forth elsewhere in this Plan. In no event shall NYSOFA be liable for expenses and obligations arising from the program(s) after the termination date,

G. The procedures for termination as set forth in A through F are subject to the requirements under the OAA, other pertinent Federal and State laws.

25. Native American Access to Services. The AAA agrees to pursue activities to increase access by older adults who are Native Americans to all aging programs and benefits provided by the agency, including programs and benefits under the OAA, if applicable,

Standard Assurances Applicable to all Older Americans Act Funding

26. Title III Funding: In applying for and receiving funding under Title III-B, Title III-C Title III-D and Title III-E of the OAA, the AAA understands and agrees that:

A. Availability: The AAA shall apply only for funds based on the appropriate allocation schedules promulgated by NYSOFA as well as any unexpended (carry-over) funds previously awarded to the AAA by NYSOFA. The AAA understands and agrees that carry-over funds may be awarded to the extent that these funds are incorporated into an approved application provided that the requirements of 88-PI-17 [3/24/38] are met. If the AAA applies for more funds than a subsequent closeout shows as the final carry-over balance, the AAA must submit a budget modification requesting a level of program expenditures which corresponds to the reduced Federal funds,

B, Area Plan Administration: The AAA shall budget no more than 10% of the combined Federal allocations (including carry-over) for Titles III-B, III-C-1, III-C-2, III-D and III-E for Area Plan Administration. The amount of Federal dollars expended on Area Plan Administration cannot exceed 10% of the combined Federal expenditures for Titles III-B, III-C-1/ III-C-2, III-D and III-E.

C. Matching Funds: The AAA agrees to provide a minimum 25% local matching funds for Area Plan Administration expenditures under Titles III-B, III-C-1, III-C-2 and III-E. The AAA agrees to provide a minimum 10% local matching funds for service expenditures under Titles III-B, III-C-1, III-C-2 and III-D. The AAA agrees to provide a minimum 25% local matching funds for services expenditures under Title III-E.

D. Audit: The AAA shall comply with the Federal audit requirements per the 1996 amendments to the Single Audit Act, OMB Circular A-133 and the "Government Auditing Standards" and 2 CFR Part 200 — Subpart F Audit Requirements.

E. Directly Provided Services: In accordance with NYSOFA regulations (9 NYCRR S 6652.9), services can only be provided directly by an AAA where NYSOFA grants approval. This approval will be granted only if the AAA demonstrates that provision of such service by the AAA is necessary to ensure an adequate supply of the service, or that the service is directly related to the AAA's administrative functions or that service of comparable quality can be provided more economically by the AAA.

- F. **Advisory Council:** The AAA shall establish an Advisory Council consisting of older adults, including minorities, who are participants or eligible to participate in programs under the OAA, representatives of older adults, local elected officials, the general public and providers of health care and supportive services to advise the AAA in all matters relating to the development, administration and operation of the Plan, The AAA shall submit the Plan for review and comment to the advisory council before it is transmitted to NYSOFA for approval. Amendments that would result in major changes in organizational structure (e.g. mergers or consolidation) must be submitted to the AAA Advisory Council for review and comment prior to the submission to NYSOFA for approval.
- G. **Service Coordination:** The AAA shall coordinate planning with other agencies and organizations, Native American Tribal organizations and Native Hawaiian organizations to promote new or expanded benefits and opportunities for older adults.
- H. **Intergenerational Day Care:** If possible, the AAA shall arrange with organizations providing day care for children or adults and respite for families, so that older adults can assist in the delivery of such services to children, adults and families,
- I. **Outreach:** The AAA shall conduct outreach efforts, and an annual evaluation of the effectiveness of these outreach activities, to identify older adults eligible for assistance under the OAA, with special emphasis on:
- 1) Older adults residing in rural areas;
 - 2) older adults with greatest economic need (with particular attention to low- income, low income minority individuals including Native Americans and older individuals residing in rural areas);
 - 3) older adults with greatest social need (with particular attention to low-income minority individuals including Native Americans and older individuals residing in rural areas);
 - 4) older adults with limited English proficiency;
 - 5) older individuals who are frail or with severe disabilities;
 - 6) older adults with Alzheimer's disease or related disorders with neurological and organic brain dysfunction (and the caretakers of such individuals).
- J. **Information and Assistance:** The AAA assures that it shall provide for the establishment and maintenance of information and assistance services in sufficient numbers to assure that all older adults within the PSA covered by the Plan shall have reasonably convenient access to such services.
- K. **Services to Native Americans:** If there is a significant population of older Native Americans in the PSA of the AAA, the AAA shall conduct outreach activities to identify older Native Americans in such area and shall inform such older Native Americans of the availability of assistance.

- L. Grievances: The AAA shall establish grievance procedures for older adults who are dissatisfied with or denied services under the OAA. Such procedures shall be in accordance with applicable NYSOFA Program Instructions.
- M. Disabled Individuals: The AAA assures that it will coordinate planning, identification, assessment of needs and provision of services for older adults with disabilities, with particular attention to individuals with severe disabilities, with agencies that develop or provide services for individuals with disabilities.
- N. Transportation: The AAA shall identify the needs of older adults and describe the methods it will use to coordinate planning and delivery of accessible transportation services (including the purchase of vehicles) to assist older adults, including those with special needs, in the PSA.
- O. Disclosure of Spending: The AAA shall, on the request of the Assistant Secretary of AoA/ACL or the Director of NYSOFA, for the purpose of monitoring compliance with the OAA (including conducting an audit), disclose all sources and expenditures of funds such agency receives or expends to provide services to older adults.
- P. Title VI: The AAA shall, to the maximum extent practicable, coordinate the services it provides under Title III of the OAA with services provided under Title VI of the OAA (Grants to Native Americans).
- Q. Case Management: The AAA assures that case management services provided under Title III of the OAA and/or State funded programs:
- 1) not duplicate case management services provided through other Federal and State programs;
 - 2) be coordinated with services provided through such other Federal and State programs, and
 - 3) be provided by:
 - a) a public agency; or
 - b) a nonprofit private agency that:
 - (i) gives each older adult seeking services under this title a list of agencies that provide similar services within the jurisdiction of the AAA;
 - (ii) gives each older adult described in clause (i) a statement specifying that the individual has a right to make an independent choice of service providers and documents receipt by such individual of such statement;
 - (iii) has case managers acting as agents for the individuals receiving the services and not as promoters for the agency providing such services; or
 - (iv) is located in a rural area and obtains a waiver of the requirements described in clauses (i) through (iii).

Standard Assurances Applicable to OAA Title III-B

27. In applying for and receiving funding under Title III-B of the OAAi the AAA understands and agrees to the following:

A. **Priority Services:** The AAA will expend the required percentage of Title III-B funds, as established by NYSOFA for each Of the three priority services categories (access, in-home and legal assistance) in Program Instruction 88-PI-47 [7/22/88]

Waiver: NYSOFA, in approving the Title III-B application or amendment to such application, may waive the assurance of the above paragraph for any category of service for which the AAA demonstrates to NYSOFA that services provided from other sources meet the needs of older adults in the PSA for that category of service. If the AAA receives a waiver for any category of service, it must continue to spend for the remaining categories Of services the percentage of AAA funds approved by NYSOFA.

B. **Legal Assistance Program'** The AAA assures that it Will enter into contracts With providers Of legal assistance Which can demonstrate the experience or capacity to deliver legal assistance and that it will attempt to involve the private bar in legal assistance activities authorized under Title ill-B, including groups within the private bar furnishing services to older adults on a pro bono and reduced fee basis. The AAA further assures that it will give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse (including financial exploitation), neglect and age discrimination; AAA will not require any provider Of legal assistance under Title III-B to reveal any information that is protected by the attorney-client priViIege.

C, **Priority Service Reporting:** The AAA Will report annually to NYSOFA, in detail, the amount of funds expended for each such category Of priority services during the fiscal year most recently concluded,

D, **Service Coordination.** The AAA will coordinate priority services with community

Alzheimer's programs, coordinate mental health services provided With Title III-B funds with mental health services provided by community health centers and Other organizations, and, if appropriate, conduct outreach to identify older Native Americans and inform them of availability of services.

E, **Nursing Home Diversion:** The AAA Will conduct efforts to facilitate coordination Of community-based, long-term care services to defer inappropriate institutionalization for Older adults Who are at home, patients jn hospitals, and patients in long term care facilities who could return home,

F. **Multipurpose Senior Centers:** In regard to any multipurpose senior centers acquired or constructed using OAA funds, the AAA will ensure compliance With Sections 306, 311, and 312 of the OAA, NYSOFA regulations (9 NYCRR S 6654.9), and 90-PI-36 (6/19/90).

Standard Assurance Applicable to OAA Title III-C

CF_or additional Assurances applicable to Title III-C. see SA #27 & SA #30)

28. Title-III-C Funding for Access and Supportive Services. In applying for and receiving funding under Title III-C of the OAA, the AAA understands and agrees that Title III-C expenditures for supportive and access services shall only be funded with Title III-C contributions and that such expenditures by a Title III-C provider are limited to the amount Of contributions generated by the provider,

Standard Assurances Applicable to Title III-C and WIN

(For additional Assurances applicable to WIN, see SA #36. For additional Assurances applicable to Title III-C, see SA #27 & SA #29)

29. In applying for and receiving funding under Title III-C Of the OAA and WIN, the AAA understands and agrees that:
- A. Special Dietary Needs: The AAA assures that the nutrition program in the PSA shall reasonably accommodate participants who have particular dietary needs arising from the health requirements, religious requirements, or ethnic backgrounds Of such participants.
 - B. Outreach: It shall be the AAA'S responsibility to identify and reach out fo currently unserved and underserved individua's who would be eligible for home delivered meals.
 - C. Provider Organizations: The AAA, when selecting potential home delivered meal providers, shall give consideration where feasible to organizations which,
 - 1) have demonstrated an ability to provide home delivered meals efficiently and reasonably; and
 - 2) furnish assurances to the AAA that such an organization shall maintain efforts to solicit voluntary support and that the funds made available under Title III-C to the organization shall not be used to supplant funds from non-Federal sources.
 - D. Congregate Sites: Sites for congregate meals and comprehensive supportive services are located in as close proximity to the majority of eligible individuals' residences as feasible, with particular attention on a multipurpose senior center, a school, a church, or other appropriate community facility, preferably within walking distance, and where appropriate, transportation to such site is furnished.
 - E. Allowable Services: The AAA may only apply for and use Title III-C funds to provide meals and other services (i.e., nutrition counseling and nutrition education) directly related to nutrition services. The AAA may also use program income for supportive and access services to enhance the nutrition program. Such supportive and access services include outreach, transportation (Title III-C-1 only) Information and Assistance, In-Home Contact and Support (shopping assistance only), Senior Center/Recreation and Education (Title III-C-1 only), Assisted Transportation (Title III-C-1 only). Program income cannot be used for access and supportive services in amounts greater than what has been generated by program activity.

Standard Assurances Applicable to Title III-D

30. Title III-D:

- A. Area Plan Administration: No Title III-D funds shall be budgeted or expended for Area Plan Administration.
- B. Evidence-based: In accordance with 15-PI-18 [10/22/15], the AAA shall expend all Title III-D funding on evidence-based programs/interventions only.

Standard Assurances Applicable to Title III-E Caregiver Program

32. Title III-E Caregiver Program:

- A. Comprehensive Support System: The AAA shall provide multifaceted systems of support services for family caregivers and older relative caregivers as these terms are defined in OAA SS 302 and 372, respectively.
- B. Limitations: The AAA may budget up to 10% of its Title III-E funds (Federal funds plus local match), plus any income generated by older relative caregivers, to provide support services to older relative caregivers. The AAA may expend a maximum of 10% of its final Title III-E expenditures (Federal funds plus local match), plus any income generated by older relative caregiver services, to provide support services to older relative caregivers.
- C. Statutory Services: The caregiver program support services shall include each of five specific, statutory categories of caregiver services, with the amounts used to fund each service to be determined by the AAA, based on the needs of its particular caregivers. The AAA may meet this comprehensive service requirement by including services in its Title III-E Caregiver Program that meet Title III-E requirements, but that are funded from other sources. These required services are:
 - 1) Information about available services;
 - 2) Assistance in gaining access to the services;
 - 3) individual counseling, organization of support groups, caregiver training to assist the caregivers in the areas of health, nutrition and financial literacy and to help caregivers make decisions and solve problems relating to their caregiver roles and responsibilities;
 - 4) Respite services to temporarily relieve caregivers by providing a short-term break from their caregiving responsibilities; and
 - 5) Supplemental services to complement the caregiver's efforts to provide care,.
- D. Recipients of Respite and Supplemental Services: The AAA agrees that respite and supplemental services shall only be provided to the caregivers of "frail" older adults as "frail" is defined in OAA S 102(22), that is, an older adult (60 and older) who is

- functionally impaired because the person is unable to perform at least two activities of daily living without substantial human assistance, including verbal reminding, physical cueing or supervision; or, an older adult who has a cognitive or other mental impairment that requires substantial supervision because the person behaves in a manner that poses a serious health or safety hazard to the person or to another person; or to older relative caregivers 55 and older.
- E. Supplemental Services: The AAA may budget up to 20% of its Title III-E funds (Federal funds plus local match), Plus any income generated by supplemental services for the provision of supplemental services. The AAA may expend a maximum of 20% of its final Title III-E expenditures (Federal funds plus local match), plus any income generated by supplemental services for the provision of supplemental services,
 - F. Use of Volunteers: Each AAA shall make use of trained volunteers to expand the provision of the available services and, if possible, work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community settings,
33. Service Priority: The AAA shall give priority to the following individuals,
- A, Caregivers who are older adults with greatest social need, and older adults with greatest economic need, with particular attention to low-income older adults;
 - B, Older Relative Caregivers providing care to individuals with severe disabilities, including children with severe disabilities, as defined in OAA S 102(48) which means a severe, chronic disability attributable to mental or physical impairment, or a combination of mental and physical impairments, that is likely to continue indefinitely and results in substantial functional limitation in 3 or more of the major life activities as specified in S 102(i3) which includes self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, economic self-sufficiency cognitive functioning, and emotional adjustment;
 - C For family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction, the AAA shall give priority to caregivers who provide care for older individuals with such disease or disorder. .
34. Maintenance of Effort: The AAA agrees to meet its applicable maintenance of effort requirement for Title III-E funds under this Plan as determined by NYSOFA and to not supplant the use of other funds available for Caregiver Program services, with the funding available under Title III-E.

