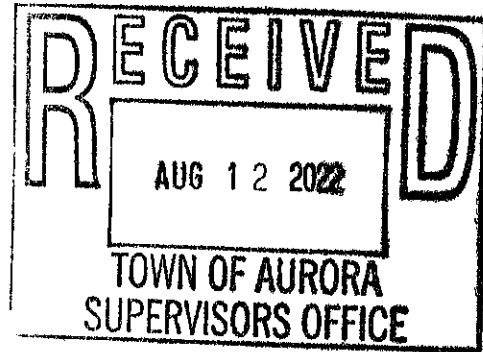


South Wales Fire C

6406 Olean Road, South Wales, NY 14139 Phone: (716) 654

WS-1 5A



August 9, 2022

Mr. James Bach, Supervisor
Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052

Dear Supervisor Bach,

The South Wales Fire Company would like to request monies from the COVID relief funds through the American Rescue Plan. In May, we discovered that these funds were already being awarded to other fire companies within our area. The Company experienced losses of approximately \$15,000 from cancelled fundraising events in 2020 and 2021. We wonder if there is a formal application process. Please feel free to contact me at 716-1 at schneckenbergerc@southwalesfire.com.

Sincerely,

Charlene Schneckenberger

Charlene Schneckenberger on behalf of the Board of Directors
South Wales Fire Company

CMS/kr

TOTAL - WALES/AURORA
34.2 65.8

WS-2 5B

SUPERVISOR
James J. Bach
(716) 652-7590
jbach@townofaurora.com



Martha L. Librock
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA

Aurora Municipal Center
575 Oakwood Avenue, East Aurora, NY 14052
www.townofaurora.com
October 4, 2022

To: Town Board
Re: Request to Attend Association of Towns Meeting 2023

Please approve my request to attend the New York State Association of Towns Meeting and Training School. The Early Bird Member registration rate is \$120 if booked before October 31, 2022. Rooms must also be booked by October 31st to get the discounted rate. The room will be \$279 per night for three nights. It will be taken out of Account A 5010.404, Highway Expense and Travel. The Meeting is scheduled from February 19-22, 2023 at the New York Marriott Marquis, New York, NY.

Thank you,

David Gunner
Highway Superintendent

Contingent on Budget Approval

To(OWNER): TOWN OF AURORA

Project: AURORA COMMUNITY POOL
690 SOUTH STREET
EAST AURORA, NY 14052

Application No: 1
Invoice No: 22052
Period To: 10/4/2022

From: THE PEYTON BARLOW CO., INC.
360 DELAWARE AVE.
SUITE 300
BUFFALO, NY 14202

Via(Architect): FFAE ARCHITECTS
6395 WEST QUAKER STREET
ORCHARD PARK, NY 14127

Architect's
Project No:

Contract For: UPDATES & REPAIRS TO TOA COMMUNITY POOL

Contract Date: 9/22/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	0.00	0.00
Approved this month	0.00	0.00
TOTALS	0.00	0.00
Net change by change orders	0.00	

1. ORIGINAL CONTRACT SUM.....\$ 374,670.00
2. Net change by Change Orders.....\$ 0.00
3. CONTRACT SUM TO DATE(Line 1 +/- 2).....\$ 374,670.00
4. TOTAL COMPLETED & STORED TO DATE.....\$ 36,333.40
(Column G on G703)
5. RETAINAGE(Column I on G703).....\$ 3,633.34
6. TOTAL EARNED LESS RETAINAGE.....\$ 32,700.06
(Line 4 less Line 5)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....\$ 0.00
(Line 6 from prior Certificate)
8. SALES TAX.....\$ 0.00
9. CURRENT PAYMENT DUE.....\$ 32,700.06
10. BALANCE TO FINISH, PLUS RETAINAGE.....\$ 341,969.94
(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: THE PEYTON BARLOW CO., INC.

