

State University of New York



PUBLIC ARCHAEOLOGY FACILITY
Laurie E. Miroff, PhD Director
lmiroff@binghamton.edu

P O Box 6000
Binghamton, New York 13902-6000
607-777-4786, FAX 607-777-2288

PROPOSAL TRANSMITTAL

DATE: April 26, 2023

TO: Karen J. Carling
Foit-Albert Associates
435 New Karner Road
Albany, NY 12205

FROM: Laurie Miroff, PhD and Christopher D. Hohman

SUBJECT: Architectural Survey, PIN 5763.87, Church Street over Tannery Brook Culvert Replacement Project (23PR02739), New York

Attached is a scope of services and a cost estimate for a brief architectural survey for four structures in the Village of East Aurora, Erie County, New York. PAF and kta preservation specialists will provide clear and concise architectural documentation, resource photos, and maps.

Our cost estimate for the Architectural Survey: \$3,948.00 (fixed price cost).

I have attached a Notice to Proceed letter for the project from our Research Foundation. If you accept the proposal, please sign and return a copy of that letter to this office. We will be authorized to start upon receipt of the signed letter.

Please let me or Chris Hohman know if you need additional information.

Discuss

NOTICE TO PROCEED

DATE: April 26, 2023

TO: Dr. Laurie Miroff
Public Archaeology Facility
State University of New York at Binghamton
P.O. Box 6000
Binghamton, New York 13902-6000

FROM: Karen Carling
Foit Albert Associates
435 New Karner Road
Albany, NY 12205

SUBJECT: Notice to Proceed - Architectural Survey, Church Street over Tannery Brook Replacement Project (PIN 5763.87), Village of East Aurora, Erie County, New York

Foit Albert Associates (**Sponsor**) accepts the proposal submitted on April 26, 2023 by the Research Foundation for the State University of New York on behalf of the Public Archaeology Facility (PAF) for the above-referenced project. That proposal and this NTP constitute the agreement between the two parties.

This letter will serve as authorization for PAF to proceed with this project. The term of this agreement is effective from the date of acceptance, as indicated by the signature and date below, through the end of the project's scope.

Foit Albert Associates (**Sponsor**) will pay fixed price costs of **\$3,948.00**.

This agreement may be terminated by either party with 30 days written notice to the other party, with the notice directed to the person named above.

SPONSOR ACCEPTANCE:

NAME & TITLE (*Please print or type*)

SIGNATURE

DATE () TELEPHONE NUMBER EMAIL

Person signing this acceptance has the authority to commit funds for this project and ensures that payment is made as requested above. Inclusion of a telephone number is mandatory. This agreement is not contingent upon payment by any third party to the sponsor.

Service Agreement (SA)

Pursuant to NYS Office of General Services Contract PS68706

Time Warner Cable Northeast, LLC D/B/A Spectrum shall provide Customer with an Fiber Internet Access service locations listed below, based upon the terms and conditions of the New York State Office of General Services Contract PS68706

Customer Name:	Town of Aurora
Date:	05/02/2023

Section 1. Billing Information

Billing Name:	Town of Aurora
Street Address:	575 Oakwood Ave
City, State and Zip Code:	East Aurora, NY 14052
Billing Contact:	Kathleen Moffat
Contact phone number:	716-652-7590

Section 2. Service location Information

Service Location A	
Service Location Name:	Town of Aurora
Street Address:	575 Oakwood Ave
City, State and Zip Code:	East Aurora, NY 14052
Installation Contact:	Kathleen Moffat
Contact phone number:	716-652-7590
Email Address:	kmoffat@townofaurora.com

Section 3. Initial Term of Service

Term	Effective Date:
36 Month	Time Warner Cable Northeast, LLC D/B/A Spectrum Completion notice

Section 4. Circuit and Pricing Information

Customer will not be eligible to receive any other additional discounts, promotions and/or credits. The rates and charges set forth in this SA do not include, but are subject to Taxes, Surcharges and Fee charges (as set forth in the Agreement, OGS PS68706, Award 23100, Group 77017).

Customer will pay the following monthly recurring charges ("MRC"), which are fixed for the Term of this SA and the Installation costs.