Standard Assurances Applicable to Caregiver Resource Centers

35. Caregiver Resource Centers

- A. CRC Services: If the AAA has a Caregiver Resource Center (CRC) funded under NYS Elder Law S 206, AAA agrees to provide and enhance CRC services. CRC services are similar to the required services funded through the Title III-E Caregiver Program, except that CRC

does not fund respite and supplemental services. The AAA's CRC services can supplement or be integrated, as appropriate, into the AAA's Caregiver Program, with the goal of using AAA expertise to achieve cost-effective, productive and creative "best practices" caregiver services that can serve as models for other AAAs.

B. Materials Developed Under CRC: If the AAA has a Caregiver Resource Center (CRC) funded under NYS Elder Law S 206, AAA agrees that all materials developed by the AAA in connection with the CRC program shall be the property of NYSOFA. NYSOFA also reserves the right to copyright all such materials, the exclusive right to reproduce, publish or otherwise use, and to authorize others to use these materials.

Standard Assurance Applicable to WIN

(For additional Assurances applicable to WIN, see also SA #30).

36. In applying for and receiving funding under WIN, the AAA understands and agrees that:
- A. Separate Accounting: The funds provided under WIN shall be accounted for and reported separately from those received under other sources, including Title III-C.
 - B. WIN Services: The funds provided under WIN must be used to provide home delivered meals and/or services related to the provision of meals to eligible older adults whose nutritional needs have not or cannot be met under Title III-C or CSE. WIN funds may be used to provide congregate meals but only when the provision of the congregate meals will serve nutritionally at-risk older adults or result in an increased ability to provide home delivered meals.
 - C. Administration: No more than 5% of WIN funds awarded shall be budgeted for AAA administration. No more than 5% of WIN funds expended shall be for AAA administration.
 - D. No Supplanting Title III-C Services: No WIN funds shall be used to replace nutrition services provided or intended to be provided under Title III-C and CSE.

Standard Assurances Applicable to CSE and EISEP

(For additional Assurances applicable to CSE, see SA #39. For additional Assurances applicable EISEP, see SA #40)

37. In applying for and receiving CSE and/or EISEP funding, the AAA understands and agrees that:

AL Direct Provision of Services.' The AAA can provide EISEP and/or CSE case management services directly without requesting NYSOFA approval, However, it cannot provide other EISEP or CSE services directly unless it receives approval from NYSOFA NYSOFA approval is discretionary and shall only be given if the AAA can show that• the AAA provided this service directly prior to the approval of the AAA's first CSE Plan (this would usually be 1979); or if the AAA demonstrates that the direct provision of a service is necessary due to the absence of an existing suitable provider and so is necessary to assure an adequate supply of the service, or is necessary to ensure the quality of the service provided (See 9 NYCRR S 6652.9(c)).

- B, Consumer Directed in-Home Services: The AAA may elect to implement consumer directed services under CSE and EISEP in accordance with NYSOFA regulations. Prior to implementation, the AAA must submit their plans in the prescribed format to NYSOFA for review and approval.
- C, Maintenance of Effort: The AAA must meet the following maintenance of effort requirements,
- 1) For CSE and EISEP: Maintenance of "base year expenditures" made by the county or other funded service providers irrespective of the source of funds. "Base year expenditures" means the level of expenditures in the year prior to the first year for which a county plan for CSE was submitted or in the County's 1979 fiscal year, whichever is later.
 - 2) For EISEP. Maintenance of total community service project expenditures under the CSE for the period April 1, 1985, through March 31, 1986, unless this requirement is waived or reduced by NYSOFA,
- D. Contesting Eligibility and Cost Share Decisions: AAA shall provide applicants or recipients of EISEP or EISEP-like services funded under EISEP/CSE the opportunity to contest adverse decisions as to eligibility. levels of required cost sharing and involuntary terminations of services.
38. Matching Requirements: The AAA agrees to provide minimum local matching funds for service expenditures under EISEP and CSE as set forth by applicable State law and requirements.

Standard Assurance Applicable to CSE applicable
to C_SE: see SA #37 & SA #38)

39. In applying for and receiving CSE funding, the AAA understands and agrees that Community Services Projects developed by the AAA shall not exceed three years, except NYSOFA may approve continuation of a project beyond three years if periodic evaluation shows that the project effectively improved the delivery of services to older adults.

Standard Assurance Applicable to EISEP (For additional Assurances applicable to
EISEP, see SA #37 & SA #38)

40. In applying for and receiving EISEP funding, the AAA understands and agrees that
- A, Coordination with LDSS• The AAA is required to coordinate with its local Social Services office to establish and maintain procedures which shall ensure that EISEP does not duplicate Medicaid and Title XX programs, and ensure that these procedures are set out in a Memorandum of Understanding with such local office.
 - B, 33% in-Home Services Requirement: At least 33% of the AAAs total expenditures of State EISEP services dollars and required local match for those dollars must be spent on in-home services (i.e., Personal Care Level I and Personal Care Level II).

- C. 33% Ancillary Services Requirement: No more than 33% of the AAAs total expenditures of State EISEP services dollars and required local match for those dollars may be spent on ancillary services.
- D, County Home Care Plans (CHCP): The first year EISEP County Home Care Plan, as amended by any subsequent plans and CHCP revisions, is incorporated by reference and made a part of this Plan, and the goals and procedures contained in it are reaffirmed.

Standard Assurance Applicable to CSI

41. In applying for CSI funds, the AAA understands and agrees that:

- A. Congregate Services: 'Congregate services' shall mean services for older adults which are provided by a public or private non-profit agency in community settings at which older adults come together for services and activities that respond to their diverse needs and interests.
- B, Direct Provision of CSI Services: The AAA may contract with public agencies, municipalities, not-for-profit agencies or such other entities that provide congregate services. The AAA may not directly provide a service under CSI unless granted a waiver by the Director of NYSOFA, Approval of direct service provision will only be given if the service was directly provided prior to approval of the 1994-95 Plan, or direct provision is necessary due to the absence of an existing suitable provider or to ensure the quality of the service provided.
- c. Multi-County Partnerships: Two or more counties may join together for the purpose of implementing CSI through a written agreement between the cooperating AAAs,
- D. Matching Funds: Under CSI the AAA Will provide matching funds equal to 25% Of its CSI costs. The allowable forms of match are the same as those permitted under CSE and EISEP, In-kind salaries and rent are allowable. State funds and local funds used to match other State or Federal funds are not allowable as match. The local match can be entirely new match or local funding formerly used to match the local Recreation Program for the Elderly.
- E. Administration: The AAA shall budget no more than 5% of CSI funds (State Aid & Local Match) for AAA administration. The AAA agrees that it will expend no more than 5% of CSI funds for AAA administration.
- F.Meal Costs: Meal costs are not allowable under the CSI program.

Standard Assurances Applicable to Emergency Preparedness Plan,

- 42. Emergency Preparedness Plans: The AAA agrees to coordinate activities and develop longrange emergency preparedness plans with local and State emergency response agencies, relief organizations, local and State governments, and other institutions that have responsibility for disaster relief service delivery within the PSA.

Standard Assurances Applicable to Mental Health Services

43. Mental Health Services. The AAA agrees to follow any policies developed by NYSOFA concerning mental health issues or services as they may pertain to older adults. AAA will coordinate with NYSOFA and entities providing mental health services in the PSA to: increase public awareness of mental health disorders affecting older adults; remove barriers to the diagnosis and treatment of such disorders; and coordinate mental health services available to older adults (including mental health screenings) provided With area aging funds or other funds for mental health services available to older adults residing in the PSA.

Standard Assurances applicable to the Health Insurance Information. Counseling Assistance Program (HIICAP)

44. Health Insurance Information, Counseling and Assistance Program (HIICAP):

- A. The AAA agrees that the Project Narrative and Budget included in the Plan may not be modified without the written consent of the NYSOFA.
- E. The AAA agrees that it will not assign or transfer the rights or responsibilities it has with regard to the HIICAP program without the prior written consent of NYSOFA. If the AAA contracts the direct performance of the HIICAP program, including the HIICAP Coordinator, it retains primary responsibility for satisfying the responsibilities set forth in this Plan and the AAA will include the responsibilities in the agreement With such contractor.
- C. The AAA agrees to provide counseling to individual Medicare beneficiaries unable to access other channels of information or needing and preferring locally based individual counseling services.
- D. The AAA will make counseling resources and locations locally accessible to low-income, dual-eligible, and hard-to-reach beneficiaries and will equip its counselors to provide indepth, complex counseling and enrollment assistance on Medicare, Medicare Prescription Drug Coverage, Medicare Advantage Plans. EPIC enrollment and coordination with Medicare Prescription Drug Coverage.
- E. The AAA will provide counseling information about original Medicare plan information and options and the AAA's HIICAP assigned staff must have knowledge and develop referral contacts for assistance in the following areas:
 - 1) Medicare eligibility, benefits, preventive services and claims filing;
 - 2) Medicare Prescription Drug Benefit;
 - 3) EPIC and how it works with the Medicare prescription drug plans;
 - 4) Medicaid eligibility, benefits and spousal protections (Local Department for Social Services), Medicaid Managed Long Term Care (Independent Consumer Advocacy Network);
 - 5) Medicare Supplement insurance policy coverage, comparison information and claims filing;

- 6) Long Term Care (LTC) insurance and planning (NYS Partnership for LTC); and
 - 7) Other types of health insurance benefits (including employer, retiree, Medicare Savings Program benefits, "Extra Help", etc.).
- F. The AAA acknowledges that HIICAP is a volunteer-based program and will be operated as such. AAAs must increase and enhance the counselor work force and equip them to be proficient in the areas noted above. A list of all trained HIICAP volunteers and staff must be submitted to NYSOFA as part of the AAA's application.
- G. The AAA will not allow individuals who are currently licensed as health insurance agents/brokers, or have some other conflict of interest, to counsel, administer, or volunteer for HIICAP in any capacity even if the individual is willing to sign a disclaimer stating that he or she will provide unbiased insurance counseling information to beneficiaries. If the AAA believes there may be a conflict of interest, the AAA Director or HIICAP Coordinator will obtain direction from the NY SHIP Director as to whether the relationship, as described by the AAA, presents a conflict of interest.
- H. The AAA will ask program volunteers whether or not they are licensed to sell health insurance products and the status of their current license.
- I. The AAA agrees to designate a HIICAP Coordinator to be responsible for the AAA's performance under this Plan. The HIICAP Coordinator shall be the AAA's representative and contact person for all HIICAP related issues including program and reporting.
- J. The HIICAP Coordinator(s) designated by the AAA will oversee the training and quality of service provided by all volunteers and staff. The Coordinator(s) annually will certify that volunteers have satisfied the annual training requirements. Significant training and support will be necessary to prepare counselors to help beneficiaries understand and enroll in new choices and benefits created by the MMA (Medicare Modernization Act) and subsequent Federal Laws such as the Affordable Care Act of 2010. The Coordinator will oversee and manage the inventory of training and consumer education supplies.
- K. The AAA agrees that its designated HIICAP Coordinator(s) will attend at least one NYSOFA HIICAP training, use all NYSOFA-prescribed HIICAP training material, and encourage counselors to participate in NYSOFA sponsored monthly coordinator and other conference calls,
- L. The AAA agrees that all HIICAP Coordinators and volunteers, who counsel Medicare beneficiaries, will participate in the HIICAP certification process, as often as is required by NYSOFA.
- M. The AAA shall make certain that all information and documentation pertaining to Medicare beneficiaries be kept confidential. Beneficiary information will be kept in an area that is secure. All confidential documents will be stored in locked file cabinets or rooms accessible only to those who have authority, or, for digital versions, in a password protected electronic file. Whenever the AAA has in its custody confidential Medicare beneficiary information that the AAA does not need to keep on file any longer to be able to assist such beneficiary, the AAA will dispose of that confidential information in a

complete and secure manner (such as shredding) to avoid unauthorized disclosure(s) of the information.

