1. Roll Call

TOWN BOARD MEMBERS PRESENT:

James M. Shaw Supervisor
Elizabeth Farrell Councilwoman
Michael Petrie Councilman

ALSO PRESENT: Catherin Rybczynski, Town Clerk; Kenneth Farrell, Deputy Town Attorney; Jim Koch, Police Captain; Jerry Giglio, Traffic Safety Coordinator and Health and Safety Coordinator; Pat Ryan, Director of Buildings and Grounds; Michael Quinn, Engineering Consultant; Alissa Pielaszkiewicz, Personnel Clerk; Christopher Hull, Director of Community Development; Roger Gibson; Supervising Code Enforcement Officer; Martin Denecke, Director of Recreation, Senior and Youth Services; Jennifer Roberston, Information Technology Department

2. Pledge of Allegiance

3. Approval of Town Board Minutes

RESOLVED, the Town Board adopt the minutes of the following meetings:

06/24/2019 Work Session
06/24/2019 Town Board Meeting

Moved: Best

On a motion of Councilman Petrie, seconded by Councilman Farrell, the following resolution was
ADOPTEDAyes 3 Farrell, Petrie, Shaw
Nays 0
Abstain 0

4. SASI Summer Youth Interns

Be is resolved the Town Board authorize the Department of Youth, Recreation and Senior Services to accept paid summer youth (16-21 Years) interns from Suburban Adult Services Inc. (SASI).

This supported employment program will have Job Developers from SASI visit regularly for added supervision. SASI will also provide Liability Insurance for the duration of the program.

Moved: Mosey

On a motion of Councilman Farrell, seconded by Supervisor Shaw, the following resolution was
ADOPTEDAyes 3 Farrell, Petrie, Shaw
Nays 0
5. Youth-Rec-Sr PAF

BE IT RESOLVED, that the Town Board approve the termination and hiring of personnel for the Youth, Recreation and Senior Services Dept. as follows:

MOVED: Mosey

On a motion of Supervisor Shaw, seconded by Councilman Petrie, the following resolution was

ADOPTED: Ayes 3 Farrell, Petrie, Shaw
Nays 0
Abstain 0

6. PAF- Buildings and Grounds

BE IT RESOLVED, that the Town Board approve the hiring and termination of the following personnel in the Buildings & Grounds Department,

Moved: Farrell

On a motion of Councilman Farrell, seconded by Councilman Petrie, the following resolution was

ADOPTED: Ayes 3 Farrell, Petrie, Shaw
Nays 0
Abstain 0

7. New Hire - Court Officer

Be it Resolved, that the Town Board approve on the recommendation of Town Justice Gerald P. Gorman and Town Justice Carl W. Morgan along with Brigid Lavelle, Court Administrator, to hire Brett Curtin to the part-time position of Court Officer, with a start date of Thursday, July 11, 2019, salary is $20.00 per hour.

Moved: Best

On a motion of Supervisor Shaw, seconded by Councilman Petrie, the following resolution was

ADOPTED: Ayes 3 Farrell, Petrie, Shaw
Nays 0
Abstain 0

8. Sale of Motorcycle

RESOLVED, the Town Board authorize the Police Department to sell a used 2009 Harley Davidson motorcycle to Buffalo Harley-Davidson in Orchard Park, NY, for $6,000.00. The trade in value of the motorcycle is $6,070.00. The estimated retail value is $8,315.00. If the
motorcycle was sold retail by the Police Department, special equipment would have to be removed and the motorcycle would have to be repainted to remove all of the Police markings. The cost of this would be approximately $1400.00. In addition, the equipment that will be removed can be resold for an estimated $850.00. Buffalo Harley-Davidson would absorb the costs of removing the equipment and painting the motorcycle if they were to purchase the vehicle. The net result is that by selling the motorcycle to Buffalo Harley-Davidson, the Town is receiving fair market value for it's property.

Attached is supporting documentation from Buffalo Harley-Davidson and the trade in and retail estimates.

Moved: Best

**On a motion of Councilman Farrell, seconded by Councilman Petrie, the following resolution was ADOPTED**

Ayes 3 
Farrell, Petrie, Shaw
Nays 0
Abstain 0

9. Housing Counseling Contract

WHEREAS, the Town has received federal funding under the Housing and Community Development Act of 1974, as amended, and

WHEREAS, one of the purposes of said act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which is essential for a sound community development strategy, and

WHEREAS, the provision of “comprehensive” housing and financial counseling services for low and moderate income residents of the Town of Hamburg would constitute a continuation of the quantity and quality of community services consistent with the purpose of the Housing and Community Development Act of 1974, as amended, and

WHEREAS, the Department of Community Development was authorized to release an RFP for these services on December 10, 2018 and subsequently opened and reviewed the RFP’s as scheduled on January 4, 2019 at 11:00am.

NOW THEREFORE BE IT RESOLVED that the Hamburg Town Board authorizes the Department of Community Development to execute a two year contract by and between itself and Belmont Housing Resources for WNY to provide “Comprehensive Housing & Financial Counseling Services” for residents of the Town of Hamburg, including the Villages of Blasdell and Hamburg. The contract period shall run from April 1, 2019 through to March 31, 2021. Funding in the amount of $12,500.00 for each year of the contract is available in account CD 8686.350 and LISC Grant funding.

MOVED: SHAW

**On a motion of Supervisor Shaw, seconded by Councilman Farrell, the following resolution was ADOPTED**

Ayes 3 
Farrell, Petrie, Shaw
Nays 0
10. Erie County Funding

WHEREAS, Hamburg Community Development was again awarded 2019 Erie County Legislative funding in the amount of $3,000 via Erie County Legislator Lynne Dixon for the specific purpose of providing Public Benefit Funding.
WHEREAS, Hamburg Community Development plans to utilize this 2019 funding for the following two purposes:
A) Further ADA Training for Town of Hamburg Employees ($1,500.00)
B) Erie County Fair Housing Partnership ($1,500.00)

NOW THEREFORE BE IT RESOLVED that the Hamburg Town Board authorizes Hamburg Community Development to enter into a Public Benefit Funding contract with Erie County in the amount of $3,000 for the purpose of providing further ADA training for the Town of Hamburg employees and for the Erie County Fair Housing Partnership.

BE IT FURTHER RESOLVED THAT the Town of Hamburg expand its current contract with Disability Awareness Training “DAT” to include this new Public Benefit Funding so as to further the Town of Hamburg’s commitment to ADA compliance.

MOVED SHAW

On a motion of Supervisor Shaw, seconded by Councilman Farrell, the following resolution was
ADOPTED
Ayes 3 Farrell, Petrie, Shaw
Nays 0
Abstain 0

11. Remove Resolution #26 from the Table of Meeting 6-24-19

BE IT RESOLVED, that the Town Board hereby remove from the tabled Resolution #26 from the Town Board meeting minutes of June 24th, 2019

Moved: Farrell

On a motion of Councilman Farrell, seconded by Supervisor Shaw, the following resolution was
ADOPTED
Ayes 3 Farrell, Petrie, Shaw
Nays 0
Abstain 0

Item Amended:

After this agenda item has been approved to be removed from the table, a second motion to withdraw Resolution #26 in its entirety was moved by Councilwoman Farrell.

Second by: Supervisor Shaw

Approved by the Town Board:
12. St. Francis Park Pool Agreement Resolution-7/8/19

Whereas the Town Board recognizes the importance of therapeutic pool services for our residents, particularly our Senior Citizens, and other pool programming including classes for our youngest residents and,

Whereas the Town Board acknowledges it is committed to maintaining these programs and continue utilization of the existing pool facility at the Iris Center, the Town also seeks opportunities to enhance services provided to residents through collaborative agreements and partnerships with other facilities in the town and,

Whereas, an opportunity for an agreement with St. Francis Park to utilize their pool to supplement the Town's therapeutic pool programming needs has been vetted and reviewed with a representation of current participants and,

Whereas, an agreement has been drafted and reviewed by the legal departments for both the Town of Hamburg and St. Francis Park, and the Supervisor of the Town of Hamburg, and all concerns addressed and,

Whereas, the agreement does not entail a cost to the Town and,

Whereas the agreement has been outlined and reviewed with the Town Board at the July 8, 2019 meeting,

Therefore Be It Resolved that the Hamburg Town Board authorize the Supervisor to sign the agreement with St. Francis Park, and for the Director of Youth, Recreation, and Senior Services to initiate a plan for incorporating utilization of the pool facility at St. Francis Park into current programming.