<u>Service Description</u>	<u>Service Location</u>	<u>Speed and/or Quantity</u>	<u>Monthly Recurring Charge</u>	<u>Install Charge</u>
Fiber Internet Access with 5 static IP Addresses	575 Oakwood Ave East Aurora, NY 14052	50Mb Download by 50Mb Upload	\$449.00	\$0.00
Monthly Recurring Circuit and Fiber Connect Plus Charges			\$449.00	\$0.00
Estimated Monthly Recurring Taxes			\$0.00	\$0.00
Estimated Monthly Recurring Total			\$449.00	\$0.00
One-time (Construction) Costs as defined in OGS Contract PS68706			\$6535.06	



Section 5. Additional Terms and Conditions

In lieu of upfront payment of One-Time Costs (as defined in NYS OGS Contract #PS68706) of \$6,535.06 and as identified in Section 4, "Circuit and Pricing Information" above, Customer agrees to the Initial Term of Service outlined in Section 3 this Service Agreement of 36 months (the "Initial Term of Service"). In the event that the Customer terminates any portion of the Service during the Initial Term of Service, Customer will pay to Time Warner Cable Northeast, LLC, d/b/a Spectrum, an amount equal to 1 / 1 of the One-Time Costs, multiplied by the number of months, or any portion thereof, remaining in the Initial Term of Service.

Electronic and Counterpart Signatures. This Service Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or PDF image signatures shall be treated as original signatures.

Customer: Town of Aurora	Time Warner Cable Northeast, LLC D/B/A Spectrum
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

James Bach

From: Cathie Thomas <cathie.thomas@east-aurora.ny.us>
Sent: Wednesday, March 29, 2023 10:52 AM
To: James Bach
Subject: Proposal for Fiber Internet Access for Town and Village
Attachments: Resolution Village-Town Share Fiber Lines.docx

Good morning, Jim,

For some months now, Shane, Maureen and Nick have been speaking with our Spectrum sales rep about changing our standard Internet connection at 571 Main Street to one dedicated fiber line. That would provide significantly improved speed and reliability for Police and Dispatch operations and the Courts would also connect to that.

Maureen mentioned to me that as the Village considers this, perhaps the Town might consider the same thing for the building here at 575/585 Oakwood. So, I drafted the attached proposed resolution.

On the cost side for the Town, if what you currently pay is comparable to what the Village currently pays, about \$150 per month for one connection, then your current total monthly cost is about \$450 for the three connections – Town admin, Senior Center and the Courts. The cost for the fiber line, for the level Nick is recommending (50Mb), is about \$450 per month, so it would seem to be basically a break-even proposition for the Town.

Please provide any feedback on the resolution, and expecting we can come to an agreement, then each board can put this on an agenda for approval at an upcoming meeting.

Cathie

Cathryn C. Thomas
Village Administrator
Village of East Aurora

585 Oakwood Avenue
East Aurora, NY 14052

716-652-6000; Option 5

www.east-aurora.ny.us



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**Joint Resolution of the East Aurora Village Board and
Aurora Town Board for Obtaining and Sharing Fiber Internet Access**

WHEREAS, the East Aurora Village and Town of Aurora governments rely on internet access as a critical component of performing services for residents and customers of both communities; and

WHEREAS, both the Village and Town currently have internet access services provided individually as standard business accounts, with the Village having one account for administration at 585 Oakwood Avenue and one account for the Police Department, including dispatch services, at 571 Main Street, and with the Town having one account at 101 King Street for the Senior Center and one account at 575 Oakwood Avenue for administration and one account at 571 Main Street for Town Courts; and

WHEREAS, the two accounts at 571 Main Street – one each for the Village and Town – could be consolidated and served with one fiber internet access line running into that building, and the other three aforementioned accounts – one for the Village and two for the Town – could be consolidated and served with one fiber internet access line running into the building at 575/585 Oakwood Avenue; and

WHEREAS, having one fiber internet access line running into each of the aforementioned buildings will increase data speed and reliability compared to the current standard accounts being utilized; and

WHEREAS, the Village and Town have an existing intermunicipal agreement to share space at each of the aforementioned buildings and the governing bodies of each entity concur that sharing services wherever practical is in the interest of all Village and Town citizens and customers.