- N. The AAA assumes responsibility for the accuracy and completeness Of the information contained in all technical documents and reports submitted.
- O. The AAA agrees that it will submit monthly peformance reports as specified by NYSOFA on all Beneficiary Contacts, Group Outreach, and Media Outreach Events via the STARS SHIP Tracking and Reporting System at: <https://smpship.acl.gov/etk-hhs-acl-rod/lo in.re ues> .
- P. The AAA agrees to ensure the capacity to access Internet information via basic dial-up access at the minimum, with a high-speed connection preferred, including expanding and maintaining Internet capability at the local counseling levels. The AAA will have the capacity to send and receive a high volume of information (including training materials and Power Point presentations) through electronic mail (email) and through the Internet. The AAA assures that HIICAP counselors will have access to Internet-based information, training materials, counseling and enrollment tools.
- Q. The AAA agrees to ensure adequate capacity to receive and properly answer and address all calls received through the NYS HIICAP Hotline (1-800-701-0501) as calls are automatically transmitted to the local AAA/HIICAP.
- R. upon approval of this application and issuance of a Notification of Grant Award, the AAA is eligible to request an advance of up to twenty-five percent (25%) of its award. The AAA Shall submit appropriate Claim for Payment in Such form as required by NYSOFA. The final Claim for Payment will be submitted to NYSOFA within sixty (60) days after the ending date of the grant period.
- S. Include the express acknowledgment on all SHIP public information materials, "This project was supported, in part by a grant from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, DC. 20201. Grantees undertaking projects under government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore necessarily represent official Administration for Community Living policy." (HHS Grants Policy Statement: <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>), The grantee must use the SHIP Logo on all SHIP publications,
- T. NYSOFA has approved the following disclaimers that the AAA must use when disseminating HIICAP materials and/or advertising,
 - 1) "The information provided by the Health Insurance Information, Counseling and Assistance Program is intended for the sole purpose of educating consumers in regard to the choices available for their health insurance needs. Particular emphasis is placed on understanding original Medicare, Nothing herein is intended nor should it be construed as an endorsement by the State of New YOfk Of any specific insurance product or insurer."
 - 2) If the above disclaimer is too lengthy for certain media items (i.e. flyers, small brochures, etc.), the disclaimer below may be used as a substitute;

"New York State does not endorse nor recommend any specific insurance product or insurer; this program is solely intended to educate consumers about their choices. "

- U. Upon request by the State HIICAP Coordinator, the AAA Will provide to NYSOFA program information and other reports as required, in the format and at the timing specified by NYSOFA, on activities provided under the current HIICAP grant,
- V, The AAA shall not use SHIP Federal funds to purchase promotional giveaways or incentive items. unless such items are educational in nature as required by ACL and preapproved by NYSOFA.
- W. The AAA agrees to implement Volunteer Risk and Program Management (VRPM) policies and procedures as required by ACL,

SCHEDULE E
REMUNERATION SCHEDULE

Budget: Agency shall submit a budget (Schedule E- attachment) which will be reviewed and approved by the County before becoming a part of the executed contract. The Budget will be reviewed for accuracy, and to confirm that expenses are allowable under the grant(s).

Advance Payment: As soon as practicable, the County shall advance twenty five percent (25%) of the amount payable by the County to the Agency, pursuant to this contract, on the basis of the approved budget. During the contract year, the advance payment will be deducted from monthly invoice payments until repayment is satisfied.

Reimbursement: Monthly payments will be made upon receipt, review and approval of a monthly financial report based on expenditures of the previous month. The obligation of the County shall be limited to reimbursement to the Agency for expenditures by the Agency in accordance with the contract terms and budget. The County shall not be responsible for payments to the Agency for any Agency expenditures in violation of this provision. All Agency purchases shall be in accordance with acceptable business practices.

Payment for Chore Services: Any and all requests for payment to be made shall be submitted by the Agency on payment invoices provided by the County. The following documentation must accompany the claim: The workers' schedules for the time frame, the PeerPlace print out of total units provided per client, and time sheets signed by the client verifying all units of service. Failure to provide signed time sheets will disallow payment for those services claimed. Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Agency for out-of-pocket expenses or disbursements made in connection with the contract services to be performed hereunder. Itemized Chore Services expenses are not included in this budget including, salary and fringes of the chore workers, reimbursement of travel expenses to the chore workers. For the period of this contract, Chore service hours for eligible applicants assessed for services by a Case Manager will be reimbursed at a rate of \$20.00/hour of service. Note: A Unit of Service includes only time spent in service to the client. Time spent in traveling to client's residence is not included in the unit of service calculation. Partial units may be claimed. If a client is not at home when the employee reports for work, and the Agency has not been so notified by the County or its designee, or requested to postpone service, payment will be made for one (1) unit of service.

Refund by the Agency: If, upon the expiration of this Agreement, the amount received by the Agency, including but not limited to any advance payments made by the County under this Agreement, exceeds the rate to be paid for verified services performed pursuant to this Agreement, the Agency shall remit to the County the amount of such excess within ten (10) days upon separate request of the County. The Agency's obligation under this Section shall continue beyond the expiration or termination of this Agreement.

Final Payment by the County. If, upon the expiration or termination of this agreement, the County owes the Agency for contract services, the Agency shall submit a financial report within thirty (30) days after the termination date, in such form and supported by such documentation and certification as the County may require, and the County shall pay the Agency the appropriate amount. The County's obligation under this Section shall continue beyond the expiration or termination of this contract.

Case Management Service Monitoring Requirements

Policy and Procedure

Policy

9 CRR-NY 6654.16NY-CRR/ 6654.16 EISEP Case Management-- “Area agencies must establish written procedures for following up on service delivery to the client and for monitoring the client. These procedures must specify the type and frequency of client contact by the designated case manager and other appropriate staff and shall take into account the need to vary the types and frequency of contact for clients with different care needs and shall include, at a minimum, personal contact with the client by the designated case manager or by a staff member under the case manager's supervision.”

“All substantive contact between case management workers and the client, authorized representative, family, and other formal or informal service providers shall be noted in the client record, including the date and the person with whom there was contact, a summary of the discussion, and any actions to be taken and by whom.”

Procedure

Case Managed services encompass: Home Care – Personal Care Aide (PCA) I, II, and Consumer Directed Home Care (CDHC); and Social Adult day Care (SADC); as well as, clients receiving Chore 1 x per week.

Outlined below are the *minimum* requirements. If more home or site visits are required to address concerns, then additional visits are to be completed. The Initial Assessment/ Reassessment is always made in the client's home.

Clients receiving an EISEP/ CSE-(EISEP like)/Unmet Need/ III-E funded Case Managed services are contacted bi-monthly via telephone, as well as, at minimum 1 annual home/ facility visit. Initial assessments (IA) and Reassessments (RA) are completed at a home visit.

Clients receiving only Home Delivered Meals (HDM) are not Case Managed clients and require quarterly phone contact. Clients receiving only Chore, less than 1x per week are not Case Managed clients.

Any client receiving any combination of home care, social adult day care, 1xweek chore and Home Delivered Meals and/or PERS is considered a Case Management client and is required to be contacted every other month(bi-monthly).

Any client receiving PERS and Home Delivered Meals is **not** considered a Case Managed client and is required to be contacted according to the Home Delivered Meal schedule described later in this document.

Monitoring Contact Requirements

ALL Services (PCA I, II, CDHC, SADC, HDM, Chore & PERS):

1. The initial home visit must be within 5 working-days of the assignment, unless the client or caregiver arrange for a longer period of time; document this in the notes.
2. The initial home visit must be conducted in the home with the client present and caregiver if appropriate
3. When a service starts a telephone call must be made within 24 hours to determine satisfaction with the service.

Unsuccessful monitoring contacts – CMs must document *all* attempts to contact the client and/or emergency contacts within the client record, even the unsuccessful ones. In the event there is no response to an attempted CM monitoring contact, either via telephone or in-person visit, it becomes necessary to make additional attempts and broaden the manner in which contacts are made. After three phone call attempts have been made to the client and/or primary/ secondary emergency contact within one week with no response, the CM should reach out to the service provider, for example HDM provider or homecare agency to ensure services are continuing. The CM should mail a letter to the client as well, informing the client that we are required to make periodic service monitoring contacts (frequency

determined by service) and we have made attempts with no response. The client should be given a date to respond by of no more than 14 days or, alternative services may need to be arranged, including possible case closure. Then if still no response without a reasonable explanation, the CM should contact their supervision for next steps, ie. Close case and services.

“According to NYSOFA standards: “A client shall be discharged from EISEP if the client or his or her authorized representative requests discharge or if the client:

- (1) no longer meets the EISEP eligibility requirements
- (2) refuses to undergo an assessment, to agree to a care plan, to allow for in-home visits by the case manager or other staff under the direction of the case manager, to agree to validate income information if requested to do so for purposes of determining Medicaid eligibility or cost sharing, or to provide cost sharing as required or
- (3) is not expected to need services within the next 90 days.”

See “Service Closing Procedure” for additional guidance.

During all contacts, it is the role of the Case Manager to determine:

1. If the service is needed
2. If the service is satisfactory
3. If the level of service is still appropriate
4. If there are any new issues and/or concerns

Also, determine if there are any changes regarding:

1. Medications
2. Health, including Falls
3. IADLs and ADLs
4. Caregiver contacts
5. Caregiver tasks
6. Phone numbers of emergency contacts, informal supports, and caregivers

Determine if the client has had any **MD appointments** or **hospital visits** since the last contact.

Record all changes in PeerPlace and address the changes through Service Plan adjustments and referrals as needed.

Depending on the client's responses to the above questions, you may have to make changes in the assessment and adjust the care plan. If the client's health and/or physical functioning have deteriorated, advise the client of other home care options. Other options may include additional home care hours, more family support, private-pay aides, or applying for Medicaid. Medicare may also be an option if there is a need for skilled nursing, OT, or PT.

If a client is receiving multiple services, please assess each service individually for satisfaction and quality assurance purposes and document in case notes. Responses to questions need to be documented in the case note (saved as Final) and changes in other information (medication, contact information, etc.) need to be updated in Peerplace and assessment as the Case Manager is informed of changes. All notes should be entered in a timely manner – ideally within 24 hours after each activity/ contact, but not to exceed 5 business days.

Reassessments are completed at least every 12 months from the date that the client was most recently assessed or reassessed or within five working days from the time the case manager becomes aware of circumstances raising questions regarding the appropriateness of the current care plan, except that a reassessment may be temporarily delayed if requested by the client or his or her authorized representative or if the client is institutionalized and there is a temporary change in his or her condition which will affect the information collected. This applies to every client, whether they are considered a Case Management client or not.

As stated above, an **Event-Based Reassessment (EBRA)** may need to be completed if the Case Manager becomes aware of circumstances raising questions regarding the appropriateness of the current care plan, for example, client has had a drastic change in health, enters the hospital/ attends rehab for an extended period of time, changes their living situation, or has had a change in finances.

Service Specific Monitoring Contact Requirements

Outlined below are the *minimum* requirements. If more contacts, or home or site visits are required to address service concerns, then additional visits are to be completed. The Initial Assessment/ Reassessment is always made in the client's home.

**Home Care Services: Personal Care Aide Service I, II, Consumer Directed (CD) or Chore
1xweek:**

Clients receiving EISEP or III-E funded Home Care services are to be contacted 24 hours following the start of service. A home visit is required within 10 days following the start of service, then telephone contact is bi-monthly. One bi-monthly contact MUST be a visit in their home within the year. This home visit is in addition to the in-home Initial Assessment and in-home annual Reassessment.

During each contact, whether it is via phone or in-home, the following questions should be asked:

1. Are you satisfied with the aide or CD assistant and the service that is provided?
2. Does the aide or CD assistant show up on time and work the entire designated work hours?
3. Except in the case of Consumer Directed Services, does the Homecare agency notify you of any scheduling changes or aide worker change?
4. Do you have a copy of the consumer directed care plan or homecare agency's care plan, so you and the aide/assistant can refer to it? (Some agencies place the care plan in a folder and others place it on the refrigerator.)

If the answer is NO to any of the above questions, notify your Supervisor, so the problems can be resolved.

Social Adult Day Care:

The caregiver of a SADC client is to be contacted 24 hours following the start of service. A telephone contact to the center is required within 10 days following the start of service, then caregiver telephone contact is bi-monthly. If the caregiver is not available, then the facility should be contacted. One bi-monthly contact MUST be a visit to the facility while the client is in attendance. The Initial Assessment and Reassessment are to be done in the client's home.

During the bi-monthly contacts and facility visit, the Case Manager is to ask about the following:

1. Are there any problems with client attendance?
2. Does the client participate to the extent possible?
3. Are there any new problems or concerns with the client?
4. Have there been any caregiver concerns?

The client is also visited one-on-one as appropriate to determine their level of satisfaction. The responses from all parties are documented in the case note (save as Final). Notes should be entered in a timely manner -- as soon as possible after each activity/ contact.

Non-Case Management Service Monitoring (HDM, PERS, Chore – less than 1xweek):

These services require quarterly telephone contact at minimum, but may need more frequent contacts to assist with completion of specific tasks. These clients are not considered to be Case Management clients based on funding for services received, so “Case Management” is not listed on the Service Plan.

Home Delivered Meals:

An in-home assessment is completed for all Home Delivered Meal recipients. However, Home Delivered Meals are often a short term need. As part of the in-home Initial Assessment, Case Managers inquire about the expected duration of need.

A call to check on service is made by the Case Manager within 24 hours of the notification of service start date, Clients who receive HDM only, are not considered Case Management clients and minimally receive a quarterly contact. All quarterly contacts are telephone calls.

For **HDM ONLY** clients - A contact is required at the 6-month mark, as well as, the completion of a new ‘6-month contact’ screen in Peerplace. This contact at the 6-month mark is a telephone call at minimum.

Determine if the client has had any **MD appointments** or **hospital visits** in the last two months.

Record all changes in PeerPlace and address the changes through Service Plan adjustments and referrals as needed.

Personal Emergency Response Systems:

Clients may receive a Personal Emergency Response System (PERS) *only* as part of a larger service plan. It is no longer a stand-alone service. A phone call is completed within 24 hours of notification of service start to confirm satisfaction and understanding of its use. Clients will have the PERS service monitored as part of the scheduled contacts for other services the client receives. If/when a client terminates other monitored services (ie. HC, SADC, HDM), the client is no longer eligible for PERS funding and must make other arrangements should they wish to continue receiving the PERS service.

The following questions should be part of the pers monitoring contacts:

1. Do you still need the PERS button?
2. Have you been wearing your button?
3. If client is not wearing PERS button, ask, "Why are you not wearing your button?"
4. Have you used your button at all in the last six months? If so, please tell me about it.
5. Have you fallen or had any accidents in the last six months? If so, please tell me about it.
6. Have you visited your doctor in the last six months?
 - a. If so, for what reason? (regularly scheduled visit, ER/ED visit, sick visit, etc.)
 - b. Have you had any changes to your health?
 - c. Have you had any medication changes?
7. Have your caregivers/ emergency contacts or responders moved or changed their phone numbers?
8. Do you have any other concerns or new problems?