Moved: Farrell

On a motion of Councilman Farrell, seconded by Councilman Petrie, the following resolution was ADOPTED

Ayes 3 Farrell, Petrie, Shaw
Nays 0
Abstain 0

13. Approval to renew Agreement with Prospect Lawn Cemetery

WHEREAS, PROSPECT LAWN CEMETERY ASSOCIATION, INC. presently operates the Prospect Lawn Cemetery located on 6561 Gowanda State Road, Town of Hamburg, and

WHEREAS, the Town of Hamburg recognizes the benefits provided to Town residents by the Prospect Lawn Cemetery Association, Inc.; and

WHEREAS, General Municipal Law §165-a provides that "Any municipal corporation may appropriate and provide funding to a public cemetery corporation as defined in article fifteen of the not-for-profit corporation law. In lieu of or in addition to providing funding to a public cemetery corporation, any municipal corporation may provide goods and/or services to a
public cemetery corporation as defined in article fifteen of the not-for-profit corporation law; and

WHEREAS the Town is willing to assist Prospect Lawn to see these programs continue;

NOW THEREFORE BE IT RESOLVED that the Town of Hamburg renew the Agreement with Prospect Lawn Cemetery Association to provide services, and funding in monthly installments of $1,500.00 commencing on September 1, 2019 through August 31, 2020. The agreement shall terminate on August 31, 2020, unless a successor agreement is made and executed before the termination date.

MOVED: SHAW

On a motion of Supervisor Shaw, seconded by Councilman Petrie, the following resolution was

ADOPTED Ayes 3 Farrell, Petrie, Shaw
Nays 0
Abstain 0

14. Audit of Cash Disbursements
On a motion of Supervisor Shaw, seconded by Councilman Farrell, the following resolution was
ADOPTED  Ayes 3  Farrell, Petrie, Shaw
Nays 0
Abstain 0

15.  Business from the Floor
a. Reports from Department Heads

Marty Denecke - Summer programs are off and running for the year.

Chris Hull - Working on receiving 2019 Federal Funding

Kenneth Farrell - Discussed source of income issues for Affordable Housing with Christopher Hull

Catherine Rybczynski - Town and County 2019 tax collection has been completed. Roll has been sent to Erie County. Preparation for School 2019 tax collection will begin soon.

b. Reports from the Floor

Joe Kilian - The Seaway Trail Committee thanks the Town for the assistance with anchoring the Adirondack Chairs. Joe would like an update on the maintenance of the grounds around these chairs. Supervisor Shaw will discuss with Joe Kilian and Pat Ryan after the meeting. Joe Kilian asked for an update on the Historical Preservation Committee. Supervisor Shaw advises that he is not aware of any update.

Resident asked for the length of the contract with St. Francis Park Pool. Supervisor Shaw and Councilwoman Farrell advise that Hamburg can give a 30 day notice but the contract will go year-to-year with an auto-renewal each year without any changes. Resident also wants to know if the contract will be available to public. Supervisor Shaw will have the contract terms on the website. Marty Denecke will assist with informing the public about this agreement with St. Francis Park.

Robert Sedia - Spoke concerning the Cell Tower proposed on McKinley Rd.

Resident asked for the ruling body over a proposed sign at Hamburg Fairgrounds. Supervisor Shaw advised that this application required a variance which goes to the Zoning Board of Appeals.

c. Reports from the Town Board

Councilwoman Farrell would like observe the Rejuvenation Committee in attendance at the meeting to remind that the Blast on the Beach is Saturday July 27. Councilwoman Farrell thanks the Rejuvenation Committee for all their work on this great public event. Councilwoman Farrell thanks Marty Denecke, Rick Nowak and the residents that attended the meeting concerning the St. Francis Park Pool.

Councilman Petrie would like to thank Pat Ryan and the staff of Building and Grounds for starting work at the playgrounds in anticipation of the future projects.
16. Meeting is adjourned by Supervisor

On a motion of Supervisor Shaw, seconded by Councilman Petrie, the following resolution was
ADOPTED  Ayes 3  Farrell, Petrie, Shaw
Nays 0
Abstain 0

7:25

Open Meetings Law, Public Officers Law, Article 7, §106. Minutes.
Minutes shall be taken at all open meetings of a public body which shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon. These minutes are an unofficial copy unless the original signature of the Town Clerk is affixed below. The original official paper minutes are stored in the Town’s vault.

Catherine A. Rybczynski R.M.C
Town Clerk

a. RFP
Welcome to the SASI Steps to Employment Program. We are looking for employers that will accept students ages 16-21 for internships from July 8-August 23, 2019. Wages will be paid by NYS and liability is covered by SASI Inc. Students will have job developers to come to the worksite to follow up on job duties and answer questions/address employers concerns. To learn more about how you can help students in your community by offering an internship opportunity contact Chaunci Hinton Coordinator of Supported Employment at SASI 716-674-6582 ext. 720 or via email at Chaunci.Hinton@sasinc.org
I request that a Town Board Resolution be adopted approving the following personnel action:

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<th>#</th>
<th>Emp #</th>
<th>Employee Name</th>
<th>N or R</th>
<th>Position</th>
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<th>Termination Date</th>
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TOWN OF HAMBURG - PERSONNEL ACTION FORM

Date of Request

Department Head Signature

Supervisor Signature

TOWN BOARD MEETING OF: July 8, 2019

I request that a Town Board Resolution be adopted approving the following personnel action:

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<th>N or R</th>
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<th>Full time hrly rate</th>
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<th>N or R</th>
<th>Position</th>
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<th>Full time</th>
<th>PT/Sea/temp</th>
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<td>Brett Curtin</td>
<td>N</td>
<td>Court Officer</td>
<td>7/11/2019</td>
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<td>$20.00</td>
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Buffalo Harley-Davidson would purchase the 2009 FLHP Harley-Davidson for $6,000. This would include our cost of removing and returning all associated police equipment on the motorcycle. (lighting, speed monitoring equipment, sirens ect.)

Currently the Kelly Blue Book trade in value is listed as 6,070 with a retail of 8,315.

Some of the costs we would be incurring are approximately $1,000 in labor to remove all equipment and approximately $2,000 in “demarking and painting” to make vehicle available for us to sell.

John Brinkworth Jr  
Vice President
Your 2009 Harley-Davidson FLHP Road King Police Values

Trade-In Value

$6,070

In Good Condition with typical mileage

When trading in at a dealership

Standard engine specs: 2-Cylinders, 4-Stroke, 1690cc

View Options

Shop for Your Next Motorcycle

Shop for a Car or Truck

Sedan

SUV

Crossover

Luxury

Truck

Van/Minivan

Hybrid

Electric

Coupe

Hatchback

Wagon

Convertible

Recommended For You

GEICO

Save on Motorcycle Insurance

Get a free insurance quote today and see how much you can save.