By: *[Signature]* Date: 10-7-22

State of: *NEW YORK* County of: *ELIÉ*
Subscribed and sworn to before me this *7th* day of *OC*

Notary Public:
My Commission expires:

BRIAN TOFFLEMIRE
Notary Public, State of New York
Registration #01T06334681
Qualified in Erie County
Commission Expires Dec. 21, 2023

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 32,700.06
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:
By: *William A. Heik* Date: 10/19/22
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

WS-3

5C

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

Application Number: 1
 Application Date: 10/4/2022
 Period To: 10/4/2022
 Architect's Project No:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK BILLED		E THIS PERIOD	F MATERIALS STORED THIS PERIOD	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H % G/C FINISH (C-G)	I RETAINAGE
			FROM PREV. APPLICATION (D+E+F)	THIS PERIOD					
0100	GENERAL CONDITIONS	27,870	0	6,968	0	6,968	25	20,903	697
0213	SELECT DEMO	29,600	0	22,200	0	22,200	75	7,400	2,220
0214	SITework	22,500	0	0	0	0	0	22,500	0
0300	FOUNDATIONS	25,425	0	0	0	0	0	25,425	0
0310	FLATWORK	31,000	0	0	0	0	0	31,000	0
0400	MASONRY	21,625	0	0	0	0	0	21,625	0
0600	ROUGH CARPENTRY	29,360	0	0	0	0	0	29,360	0
0730	ROOFING	44,650	0	0	0	0	0	44,650	0
0800	DOORS AND FRAMES	7,451	0	0	0	0	0	7,451	0
0900	DRYWALL	5,800	0	0	0	0	0	5,800	0
0940	PAINTING	20,170	0	0	0	0	0	20,170	0
0945	EPOXY FLOORS/WALLS	20,440	0	0	0	0	0	20,440	0
1000	TOILET ACCESSORIES	17,120	0	0	0	0	0	17,120	0
1510	PLUMBING	47,600	0	4,760	0	4,760	10	42,840	476
1600	ELECTRICAL	24,059	0	2,406	0	2,406	10	21,653	241
Totals		374,670	0	36,333	0	36,333	10	338,337	3,633

WS-4

Date: September 26, 2022

5D-1 5D-2

TO: Town of Aurora David Gunner - Dgunner@townofaurora.com Martha Librock - Mlibrock@townofaurora.com 575 Oakwood Avenue East Aurora, NY 14052	RE:
---	--------------------

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings
 Prints
 Plans
 Samples
 Specifications
 Copy of letter
 Change order

COPIES	DATE	NO.	DESCRIPTION	ACTION CODE
1	9/23/22	1	Consultants Payment Request	

ACTION CODE:

1 For approval	6 No exceptions taken	11 Return ____ corrected prints
2 For your use	7 Make corrections noted	12 Prints returned after loan to us
3 As requested	8 Revise & resubmit ____ copies for review	13 _____
4 For review and comment	9 Rejected	_____
5 For bids due _____	10 Submit ____ copies for distribution	

Please process for payment.

Thank you,

Email: sdabb@foit-albert.com

COPY TO CENTRAL FILE SIGNED Scott Dabb, Accounting Manager

**RE: Church Street Over Tannery Brook
PIN 5763.87**

Progress Report No. 1: April 25, 2022 through September 2, 2022

Achievements

- Commenced survey and mapping
- Commenced environmental research including wetland delineation
- Began drafting the DAD
- Laid out preliminary designs for discussion

Scheduled Statement

- On Schedule

Budget Statement

- On Budget

Planned For Next Month

- Complete mapping
- Advance environmental work
- Submit a draft DAD

Items Required

- Nothing at this time

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 1
Work Period (this est.) FROM 1/26/19 TO 03/01/19		
Payee Name: Folt-Albert Associates 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date __/__/__. (completed by SPONSOR)	
	Original Contract Amount	\$160,698.92
	Current Contract Amount (includes thru approved S.A. NO.) RRDA NO. (if applicable)	\$160,698.92

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$0.00	
2. Work reported on this estimate	\$31,529.21	
3. Total work reported to date (must equal page 2)	\$31,529.21	
4. Adjustments (Sponsor use only) Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$31,529.21	
7. Previous payments	\$0.00	
8. Payment requested or processed	\$31,529.21	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb, do hereby certify that I am Controller of Folt-Albert Associates, PC, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

September 23, 2022

(DATE)



(SIGNATURE)

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
(Name) (Title)

in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

(DATE)

(SIGNATURE)

CONSULTANT'S REIMBURSEMENT REQUEST

SPONSOR CONTRACT NO.