Concerns with any of the above warrants follow up; possibly a Home Visit based on the concern.

Private pay PERS eligibility:

If on waitlist for PERS, a client can obtain one for \$20/mo. thru Connect America. Then can switch over to CSE funding when it becomes available. The client needs to call Connect America and say they are on the waitlist through Senior Services and they want to private pay for a PERS now.

Chore – less than 1xweek:

A call to check on service is made by the Case Manager within 24 hours of the service start date.

Clients receiving Chore services **less than one time per week are considered non-case managed** clients and are monitored quarterly and follow the HDM service monitoring schedule

All chore clients are assessed and reassessed annually during an in-home visit.

Wait List for all Case Management services:

A full assessment must be completed to place client on the Request List (Waitlist) for all EISEP/ CSE/ III-E funded services. Clients on a WL and not receiving services are contacted by phone at quarterly intervals. No home visits are required until the requested service begins. When the client starts to receive a Case Management service (PCA I, II, CDHC or SADC), the Case Manager adds “Case Management” to the Service Plan at that time.

Other/ Financial Benefits/ Utility Assistance, etc.:

Clients only needing assistance with applications for financial entitlements, utility assistance, etc. are considered Information and Assistance and are documented using Service Tickets. Do **not** open a Case File. A full assessment is not required to be completed for these clients. The appropriate screens in PeerPlace need to be completed. Under the Client Profile, complete: Basic Demographics, Social History, Financial, Contacts, and the Case note (save as Final), which is under the Encounter History -> Intake -> Case note (save as Final) IF it's an active client, otherwise, put notes within General Comments section.

These clients are contacted by phone until the service is complete; home visits are conducted as needed to complete the task.

Clients applying for WRAP only are to be closed once the application is completed and submitted. Quarterly contacts are not required.

Service Monitoring Desk Reference:

CDHC, PCAII, PCAI--active

Bi-monthly contacts; 24 hr. call following start of service. Home visit required at IA/RA and within ten days following start of service. All bi-monthly contacts are telephone calls, except one - one of the bi-monthly contacts must be a home visit, at discretion of CM, client, PC.

SADC (Social - Adult Day Care) - active

Bi-monthly contacts; 24 hr. call following start of service. Home visit required at IA/RA. Telephone contact to facility within ten days following start of service. All bi-monthly contacts are telephone calls to caregiver, except one - one of the bi-monthly contacts must be a visit to the facility while client is in attendance.

- If no caregiver available, telephone contacts are to the facility

HDM - active

Quarterly contact; 24 hr. call following start of service. Home visit required at IA/RA. All quarterly contacts are telephone calls. At the 6-month mark, if client *only* receives HDM, complete of a new '6-month contact' screen in Peerplace.

PCAI/PCAI/CDHC/ SADC (Request/Wait/ Open List -funding approved)

Quarterly contact; IA/RA is a home visit; quarterly contacts are telephone calls. *Update the homecare order form on all clients who are either active, or on the wait/ open list at the time of Reassessment.

CDHC (services assigned to agency, but not yet started)—check with client, their informal support or with selected HC agency via telephone every month to see if the potential CD aide has a start date or is still in process of becoming authorized as CD aide. Your monitoring call case note (save as Final) should have your subject line read: "TCO to check on CD start date". Monitor progress.

CHORE (less than 1x/wk) – follow MOWs service monitoring schedule.

CHORE (1x/wk or more) – follow PCA service monitoring schedule.

PERS

Not a stand-alone service. TC to client required within 24 hours of notification of service start. TC to CI/primary contact upon PERS alarm notifications. Monitored as part of scheduled contacts for other services.

- All service monitoring contact months are based off counting from the IA/RA date. If your client's HC or ADC starts during a non-monitoring month, you still need to see them or call (if ADC) while then going back to your original service monitoring schedule. This may entail you seeing your client 2-3 months in a row in order to keep on track of your original monitoring schedule. For example: You have an RA in January/the client is on the HC open list. The client's HC gets picked up and starts on Feb 1st, you would have a home visit within ten days. Then your next contact would be again in March to get you back on track with your bi-monthly contacts.
- Another situation could be that you have an active PCAII client and the RA is January. Your client adds ADC during the RA and the ADC starts on February 1st – you must contact the ADC within ten days. Then your next contact will be again in March to get you back on track with your bi-monthly contacts.

If you have a client with 2 or more services, you have to follow the service monitoring schedule for the service that requires the *most* monitoring. For example: if your client has PCAII active and MOW---- you would follow the PCAII monitoring schedule of bi-monthly contacts to monitor their homecare and discuss their MOW at the IA/RA, 4mo, 6mo and 10mo contact months--- then you do NOT have to make the 3-month and 9-month quarterly MOW telephone calls.

****If they have SADC along with active CDHC/PCAI or PCAI, then the monitoring contacts are as follows**:**

SADC + HC

RA – HV
 24hr – TC to client/caregiver or facility
 10days – TC to facility (for SADC) or HV with client (for HC)
 2mo – TC (client/caregiver)
 4mo – TC (ADC)
 6mo – TC (client/ caregiver)
 8mo – TC (ADC)
 10mo – TC (client/caregiver)
 RA – HV

One scheduled bi-monthly contact must be a home visit with the client and caregiver (if present). It makes sense to conduct a home visit at the 6 mark.

***** If more home or site visits are required to address concerns, then additional visits are to be completed. Any and all bi-monthly contacts can and should be a home visit if determined necessary by the client, CM, PC, or county supervisor.*****

Note writing:

For **ALL** service monitoring, according to what services (active, open or WL) your client has on their service plan, **please put in your case note subject line**; whether the monitoring visit is for the:

IA

- 2mo—**bi-monthly contact** (monitoring telephone call, at client's home or ADC facility)
- 3mo—**quarterly contact** (monitoring telephone call, at client's home or ADC facility)
- 4mo—**bi-monthly contact** (monitoring telephone call, at client's home or ADC facility)
- 6mo—**6-month contact** (monitoring telephone call, at client's home or ADC facility)
- 8mo—**bi-monthly contact** (monitoring telephone call, at client's home or ADC facility)
- 9mo—**quarterly contact** (monitoring telephone call, at client's home or ADC facility)
- 10mo—**bi-monthly contact** (monitoring telephone call, at client's home or ADC facility)

All notes should be entered in a timely manner -- as soon as possible after each activity/ contact.

SCHEDULE F

ERIE COUNTY BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement (Agreement) entered into by the Erie County Department of Senior Services ("Covered Entity") and Business Associate **Town of Amherst by and through Amherst Center for Senior Services, Williamsville, NY**, ("Business Associate") is made and entered into effective the 1st day of April 2023 ("Business Associate Agreement Effective Date").

I. RECITALS

- A. As set forth in the Erie County Privacy Policy, Erie County is a Hybrid Entity, which has designated the Department of Senior Services as a Covered Entity for the purpose of compliance with Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder (45 CFR Part 160 and Part 164) by the U.S. Department of Health and Human Services (the "Privacy and Security Rules").
- B. Covered Entity and Business Associate wish to Use and Disclose certain information, some of which may be Protected Health Information ("PHI"), whereby Business Associate may be providing services to or performing functions on behalf of Covered Entity that involve the Use and Disclosure of PHI. The services and functions performed by Business Associate on behalf of Covered Entity are set forth in a Service Agreement entitled **Case Management, Information and Assistance, Outreach, Chore** executed on or about April 1, 2023 ("Service Agreement").
- C. Covered Entity and Business Associate intend to protect the privacy and provide for security of PHI Disclosed between the parties pursuant to the Service Agreement in compliance with HIPAA, the Privacy and Security Rules, and with the requirements of Subtitle D, the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009 42 U.S.C. Sections 17921-17954 ("HITECH"), and other applicable federal and state laws.
- D. In consideration of the mutual promises below and the exchange of information pursuant to the Service Agreement and this Business Associate Agreement, the parties agree to the terms and conditions set forth in this Business Associate Agreement.

II. DEFINITIONS

- A. **Breach** means unauthorized acquisition, access, Use or Disclosure of PHI which compromises the security or privacy of such information, EXCEPT where: (1) the covered entity or business associate has a good faith belief that an unauthorized

person to whom such information is Disclosed would not reasonably have been able to retain such information; (2) any unintentional acquisition, access, or Use of PHI by an employee or individual acting under the authority of a covered entity or business associate if the acquisition, access, Use (i) was made in good faith and within the course and scope of authority; and (ii) such information is not further acquired, accessed, or Used or Disclosed; (3) there is an inadvertent Disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility and any such information received as a result of such Disclosure is not further acquired, accessed, Used, or Disclosed without authorization by any person; and (4) unauthorized Disclosure is limited to encrypted or otherwise technologically secured data.

- B. **Business Associate** shall have the same meaning as the term "business associate" under the Privacy and Security Rules. In reference to the party to this Business Associate Agreement, the term "Business Associate" shall mean **Town of Amherst by and through Amherst Center for Senior Services Williamsville, NY**. The parties acknowledge and agree that Business Associate is an independent contractor and is not an agent of Covered Entity.
- C. **Covered Account** means: (1) an account primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; or (2) any other account for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.
- D. **Covered Entity** shall generally have the same meaning as the term "covered entity" under the Privacy and Security Rules. In reference to the party to this Business Associate Agreement, the term "Covered Entity" shall mean Erie County Department of Senior Services.
- E. **Data Aggregation** means the combining of PHI by a Business Associate created or received in its capacity as a Business Associate of another Covered Entity, to permit the creation of data for analyses that relate to the health care operations of the respective Covered Entities.
- F. **Designated Record Set** means a group of records maintained by or for a Covered Entity that is: (i) the individual's medical and billing records or (ii) used in whole or in part, by or for the Covered Entity to make decisions about the individual. A Designated Record Set does not include: (a) duplicate information maintained in other systems; (b) data collected and maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (e) information compiled in reasonable anticipation of litigation or administrative

action; (f) employment records; (g) student records; and (h) source data interpreted or summarized in the individual's medical record such as pathology slides and diagnostic film.

- G. **Disclosure** means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Business Associate's organization (i.e., to anyone other than its employees who have a need to know or have access to the PHI).
- H. **Electronic Health Record** is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
- I. **Electronic Protected Health Information or "EPHI"** means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Business Associate Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI.
- J. **Health Care Operations** shall have the meaning given to such term under HIPAA's Privacy and Security Rules and includes quality assessment and improvement, credentialing health care professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development and business management and general administrative duties. The term Health Care Operations does not include marketing and fundraising activities of the Covered Entity or Business Associate.
- K. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** is a federal law that sets forth standards for how Covered Entities and Business Associates may Use and Disclose PHI. HIPAA also establishes patient rights with regard to PHI.
- L. **Hybrid Entity** means an entity whose business activities include covered and non-covered functions, and that has designated specific departments, divisions or programs as Designated Health Care Components.
- M. **Identity Theft** is a fraud committed or attempted using the identifying information of another person without authority.
- N. **Identifying Information** is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number.
- O. **Individual** means the person who is the subject of the PHI.

- P. **Individually Identifiable Health Information** means information that is a subset of health information, including demographic information collected from an Individual, that: (i) is created or received from a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an Individual, the provision of health care to a patient, or the past, present, or future payment for the provision of health care to an Individual.
- Q. **Limited Data Set** means information that excludes names, postal address (other than city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.
- R. **Personal Health Record** means an electronic record of Individually Identifiable Health Information on an Individual that can be drawn from multiple sources and that is managed, shared, and controlled by or for the Individual.
- S. **Protected Health Information** or “**PHI**” means any information, whether oral or recorded in any form or medium that: (i) relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual; and (iii) was received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- T. **Red Flag** means a pattern, practice or specific activity that indicates the possible existence of Identity Theft.
- U. **Secured PHI** means PHI rendered unusable, unreadable or indecipherable to unauthorized individuals when one or more of the following security measures are in place:
1. Encryption of electronic PHI as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached;
 2. Encryption processes that are tested by National Institute of Standards and Technology (NIST) and judged to meet this standard including:

- a) Valid encryption processes for data at rest consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices;
 - b) Valid encryption processes for data in motion that comply with Federal Information Processing Standards (FIPS) 140-2 including standards described in NIST Special Publications 800-2, guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are FIPS 140-2 validated;
- 3. The media on which the PHI is stored or recorded has been destroyed on one of the following ways:
 - a) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed; or
 - b) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.
- V. **Security Incident** means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with systems operations in an information system.
- W. **Subcontractor** means a person or organization to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, regardless of whether Business Associate has entered into a contract with the person or organization.
- X. **Unsecured Protected Health Information** means PHI that is not secured through technology or methodology that HHS has stated renders the PHI unusable, unreadable, or indecipherable to unauthorized Individuals.
- Y. **Use** means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Business Associate's organization.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

A. Permitted Uses and Disclosures.

1. Business Associate may Use and/or Disclose PHI received from Covered Entity only as permitted or required by the Business Associate Agreement, and only when necessary to perform the services set forth in the Service Agreement.
2. Business Associate may Use or Disclose PHI as required by law.
3. Business Associate agrees that all Uses, Discloses and/or requests for PHI will be consistent with Covered Entity's minimum necessary policies and procedures.
4. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity. In addition, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or any state law (including but not limited to the Identity Theft Rules).
5. Business Associate may Disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate provided that (a) the Disclosures are required by law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that (i) the information will remain confidential and used for further Disclosure only as required by law or for the purpose for which it was Disclosed to the person, and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been compromised or Breached.
6. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity only if necessary to fulfill the terms of the Service Agreement.
7. Business Associate may store, analyze, access and use components of PHI that have been de-identified and that do not contain any Individually Identifiable Health Information, provided that any such use is (a) necessary to fulfill the terms of the Service Agreement; and (b) consistent with applicable law.
8. Business Associate acknowledges that sections of HIPAA, HITECH, the Privacy and Security Rules, and state law apply directly to Business Associate and Business Associate's Subcontractors as they apply to Covered Entity. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or state law. Business Associate agrees to comply with these and other applicable laws and regulations, and agrees to monitor Subcontractors to ensure compliance with the same.