Your 2009 Harley-Davidson FLHP Road King Police Values

<table>
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<tr>
<th>Trade-In Value</th>
<th>Typical Listing Price</th>
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In Good Condition with typical mileage
When purchasing from a dealer

Standard engine specs: 2-Cylinders, 4-Stroke, 1690cc
View Options

Shop for Your Next Motorcycle

Shop for a Car or Truck

Sedan

SUV

Crossover

Luxury

Truck

Van/Minivan

Hybrid

Electric

Coupé

Hatchback

Wagon

Convertible

Recommended For You

GEICO

Save on Motorcycle Insurance

Get a free insurance quote today and see how much you can save.
AGREEMENT

THIS AGREEMENT, entered into this 1st day of April, 2019, between the Town of Hamburg, a municipal corporation of the State of New York, with principal offices located at 6100 South Park Ave, Hamburg, New York 14075, (hereinafter referred to as the “Town”) and Belmont Housing Resources for WNY, Inc., a private not-for-profit corporation incorporated under the laws of New York State, with its principal office for the transaction of business located at 1195 Main Street, Buffalo, New York 14209, (hereinafter referred to as, "Belmont")

WITNESSETH

WHEREAS, the Town of Hamburg receives federal funding under the Housing and Community Development Act of 1974, as amended, for which one of the purposes of said act is to expand and improve the quality and quantity of community services, principally for persons of low and moderate income, which is essential for a sound community development strategy, and

WHEREAS, the provision of “comprehensive” housing and financial counseling services for low and moderate income residents of the Town of Hamburg would constitute both a continuation and an expansion of community services and technical assistance consistent with the purpose of the Housing and Community Development Act of 1974, as amended, and

WHEREAS, the Town of Hamburg Department of Community Development is desirous of continuing its Comprehensive Housing and Financial Counseling Services contract with Belmont Housing Resources for WNY, and

WHEREAS, based upon the Request for Proposals submitted earlier in 2019, each party has agreed to execute a two year contract from April 1, 2019 through to March 31, 2021.

NOW THEREFORE BE IT RESOLVED that the Hamburg Town Board authorizes the Department of Community Development to execute the contract extension by and between itself and Belmont Housing Resources for WNY to provide “Comprehensive Housing & Financial Counseling Services” for residents of the Town of Hamburg, inclusive of the Villages of Blasdell and Hamburg. This contract period shall run from April 1, 2019 through to March 31, 2021. Funding in the amount of $12,500.00 for each year of the contract is available in CD 8686.350 – Administration, the Program Income Account, and the remaining LISC Grant awarded to the Town of Hamburg.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto, as follows:

I) (a) “Town” shall mean the Town of Hamburg.
(b) “Belmont” shall mean the Belmont Housing Resources for WNY.

II) The following exhibits are attached to this Agreement and made a part hereof:

(a) Exhibit "A" - Scope of Services
(b) Exhibit "B" - Funding
(c) Exhibits "C" - Service Area Communities & “D” - Insurance Requirements
(d) Exhibit "E" - Statement of Compliance

III) Belmont, for consideration herein provided, shall perform the services as described in Exhibit "A" attached hereto and made a part hereof.
IV) The Town agrees to pay to Belmont the fee schedule as outlined in Exhibit “B” Funding, for said services provided. All services rendered under the terms of this Agreement shall be performed in a manner satisfactory to the Director of Community Development and/or the Supervisor for the Town of Hamburg or their designee(s).

V) Payment for services rendered herein shall be made pursuant to the terms of Exhibit “B” Funding, upon the presentation of invoices by Belmont in a form satisfactory to the Town.

VI) Belmont shall, prior to execution of this agreement, provide to the Town certificates of insurance evidencing compliance with the provisions of Exhibit "D" attached hereto and incorporated herein. Belmont agrees to defend, indemnify and hold-harmless the Town from and against all claims, liability and damages resulting from or arising out of the performance by Belmont of the terms and conditions of this Agreement.

VII) Belmont agrees that it shall keep and maintain separate books of account and records concerning all costs incurred in the performance of this Agreement, and that it shall have available for audit and inspection by the Town or by Authorized representatives of the federal government, all Belmont's facilities, books and other financial and statistical data as they relate to the application, acceptance and use of federal funds for this federally-assisted program. The Town and Belmont agree to comply with the regulations, policies, guidelines and requirements of the Office of Management and Budget, as they relate to the application, acceptance and use of federal funds for this federally-assisted program.

VIII) The terms and conditions of this Agreement are to be compiled with in the manner not inconsistent with federal, state or local law, including, but not limited to the applicable provisions of the Community Development Block Grant program.

IX) This agreement shall be valid only upon receipt of the funds made available to the Town pursuant to its 2019 and 2020 program year applications under Title I of the Housing and Community Development Act of 1974, as amended.

X) This Agreement or any right, or interest herein shall not be assigned, transferred, conveyed, sublet or otherwise disposed of without the previous written consent of the Town.

XI) This Agreement shall be considered in effect from April 1, 2019 to March 31, 2021, inclusive.

XII) Belmont shall be fully accountable for its performance under this contract and agrees for itself and its officers to answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission in connection therewith if called before any judicial, county, state or federal agency empowered to investigate the contract or its performance.

XIII) Consistent with Belmont’s status as an independent contractor, the Town shall not be responsible for worker compensation benefits, social security coverage or unemployment insurance benefits with respect to Belmont or its employees.
IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed as of the day and year first written above.

Town of Hamburg

By: _____________________________

James M. Shaw; Supervisor

Belmont Housing Resources for WNY

By: _____________________________

President/Chairman

STATE OF NEW YORK)
COUNTY OF ERIE)             SS:

On the          day of                     , in the year  2019 , before me, the undersigned, a notary public in and for said state, personally appeared James M. Shaw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

______________________________
Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE)             SS:

On the          day of                  , in the year  2019 , before me, the undersigned, a notary public in and for said state, personally appeared __________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

______________________________
Notary Public
EXHIBIT “A”
SCOPES OF SERVICES

Belmont Housing Resources for WNY (Belmont) will provide comprehensive counseling services for individuals, families and groups within the Town of Hamburg. Furthermore, at any time during this contract period, the “Town” can/shall directly refer specific clients (individuals, families, groups) from its programs to “Belmont” for particular counseling services throughout this two year contract period based upon the following Scope of Services.

I) Detailed Counseling Services:

For the purpose of this two year contract, the following services shall be provided for Town of Hamburg residents for the following services, including but not limited to:

A) Financial Management:
   1) Purchasing a home (new or existing).
   2) Post-purchase: Preparing bankruptcy, foreclosures, etc.
   3) Rental of housing: Section 8 vouchers or any rental issues.
   4) Housing Choice Assistance (Moving assistance and CHC assistance).

B) Credit Counseling:

C) Debt Counseling:

D) Budget Counseling:

F) Foreclosure Prevention as assigned by the Town.

II) Rental Procedures:

A) Basic issues to be covered by completing one public presentation per contract year and also specific individual counseling.

   1) Topics including but not limited to: Fair Housing; Discrimination; Voucher Assistance Programs; Mobile Home Lot Rents; Mobile Home Tenant Rights; Landlord Rights; Tenant Rights; etc.

III) Purchase Procedures:

A) Basic issues to be covered by completing one public presentation per contract year and also specific individual counseling.

   1) Topics including but not limited to: Realtors, Credit Reports, Financial Institutions, Attorneys, Home Maintenance, Finances, Budgeting, Grant Programs (specifically Hamburg’s program) and other grant program information that may assist our clients. For the Town of Hamburg’s housing programs, a supply of program brochures and program applications will be made available for use at the presentations.

   a) Hamburg will still require “Certificates of Completion” for clients of our First Time Homebuyer Grant program.

IV) Other Areas:

A) Basic issues to be covered by Belmont to include:

   1) Topics including but not limited to:

   a) Predatory Lending: (Home equity lines of credit that allow 125% of home value, home improvement loans with extremely high interest rates
b) Relief measures for Mortgagors, Credit Agencies, Legal Information plus referrals to other related/pertinent community resources.

c) Foreclosure Counseling; which shall include:

i) Budget and credit review for loan modifications.
ii) Identifying benefits that persons/families may qualify for.
iii) Assist in gathering required documents, completing loss mitigation applications as well as contacting lenders for assistance.
iv) Review any negotiation with persons/families and assist with execution/notarization of any agreement; if required, assist with exit strategy, which may include sale, short sale, deed in lieu of foreclosure, plus locating affordable rental opportunities.

