

VILLAGE OF KENMORE, NEW YORK
Office of the Clerk

At a meeting of the Board of Trustees of the Village of Kenmore, New York, held on the 21st day of May, 2024 the following Resolution was adopted:

**RESOLUTION RE: 2023 - 2024 FISCAL YEAR VILLAGE OF KENMORE BUDGET
CHIPS FUNDING**

Trustee _____ moved for approval of the following Resolution:

WHEREAS, the Village received additional funding for its Consolidated Highway Improvement Program (CHIPS).

NOW THEREFORE, BE IT RESOLVED,

THAT the Village of Kenmore Board of Trustees does hereby approve the following amendment to the 2021-2022 budget:

01-5112-0002-0201 – Permanent Improvements - CHIPS

Increase of \$145,211.40

01-1000-3501-0000 –Consolidated Highway Aid

Increase of \$145,211.40

Seconded by Trustee _____ and approved by vote of all members in attendance.

Dated: May 21, 2024

State of New York)
County of Erie) ss:
Village of Kenmore)

I, KATHLEEN P. JOHNSON, Clerk of the Village of Kenmore, New York, do hereby certify that I have compared the foregoing with the original minutes of the regular meeting of the Board of Trustees of said Village held on the 21st day of May, 2024, and that the resolution duly adopted by the Board of Trustees is on file in my office, and that the foregoing is a true and correct transcript from said original minutes and in part thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and Seal of said Village this 22nd day of May, 2024

Village Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN

Village of Kenmore
(THE "GRANTEE")
AND

County of Erie

(THE "CONTRACTOR")

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Grantee with offices at 2919 Delaware Avenue Rm 17, Kenmore, New York, 14217 and the Contractor with offices at:

95 Franklin Street, Buffalo, New York 14202

(the "Contractor").

A. PURPOSE:

The purpose of this MOU is to formally outline the responsibilities of each party to this agreement relevant to SAM grant funds to be paid for streetscape improvements Project ID: 6292 (the "Project").

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

In consideration of the economic development benefits associated with the SAM grant program associated with the Project, the Grantee agrees to provide funds through the SAM (the "Grant Program") to the Contractor for the Project. Funds shall not exceed \$125,000 and shall be subject to availability of said funds from the Grant Program.

C. RESPONSIBILITIES:

The organizations agree to the following tasks for this MOU.

The Grantee shall:

1. Enter into a Grant Disbursement Agreement ("GDA") with the Dormitory Authority of the State of New York ("DASNY") as Grantee for \$125,000 and subject to availability of funds; and comply with all GDA provisions;
2. Review the work undertaken by the Contractor, verify the completion of the project tasks for which a payment requisition will be submitted to DASNY; and verify that the costs to be requisitioned were incurred in compliance with the provisions of the GDA. As part of this task, Grantee shall also verify that the costs set forth in the payment requisition represent the costs actually incurred by the Contractor to undertake the tasks set forth in the requisition documents in furtherance of the Project;
3. Submit payment requisitions to DASNY to draw funds with the appropriate forms and invoices, including all required certifications and verifications;
4. Reimburse the Contractor for costs incurred up to \$125,000 subject to adequate submission of invoices and proof of payment for services related to the Project;

5. Report to DASNY on disbursements of funds as requested; and
6. Use its best efforts to facilitate the completion of the Project for the purpose of increasing economic development and job creation.

The Contractor shall:

1. Use the grant funds received from the Grantee for the Project;
2. Make payment to the subcontractors and vendors for costs incurred in connection with the Project and for which the Grantee will submit a payment requisition to DASNY;
3. Submit invoices and proof of payment as necessary to meet the requirements of the Grantee and DASNY for reimbursement of eligible expenses related to the Project;
4. Use its best efforts to facilitate the establishment of the Project for the purpose of increasing economic development and job creation.

D. MODIFICATIONS:

Modifications within the scope of the MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

E. PRINCIPAL CONTACTS:

The Principal contacts for this project are:

Grantee: VILLAGE OF KENMORE

By: _____

Contractor: COUNTY OF ERIE

By:  _____
 County Executive/Deputy County Executive
 Lisa M. Chimera

APPROVED AS TO FORM:

Electronic Signature

Kristen Walder, Deputy County Attorney

EC DOC# 19-494-PW

APPROVED AS TO CONTENT:

Electronic Signature

William E. Geary, Jr., Commissioner ECDPW

DASNY

Sara Richards, Senior Director

Dormitory Authority of the State of New York

515 Broadway


Albany, NY 12207-2964

F. COMMENCEMENT/EXPIRATION DATE:

This instrument is executed as of the date of the last signature and is effective for the term of the Grant Disbursement Agreement between DASNY and the Grantee, at which time it will expire unless extended by mutual agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

Please sign and return this document to DASNY at grants@dasny.org. Please return the document from the Grantee's organizational email address and retain the original copy for production to DASNY if requested. By providing electronic signature(s), the Grantee and Contractor's designees will be providing a validly binding legal document, just the same as a pen-and-paper signature.

GRANTEE	CONTRACTOR
_____ Signature	 _____ Signature
_____ Printed Name	Mark Poloncarz/Lisa Chimera _____ Printed Name
_____ Title	Erie County Executive/Deputy County Executive _____ Title
_____ Date	5/10/24 _____ Date