B. Appropriate Safeguards

Business Associate acknowledges that Covered Entity is relying on the administrative, physical and security standards of Business Associate and Subcontractors of Business Associate in selecting Business Associate. Business Associate and Subcontractors of Business Associate must:

1. Protect and safeguard from Disclosure all PHI and other confidential information regardless of the type of media on which it is stored;
2. Implement appropriate safeguards as are necessary to prevent the Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, HIPAA, HITECH, the Identity Theft Rules and other applicable federal and state laws;
3. Maintain a privacy and security program that includes administrative, technical and physical safeguards and security policies, procedures, and documentation of security activities; and
4. Implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and EPHI created, received, maintained, or transmitted on behalf of the Covered Entity.

C. Identity Theft Compliance

Business Associate and Subcontractors of Business Associate will have policies and procedures in place designed to detect, prevent and mitigate the risk of Identity Theft with regard to any Covered Accounts.

D. Reporting Obligations

Business Associate agrees to report to Covered Entity's Chief Privacy Officer verbally and in writing any Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, and agrees to report any known pattern of activity or practice that may constitute a material breach or violation of this Business Associate Agreement, within five (5) days of the date Business Associate knew or should have known of such Use, Disclosure, pattern or practice. The obligation to report includes, but is not limited to, any Security Incident or Breach involving Unsecured PHI, and/or any violation of HIPAA, HITECH or the Privacy and Security Rules. Business Associate shall also report any known pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligation under the Business Associate Agreement, or any federal or state laws.

Such report shall include, to the extent possible:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2. A description of the types of Unsecured PHI that were involved in the Breach.
3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
5. Contact procedures for Covered Entity to contact Business Associate to ask questions or learn additional information.

In the event of a Breach, Business Associate's notice to Covered Entity must also include the identification of and contact information for each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or Disclosed during such Breach. In addition, if Business Associate is a service provider of Personal Health Records, as defined under HITECH, and discovers a Breach of security, it must notify Individuals whose unsecured Identifying Information was acquired by an unauthorized person, and must comply with any other applicable requirements concerning notification of individuals and/or federal and state agencies.

Business Associate shall take prompt corrective action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Business Associate Agreement, federal law and/or state law, and shall take additional action to mitigate harm as requested by Covered Entity. Upon request, Business Associate shall also assist Covered Entity in the performance of a risk assessment to determine whether a Breach occurred.

E. Business Associate's Agents/Subcontractors

Business Associate may Disclose PHI to and permit the Use of PHI by its employees, Subcontractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services performed for or on behalf of the Covered Entity under the terms of the Service Agreement and the Business Associate Agreement. Business Associate shall ensure that any agents, including Subcontractors to whom it provides Covered Entity's PHI, agree in writing to:

1. the same restrictions and conditions that apply to Business Associate with respect to such PHI;

2. hold PHI in a confidential and secure manner as provided pursuant to this Business Associate Agreement and only disclose PHI as required by law or for the purposes for which it was disclosed; and
3. immediately notify Business Associate of any Breaches of confidentiality of the PHI.

Business Associates shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. Business Associate shall indemnify, defend and hold harmless Covered Entity and its respective employees, directors, officers, Subcontractors and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees and costs incurred in notifying Individuals of a Breach caused by Business Associate or its subcontractors or agents) suffered by Covered Entity in connection with Business Associate's failure to obtain and maintain a written agreement with such Subcontractors or agents, and/or to ensure that the Subcontractors or agents complied with all applicable federal and state laws and regulations.

F. Access to PHI

To comply with New York State Public Health Law § 18 and HIPAA, Business Associate shall make PHI maintained by Business Associate or its agents or Subcontractors in Designated Record Sets or in the Electronic Health Record in an electronic format, available to Covered Entity, or as directed by Covered Entity to an Individual, for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, New York Public Health Law § 18 and any other applicable federal and state laws.

G. Amendment of PHI

Within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set or in the Electronic Health Record in an electronic format, Business Associate or its agents or Subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, and/or state law. If any Individual requests an amendment of PHI directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any grant or denial of a request for an amendment of PHI maintained by Business Associate or its agents or Subcontractors shall be the sole responsibility of Covered Entity.

H. Accounting Rights

Within ten (10) days of notice by Covered Entity of a request for an accounting of Disclosures of PHI, including Disclosures for treatment, payment and healthcare operations, Business Associate and its agents or Subcontractors shall make available to Covered Entity or, as directed by Covered Entity directly to an Individual, the information required to provide an accounting of Disclosures to enable Covered Entity to fulfill its obligations under HIPAA, HITECH and state law. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record. At minimum, such information shall include: (i) the date of Disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the Disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the Individual's authorization, or a copy of the written request for Disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agent or Subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing, so that the Covered Entity may prepare and deliver the requested accounting.

I. Access to Records by the Federal Government

Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS and the FTC for purposes of determining Business Associate's compliance with HIPAA, HITECH and the Identity Theft Rules. Business Associate shall concurrently provide to Covered Entity a copy of any PHI, policies and procedures or other documentation that Business Associate provides to HHS and/or the FTC.

J. Minimum Necessary

Business Associate and its agents or Subcontractors shall only request, Use and Disclose, to the extent practicable, a Limited Data Set, or the minimum amount of PHI necessary to accomplish the intended purpose of the request, Use or Disclosure.

K. Documentation of Disclosures

Business Associate shall document such Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI.

L. Retention of PHI

Business Associate and its agents or Subcontractors shall retain all PHI and documentation containing Disclosures of PHI throughout the term of the Service Agreement and for a period of six (6) years after termination of the Service Agreement.

M. HIV/AIDS

If the Service Agreement requires the Use or Disclosure of PHI that contains HIV/AIDS information, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F. Business Associate shall notify its agents and/or Subcontractors concerning all applicable confidentiality requirements.

IV. OBLIGATIONS OF COVERED ENTITY

Covered Entity shall:

- A. Provide Business Associate with Covered Entity's Notice of Privacy Practices for PHI, and notify Business Associate of any substantive changes to its Notice of Privacy Practices;
- B. Notify Business Associate of any changes in, or revocation of, the permission by an Individuals to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's permitted or required Use or Disclosure of PHI; and
- C. Notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under HIPAA or HITECH, to the extent that such restriction may affect the Business Associate or its agents or Subcontractor's Use or Disclosure of PHI.

V. TERM AND TERMINATION

A. Term

This Business Associate Agreement shall become effective on the Business Associate Agreement Effective Date and shall continue until terminated by Covered Entity, or the date that the Service Agreement expires or is terminated. However, the following provisions and requirements of this Business Associate Agreement shall survive the expiration or other termination of the Business Associate Agreement: Sections III, V, VI, VII and X.

B. Termination for Cause

1. Material Breach by Business Associate: Business Associate shall take reasonable steps to mitigate and cure a breach of this Business Associate Agreement. Business Associate authorizes the Covered Entity to terminate this Business Associate Agreement and the Service Agreement if Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Business Associate Agreement. In the event

Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Business Associate Agreement, Covered Entity shall have the right to immediately terminate the Service Agreement and Business Associate Agreement upon written notice to Business Associate.

2. Material Breach by Covered Entity: If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under the Business Associate Agreement, Business Associate must take reasonable steps to cure the Breach or end the violation. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under this Business Associate Agreement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, Business Associate shall either (a) terminate the Service Agreement and the Business Associate Agreement, if feasible or (b) if termination of the Service Agreement and Business Associate Agreement is not feasible, Business Associate shall report the problem to the Secretary of HHS.

C. Obligations of Business Associate Upon Termination

Upon termination of this Business Associate Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or Subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Section III of this Business Associate Agreement to such information, and limit further Use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification for Violations

Any violation of this Business Associate Agreement may cause irreparable harm to the Covered Entity. Therefore, Covered Entity may seek any legal remedy for such harm, including an injunction or specific performance. Business Associate shall indemnify and hold the Covered Entity harmless against all claims and costs resulting from acts/omissions of Business Associate in connection with Business Associate's obligations under this Business Associate Agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners and/or Subcontractors. Business Associate shall fully indemnify and save harmless the Covered Entity from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 or State Technology Law § 208, caused by

any intentional act or negligence of Business Associate, its agents, employees, partners and/or Subcontractors; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Covered Entity.

VI. AMENDMENT

A. Amendment to Comply with Law

The parties agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH and other applicable laws relating to the security or confidentiality of PHI.

B. Written Amendment Required

The Business Associate Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

VII. NO THIRD-PARTY BENEFICIARIES

Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associates and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

VIII. NO WAIVER

No waiver of a breach of any provision of this Business Associate Agreement shall be construed to be a waiver of any breach of any other provision of this Business Associate Agreement or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Business Associate Agreement shall be construed to be a waiver of such breach.

IX. INDEPENDENT CONTRACTOR RELATIONSHIP

This Business Associate Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

X. NOTICE

Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

TO: Erie County Department of Senior Services
Rath Building
95 Franklin Street, 13th floor
Buffalo, New York 14202

Attn: Melissa Dentice

TO: Town of Amherst by and through Amherst Center for Senior Services
Town Hall
5583 Main Street
Williamsville, New York 14221

Attn: Brian Kulpa

XI. SEVERABILITY

If any section or portion of this Business Associate Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Business Associate Agreement.

XII. INTERPRETATION

The terms and conditions of this Business Associate Agreement shall supersede any conflicting terms and conditions in the Service Agreement between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Business Associate Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, the Identity Theft Rules and state law. The parties agree that any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, the Privacy and Security Rules, the Identity Theft Rules, and other applicable state and federal laws.

XIII. STATE LAW

Nothing in this Business Associate Agreement will be construed to require Business Associate to Use or Disclose PHI in violation of New York State law.

XIV. GOVERNING LAW

To the extent not superseded by Federal law, the rights and obligations of the Parties hereto under this Business Associate Agreement shall be governed by the laws of the State of New York without regard for its conflicts of laws provisions. Any action arising out of or related to this Business Associate Agreement shall be brought in, and the parties agree to the jurisdiction of, the Supreme Court, located in Erie County, State of New

York. If the matter is brought in Federal Court, the parties agree to the venue of the Western District of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed the Business Associate Agreement as of the Business Associate Agreement Effective Date.

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES

By: _____

Print Name: Angela Marinucci

Title: Commissioner

Date: _____

Town of Amherst by and through Amherst Center for Senior Services

By: _____

Print Name: Brian Kulpa

Title: Town Supervisor

Date: _____

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Attachment: SOS full-07312023153257 (RES-2023-698 : Cse/Eisep CRS #4171)

Schedule G
Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

 Signature

Verification

STATE OF _____)
 COUNTY OF _____) SS:
 A)

_____, being duly sworn, states he or she is the owner of (or a partner in) _____, and is making the foregoing Certification and that the statements and representations made in the Certification are true to his or her own knowledge.

B)

_____, being duly sworn, states that he or she is the Name of Corporate Officer _____, of _____, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
 Day of _____, 20__

Attachment: SOS full-07312023153257 (RES-2023-698 : Cse/Eisep CRS #4171)

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES			
CONTRACTOR BUDGET SUMMARY			
GRANT:	EISEP		
AGENCY NAME:	Senior Outreach Services		
CONTRACT PERIOD:	April 1, 2023 to March 31, 2024		
	TOTAL CONTRACT	AGENCY MATCH	COUNTY CASH
PERSONNEL	113,860.00	58,686.00	57,898.00
FRINGE BENEFITS	75,075.00	37,512.00	39,188.00
EQUIPMENT		-	
TRAVEL		-	
MAINTENANCE & OPERATIONS			
OTHER EXPENSES		-	
SUBCONTRACTS	-		-
TOTAL BUDGET	188,935.00	91,849.00	97,086.00
LESS: ANTICIPATED INCOME	19,500.00	-	-
NET TOTAL	173,784.00	91,849.00	97,086.00

Attachment: SOS full-07312023153257 (RES-2023-698 : Cse/Eisep CRS #4171)

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES						
CONTRACTOR BUDGET DETAIL						
GRANT:		EISEP				
AGENCY NAME:		Senior Outreach Services				
CONTRACT PERIOD:		April 1, 2023 to March 31, 2024				
BUDGETED EXPENSES:						
1) PERSONNEL						
NAME	TITLE	Annual Salary	Amount Charged to Program	Agency Match Share	County Cash	
Karen Lisiecki	Project Coordinator	65,269.00	65,269.00	32,635.00	32,635.00	
Lucille Miranda	Case Manager	57,367	15,490.00	5,341.00	5,186.00	
Pam Macadlo	Case Manager	57,367	23,015.00	12,352.00	17,352.00	
Vijaya Tomar	Social Caseworker	45,430	10,086.00	4,009.00	2,725.00	
						-
						-
						-
						-
						-
						-
TOTAL PERSONNEL BUDGET			113,860.00	54,337.00	57,898.00	
2) TOTAL FRINGE BENEFIT BUDGET						
fringe 67.3%			75,075.00	37,512.00	39,188.00	
3) EQUIPMENT (individual items costing \$1,000 or more)						
Equipment name	Estimated Cost per Item	x	# of items	=	County Cash	
		x		=		
		x		=	-	
		x		=	-	
		x		=	-	
		x		=	-	
TOTAL EQUIPMENT BUDGET				-		
4) TRAVEL						
LOCAL MILEAGE - (employee reimbursement)			Amount Charged to Program		County Cash	
Out of Area Travel						
TOTAL TRAVEL EXPENSE						
explain purpose of out of area travel - (who's traveling, where to, why)						
5) MAINTENANCE & OPERATIONS						
Rent			Amount Charged to Program	Agency Match Share	County Cash	
Equipment Maintenance						
Equipment costing less than \$1,000						
Insurance						
Utilities						
Supplies						
postage, copying, printing						
Other (specify)						
Other (specify)						
Other (specify)						
TOTAL MAINTENANCE & OPERATIONS			-			
6) OTHER EXPENSES						
Audits			Amount Charged to Program		County Cash	
Training						
Memberships, Subscriptions						
Minor Alterations & renovations						
Other (specify)						
Other (specify)						
Total Other Expense budget			-			
7) SUBCONTRACTS						
			Amount			