NOW, THEREFORE, BE IT RESOLVED, that the East Aurora Village Board and Aurora Town Board shall arrange for new Fiber Internet Access service with one fiber line at each building: the Village-owned building at 571 Main Street and the Town-owned building at 575/585 Oakwood Avenue, and that subsequent to the Fiber Internet Access being activated, each entity shall cancel their current standard internet connection accounts; and

BE IT FURTHER RESOLVED, that Spectrum/Charter is the vendor for the new fiber internet access and services shall be obtained under a State Contract: OGS PS68706, Award 23100, Group 77017, with all terms and conditions under the State Contract in effect and controlling; and

BE IT FURTHER RESOLVED, that the Village Mayor and Town Supervisor are authorized to sign any agreements necessary to have new Fiber Internet Access service installed at 571 Main Street and 575/585 Oakwood Avenue; and

BE IT FURTHER RESOLVED, that the Village shall pay the installation and monthly costs for the line at 571 Main Street, which shall be available for use by Police, Dispatch and Town Courts, and the Town shall pay the installation and monthly costs for 575/585 Oakwood Avenue, which shall be available for use by Town Administration, the Town Senior Center and the Village Administration; and

BE IT FURTHER RESOLVED, that the Village shall not charge the Town for the use by the Town Courts of the Fiber Internet Access service at 571 Main Street and the Town shall not charge the Village for use by the Village Administration of the Fiber Internet Access service at 575/585 Oakwood Avenue, however the Village shall continue to have costs shared among partners for Internet Access proportionately as they relate police and dispatch operations at 571 Main Street; and

BE IT FURTHER RESOLVED, that the term of this Resolution and Agreement shall run concurrent with the existing agreement between the Village and Town for sharing each of the aforementioned buildings and shall become a part of that agreement at the next renewal period.

Trustee _____ made a motion to approve the foregoing resolution, which was seconded by Trustee _____, and duly put to a vote which resulted in the following:

- Trustee Lazickas _____ (Aye or Nay)
- Trustee Cameron _____ (Aye or Nay)
- Trustee Flynn _____ (Aye or Nay)
- Trustee Viger _____ (Aye or Nay)
- Trustee Schoeneman _____ (Aye or Nay)
- Trustee Scheer _____ (Aye or Nay)
- Mayor Mercurio _____ (Aye or Nay)

The Resolution was, therefore:

_____ Approved _____ Not Approved

Councilman _____ made a motion to approve the foregoing resolution, which was seconded by Councilman _____, and duly put to a vote which resulted in the following:

- Councilman Granville _____ (Aye or Nay)
- Councilman McCann _____ (Aye or Nay)
- Councilman Wochensky _____ (Aye or Nay)
- Councilman Snyder _____ (Aye or Nay)
- Supervisor Bach _____ (Aye or Nay)

The Resolution was, therefore:

_____ Approved _____ Not Approved

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5D

SCHEDULE A
STATEMENT OF SERVICES
Congregate Dining (Clean-up)
Technology Installation & Special Event Programming

To the fullest extent applicable, Agency hereby makes the representations and agrees to the terms and conditions set forth in this Schedule.

Part I - Services, Terms and Conditions

1. Services Provided:

Congregate Dining Clean Up: In its role as the Area Agency on Aging, the Erie County Department of Senior Services is responsible for the development of a coordinated system for the delivery of services to older persons residing in the planning and service area of Erie County in the State of New York. As part of this responsibility, the Department has been charged with the implementation of the Older Americans Act of 1965, as amended, which provides for the provision of nutritional services and certain specified social services to persons aged sixty and their spouses. The Department developed a design for service provision under the Older Americans Act of 1965, as amended, which draws on the resources of existing community-based service delivery organizations. This protocol details the service provision design including specific responsibilities of the sponsoring agency.