V) Screening of each participant(s)/client(s):

All clients utilizing the program shall have a “Program Participation Form” and/or a “Project Control Form”. This will include a specific listing of each client utilizing the services under this contract. The minimal amount of information required shall be the following: Name, Address, Phone Number, Age and Race for each program service area utilized. This list shall be kept within a separate file which can be reviewed by the town or agencies of the towns choosing such as: HUD or other federal agencies, state agencies or local town auditors. (At the end of each contract year, March 31\textsuperscript{st}, the listing of the specific clients assisted shall be forwarded to the Department of Community Development for use with the CAPER Report required by HUD and for Consolidated Plan use in determining further counseling efforts. (These copies shall be utilized for in-house procedures only and kept for the sole purpose of ensuring compliance with federal/state regulations. All forms are considered confidential and will be kept confidential.)

VI) Publicity:

It shall be required that as part of this contract with the “Town”, “Belmont” shall make the following specific events/sessions publicity/advertising for all of these programs prior to specific events and for the available services in general. This shall include print ads of the public service type and also other more detailed print ads for specific public presentations as well as Belmont’s website and any social media. Papers to be included within this advertising shall include any local free publications, “The Front Page” and “The Hamburg Sun”.

VIII) Grantor Recognition:

It will be required of Belmont to insure recognition of the role of the Town of Hamburg through its Department of Community Development and the United States Department of Housing and Urban Development (HUD) in providing services through this contract. All activities, facilities, items utilized and publications pursuant to this contract shall be prominently labeled as to the funding source. This shall also include a separate page within Belmont’s website specifically for the Town of Hamburg and the services it provides to its residents.

VIII) Sites/Locations:

A minimum of once per month, the services provided for above will be held at the Community Development Building, 6122 South Park Avenue, Hamburg, New York 14075. The day and time shall be set for the fourth (4\textsuperscript{th}) Wednesday of each month from 3:00pm - 5:00pm or as otherwise agreed upon.

IX) Reporting System:

A semi-annual reporting system will be initiated by the agency and submitted to the Town of Hamburg Department of Community Development. This will include the number of persons served within the various categories of service, an itemized accounting of expenditures under the agreement and copies of all project control forms created semi-annually during the contract period (These copies shall be utilized for in-house procedures only and kept for the sole purpose of ensuring compliance with federal/state/and town program regulations. All control forms are considered confidential and will be kept confidential.)
EXHIBIT “B”

PROJECT FUNDING

For the purpose of this contract by and between the Town of Hamburg and Belmont Housing Resources for WNY the budget for each year of the Agreement shall be as listed below. This agreement shall be valid only upon receipt of the funds made available to the Town pursuant to its 2019 and 2020 program year applications for Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974, as amended, for the funding of this Agreement.

April 1, 2019 - March 31, 2020: $12,500.00
April 1, 2020 - March 31, 2021: $12,500.00

At no time during this Agreement can the amount of the annual contract by and between the Town of Hamburg and Belmont Housing Resources for WNY (Belmont, Inc.) exceed 10% of the total contract by and between the United States Department of Housing and Urban Development (HUD) and the Town of Hamburg, New York for Community Development Block Grant (CDBG) funds.

I) Per the previous contracts by and between the Town and Belmont, a payment of from the Towns CDBG program will be completed within the first ninety (90) days after the contract has been signed, provided that the Town has actually received its federal CDBG funding for the 2019 and 2020 program years. If the federal CDBG have not been received by the Town within this first ninety (90) day period, the funds will be paid to Belmont upon receipt of the actual CDBG funding for the 2019 and/or 2020 program years. If no CDBG funding is received, the contract becomes null and void.

II) The LISC Grant from the New York State Attorney Generals Office awarded to the Town of Hamburg Department of Community Development shall be paid to Belmont within the first thirty (30) days after the contract has been signed, provided that the funding has been issued to the Town. If the LISC funding has not been received by the Town within this first thirty (30) day period, the funds will be paid to Belmont upon receipt of the actual LISC funding for each specific contract year (2019- 2020).

III) The Town of Hamburg has the right to change its funding and sources as per grants received for this purpose. The above schedule is a guide depending on grants received.
EXHIBIT “C”
SERVICE AREA COMMUNITIES:

For the purpose of this contract by and between the Town of Hamburg and Belmont Housing Resources for WNY the services provided under Exhibit A; Scope of Services shall include resident of the:

A) Town of Hamburg
B) Village of Hamburg
C) Village of Blasdell

EXHIBIT “D”
INSURANCE REQUIREMENTS

Belmont Housing Resources for WNY, will provide to the Town of Hamburg evidence of insurance coverage and will add the Town of Hamburg as Certificate Holder in the following minimum amounts:

A) Coverage and Limits:

See attached Standard Clauses for 2019/2020

B) Prior to project start-up a certificate of insurance with a minimum coverage in the above amounts will be provided to:

Christopher Hull; Director of Community Development
Town of Hamburg
Department of Community Development
6100 South Park Avenue
Hamburg, New York 14075

C) Certificate Holder:

Town of Hamburg, New York
6100 South Park Avenue
Hamburg, New York 14075
Attn: Town Attorney

D) Above named certificate will provide the town a minimum of fifteen (15) days written notice in the event of cancellation, material change or reduction of amounts.
EXHIBIT “E”

STATEMENT OF COMPLIANCE

Training, Employment and Contracting Opportunities for Businesses and Lower Income Persons (Section 3)

A) The project assisted under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S. C. U. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B) Notwithstanding any other provision of this (contract), the (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and order of the Secretary issued thereunder prior to the making of a good faith effort, as defined by the regulations, to provide training, employment, and business opportunities required by Section 3; and incorporation of the "Section 135.20(b) of the regulations in all contracts for work in connection with the project. The (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract), shall be a condition of the Federal financial assistance provided to the project, binding upon the (recipient), its successors and assignees. Failure to fulfill these requirements shall subject the (recipient), its successors, and assignees to the sanctions specified by this (contract), and to such sanctions as are specified by 24 CFR Section 135.

Company Name: Belmont Housing Resources for WNY
Address: 1195 Main Street
Buffalo, New York 14209

Official Signature
Typed/Printed Name
CONTRACT

THIS CONTRACT, made as of the 1st day of January, 2019, effective through December 31, 2019, by and between THE COUNTY OF ERIE, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the “County”), and TOWN OF HAMBURG COMMUNITY DEVELOPMENT (the “Organization”), a not-for-profit corporation, having its principal place of business at 6100 South Park Avenue, Hamburg, New York 14075.

WITNESSETH:

WHEREAS, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County’s 2019 Budget for the purpose of making a conditional grant to the Organization; and

WHEREAS, the County and Organization wish to more specifically define the terms and conditions related to the payment of said conditional grant to the Organization by the County and the obligations of the Organization upon receipt of said conditional grant.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is attached hereto and incorporated herein as Exhibit A (“Scope of Work”). No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 22 below.

2. In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed Two Thousand Dollars and No Cents ($2,000.00), within 30 days of the execution of this Contract.

   Payments shall be made on one invoice submitted by the Organization to the Erie County Department of Environment and Planning (the “Department”) and approved by the Department. The Department will approve payment once it has received the invoices and signed attestation regarding the Organization’s financial documentation as described in Exhibit B as “Additional Understandings”. The invoice should be dated the same date as the Contract signed by the Organization.

3. This Contract shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

This Contract is also subject to further financial analysis of (1) the impact of any New
York State Budget (the "State Budget") proposed and adopted during the term of this Contract; and (2) the impact of any federal government budgetary actions, including but not limited to the "sequestration" process. 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 following certain congressional budgetary actions and adjustments through sequestration or related legislative actions, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget or sequestration on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to change the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Organization, then the Organization shall have the right to terminate this Contract upon reasonable prior written notice.