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES			
CONTRACTOR BUDGET SUMMARY			
GRANT:	CSE		
AGENCY NAME:	Senior Outreach Center		
CONTRACT PERIOD:	April 1, 2023 to March 31, 2024		
	TOTAL CONTRACT	AGENCY MATCH	COUNTY CASH
PERSONNEL	36,598.00	18,403.70	17,847.70
FRINGE BENEFITS	23,692.17	12,212.30	11,826.47
EQUIPMENT		-	
TRAVEL	-	-	-
MAINTENANCE & OPERATIONS	941.83	-	941.83
OTHER EXPENSES		-	
SUBCONTRACTS	-		-
TOTAL BUDGET	61,232.00	30,616.00	30,616.00
LESS: ANTICIPATED INCOME	-	-	-
NET TOTAL	61,232.00	30,616.00	30,616.00

Attachment: SOS full-07312023153257 (RES-2023-698 : Cse/Eisep CRS #4171)

ERIE COUNTY DEPARTMENT OF SENIOR SERVICES						
CONTRACTOR BUDGET DETAIL						
GRANT:		CSE				
AGENCY NAME:		Senior Outreach Services				
CONTRACT PERIOD:		April 1, 2023 to March 31, 2024				
BUDGETED EXPENSES:						
1) PERSONNEL						
NAME	TITLE	Annual Salary	Amount Charged to Program	Agency Match Share	County Cash	
Lucille Miranda	Case Manager	57,367	16,349.00	6,323.85	6,323.85	
Pam Macadlo	Case Manager	57,367.00	16,349.00	6,323.85	6,323.85	
Linda Domres	Clerk-PT	13041	3,000.00	4,727.70	4,600.00	
Ann Hergenroder	Clerk-PT	2500	900.00	1,027.67	600.00	
					-	
					-	
					-	
					-	
					-	
					-	
TOTAL PERSONNEL BUDGET			36,598.00	18,403.07	17,847.70	
2) TOTAL FRINGE BENEFIT BUDGET			23,692.17	12,212.00	11,826.47	
fringe %67.3						
3) EQUIPMENT (individual items costing \$1,000 or more)						
Equipment name	Estimated Cost per Item	x	# of items	=	County Cash	
		x		=		
		x		=	-	
		x		=	-	
		x		=	-	
		x		=	-	
TOTAL EQUIPMENT BUDGET					-	
4) TRAVEL			Amount Charged to Program		County Cash	
LOCAL MILEAGE - (employee reimbursement)						
Out of Area Travel						
TOTAL TRAVEL EXPENSE						
explain purpose of out of area travel - (who's traveling, where to, why)						
5) MAINTENANCE & OPERATIONS			Amount Charged to Program	Agency Match Share	County Cash	
Rent						
Equipment Maintenance						
Equipment costing less than \$1,000						
Insurance						
Utilities						
Supplies			941.83		941.83	
postage, copying, printing						
Other (specify)						
Other (specify)						
Other (specify)						
TOTAL MAINTENANCE & OPERATIONS			941.83	-	941.83	
6) OTHER EXPENSES			Amount Charged to Program		County Cash	
Audits						
Training						
Memberships, Subscriptions						
Minor Alterations & renovations						
Other (specify)						
Other (specify)						
Total Other Expense budget			-		-	
7) SUBCONTRACTS			Amount			



TOWN OF AMHERST

ERIE COUNTY, NEW YORK

5583 MAIN STREET
WILLIAMSVILLE, NEW YORK 14221
(716) 631-7030
FAX (716) 631-7101
www.amherst.ny.us

Stanley J. Sliwa
Town Attorney

Nicole M. Burroughs
Paralegal

Melissa S. Lynch
Paralegal

Joanne A. Schultz
Sr. Deputy Town Attorney

Jeffrey E. Marlon
Sr. Deputy Town Attorney

April 27, 2018

Erie County Department of Senior Services
95 Franklin Street
Buffalo, New York 14202

Re: Self-Insured Status : Town of Amherst

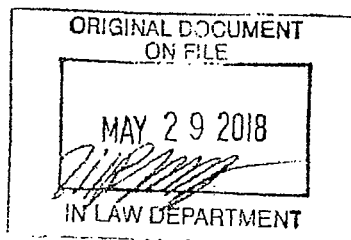
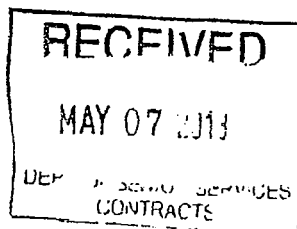
To Whom This May Concern:

The Town of Amherst is insured for liability purposes through its own insurance reserve fund established pursuant to the provisions of §6-n of the New York General Municipal Law. Approved or appropriate claims are paid for from funds established under the terms of the program established by the Town Board pursuant to the authority of §6-n. Furthermore, on September 29, 1986, the Town Board adopted a resolution agreeing to "hold harmless" any other municipality, corporation, partnership, association, or individual that provides facilities, real property or other assets to the Town for purposes of carrying out its functions and programs. A copy of that resolution is enclosed.

Very truly yours,

Stanley J. Sliwa/msl
Stanley J. Sliwa, Esq.
Town Attorney

SJS:msl
Enclosures



Attachment: SOS full-07312023153257 (RES-2023-698 : Cse/Eisep CRS #4171)

SEPTEMBER 29, 1986

A special meeting of the Amherst Town Board, 5583 Main Street, Williamsville, New York 14221 on Monday, September 29, 1986 at 3:30 P.M.

Roll call: John R. Sharpe, Supervisor; Richard C. Barton, Councilman; Charles W. Moses, Councilman; Harold J. Collier, Councilman; William L. Kindel, Councilman; Lynn Millane, Councilman; Lawrence Southwick, Councilman.

Also present: Dolores B. Shearer, Deputy Town Clerk; James M. Nesper, Town Attorney

A motion was made by Councilman Southwick, seconded by Supervisor Sharpe, to approve the following resolution:

WHEREAS, the Hartford Insurance Co. has proposed a renewal of the Town's insurance policies at an annual premium of from \$1.2 million to \$1.8 million and,

WHEREAS, the expected cost of a self insurance program for the Town is substantially less than the price charged by Hartford and

WHEREAS, certain insurance coverages formerly available to the Town are no longer available at any price and,

WHEREAS, the limits on coverage have been reduced and,

WHEREAS, the Town Board wishes to save the taxpayers' money and believes that the risks are acceptable in accord with the September 13 memorandum from Councilman Southwick,

NOW, THEREFORE, BE IT RESOLVED that the basic liability insurance coverages from the Hartford be canceled as of the earliest feasible date and,

BE IT FURTHER RESOLVED that the umbrella policies be canceled as of October 3, 1986 and,

BE IT FURTHER RESOLVED that the workers' compensation policies be transferred to the State Insurance Fund as soon as is feasible and,

BE IT FURTHER RESOLVED that the Supervisor be authorized to sign a contract with the Gallagher-Bassett organization, or with another firm should the Gallagher-Bassett price be too high, for claims handling and

BE IT FURTHER RESOLVED that the Town retain, where feasible, insurance coverage for buildings and contents, boilers, crime, electronic data processing equipment, papers and public officials' liability and

BE IT FURTHER RESOLVED that a fund for claims be set up in the maximum allowable amount and,

BE IT FURTHER RESOLVED that the Town Attorney be authorized to engage outside counsel to defend against actions brought against the Town where such actions would have formerly been defended by the insurance company and,

BE IT FURTHER RESOLVED that the Supervisor be authorized to seek a consulting firm specializing in loss control and prevention services to be contracted for such services.

Roll call: Southwick, aye; Sharpe, aye; Kindel, no; Millane, aye; Collier, aye; Moses, no; Barton, no. Ayes, 4 Noes, 3.

Approved.

A motion was made by Supervisor Sharpe, seconded by Councilman Kindel to approve the following resolution:

WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town of Amherst to purchase Automobile and General liability insurance coverage, and

WHEREAS, AS OF THE 3rd day of October 1986 the Town of Amherst will no longer be insured and thus be uninsured for Automobile liability and General liability, and

WHEREAS, there are numerous individuals, agencies, associations, partnerships and corporations servicing the

Town of Amherst, and/or its Special Improvement District as volunteers, and
 WHEREAS, it is desirable and necessary in order to maintain the present level of services to the residents of the Town to continue to utilize the services of said volunteers;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Amherst hereby holds harmless any and all individuals, associations, partnerships and corporations from any claim, action or proceeding arising out of said volunteers' services to the Town of Amherst and/or its Special Improvement District, and
 BE IT FURTHER RESOLVED that the Town Attorney be authorized and directed to defend any and all said actions and proceedings as may be commenced by a third party against said volunteers, and

BE IT FURTHER RESOLVED, that the officers of the Town of Amherst be authorized and directed to take all steps necessary to carry out the intent and purpose of this resolution.

Roll call: Sharpe, aye; Kindel, aye; Moses, aye; Barton, aye; Millane, aye; Southwick, aye; Collier, aye. Ayes, 7; Noes, 0.
 Approved.

A motion was made by Councilman Southwick, unanimously seconded to approve the following resolution:

WHEREAS, the Town Board of the Town of Amherst on the 29th day of September, 1986 by Resolution duly adopted, determined that it is no longer in the public interest for the Town to purchase Automobile and General liability insurance coverage; and

WHEREAS, the Town of Amherst has utilized from time to time facilities, real property and assets of other municipalities, corporations, partnerships, associations, and individuals in order to carry out various Town of Amherst functions and programs and

WHEREAS, it is necessary to continue to utilize said real and personal property of said entities so as to maintain the present level of services to the residents of the Town of Amherst, and

WHEREAS, as part of the consideration for the use of said real and/or personal property it has been necessary to provide a certificate of insurance naming said entities as a party insured

NOW, THEREFORE, BE IT RESOLVED, that the Supervisor with the assistance of the Town Attorney be authorized and directed to enter into "save harmless" agreements with said municipalities, corporations, partnerships, associations and individuals for the purpose of continuing to utilize said entities real or personal property for various functions and programs sponsored and administered by the Town of Amherst and/or its Special Improvement Districts, and

BE IT FURTHER RESOLVED, that the Supervisor and Town Attorney take all other necessary steps to carry out the intent and purpose of this Resolution.

Roll call: Southwick, aye; Sharpe, aye; Moses, aye; Barton, aye; Collier, aye; Millane, aye; Kindel, aye. Ayes, 7; Noes, 0.
 Approved.

Adjourn: 4:30 P.M.

Dolores B. Schearer

Deputy Town Clerk

Town of Amherst,

Erie County New York


**Workers'
Compensation
Board**

ANDREW M. CUOMO
GOVERNOR

CLARISSA M. RODRIGUEZ
CHAIR

RECEIVED

NOV -8 2017

TOWN OF AMHERST
HUMAN RESOURCES DEPT.

Office of the Secretary
Compliance With Workers' Compensation Law

I, Kim McCarroll, Secretary for the Workers' Compensation Board, DO HEREBY Certify that:

Name: Amherst, Town of.

WCB #: W802169

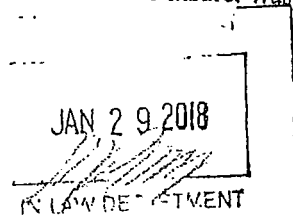
Tax ID #: 16-6002157

Qual Date: 7/3/1993

has secured compensation to its employees as a self-insurer in the following manner:

Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law. (County, city, village, town, school district, fire district or other political subdivision)

The status of the self-insurer was effective as noted above and remains in full force.



IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the seal of the Workers'
Compensation Board this 2nd day of November
2017.

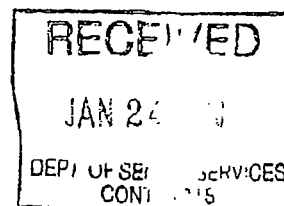
Kim McCarroll
KIM MCCARROLL
SECRETARY

Status Confirmed By

Office of Self Insurance

(518) 402-0247

11/2/2017



SI 12
8/1/2012

328 State Street, Schenectady, NY 12305 (518) 402-0247 www.WCB.NY.gov

Attachment: SOS full-07312023153257 (RES-2023-698 : Cse/Eisep CRS #4171)

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27813

RESOLUTION 2023-699

Payment Authorization Fluid Kinetics, Inc.

The Engineering Department, WPCF division is requesting that the Town Board authorize the payment of Fluid Kinetics, Inc. invoice # 35699 in the amount of \$3,251.00. The invoice was to purchase a direct replacement of the Hydromatic HPG200M2-2-35, 2HP, 230V, 1 Phase Grinder Pump located at our Mulberry Lane liftstation.

Funds for this request are available in G9916-4929.

Thank you for considering this request.

FINANCIAL IMPACT:

G9916-4929

Date: 07/05/2023

This number must appear on all
packages and invoices

WATER POLLUTION CONTROL FACILITY
455 TONAWANDA CREEK ROAD
AMHERST, NEW YORK 14228
(716) 691-9771 FAX: (716) 691-4496
Federal ID# 16-6002157

Fund/Dept/Dist.	Object	Amount
G9916	4929	\$ 3,251.80
TOTAL		\$ 3,251.80

Supplier: 001529

Fluid Kinetics
P.O.BOX 655
ORCHARD PARK, NY, 14127

☐ Check box if partial payment (P.O. will remain open)

Quantity	Description	Unit Price	Amount
1	GRINDER HYDROMATIC PUMP-2-H.P. MULBERRY	\$ 3,251.80	\$ 3,251.80
TOTAL			\$ 3,251.80

Due Date: _____

Invoices: _____

SALES TAX EXEMPT

☐ Separate Check Required

Invoices must be rendered on attached form (voucher) furnished by the
Town of Amherst and must be properly signed. The town will not be
responsible for merchandise delivered without a receipt signature.