Senior Center Technology Project (SCTP): Department of Senior Services (Department) initiative utilizing the internet to link our congregare dining sites together and provide for the streaming of educational and recreational programming among them, as well as to older adults who are homebound. The congregare dining sites will access the internet-based platform to participate in programming, view and broadcast content. Senior Center staff will utilize/operate the system for activities and programs with guidance and support from Department staff.

A. Objectives

The general goal for the Nutrition Program for the Elderly is to enhance the lives of older persons by providing a social milieu conducive to the self-maintenance of physical and mental health by the individual program participants to the extent of his/her ability.

Specific objectives of the Nutrition Program include the following:

- i. The provision of meals containing at least 1/3 of the recommended Daily Allowance for adults sixty years of age and over, as specified by the Food and Nutrition Board, National Academy of Science, National Research Council.
- ii. The provision of specific social services which are: Transportation and Escort, Nutrition Education, Health and Welfare Counseling, Shopping Assistance, Outreach, Recreation, and Information and Referral.

B. Target Population

The target population of the Nutrition Project is those Erie County residents who are age sixty and over and their spouses. However, priority for service shall be given to those older persons with greatest economic or social need that is, those who, because of low income, physical or mental impairment, minority status, cultural or social isolation, are at greater need.

C. Program Design

The Nutrition Project of the Erie County Department of Senior Services will be administered by staff based in its headquarters designated by the County. The program will be operated by community organizations at their facilities, under contract with the County of Erie. Under this model of service

consistent with acceptable food service practices and as prescribed by the Department.

- xvi) The Agency will prohibit smoking in the kitchen area of the site(s) during meal preparation and serving periods.
- xvii) The Agency will provide adequate cleaning supplies, kitchen towels, and paper towels.
- xviii) The Agency will adequately care for and secure all equipment of the County left on the sites(s) premises for use by the Agency and will be fully responsible for such equipment.
- xix) The Agency will be responsible for ensuring that the mandated social and health services referred to in this protocol are provided to program participants. The Department will assist in the organization of the design of the social services provision.
- xx) The Agency will post a sign at the site advertising the Nutrition Program. This sign will be provided by the Department.
- xxi) The Agency will submit a weekly report, according to the form and procedure prescribed by the Department. The period for each weekly report will cover the period from 12:01 a.m. Saturday to 12:00 midnight Friday of each week. The weekly report is to be submitted to the Department no later than the Thursday following the week in which the meals were served. No reimbursement, as provided in Section 3.1, will be authorized without the timely receipt and approval of said weekly reports.

D. Evaluation Design

The Department is responsible for evaluation of the Nutrition Program for the Elderly and all services provided in connection with it. The Agency shall cooperate with the Department in the conduct of such evaluations that are deemed appropriate from time to time.

2. Contract Personnel:

The Agency shall employ a Site Manager for a minimum of ten (10) hours per week, to be responsible for the Nutrition Program. The Site Manager will be responsible for implementing a program of educational and recreational activities at the dining site to encourage senior participation in the Nutrition Program. In the event that the position of Site Manager shall become vacant, the Agency shall as soon as possible appoint a person to fill the vacancy. In addition, the Agency agrees that the Nutrition Program will be additionally staffed by paid and/or volunteer personnel, as necessary.

Pursuant to New York State regulations, all Agency service personnel, both paid and volunteer, who handle contributions, must be bonded, with the exception of government employees and attorneys providing legal services. Agencies can obtain a "blanket bond" for all employees.

3. Facility Compliance:

The Agency undertakes and agrees that any program facility provided hereunder for a dining site shall be in full compliance with all applicable laws, regulations, and ordinances respecting health, sanitation, and fire protection and will supply the Department with proof of such compliance upon request by the Department. If said facilities should be cited for violations under these applicable laws, regulations, and/or ordinances, the Agency will be responsible for the correction of such violations as soon as possible after notification and within the period specified in the citation(s). The Agency represents that all required fire and sanitation inspections have been made and that it has adequately planned for the safety needs of the elderly who are to be beneficiaries of the Nutrition Program. The Agency agrees from time to time to satisfy the Department that adequate provision for such safety needs are in effect. The Agency agrees to procure and keep in effect all necessary licenses, permits and food handler cards required by law and the Agency agrees to post such licenses, permits, and cards in a prominent place within the site location(s), as required.