4. Notwithstanding any contrary provision of this Contract, or any provision of the County’s current budget, the County Executive may reduce the total amount of funds in this Contract, and not yet paid to the Organization, upon ten (10) days written notice.

5. The Organization shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Organization shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Organization pursuant to this Contract.

6. The Organization agrees to furnish to the County any management letter, if issued and independent auditor’s report and related financial statements and notes made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder, within thirty (30) days after receipt of the request.

7. The Organization also agrees to make available to the County for inspection at reasonable times and places, its current membership and Board of Trustees/Directors lists, financial reports, and minutes of its last annual meeting, Board of Directors or Trustees meetings, and such other minutes as may be pertinent to the operation of such Organization in the public interest. No such membership list shall be published or be made available for any commercial use.

8. To the extent that the funds provided by this Contract are for specific activities or services, the Organization agrees to furnish verified accounts of its disbursements hereunder, together with certified or verified invoices thereto attached, at such times as the County may determine, in such form and detail as may be required by the County, and a final account within one hundred twenty (120) days after the close of the Organization’s fiscal year.

9. The County may, at its option, audit such books and records of the Organization as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract. Any expenditure determined
by audit to be inconsistent with this contact may be disallowed by the County and shall be subject to refund by the Organization to the County.

10. a. The Organization agrees to refund to the County any unused amount of monies paid to it hereunder, that is, any amount of said moneys encumbered by any current operating expenses, it being understood that in the event the unencumbered revenue of the Organization exceeds its expenses for the Organization’s fiscal year, the Organization shall refund to the County within ninety (90) days of the Organization’s audit report that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the County bears to the total revenue of the Organization.

b. In determining whether a surplus is accrued by the Organization during the fiscal year, pursuant to subdivision “a” of this paragraph, all revenue of the Organization, not expressly restricted to a particular purpose by the grantor of the revenue, shall be deemed “operating revenue”. All encumbered expenses of the Organization, other than those paid from funds specifically restricted to a particular purpose by a grantor, or paid from a segregated capital fund, shall be deemed “operating expense”. The Organization shall be deemed to have a surplus if operating revenue exceeds expenses before any transfer of operating revenue into capital, endowment or other restricted funds or accounts.

c. Upon showing in writing to the Budget Director of the County that such a refund would cause extreme hardship to the Organization owing to unforeseen or unanticipated circumstances, the Budget Director may, subject to approval by the Erie County Legislature, authorize the Organization to retain all or part of any funds which the Organization would otherwise be required to refund to the County under this paragraph if the Legislature determines that such retention is consistent with the purpose and intent of this agreement, as applicable. Such authorized retained funds shall be used only for the purposes authorized under this Contract, but may be expended in the calendar year subsequent to this Contract.

11. The Organization agrees to perform the public benefit services which are the object of this Contract as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

12. The Organization shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Organization 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, subconsultants and others employed to render the services hereunder.

13. The Organization shall be fully accountable for its performance under this Contract and it and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.
14. The Organization shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the County. The Organization shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Contract without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Organization that for the purposes of this Contract, all services performed on an approved subcontract shall be deemed services performed by the Organization and the Organization shall insure that such subcontracted service is subject to the material terms and conditions of this Contract.

15. The Organization 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 Organization or third parties under the direction or control of the Organization; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

16. During the term of this Contract, the Organization agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability with a minimum combined single limit of bodily injury and property damage of $1,000,000 per occurrence and general aggregate of $1,000,000. The Organization shall provide a Certificate of Insurance as evidence of such coverage(s) on the County of Erie Standard Insurance Certificate or its equivalent.

   In the event that the Organization utilizes vehicles, whether owned, leased, hired/borrowed or non-owned, in the performance of the services provided pursuant to this Contract, the Organization agrees to procure and maintain insurance coverage.

   The Organization shall further provide evidence of workers compensation insurance on NYS Form C105.2 or U26.3 obtained from insurer. If there are no paid employees of the Organization, the Organization shall provide a “Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage” (Form CE-200) which can be obtained at the State Worker’s Compensation Board website: www.wcb.ny.gov.

   Attached hereto and incorporated herein as Exhibit C are copies of the Organization’s Certificates of Insurance evidencing the aforementioned coverage.

17. The County and the Organization and their respective employees are not and shall not be considered as joint venturers, employees, partners or agents of each other and neither shall have the power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Organization to any person for any debts incurred by the other.
18. In the event of a breach or default by the Organization of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the Organization and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Organization of all or part of the funds granted to the Organization under this Contract.

19. The Organization shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as Exhibit D and made a part hereof. The Organization 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 Organization 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 Organization is not qualified to participate in future County contracts.

20. The Organization agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

21. The Organization agrees to acknowledge in any and all promotional material the fact that the Organization receives financial support from the County, including, but not limited to the Organization’s website, marketing materials and/or other publications.

22. Except as specifically provided otherwise in this Contract, the use of County funds shall be limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies and equipment. No County funds shall be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable. No funds received under this Contract shall be used for any service provided or activity performed outside Erie County.

23. 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 the Director of Employment and Training Program, Erie County Department of Social Services, for additional information regarding this program.

24. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereto and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

25. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

26. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Contract shall be brought in the County of Erie.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract 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.

27. All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:
Commissioner of Environment and Planning
95 Franklin Street, Room 1012
Buffalo, New York 14202

With a copy to:
County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Organization: at the address first listed above.

28. The Organization represents and warrants to the County as follows:

a. The execution of this Contract and the provision of services hereunder have been duly authorized by its Board of Directors or Trustees of the Organization and that this Contract
has been signed by a duly authorized officer of the Organization.

b. That this Contract is valid and enforceable against the Organization in accordance with the terms hereof and that there is no order, decision, judgment or provision of this Organization’s certificate of incorporation or by-laws, or Contract, mortgage, or lien which would limit or prohibit the Organization from fully performing the terms and condition of this Contract.

[END TEXT]
IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the day and year first above written.

COUNTY OF ERIE

MARK POLONCARZ/ MARIA R. WHYTE
County Executive / Deputy County Executive
Dated: __________________________

TOWN OF HAMBURG
COMMUNITY DEVELOPMENT

Name: __________________________
Title: __________________________
Dated: _________________________

Witness to Organization’s Signature:

Name: __________________________
Dated: _________________________

APPROVED AS TO CONTENT

THOMAS R. HERSEY, JR.
Commissioner
Environment and Planning
Dated: _________________________

APPROVED AS TO FORM

KRISTEN M. WALDER
Assistant County Attorney
Document No. _______________________
Dated: _________________________
EXHIBIT A

SCOPE OF WORK

Public Benefit Services to be Provided Pursuant to this Contract by the Organization. (Reference Contract Paragraph 1)
EXHIBIT B

ADDITIONAL UNDERSTANDINGS
(Reference Contract Paragraph 2)
ADDITIONAL UNDERSTANDINGS

1. It is your responsibility to promptly notify the Department of Environment and Planning of any adverse situation which impacts the Organization’s operation in a way which impairs its ability to deliver services to Erie County. A representative of the Department of Environment and Planning will meet with representatives of the Organization regarding these circumstances as a prelude to further release of County funds.

2. A representative of the Department of Environment and Planning may request a meeting with the Organization’s Executive Director and Board Chair at least once during the year, at which time the Organization will be required to supply pertinent information including, but not limited to, its:

   a. Strategic Plan (three to five year time horizon);
   b. Annual Business Plan;
   c. Performance metrics and progress on those metrics related to County funding;
   d. Managerial competence;
   e. Organizational sustainability; and
   f. An accounting of the Organization’s use of County funding, including a detailed list of expenditures of funds received from Erie County.