Received by _____

Date Received _____

All purchase contracts involving an aggregate
expenditure of more than \$20,000 and all
contracts for public works for more than
\$35,000 must be competitively bid.

PURCHASE
AUTHORIZATION _____

Department Head or Director of Purchasing

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to
The municipality on the dates stated and the changes are correct.

Date _____

Authorized Signature _____

COMPTROLLERS OFFICE

Date _____

Authorized Official _____

Audited by: _____

Contract: _____

Bids Received Y / N

Date: _____

TB Res. No: _____

Town Board Approval Y / N

TB Res. Date: _____

Attachment: Fluid Kinetics PDF (RES-2023-699 : Payment Authorization)

Invoice

FLUID KINETICS
REMIT TO PO BOX 655
251 THORN AVE.
ORCHARD PARK, NY 14127
PH.(716) 662-7900 FAX (716) 662-7982

RECEIVED JUL 20 2023

DATE:

INVOICE #

7/17/2023

35699

BILL TO:

TOWN OF AMHERST WWTP
455 TONAWANDA CREEK RD
AMHERST NY 14228

SHIP TO:

TOWN OF AMHERST WWTP
455 TONAWANDA CREEK RD
AMHERST NY 14228
TAG: TOM 716-691-9771

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
2310392	NET 30	DOUG	7/17/2023	OUR TRUCK	ORIGIN	39278
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT
1	PRODUCT	HYDROMATIC HPG200M2-2-35 , 2HP, 230V, 1 PHASE GRINDER PUMP			3,251.00	3,251.00

TOTAL

\$3,251.00

Attachment: Fluid Kinetics PDF (RES-2023-699 : Payment Authorization)



Fluid Kinetics Inc.

PO Box 655

Orchard Park, NY 14127 (716) 662-7900

Fax (716) 662-7982

Date: June 28, 2023

Quote No. 23-249

To: John Atkins
Town of Amherst WWTP

RE Hydromatic Pumps

Dear John

Fluid Kinetics is pleased to offer the following Myers Product for your consideration. Our quotation is as follows

(1) Hydromatic HPG200M2-2-35 2 HP 230 Volt 1 Phase 3450 RPM Submersible Grinder Pump with 35' Cord
List Price \$ 4580.00 x.71= 3251.80

Delivery 2-4 Weeks FOB Factory. Freight Included

Terms: 100% due and payable 30 days from date of each invoice, subject to continuing approval of credit. Payment of this invoice is in no way contingent upon payment by others. In the event any amount becomes past due, buyer agrees to pay seller a fee of 1-1/2% of unpaid balance each month until paid, at the highest legal rate allowed by law, whichever is lower, plus all costs of collection including reasonable attorney's fees. Failure to pay in accordance with terms voids all warranties and no service or start-up will be authorized until account is paid in full including service fee and collection costs.

Thank you for the opportunity to quote this project. If you have any questions concerning our quotation, please call our office at 716-662-7900.

Sincerely,

Douglas J Hayes
President

PO# 2310392
Acct # 4929
7/5/23

Attachment: Fluid Kinetics PDF (RES-2023-699 : Payment Authorization)

GRINDERS

****HPG Series pump should have adders applied to 35' cord versions. 20' cord versions do not allow changes****

CAT NO	ENG NO	HP	VOLT/PH	CORD	SHIP WT	PRICE
HVR100 SERIES - 20' CORD						
HVRS100A1-2	528580007	1	115/1	14/3 - float incl.	70	\$2,450
HVRS100M1-2	528580017	1	115/1	14/3	70	\$2,370
HVRS100A2-2	528580027	1	230/1	14/3 - float incl.	70	\$2,450
HVRS100M2-2	528580037	1	230/1	14/3	70	\$2,370
HPG200 SERIES - 1 1/4 VERTICAL DISCHARGE - 3450 RPM - 20' CORD						
HPG200M7-2	526030047	2	200/1	12-7	93	\$4,390
HPG200M2-2	526030007	2	230/1	12-7	93	\$4,390
HPG200M6-2	526030037	2	200/3	12-7	93	\$4,390
HPG200M3-2	526030017	2	230/3	12-7	93	\$4,390
HPG200M4-2	526033027	2	460/3	12-7	93	\$4,390
HPG200M5-2	526030027	2	575/3	12-7	93	\$4,390
HPG200 SERIES - 1 1/4 VERTICAL DISCHARGE - 3450 RPM - 35' CORD						
HPG200M7-2	526030427	2	200/1	12-7	104	\$4,580
HPG200M2-2	526030307	2	230/1	12-7	104	\$4,580
HPG200M6-2	526030397	2	200/3	12-7	104	\$4,580
HPG200M3-2	526030337	2	230/3	12-7	104	\$4,580
HPG200M4-2	526033117	2	460/3	12-7	104	\$4,580
HPG200M5-2	526030367	2	575/3	12-7	104	\$4,580
HVR200 SERIES - 20' CORD						
HVRS200A2-2	528350007	2	230/1	14/3	95	\$3,380
HVRS200M2-2	528350017	2	230/1	14/3	95	\$3,320
HVRF200A2-2	528350207	2	230/1	14/3	95	\$3,380
HVRF200M2-2	528350217	2	230/1	14/3	95	\$3,320
HVRH200A2-2	528350107	2	230/1	14/3	95	\$3,380
HVRH200M2-2	528350117	2	230/1	14/3	95	\$3,320

****HV200 Series pump should have adders applied to 35' cord versions. 20' cord versions do not allow changes****

HV200 SERIES - 20' CORD - STANDARD FLOW

Russell, Crystal

From: Douglas Hayes <dhayes@fluidkinetics.net>
Sent: Thursday, July 20, 2023 12:05 PM
To: Russell, Crystal
Subject: FW: Pump Quote
Attachments: info@fluidkinetics.net_20230628_092359.pdf

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

See below and attached. Doug

-----Original Message-----

From: Douglas Hayes
Sent: Wednesday, June 28, 2023 10:05 AM
To: Atkins, John <jatkins@amherst.ny.us>
Subject: Pump Quote

John: See attached quote and information. Different discount # for Hydromatic. Doug Douglas J Hayes Fluid Kinetics Inc
251 Thorn Avenue
PO Box 655
Orchard Park, NY 14127
716-662-7900-P
716-662-7982-F

info@fluidkinetics.net_20230628_092359;

Attachment: Fluid Kinetics PDF (RES-2023-699 : Payment Authorization)


Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Sewer/Plant 16
 Initiated by: **Jeffrey S. Burroughs**
 Co-Sponsored by:

DOC ID: 27815

RESOLUTION 2023-700

Auction of Engineering and Sewer Maintenance Surplus Equipment TOA Job No. 2023-001

The Engineering Sewer Maintenance Division is seeking to participate in the Auctions International online auction to dispose of old and surplus equipment.

The following equipment is slated for auction:

ID	Description	VIN/Serial #	Condition
1. E-86	2012 Ford F250	1FT7X2B67CEA71520	Poor

Funds from the proceeds of this auctioned vehicle are to be placed in the Sewer Maintenance operating budget - G9000.

May we please have the approval to place the above equipment in the auction and dispose of this vehicle?

FINANCIAL IMPACT:

G9000; TBD



DOC ID: 7724

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

Deborah Bruch Bucki
 Town Clerk

Meeting: 09/06/11 03:00 PM
 Department: Purchasing
 Initiated by: **Barry A. Weinstein**
ADOPTED

RESOLUTION 2011-793

Purchase of Trucks - Sewer Maintenance Department

Be it Resolved that the Town Board authorizes the purchase of two (2) 2012 Ford F250 Pickup Trucks for the Sewer Maintenance Department from Van Bortel Ford at the New York State contract price of \$23,767.68 each for a total of \$47,535.36.

FISCAL IMPACT:

G 9001 2250 \$23,767.68

G 9016 2250 \$23,767.68

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Barry A. Weinstein, Supervisor
SECONDER:	Guy R. Marlette, Deputy Supervisor
AYES:	Weinstein, Marlette, Manna, Anderson Sr., Nucherenno, Sanders

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Sewer/Plant 16
Initiated by: **Jeffrey S. Burroughs**
Co-Sponsored by:

DOC ID: 27816

RESOLUTION 2023-701

TOA Bid 2022023 Calcium Nitrate Solution, Contract Extension PVS-CDI Chemicals, Inc. CRS No. 4241

The Engineering Department, WPCF division is requesting that the Town Board authorize the Supervisor to sign the attached contract extension agreement with PVS-CDI Chemicals, Inc. The terms and conditions within Town of Amherst Bid 2022023 Calcium Nitrate Solution shall remain the same. This extension would run from September 6, 2023 through December 5, 2023.

Funds for this request are available in G9916-4800.

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

Thank you for considering this request.

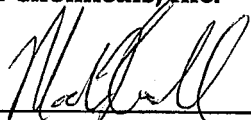
FINANCIAL IMPACT:

G9916-4800

AGREEMENT

Let this document stand as an Agreement between PVS-CDI Chemicals, Inc. and the Town of Amherst permitting the Town of Amherst to extend their existing contract with PVS-CDI Chemicals, Inc. for an additional three months. Both parties mutually agree that the terms and conditions specified in the executed contract, TOA Bid 2022023 Calcium Nitrate Solution would remain the same. The term of this contract extension will be from September 06, 2023 through December 05, 2023 and effective the date of Town Board approval by the Town of Amherst.

Agreed to and Accepted by:
PVS-CDI Chemicals, Inc.

By: 
Signature

MARK RUSSELL
Printed name

PRESIDENT
Title

Date: 7/25/23

Agreed to and Accepted by:
TOWN OF AMHERST

By: _____
Brian J. Kulpa
Supervisor

Date: _____

Attachment: Calcium Nitrate Extension Agreement (RES-2023-701 : TOA Bid 2022023 Calcium Nitrate Solution, Contract Extension)

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Youth & Recreation
Initiated by: **Mary Diana Pouli**
Co-Sponsored by:

DOC ID: 27832

RESOLUTION 2023-702

Authorization to Pay Musicians

WHEREAS, the band originally booked for the Bassett Park Summer Concert Series on August 9, 2023 cancelled on August 1, 2023 due to extended illness, and

WHEREAS, the Youth & Recreation Department had a difficult time finding a substitute band on such short notice so late in the summer concert season, and

WHEREAS, some individual members of the band may agree to play, supplemented by other musicians who are yet to be identified, and

WHEREAS, there was not time to arrange formal contracts with each musician,

NOW THEREFORE, the Amherst Town Board authorizes payments of less than \$600.00 to individual musicians for a performance on August 9, 2023, provided they each sign an indemnification agreement and provide a W9 prior to the performance, OR

The Amherst Town Board authorizes payment to a substitute band, should one be able to be found, pending successful completion of the contract routing process.

FINANCIAL IMPACT:

A 7142.4150: up to \$1,700.00



Amherst Town Board

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

15.1

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Town Clerk
DOC ID: 27845

COMMUNICATION 2023-93

Resident Correspondence

Letter from Carol Underwood regarding drain failure and flooding.

To: Amherst Town Clerk - Francina J. Spoth
 Amherst Town Supervisor - Brian Kulpa
 Amherst Highway Dept.

From: Carol J. Underwood / cju
 131 Sunset Ct.
 Amherst, NY 14228

'23 AUG 3 AM 8:27

Re: Corfu Culdesac / 131 Sunset Ct. Flooding

Date: July 29, 2023

I am writing to complain again about the drain failure of the Corfu Culdesac area adjacent to my property at 131 Sunset Court. I wrote last week regarding same issues because of the malfunctioning drain. Today I drove around the neighborhood to see if floods were occurring at Gothic Circle, Palermo Circle, Caspian Ct, Venice Culdesac, Naples, and Aegean streets but all drains were functioning properly. The only problem area was the Corfu Culdesac / Sunset Court streets where much flooding was ongoing all day long. This is the second of potentially many more times when I will provide written documentation rather than a phone call, as I have done in the past complaining about flooding of the Corfu drain area adjacent to my property at 131 Sunset Court which floods parts of my yard. I will continue sending these letters of complaint each and every time the flooding occurs. I intend to show proof of negligence on the part of whoever it is that maintains this drain and to make it impossible for the Town of Amherst to claim an "Act of God" defense. The intense storms are not considered extraordinary nor unprecedented events anymore but are happening more and more frequently throughout the summer months, and the Corfu drain and possibly the underlying pipes must be permanently repaired or replaced post-haste because superficial fixes will simply not suffice.

Attachment: DOC080323-08032023092122 (COM-2023-93 : Resident Correspondence)



Amherst Town Board

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

15.2

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Town Clerk
DOC ID: 27795

COMMUNICATION 2023-94

**Notice of Claim: Josephine Swanson Vs. Town of Amherst Et
Al.**

STATE OF NEW YORK

JOSEPHINE SWANSON

Claimant,

-VS-

NOTICE OF CLAIM

CONNIE SCHWEITZER
158 Mill Street
Williamsville, NY 14221

TOWN OF AMHERST
5583 Main St.
Williamsville, NY, 14221

VILLAGE OF WILLIAMSVILLE
5565 Main Street
Williamsville, NY 14221

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

COUNTY OF ERIE
95 Franklin Street, Room 1634
Buffalo, NY 14202

ERIE COUNTY SEWER AUTHORITY
A DIVISION OF THE COUNTY OF ERIE
95 Franklin Street, Room 1634
Buffalo, NY 14202

ERIE COUNTY DIVISION OF SEWERAGE MANAGEMENT
A DIVISION OF THE COUNTY OF ERIE
95 Franklin Street, Room 1634
Buffalo, NY 14202

'23 JUL 24 PM2:06

Attachment: DOC072423-07242023143636 (COM-2023-94 : Notice of Claim: Josephine Swanson Vs. Town of Amherst Et Al.)