4. Contract Property:

All equipment supplied by the Department under this Agreement for **Congregate Dining Services** shall be deemed to be the property of the County and shall be used as far as practical by the Agency for the purpose

of carrying out the extent of the Agreement and shall not be available for general use by the Agency outside of this Agreement. All such equipment shall be identified in a suitable manner. Upon the termination of this Agreement, if not renewed, the Agency shall submit a final inventory of all such equipment on hand within thirty (30) days after completion of the services to be performed under this Agreement. Disposition of the inventoried property shall be made in accordance with applicable provisions of the law under the direction of the Department. The Agency shall reimburse the County for any loss or damage of said equipment due to fire, theft, or any cause other than normal use

All equipment supplied by the Department under this Agreement for the **Senior Center Technology Project** facilitating older adult recreational, educational, socialization and engagement activities shall be deemed to be the property of the County and shall be used as far as practical by the Agency for the purpose of carrying out the extent of the Agreement and for any Agency technology needs relating to adult recreational, educational, socialization and engagement activities serving older adults. All such equipment shall be identified in a suitable manner. Upon the termination of this Agreement, if not renewed, the Agency shall submit a final inventory of all such equipment on hand within thirty (30) days after completion of the services to be performed under this Agreement. Disposition of the inventoried property shall be made in accordance with applicable provisions of the law under the direction of the Department. The Agency shall reimburse the County for any loss or damage of said equipment due to fire, theft, or any cause other than normal use.

5. Contribution from Participants:

Since the Nutrition Program is contributory in nature, the Agency will provide the opportunity for participants receiving meals under this Agreement to contribute. Such contributions are to be voluntary, not fees levied by the Agency; and are not to exceed a maximum amount per meal established by the Nutrition Project, (**currently set at \$3.00**) except at the sole and independent discretion of the participant. The actual amount of the contribution is to be determined by the participant and the contributions are to be collected in such a manner as to ensure the confidentiality of the participant concerning if a contribution is made or not, and in what amount.

The procedure for protecting the confidentiality of the participants and the proper handling of the contributions collected will be prescribed by the Department. All contributions from participants shall be returned to the County and shall not be considered as Agency income. The Agency shall return contributions from participants to the County in a manner and according to a schedule prescribed by the Department. In the event participant contributions collected by the Agency are lost, misplaced, or stolen, before they are delivered to the designated Depository or to an official agent of the Erie County Nutrition Project, the Agency will replace the funds and deliver them to the County. The County will utilize all contributions from participants to directly benefit the Nutrition Program.

6. Fees for Meals Received by Staff, Guests, and/or Volunteers under age 60:

Staff, guests, and volunteers under age 60 (except for spouses of older participants) may consume a meal only when it will not deprive an eligible older person of an opportunity to receive a meal. Such staff, guests, and/or volunteers under age 60 are required to pay a fee for any meal received, as established by the Older Americans Act, its Regulations, the Administration on Aging, the New York State Office for the Aging, Department, its Advisory Board, and/or the Nutrition Project Council, whichever jurisdiction applies. Agency is responsible for collecting and returning said fees to the County in a manner and according to a schedule prescribed by the Department. In the event such fees collected by the Agency are lost, misplaced, or stolen, before they are delivered to the designated Depository or to an official agent of the Erie County Nutrition Project, the Agency will replace the funds and deliver them to the County.

The County will utilize all fees from staff, guests, and/or volunteers under age 60 to directly benefit the Nutrition Program. Any meal reported as received by staff, guests, and/or volunteers under age 60 for which fees are not collected and returned to the County by Agency will be deducted from any amounts payable by the County under this Agreement.

7. Agency Reimbursements:

The obligation of the County shall be limited to reimbursement to the Agency for expenditures by the Agency in accordance with the Agreement. The County shall not be responsible for payments to the Agency for any Agency expenditures in violation of this provision.

SCHEDULE E
REMUNERATION
Congregate Dining (Clean-up)
Technology Installation & Special Event Programming Reimbursement

The County shall reimburse the Agency for clean up after group meals a sum computed at twenty-five cents (\$0.25) per meal for each meal served at the congregate dining site(s) or any other authorized site or residence.