I, the undersigned, do hereby acknowledge and agree to the requirements detailed under paragraphs 1 and 2 under Exhibit B, entitled “Additional Understandings,” and do certify based on my knowledge, that the supporting documentation provided in response to the 2019 Community Funding Application:

• Are accurate, correct and do not contain any untrue statement of material fact;
• Have not been materially altered since they were submitted to the County during the application process;
• Do not omit any material fact which, if omitted, would cause the financial statements to be misleading in light of the circumstances under which such statements are made; and
• Fairly presents, in all material respects, the financial condition and results of operations of the Organization as of and for the periods presented in the financial statements.

[Signature of Executive Director or Chair]
Name: __________________________
Date: __________________________

NOTE: In the event that the Organization is not able to attest as to the above-listed information and/or that the materials submitted during the 2019 Application Process have been either materially altered or found by the Organization to have contained inaccurate information, the Organization is asked to contact the Department of Environment and Planning for further instruction.
EXHIBIT C

INSURANCE CERTIFICATES

To be Provided Pursuant to this Contract by the Organization
(Reference Contract Paragraph 16)
EXHIBIT D

ERIE COUNTY EQUAL PAY CERTIFICATION
(Reference Contract Paragraph 19)
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”). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

________________________________________________________
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
ture 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____

________________________________________________________
Notary Public
AGREEMENT

THIS AGREEMENT made this _____ day of _____, Two Thousand Eighteen, between TOWN OF HAMBURG (TOWN), a municipal corporation with a principal office at 6100 South Park Avenue, Hamburg, New York, and PROSPECT LAWN CEMETARY ASSOCIATION, INC. (Prospect Lawn) a not-for-profit public cemetery corporation as defined in Article 15 of the Not-For-Profit Corporation Law, with a mailing address of P.O. Box 176, Hamburg, New York 14075.

WHEREAS, PROSPECT LAWN presently operates the Prospect Lawn Cemetery located on 6561 Gowanda State Road, Town of Hamburg, and

WHEREAS, the Town of Hamburg recognizes the benefits provided to Town residents by the Prospect Lawn Cemetery; and

WHEREAS, General Municipal Law §165-a provides that "Any municipal corporation may appropriate and provide funding to a public cemetery corporation as defined in article fifteen of the not-for-profit corporation law. In lieu of or in addition to providing funding to a public cemetery corporation, any municipal corporation may provide goods and/or services to a public cemetery corporation as defined in article fifteen of the not-for-profit corporation law"; and

WHEREAS the Town is willing to assist Prospect Lawn to see its operations continue and avoid the Town being required to take over the cemetery’s operations, and

NOW THEREFORE, in consideration of the mutual promises made herein, and other considerations, the suffrency of which is hereby acknowledged, it is hereby agreed as follows:

1. PROSPECT LAWN agrees that it shall to the fullest extent permitted by law, hold the Town of Hamburg, and its Board, Officials and Employees harmless from claims, suits, damages, defense and other legal costs and expenses of any kind, arising out of, resulting from, caused by, or in any way related to the activities and operations of PROSPECT LAWN and the PROSPECT LAWN CEMETARY, and the Town’s contribution of funds to it.

2. PROSPECT LAWN agrees to provide the Town Attorney’s office with a Certificate of Insurance evidencing its coverages, as follows:

   a. Workers’ Compensation coverage with statutory limits, if the Society has employees.

   b. Commercial General Liability coverage
      
      | Each Occurrence | Aggregate |
      |------------------|-----------|
      | $1,000,000       | $2,000,000|

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covering the premises, operations, products and completed operations, naming the Town of Hamburg, its Board, Officials and Employees as Additional Insureds.

c. Business Auto Policy Each Accident $1,000,000 covering owned, non-owned and hired autos

d. New York State Disability coverage with Statutory limits, if the Society has employees

e. Cemetery Professional Liability Coverage

The Certificate should be provided to the Town Attorney’s office at 6100 South Park Avenue, Hamburg, NY 14075, at least a week before the first payment is to be made, and should provide at least thirty (30) days advance written notice to the Town of cancellation, non renewal or material change.

3. The Town will pay to PROSPECT LAWN the sum of Eighteen Thousand ($18,000.00) Dollars, payable in monthly installments of $1,500.00 commencing on September 1, 2018 through August 31, 2019. Funding is solely provided for operating of the Prospect Lawn Cemetery.

4. PROSPECT LAWN shall provide all additional funding necessary to pay its operating expenses and continue to operate the Prospect Lawn Cemetery.

5. PROSPECT LAWN shall make available to the Town of Hamburg a copy of its constitution and/or by laws, the names and addresses of its Board of Directors, any maps and/or surveys of the Prospect Lawn Cemetery, and an annual fiscal statement. In addition, within sixty (60) days from the execution of this agreement, PROSEPCT LAWN will provide the Town with a three year financial plan, and make all its books, ledgers, and other financial documents available for inspection by the Town upon reasonable advance notice of at least twenty-four (24) hours.

6. PROSPECT LAWN shall appoint/elect such directors to its Board of Directors, so that at all times at least three (3) directors are directors named by the Town, and there shall be nine (9) directors on the Board of Directors for PROSPECT LAWN at all times during the term of this Agreement.

7. PROSPECT LAWN may request tree removal services or other similar services, and the Town may provide such tree removal services or other similar services, at its sole discretion, on a case by case basis, based upon the availability of Town resources. Notwithstanding, the foregoing the Town shall not be required to provide any such tree removal services or other similar services to PROSPECT LAWN. Further, any provision of tree removal services or other similar services by the Town in response to a request by PROSPECT LAWN, shall not entitle
PROSPECT LAWN to any further such services, provision of which shall remain at the sole discretion of the Town.

8. This provision of funding to PROSPECT LAWN does not in any way obligate or bind the Town of Hamburg to provide future funding to PROSPECT LAWN.

9. This agreement shall terminate August 31, 2020, unless a successor agreement is made and executed before the aforementioned termination date.

TOWN OF HAMBURG

BY: ____________________
    JAMES M. SHAW
    Supervisor

PROSPECT LAWN CEMETERY ASSOCIATION

BY: ____________________
The Town of Hamburg is issuing this Request for Proposals (RFP) for the selection of an energy services company (ESCO). You are invited to submit a proposal in accordance with this RFP. Instructions, Conditions, and Appendices are attached herewith.

**Proposals must be received no later than 4:00 PM on July 24, 2019.**

Applicants must submit one original and 4 copies of their proposal in a sealed envelope addressed as follows:

**TOWN OF HAMBURG**  
**LED CONVERSION & ENERGY SAVINGS RFP**

**ATTN: MICHAEL J. QUINN, TOWN ENGINEER**  
**TOWN OF HAMBURG**  
**6000 SOUTH PARK AVENUE**  
**HAMBURG, NEW YORK 14075**

Questions should be submitted via email to michael.quinn@ghd.com. Questions must be presented in writing no later than July 10th and answers will be provided in a general response available by July 15th.

**LATE PROPOSALS WILL BE RETURNED UNOPENED**
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SECTION 1: INTRODUCTION & ADMINISTRATION

1.1 PURPOSE & BACKGROUND

The Town of Hamburg (the “Town”) is issuing this Request for Proposals (this “RFP”) in order to become as energy efficient as possible. The Town’s vision is to enhance public safety and the quality of life for all Hamburg’s residents and visitors by modernizing the Town’s buildings, facilities, and streetlighting. Furthermore, the Town expects to reap the benefit of future energy cost savings resulting from a large-scale conversion of existing lighting systems to LED technology and a networked lighting management system that allows for future smart technology. Please refer to Appendix A - New York State Energy Law Article 9 - Energy Performance Contracts for more information.

The Town will consider a variety of methodologies to execute the project scope outlined in this RFP to best achieve the Town’s goals and objectives. The Town has identified its goals and objectives and has organized this large-scale Project into a series of independent, yet related, Areas. The Town will consider proposals that include, but are not limited to, design/bid/install services; turn-key solutions that allow a singular applicant to develop, manage and procure materials and necessary services needed to complete every Area within the overall Project; or proposals that identify one or more specific Area within the overall Project as described herein.