ERIE COUNTY SEWER DISTRICT NO. 5
 A DIVISION OF THE COUNTY OF ERIE
 95 Franklin Street, Room 1634
 Buffalo, NY 14202

Respondents.

TO:

1. The name and address of **Claimant** is:

JOSEPHINE SWANSON

2. The **Claimant** is represented herein by:

Shaw & Shaw, P.C.
 Blake Zaccagnino, Esq., of counsel
 4819 South Park Avenue
 Hamburg, NY 14075

LEGAL THEORY/CAUSE OF ACTION CLAIMED:

3. This is a claim founded in negligence, and is for personal injuries.

4. This is a claim for money damages for personal injuries sustained by the Claimant, when she was caused to fall on the property and premises and, more specifically, on the sidewalk adjacent to/abutting 158 Mill Street, Williamsville, NY 14221.

Upon information and belief, that property was under the possession, control and ownership of the Respondents.

Upon further information and belief, the Respondents caused and created a dangerous condition, that they had actual and constructive notice of, and failed to take corrective action prior to this incident, resulting in the accident and the Claimant's serious injuries.

TIME AND LOCATION AND MANNER IN WHICH THE CLAIM AROSE:

5. The time when the claim arose and the time when injuries and damages herein alleged were sustained was on or about July 14, 2023 at approximately 11:10PM.

NATURE AND BASIS FOR THIS CLAIM:

6. Attached as **Exhibit A**, please find a real property parcel search and deed of the adjacent/abutting property where the incident took place.

The same indicates that the property is located in the Town of Amherst and Village of Williamsville.

Same indicates that the residence is owned by CONNIE SCHWEITZER.

7. As the Claimant walked on the sidewalk mentioned above, she was caused to trip and fall over a dangerous condition on the sidewalk. More specifically, the sidewalk was not level, not even, was lifted, including but not limited to, had a dangerous raised lip on it.

When she fell, she came into contact with the ground, seriously injuring herself.

Attached as **Exhibit B**, please find photographs of the dangerous conditions that caused the Claimant's fall. Please note the ERIE COUNTY WATER AUTHORITY flag shown in the photos, at or near the dangerous condition that caused Claimant's fall.

8. At the time of her fall, the Claimant was with John Swanson. He witnessed the fall. The Claimant has all of his contact information which she is willing to provide to the Respondents on request.

LEGAL THEORY/CAUSE OF ACTION CLAIMED:

9. The above mentioned incident and the injuries and damages occurring therefrom occurred by reason of the fault, neglect, and carelessness of the Respondents, their agents, servants, and/or employees. The negligence of the Respondents, their agents, servants and/or employees includes but is not limited to:

The Respondents' negligence included but was not limited to the following:

- Failure to properly, adequately, and safely maintain the aforesaid premises;
- In failing to repair, keep safe, and maintain the sidewalk where the incident took place;
- Failure to properly and adequately supervise and control the area where the Claimant fell on the date of the incident;
- Carelessly and negligently designing the area on said premises where the incident occurred;
- Failure to take the necessary steps to correct un-level sidewalks, uneven sidewalks, including but not limited to sidewalks with a dangerous raised lips on them;

- Failure to give attention to uneven and unlevel raised sidewalk surfaces;
- Failure to take the necessary steps and make the necessary observations, which, if taken or made, would have avoided the said incident;
- Failing to act reasonable under the circumstances;
- Failing to take precautionary measures to the protect the Claimant from the incident after weighing the probability and gravity of the harm against the burden of precaution;
- Failing to take precautionary measures to the protect the Claimant from the incident when they had ownership, occupancy, control, and or special use of the property on the date of the fall;
- The Respondents' negligence was the proximate cause of the Claimant's fall and serious injuries;
- The Respondents' negligence was a substantial factor in bringing about the Claimant's injuries in that a reasonable person would regard it as a cause of her injuries;

- They failed in their duty to use reasonable care to keep their property in a reasonably safe condition for the protection of the Claimant whose presence was reasonably foreseeable on the date of the fall;
- The Respondents created the condition that caused the Claimant 's fall; and had actual and constructive notice of it;
- The Respondents either knew, or in the use of reasonable care, should have known that the condition that caused the Claimant's fall long enough before the fall to have allowed them, in the use of reasonable care to correct it or to take other suitable precautions, but they failed to do so;
- The Respondents failed to warn the Claimant about the dangerous condition before her fall;
- in having prior written notice of the dangerous sidewalk conditions shown herein, and in failing to timely fix/repair it (pursuant to, including but not limited to Town Law Section 65-a);
- in prior negligent maintenance/repair of the sidewalk conditions where this incident took place, immediately resulting in the dangerous conditions described herein;

- in affirmatively creating the dangerous conditions described herein through an act of negligence;
- in having special use of location where this incident took place, and the location of the incident, that resulted in a special benefit to the Respondents;
- causing/allowing the dangerous condition to have jagged edges, a rough irregular surface, poor lighting, to have the presence of other defects in the vicinity, to be irregular, the dangerous condition was located in an area where people are naturally distracted from looking down at their feet, and the surrounding circumstances and dangerous condition increased the risk of people, such as the Claimant, falling;
- in failing to warn of the dangerous conditions described herein;
- causing/allowing the intrinsic characteristics of sidewalk in question to be such that it was difficult for pedestrians to see and identify and to traverse safely on foot; including but not limited to,
- that the Respondents, its agents, servants and/or employees were otherwise careless and negligent.

DAMAGES CLAIMED:

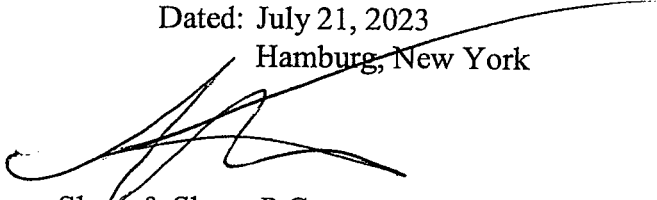
10. By reason of the aforesaid occurrence, the Claimant sustained severe, painful and permanent injuries in and about her body, including, but not limited to, facial lacerations, facial bruising, possible future scarring, head trauma, facial trauma, all of which were and are severe, painful and permanent in nature including, shock to the nerves and nervous system, circulatory system, traumatic injuries to nerves, tendons and muscular system with resultant impairment and/or loss of use of normal functions; was otherwise rendered sick, sore, lame and disabled and prevented her from performing her usual activities for a period of time subsequent to this incident, and has incurred, and may suffer and sustain loss of earnings and/or loss of future earning potential and/or capacity; has caused, or may incur, hospital expenses, medical expenses, physical therapy and/or rehabilitation and counseling expenses and/or other similar types of expenses as to past, present or future, as would relate to the care, treatment and attempted cure of the injuries sustained and/or the residual effects thereof; has been deprived of the ability to enjoy the life and lifestyle that she was able to participate in and enjoy prior to the happening of this incident, and has been caused to suffer emotional upset, anxiety and depression as a result of the pain and suffering associated with the injuries as to the past, present and, upon information and belief, into the future; and together with any other special and general damages as may manifest themselves subsequent to the date of this Notice of Claim. Attached as **Exhibit C**, please find photos of some of the Claimant's injuries.

11. The Claimant also makes a claim for any and all medical expenses incurred as to her care, treatment and attempted cure of the injuries sustain and/or the residual effects of the same herein as to the past, present, and or future.

WHEREFORE, Claimant respectfully prays and requests that these claims as set forth herein be paid and allowed by the **Respondents**.

Dated: July 21, 2023

Hamburg, New York



Shaw & Shaw, P.C.
Blake Zaccagnino, Esq., of counsel
Attorneys for Claimant
Office and Post Office Address
4819 South Park Avenue
Hamburg, New York 14075
(716) 648-3020 Telephone
(716) 648-3730 Fax
www.shawlawpc.com



Amherst Town Board

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

15.3

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Town Clerk
DOC ID: 27824

COMMUNICATION 2023-95

Second Notice of Claim: Lee Fang Vs. Town of Amherst

SUPREME COURT OF STATE OF NEW YORK
COUNTY OF ERIE

Lee Fang,)	
)	
Claimant,)	
)	
- Against -) ss.:	SECOND NOTICE OF CLAIM
)	- A Letter to Town Attorney
)	Mr. Martin A. Polowy
Town of Amherst)	
)	
Respondent.)	

Dear Mr. Polowy,

Attached please find the copy of verified Notice Of Claim served upon Town of Amherst (hereafter referred to as Town) on June 30, 2023.

If the Town intends to request a §50-h hearing, please kindly arranged a virtual meeting such as a Zoom Meeting. For your convenience, below is a list of dates for you to choose from: 8/8, 8/9, 8/10, 8/11, 8/15, 8/16, 8/17 and 8/18 of 2023, between 9am-12pm and 1pm-4pm.

If the Town has no such intention, please so advise accordingly.

Please be advised that, as described in the Notice Of Claim, the damages of (a) 4.5-inch drop of the driveway entrance, (b) ponding runoff water in front of the driveway apron after rains and (c) excessive 9-inch high curbs on each side of the driveway apron have rendered the entrance of my driveway unsafe since August of 2020. Therefore, we have been living in an unsafe situation day in and day out for three years.

Because both pavement and curbs are owned by the Town, it is Town's sole right and responsibility to remediate the unsafe conditions caused by construction errors and Amherst Highway Department's erroneous and self-conflicting "Curb Cut and Driveway Apron Specification." The said remediation is long overdue.

Please be further advised that Town shall take any and all corrective action with respect thereto as soon as practical, pursuant to Amherst Town Code §139-2.

Please review this matter and I look forward to hearing from you.

Sincerely,

Dated this 31st day of July, 2023

Lee Fang, Pro Se

Claimant

23 JUL 31 PM 3:35



Amherst Town Board

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

Francina J. Spoth
 Town Clerk

Meeting: 08/07/23 03:00 PM
 Department: Town Clerk
 DOC ID: 27836

COMMUNICATION 2023-96

Notices of Petition to Review Tax Assessments

The following Notices of Petition to Review Tax Assessments were received at the Town Clerk's office:

Amherst II VF LLC
 Rite Aid Corporation
 Rite Aid Corporation
 KeyBank National Association
 9300 Transit LLC
 9300 Transit LLC & CVS Albany, LLC
 James Place Inc.
 Board of Managers, Patios at Windstone Condominium
 Reist Street Holdings LP
 Brompton Heights Inc
 Board Managers, Townhomes at Windstone Condominium
 Board Managers, Villas at Windstone Condominium
 Michael R. Nazareth
 Salem Buffalo LLC
 Dent Tower aka Sheridan Equity Partners I LLC
 Sheridan Properties I LLC aka 4020 Sheridan Dr
 Amherst Properties LLC
 Devere Mortgage Corp. d/b/a Hunt Mortgage
 JRT Singh Properties LLC
 Hawley Development Corp
 Brassel-Cutaia Building Partnership
 Holly's Vineyard Inc.
 Delta-Sonic Carwash Systems Inc.
 95 NYRPT, LLC
 Maptran, LLC
 1401 NFB, LLC
 570 DAB 3, LLC
 570 DAB 59, LLC
 7470 Transit, LLC
 Benderson, LLC
 Sheridev, LLC
 570 Associates XVII, LLC
 570 DAB 58, LLC
 93 NYRPT, LLC
 570 DAB 38, LLC
 M/F Associates, LLC
 Carmax Auto Superstores Inc.
 West Herr Acquisitions LLC, Main Will LLC & 3925 WH Road LLC
 Transit Valley Country Club Inc.
 200 Bassett Road, LLC
 New Carborundum Corporation and Saint-Gobain Ceramics & Plastics Inc.
 Alman Company LLC, Maple Development Associates LLC & ACG Maple Development Associates LP

Raasch Family Trust c/o Dollar General
Bruin 2000, LLC c/o CVS Pharmacies #00762-02
JPH Properties c/o SCI Funeral Services #1721
Northtown Property Owner LLC
R&F Amherst, LLC
Amelia J. Habib
335GB LLC
Centerpointe Corporate Park Partnership 350 LP, 375 Centerpointe Corporate Park LLC, 400
Centerpointe Corporate Park LLC, 40 John Glen Drive Associates, 6390 Main Street LLC,
Village Park Associates LLC & Sweethome Commerce Park Associates LLC

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27814

RESOLUTION 2023-703**PIP 3018 - North Maplemere Extension - Waterline**

This is to certify that the referenced waterline construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of \$29,090.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

FINANCIAL IMPACT:

n/a

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27817

RESOLUTION 2023-704**PIP 3107 - N. Maplemere Extension - Sanitary**

This is to certify that the referenced sanitary sewer construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of \$50,250.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

FINANCIAL IMPACT:

n/a

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27818

RESOLUTION 2023-705**PIP 3109 - N. Maplemere Extension - Storm**

This is to certify that the referenced storm sewer construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of \$18,550.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

FINANCIAL IMPACT:

n/a

**Amherst Town Board**

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

Francina J. Spoth
Town Clerk

Meeting: 08/07/23 03:00 PM
Department: Engineering Services
Initiated by: **Brian J. Armstrong**
Co-Sponsored by:

DOC ID: 27819

RESOLUTION 2023-706**PIP 3110 - N. Maplemere Extension - Paving & Curbing**

This is to certify that the referenced pavement and curbing construction has been completed in accordance with plans and specifications, and we recommend that the same be accepted.

A Maintenance Bond for a period of two (2) years in the amount of \$163,312.00, representing 25% of the cost of construction has been forwarded to the Town Clerk.

FINANCIAL IMPACT:

n/a