The County shall, in its discretion, require the Agency to document and certify that such funds reimbursed were specifically expended for the purpose of the meal clean-up.

In the event that the County makes funding available to increase the per meal rate stated above, the County shall provide the Agency with written notice of such increase and the effective date thereof, and the Agency shall accept the revised per meal rate without amendment to this Agreement.

The County, at its sole discretion, and subject to availability of Department of Senior Service's grant funding, may reimburse for all or part of the costs incurred by the Agency for installation and/or repairs of County provided technology equipment and software associated with the **Senior Center Technology Project**.

The County, at its sole discretion, and subject to availability of Department of Senior Service's grant funding, may reimburse for all or part of Agency incurred costs for **special event programming** conducted under County auspices, for older adult recreational, educational, socialization and engagement activities.

All expenditures must be approved by the County to be eligible for reimbursement. Requests for reimbursement must be submitted on forms approved by the County.

Reimbursement shall be contingent upon having on file with the Department an up to the date Certificate of Insurance, which shall be reviewed for approval by the County of Erie Department of Law. In the event the approve insurance certificate on file expires, all payments will be delayed until the requirements are met. In addition, the County reserves the right to terminate this Agreement should the Agency fail to provide the required insurance within 30 days of the policy's cancellation, expiration or lapse.

Contract Amendment

THIS AMENDMENT made on **January 1, 2023**, between the COUNTY OF ERIE, (herein, "COUNTY") a Municipal corporation of the State of New York, having its principal office in Buffalo, Erie County, New York, and **Town of Aurora**, a municipality of the State of New York (herein "AGENCY") having its office at **575 Oakwood Ave., East Aurora NY 14052**; amends the evergreen agreement made between the above-named parties on the **1st day of January 2017**.

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

1. Except as hereinafter set forth, this amendment is in addition to and not in substitution of the **January 1, 2017**, evergreen agreement between COUNTY and AGENCY, filed with the County Attorney's office as Document #17-12-SS (the "Agreement").
2. The Agreement is hereby amended to replace **Schedule A: Statement of Services- Congregate Dining (Clean-up) with Schedule A: Statement of Services Congregate Dining (Clean-up), Technology Installation & Special Event Programming.**
3. The Agreement is hereby amended to replace **Schedule E: Remuneration Schedule Congregate Dining (Clean-up) with attached Schedule E: Remuneration Congregate Dining (Clean-up), Technology Installation & Special Event Programming Reimbursement.**
4. Except as otherwise provided herein, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement has been signed by the duly authorized officers of the respective parties.

COUNTY OF ERIE

TOWN OF AURORA

Mark Poloncarz/Lisa M. Chimera

County Executive/Deputy County Executive

Date: _____

James J. Bach

Town Supervisor

Date: _____

Approved as to content:

By: (Electronically signed)

Angela Marinucci, Commissioner Dept. of Senior Services

Date: _____

Approved as to form:

By: (Electronically signed)

Aaron Rubin, Assistant County Attorney

Date: _____

WS-5

SE

THIS INTERMUNICIPAL AGREEMENT (Agreement), made the 24th day of April, 2023 by and between:

THE COUNTY OF ERIE, a municipal corporation of the State of New York, having an office and place of business at 95 Franklin Street, Buffalo, New York 14226, (hereinafter referred to as the "County")

and

THE TOWN OF AURORA, a municipal corporation of the State of New York, having an office and place of business at **575 OAKWOOD AVENUE, EAST AURORA, NY, 14052** (hereinafter referred to as the "Town").