The Town plans on purchasing, financing and owning any and all new equipment. In addition, the Town intends to negotiate a buyback of streetlight poles from National Grid. Applicants should include a discussion of their services in connection with such arrangements. Applicants may propose alternative arrangements (within the guidelines of New York State laws and regulations) for such acquisition, financing and ownership of any and all such equipment.

The Town reserves the right to amend the RFP based on questions or issues raised before July 15.

1.2 TECHNICAL REQUIREMENTS

The selected Applicant or Applicants must provide all services (or their portion of services, as the case may be) necessary to meet the goals and objectives of each Area awarded. The Applicant must have the demonstrated technical and managerial capabilities to provide a strategy necessary to carry out the comprehensive set of services including, but not limited to, inventory data collection, audits for each Area, engineering and design, acquisition, installation, training and commissioning of new and/or existing energy systems, project/area/phase management, savings measurement and verifications, and maintenance for each Area.

The successful Applicant(s) shall demonstrate through a detailed proposal how their ESCO would provide the best benefits to the Town. The selection and implementation of the Project shall be subject to the approval of the Town Council.
1.2 **TECHNICAL REQUIREMENTS CONT’D**

Applicants must focus their proposals on the following basis and will find further detail under Section 3 - Scope of Work:

A) Provide comprehensive energy and project management services for buildings, facilities and streetlighting systems serving the Town of Hamburg.

B) Identify the most effective measures to reduce consumption and costs for heating, cooling ventilation, lighting (including streetlight infrastructures), water heating and other energy uses on the grounds and in each facility. Please identify technical strategies utilized in past experiences and those strategies most likely to be implemented at properties. Measures may involve controlling, modifying, adding or replacing equipment and systems.

C) Structure the terms of obligation to pay for the services provided on a guaranteed maximum price basis with savings guarantees. The Town is preferably looking for no out of pocket cost proposals. The ESCO will need to submit a sample service agreement and, if necessary, ancillary agreements that specifically meet the Town’s needs. ESCOs may substitute an example of an executed service agreement that would be the basis for negotiation of an agreement with the Town of Hamburg.

D) The Town will not provide building-specific data at this time. Site visits will be planned and scheduled after the selection process has been completed. Applicants should prepare a proposal that outlines their qualifications and experience. Technical and financial abilities of the Applicants will need to be provided within the proposal as specified.

1.3 **SELECTION PROCESS/TIME FRAME**

The Town expects to undertake the selection process according to the following timeline:

- Issue Request for Proposal: June 28, 2019
- Closing Date for written questions: July 10, 2019
- Deadline for Submission of Proposal(s): July 24, 2019
- Review of Submissions: 2 weeks from Receipt
- Interviewing Prospective Finalists: 1 week from Review
- Present Council Recommendation to Board: 1 week from Interviews
- Board Selection of Applicant(s): 3 days from Board Meeting
- Execution of Agreement(s): 1 week (or less) from Selection
- Audit to Begin (per Phase)
- Scope of Energy Savings (per Phase)
- Energy Savings Program Start Date
- Complete Installation (per Phase)
1.4 **Selection Process & RFP Procedures**

A) **Proprietary Information:** The New York Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law, Section 87(d)(2) provides for exceptions to disclosure for records or portions thereof that are “trade secrets or are submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” Information that the ESCO wishes to have treated as proprietary and confidential trade information should be identified and labeled “Confidential” or “Proprietary” on each page at the time of disclosure. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted.

B) **Submission of Proposals:** All proposals and accompanying documentation will become the property of the State of New York and will not be returned. The content of each Applicant’s proposal will be held in strict confidence during the evaluation process and no details of any proposal will be discussed outside the evaluation process. The successful Applicant(s) proposal(s) will be made a part of the Agreement. Therefore, an official authorized to commit the company to an Agreement must sign the signature page provided in this RFP and attach to their proposal(s).

C) **Town of Hamburg’s Rights to Proposals:** By submitting proposals, the Applicant covenants not to make any claim for or have any right to damages because of any misrepresentation or misunderstanding of the requirements contained herein, or because of any misinformation or lack of information. The RFP does not commit the Town to award an Agreement, pay any cost incurred in the preparation of proposals in response to the RFP or procure or contract for services. The Town intends to award Agreement(s) on the basis of the best interest and advantage to the Town and reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified ESCOs; or to cancel this RFP in part or in its entirety, if it is in the best interest of the Town to do so.

D) **Modification or Withdrawal of Proposals:** Any proposal may be withdrawn or modified by written request of the Applicant, provided such request is received at the Town’s address prior to the date and time set for the review of the proposals.

E) **Standard Agreement Terms:** General specifications and standard clauses for New York State Contracts are hereby incorporated into this RFP and any resulting Agreement. Appendix B - Standard Clauses for the Town of Hamburg is included herewith. The applicants are required to adhere to the clauses and specifications.
1.4 **Selection Process & RFP Procedures cont'd.**

F) **Oral Presentations:** The Town, at its discretion, may elect to have Applicants provide presentations of their proposals and provide a Question and Answer portion to the Board. All Applicants deemed by the Town as eligible to receive a possible Agreement will be given an opportunity to provide a presentation. Points will be assigned that follow the Rubric attached to this proposal as Exhibit I.

**SECTION 2: PROPOSAL FORMAT**

2.1 **Overview & Applicant Narrative**

The following three (3) specific Areas are being considered for this Project:

1) Buildings and Facilities Lighting  
2) Streetlighting  
3) Buildings and Grounds Alternative Energy Sources (including Smart Technology)

Proposals must be formatted as outlined in this section. A proposal must provide a cover letter that sufficiently addresses the Area(s) for which the Applicant wishes to be considered. This letter should briefly summarize the Applicant’s approach to management, design, implementation and any specific benefits the company can offer the Town.

2.2 **Proposal Outline**

Each section below should begin on a separate page and each page must contain the Applicant name in the header. Applicant should submit one proposal for each Area. Details for each Area are defined below and in Section 3 Scope of Work. A sample outline is as follows:

**TITLE (Area of Application)**
- Section I - Contractor Background & Qualifications  
- Section II - Technical Aspects of the Area  
  - Phase 1 – Audit  
  - Phase 2 – Project Execution  
  - Phase 3 – Post Execution and Maintenance  
  - Phase 4 – Financial Considerations  
- Section III - Official Signed Applicant Statement (including proposed contract)  
- Appendices
2.3 EXPERIENCE & QUALIFICATIONS OF APPLICANT(S)

A primary component of the Proposal should be information setting forth experience and qualifications of the firm. Applicants must provide authoritative documentation of their capabilities, experience and reputation in undertakings similar to those described in this RFP. Although not expressly a condition of selection, the ESCO shall demonstrate a local presence including office location, telephone number and function of primary team staff. It is understood that the Town of Hamburg may contact any or all references and schedule site visits to assess the technical merit and construction abilities.

ESCO must provide registered company name, corporate and local addresses, telephone numbers, email address, Federal and State taxpayer identification numbers, the website and the name of the person authorized to represent the Applicant throughout the process. Additionally, this section of the proposal should include the make-up of the project team and the proposed assignment of responsibility for the major tasks involved in the total Area. Describe the overall make-up of the project team and member's areas of responsibility including a bio or resume for lead personnel or company.

This section should include prior relevant experience of the Applicant. Applicant should provide a minimum of 5 references. Each Reference should be presented using the following format:

(A) Customer’s Name
(B) Total project cost
(C) Name and telephone number of person responsible for hiring Applicant.
(D) Brief description of the project’s scope of services and status.
(E) Level of projected energy cost savings and actual level achieved, if available.

ESCO/Applicant may provide any additional information regarding its team, personnel, qualifications or abilities regarded as pertinent and not already mentioned within the RFP.