WHEREAS, the County and Town, pursuant to General Municipal Law §§ 119-o, and 244-b, and otherwise, have municipal powers to design, improve, and maintain property for recreational purposes for the benefit of the public they serve, and to enter into joint agreements for the same; and

WHEREAS, the County and Town, pursuant to General Municipal Law § 95-a, and otherwise, are hereby authorized and empowered to establish, maintain and operate programs devoted in whole or in part to the welfare of the aging, and to contract with private, nonprofit corporations, associations, institutions or agencies for the operation and maintenance of such programs. Any such county, city, town, village or school district may appropriate, raise and expend moneys for the purposes of establishing, maintaining and operating, or contracting for the operation and maintenance of such programs, and may also receive and expend moneys from the state, the federal government or private individuals, corporations or associations for such purposes.; and

WHEREAS, the Town is the owner of certain real property (the "Property") described on **Schedule "A"** which is attached to and made a part of this Agreement; and

WHEREAS, the County desires to assist the Town in developing the Property, to the extent feasible, through funding kitchen upgrades including the installation of a screen door and painting the kitchen of the Senior Center which benefits the residents of the Town, and County (the substantial development of the Property into recreational space, and parkland is hereinafter referred to as the Project); and

WHEREAS, in order to develop the Property into the Project substantial engineering, and design expenses are required.

NOW, THEREFORE, in consideration of the premises and of the mutual representations, covenants and agreements herein set forth, the County and the Town, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

ARTICLE I
IMPROVEMENTS TO THE PROPERTY

Section 1.0. The Town shall undertake the activities set forth in **Schedule “B”**, which plans have been approved by the Town and the County, the services of which may be provided by inhouse design professionals (professional planners, licensed architects, and engineers), and reimbursed subject to certification of time and expense tracking, or professional services procured by the Town in compliance with General Municipal Law, and other applicable local laws.

ARTICLE II
PAYMENT

Section 2.0. In consideration of the improvements to be made to the Property, the County shall reimburse the Town an amount not to exceed **FIVE THOUSAND DOLLARS (\$5,000.00)**, payable pursuant to the table attached hereto as **Schedule “C”**. The County shall have no further obligation whatsoever for the Property.

Any and all requests for payment shall be submitted by the Town on properly executed payment invoices of the County, substantiate time and expense for services provided, and paid only after approval by the County. In no event shall a payment be made to the Town prior to

completion of all improvements, the submission of reports and the approval of same by the County.

All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Town for out-of-pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Town as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this Section 2.0 but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Town to cooperate with such audit. 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 Agreement.

ARTICLE III
**RIGHTS AND RESPONSIBILITIES OF THE TOWN
REGARDING THE PROJECT**

Section 3.0. The Town shall have sole authority and control over the development, operation, management, scheduling and maintenance of the Property. The Property shall be operated as a SENIOR CENTER, but shall be available to all County residents.

Section 3.1. The Town shall, at its sole cost and expense, assume full responsibility for the operation of the Property in accordance with this Agreement and for repair, maintenance and security of the Property in accordance with this Agreement, all to the satisfaction of the County.

Section 3.2. The Property shall be open and available to the general public and under no circumstance shall access be limited solely to residents of the Town or other designated local government.

Section 3.3. The Town shall, at its sole cost and expense, repair, maintain and properly supervise the Property, it being understood and agreed that such repair, maintenance and supervision shall be performed by the Town when necessary and to correct hazardous conditions. The Town shall, at its own cost and expense, keep any and all refuse in containers and remove and dispose of same as required.

Section 3.4. Following construction of improvements on the Property, said improvements shall be available to the public as required by this Agreement although the Town shall have sole discretion to schedule the use of same as appropriate.

Section 3.5. The Town shall, at its own cost and expense, promptly comply with all statutes, ordinances, rules, orders, regulations, codes and requirements of the Federal, State, County and local governments and all insurance requirements applicable to the said Property or any part thereof or applicable to this Agreement. This shall include, but not be limited to, any and all Federal, State and Local procurement laws; County Local Law No. 3-2018 known as the Erie County Workforce Development and Diversification New York State Certified Worker Training Program, and the New York State Environmental Quality Review Act (SEQR), all to the extent applicable. The County's Commissioner or his designee shall be entitled to enter the Property, or any part thereof, at any and all times for any and all purposes, without the need to obtain the consent or permission of the Town.

Section 3.6. All advertising and signage to be utilized by the Town in connection with the operation of the Property shall be subject to the prior written approval of the Commissioner and shall be provided to the County in advance for review. The Town shall acknowledge the County's contribution toward improvement of the Property on any signs erected at the Property and on any other publications, documents, etc. mentioning the Property.

ARTICLE IV

Has Been Removed from this Contract

ARTICLE V
INSURANCE and INDEMNITY

5.0. The Town shall procure and maintain insurance coverage for its maintenance, operation and/or repair of the Property as specified in **Schedule “D”** attached hereto and made a part hereof.

5.1 During the term of this Agreement, the Town agrees to cause its design professionals, contractors, sub-contractors and vendors to maintain insurance coverage consistent with the insurance requirements included as **Schedule “D”** attached hereto and to name the “County of Erie” as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work hereunder.

5.2 Notwithstanding the preceding sentence, the Town may provide proof of self-insurance in lieu of insurance policies for the work performed by its own professionals in the design of the Project.

5.3. To the fullest extent authorized by law, the Town, and its design professionals 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 Town or third parties under the direction or control of the Town; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

ARTICLE VI
RESPONSIBILITIES OF THE COUNTY

Section 6.0. The County shall have no responsibility for the operation, and maintenance of the Property other than to provide the payment set forth in Section 2.0 hereof.

ARTICLE VII
TERM OF AGREEMENT

Section 7.0. The term of this agreement shall be **ONE YEAR (1)** year commencing on **APRIL 24, 2023**, unless terminated sooner as provided herein.

ARTICLE VIII
NOTICES

Section 8.0. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses 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.

To the County:

Erie County Legislature
Office of the Minority Caucus
92 Franklin Street, 4th Floor
Buffalo, NY 14202

with copies to:

County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Town:

TOWN OF AURORA SENIOR CENTER
575 OAKWOOD AVENUE
EAST AURORA, NY 14052

with copies to:

Town Attorney

ARTICLE IX
MISCELLANEOUS

Section 9.0. Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void.

Section 9.1. The failure of the County to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the County may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 9.2. It is mutually understood and agreed that the terms, covenants, conditions and agreements herein contained shall be binding upon the parties hereto and upon their respective successors, legal representatives and assigns.

Section 9.3. This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 9.4. It is recognized and understood that the Town is not an agent of the County and in accordance with such status, the Town, its consultant(s), its subcontractor(s), and their respective officers, agents, employees, representatives and servants shall at all times during the term of this Agreement neither hold themselves out as, nor claim to be acting in the capacity of officers, employees, agents, representatives or servants of the County, nor make any claim, demand or application for any right or privilege applicable to the County, including without limitation, rights or privileges derived from workers compensation coverage, unemployment insurance benefits, social security coverage and retirement membership or credit.

Section 9.5. In the event that any one or more provisions, sections, subsections, clauses or words of this Agreement are for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this

Agreement, but this Agreement shall be construed and enforced as if such illegal or invalid section, subsection, clause or word has not been contained herein.

Section 9.6. This Agreement shall be deemed executory only to the extent of funds appropriated and made available for the purpose of this Agreement and no liability on account thereof shall be incurred by the County beyond the amount of such appropriated funds.

Section 9.7. The Town shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as **Exhibit “E”** and made a part hereof. The Town 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 Town 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 Town is not qualified to participate in future County contracts.

Section 9.8. All covenants, stipulations, promises, agreements and obligations of the Town and the County contained herein shall be deemed to be stipulations, promises, agreements and obligations of the Town and the County and not of any member, officer or employee of the Town or the County in his individual capacity and no recourse shall be had for any obligation or liability herein or any claim based thereon against any member, officer or employee of the Town or the County or any natural person executing this Agreement.

Section 9.9. This Agreement may be executed in two or more counterparts and all counterparts so executed shall for all purposes constitute one agreement binding upon all the parties hereto.

[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

TOWN OF AURORA

Mark C. Poloncarz / Lisa Chimera

County Executive / Deputy County Executive

Dated: _____

Name:

Title: _____

Dated: _____

APPROVED AS TO CONTENT

Name: STEVEN WHIPPLE

Title: Deputy Chief of Staff

Dated: _____

APPROVED AS TO FORM

Name: KRISTEN M. WALDER

Title: Deputy County Attorney

Document No. _____

Dated: _____