SECTION 3: SCOPE OF WORK

3.1 TECHNICAL ASPECTS OF THE PROJECT

The following three (3) specific Areas make up the entire Project:

1) Buildings and Facilities Lighting
2) Streetlighting
3) Buildings and Grounds Alternative Energy Sources (including Smart Technology)

Each Area should address the following phases and contain information as described below.

Phase 1 - Audit
Phase 2 - Project Execution
Phase 3 - Post Execution & Maintenance
Phase 4 - Financial
A) **PHASE 1 - Audit:** Describe the energy audit that will be conducted for this Area after selection of the ESCO on the basis of this RFP. The proposal must include provisions for the performance and presentation of energy audit results for each component. Each audit must include the following:

(a) Allocation of total energy use among end uses. Allocation must be reconciled with actual usage and should be based on bin calculations or other methods acceptable to the Town.

(b) A list of recommended energy efficiency measures covering improvements to the actual location or structure and operating procedures. For each item on the list, the ESCO must be willing to provide estimates of initial costs for installation, ongoing maintenance costs, annual energy savings and the useful life of the measures.

(c) A calculation of baseline energy use, showing how baseline is derived and how it will be adjusted for changes in outdoor temperature, occupancy, and, if appropriate, equipment usage.

The proposal must include information on the type of systems to be covered and the general method to be used. Attach a sample audit performed by the Applicant.

Applicant should provide information as to how the audit phase of the project will be financed. If there are multiple options available, each option should be listed with the benefits and detriments of each.

B) **PHASE 2 - Project Execution:** Describe in detail the services provided in designing, specifying and overseeing the installation of energy efficiency and other measures. How will these operations be coordinated with the daily operations of the facility?

Provide a complete list and schedule for achievement of all major Area milestones, specifically describing how the services will be delivered including:

(a) Preparation of list of proposed improvements, baseline calculations and final contract proposal.

(b) Obtaining all required permits and government approvals.

(c) Procurement of all major equipment or materials.

(d) Commencement and completion of installation.

(e) Training of personnel.

(f) Commencement of Normal Operation.
C) **PHASE 3 - Post Execution & Maintenance:** Describe the ongoing project monitoring and maintenance services ESCO will provide. Specifically, describe how the following services will be delivered:

(a) Scheduled preventative maintenance  
(b) Emergency service  
(c) Training of on-site personnel  
(d) Monitoring of energy use  
(e) Equipment/material warranty(ies)

Describe who will have supervisory responsibility for the maintenance and monitoring operations in this Area. Indicate how work would be coordinated with the daily operations of the facility.

D) **PHASE 4 - Financial:** The Town seeks to assume ownership of any and all energy improvements and materials upon their installation. The Town seeks to structure compensation to the Applicant such that the payments to finance equipment, installation, public works services and maintenance will not only include no out-of-pocket costs, but will be paid for in full or in part by the value of the measured energy savings resulting from each Area of the Project when implemented. Applicants should propose any underlying project financing mechanism so long as it meets the objectives herein and comply with New York State laws, rules and regulations.

The Town requires the following detailed financial information:

(a) Initial Phase Costs  
(b) Annual Phase Costs  
(c) Financial Projections - 5 Year Period

-Annual energy costs without improvements  
-Annual energy costs with improvements  
-Annual energy cost savings for years 1 and 2  
-Payments for installation, equipment and maintenance for the Area  
-Net annual benefits  
-Cumulative cash flow  
-Net Present Value of cash flow  
-Interest Rate
SECTION 4: CONTRACTUAL TERMS

4.1 ESCO TERMS OF AGREEMENT

Applicant should outline the proposed terms of the Agreement including, but not limited to the following:

A) Duration of the Agreement

B) Methods by which the level of payments to the contract will be determined including level of guarantees and methods by which energy savings will be evaluated.

C) The nature and operation of any guarantee provisions, including conditions under which the guarantee can be invoked and the methods for adjusting payments to the contractor.

D) Ownership of the equipment (specify if alternative financing and ownership is proposed).

E) Conditions for early termination of the Agreement by the ESCO and/or Town.
APPENDIX A

New York State Energy Law
Article 9
APPENDIX B

Standard Clauses for
The Town of Hamburg
Exhibit I

Scoring Rubric
SCORING RUBRIC

Each Area of the project will be evaluated and scored independently on the basis of the following criteria: (NOTE - this Scoring Rubric will also be utilized for Applicants making follow up oral presentations.)

1) Experience and Qualifications of the Proposer (maximum 20 points)

Consideration will be given to proposers demonstrating strong capabilities, experience and reputation in undertakings similar to those described in this RFP.

Similar experience will be understood to include development of performance contracts to furnish energy efficiency and cogeneration improvements in public, governmental, municipal and institutional facilities of similar size and use. Additionally, experience with similar projects will be understood to include development of design-build projects, energy performance contracts or as a first tier subcontractor on a significant design-build/energy performance contract project.

2) Technical Approach (maximum 30 points)

Proposals will be evaluated on the soundness and detail of presentation of technical strategies proposed for meeting the Town of West Seneca’s energy efficiency objectives. The proposal should include descriptions of Improvements both to the physical facility and to the integration of other relevant services such as training, operations and maintenance practices, utilities procurement, and measurement and verification of savings. Companies with a strong local presence and the ability to maintain the implemented measures with in-house, local personnel are preferred. Project teams demonstrating the aforementioned project services primarily or completely composed of staff from the proposer’s own organization will be ranked higher. Only those individuals proposed to work directly on the subject project should be included in the ESCO’s staffing plan.

3) Ability to Implement Project Promptly (maximum 15 points)

Preference will be given to proposals demonstrating an ability to carry out the tasks and responsibilities outlined in the proposal, including the procurement of any necessary financing, and the performance of all contract obligations throughout the contract term in a prompt and efficient manner. Respondents must have the ability to provide emergency service to maintain operation of installed measures. Those project teams that are primarily or completely composed of local staff from the proposer will be ranked higher.

4) Financial Considerations (maximum 35 points)

The Town seeks to undertake the Project in a way that minimizes the Town’s financial burden. Preference will be given to proposals that reduce the financial impact of the Project to the Town, and extra weight will be given to proposals that provide options for the Town to finance the Project. Applicants should discuss typical financing rates and terms associated conducting work contemplated in the Project. Applicants will also be scored based on their capabilities and experience in securing incentives available for undertaking the Project.
Exhibit II

Official Signed Applicant Statement
STATEMENT OF PROPOSER

The ESCO/agency must sign and include this statement with every Area proposal. Statement must be signed by an individual authorized to bind the respondent as follows:

The ESCO agrees that the Area proposal is a firm offer for a minimum 120-day period. Below is the name, title, address, and telephone number of the individual with authority to negotiate and contractually bind the company and also who may be contacted during the period of proposal evaluation.

NAME: __________________________________________

TITLE: __________________________________________

ADDRESS: ______________________________________

TELEPHONE NUMBER: ____________________________

The ESCO accepts and intends to comply with the minimum standard clauses provided by Town f Hamburg in accordance with this RFP.

The ESCO warrants that it has carefully reviewed the needs of the Town of Hamburg Energy Conversion Project as described in this RFP and its attachments and otherwise communicated in writing by the State to the Applicant; that it has familiarized itself with the State’s specifications and warrants that it can provide such services as described in the RFP and represented in this proposal.

The ESCO agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State and local laws, rules and regulations now or hereafter in effect.

The ESCO warrants and affirms that the terms of the RFP and any resultant agreement do not violate any contracts or agreements to which it is a party and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

The ESCO understands and agrees to the Federal requirements for certification and disclosure based on Section 1352 of Title 31 of the U.S. Code which requires that funds appropriated to a Federal agency be subject to a requirement that any Federal Contractor or grantee (such as the State) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification the State has been required to sign provides that the language of this certification be included in the contract documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of $10,000 to $100,000 for failing to make a required report.

Signed this ______ day of ________________, 2019

I, __________________________________________ certify that the above information is true and accurate.

______________ Title

Signature