ESTIMATE NO. 1

**IMPORTANT: The amounts reported below for each PIN must be supported by a
CONSULTANT'S REIMBURSEMENT REQUEST CONTINUATION FORM FIN 422
A SEPARATE FORM FIN 422 must be completed for each nine digit pin.**

**FAILURE TO REPORT ALL COSTS PROPERLY BY 9 DIGIT PIN
MAY RESULT IN THE REJECTION OF THIS ESTIMATE**

PIN (MUST BE 9 DIGITS)	WORKED PERFORMED			MAXIMUM ALLOC. THRU SA	FUNDS REMAINING OVER/UNDER
	CURRENT	PRIOR	TO DATE		
5763.87.121	\$31,529.21	\$0.00	\$31,529.21	\$160,698.92	\$129,169.71
5763.87-221	\$0.00	\$0.00	\$0.00	\$27,308.76	\$27,308.76
5763.87.321	\$0.00	\$0.00	\$0.00	\$3,414.62	\$3,414.62
TOTAL	\$31,529.21	\$0.00	\$31,529.21	\$191,422.30	\$159,893.09
LESS: RETAINAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NET OF RETAINAGE	\$31,529.21	\$0.00	\$31,529.21	\$191,422.30	\$159,893.09

Date: October 11, 2022

Aluch St. Project No. 220227.00
 RE: ~~East Fillmore~~ East Fillmore over Tannery Brook
 PIN 5763.88
 87

TO: Town of Aurora
 David Gunner - Dgunner@townofaurora.com
 Martha Librock - MLibrock@townofaurora.com
 575 Oakwod Avenue
 East Aurora, NY 14052

RE: *Aluch St.* East Fillmore over Tannery Brook
 PIN 5763.88
 87

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

Shop drawings Prints Plans Samples Specifications

Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION	ACTION CODE
1	10/11/22	2	Consultants Payment Request	

ACTION CODE:

1 For approval	6 No exceptions taken	11 Return ____ corrected prints
2 For your use	7 Make corrections noted	12 Prints returned after loan to us
3 As requested	8 Revise & resubmit ____ copies for review	13 _____
4 For review and comment	9 Rejected	_____
5 For bids due _____	10 Submit ____ copies for distribution	

Please process for payment.

Thank you,

Email: sdabb@foit-albert.com

COPY TO CENTRAL FILE SIGNED Scott Dabb, Accounting Manager

**RE: Church Street Over Tannery Brook
PIN 5763.87**

Progress Report No. 2: September 3, 2022 through September 30, 2022

Achievements

- Completed survey and mapping
- Continued environmental research including wetland delineation
- Continued drafting the DAD
- Laid out preliminary designs for discussion

Scheduled Statement

- On Schedule

Budget Statement

- On Budget

Planned For Next Month

- Complete ROW analysis and mapping
- Advance environmental work
- Submit a draft DAD

Items Required

- Nothing at this time

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)


PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 2
Work Period (this est.) FROM 1/26/19 TO 03/01/19		
Payee Name: Folt-Albert Associates 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date _/ _/ _ (completed by SPONSOR)	
	Original Contract Amount	\$160,698.92
	Current Contract Amount (includes thru approved S.A. NO.) RRDA NO. (if applicable)	\$160,698.92

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$31,529.21	
2. Work reported on this estimate	\$20,413.73	
3. Total work reported to date (must equal page 2)	\$51,942.94	
4. Adjustments (Sponsor use only) Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$51,942.94	
7. Previous payments	\$31,529.21	
8. Payment requested or processed	\$20,413.73	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb, do hereby certify that I am Controller of Folt-Albert Associates, PC, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

<u>October 11, 2022</u> (DATE)	 _____ (SIGNATURE)
-----------------------------------	--

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
 (Name) (Title)

in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

_____ (DATE)	_____ (SIGNATURE)
-----------------	----------------------

CONSULTANT'S REIMBURSEMENT REQUEST

SPONSOR CONTRACT NO.

ESTIMATE NO. 2

**IMPORTANT: The amounts reported below for each PIN must be supported by a
CONSULTANT'S REIMBURSEMENT REQUEST CONTINUATION FORM FIN 422
A SEPARATE FORM FIN 422 must be completed for each nine digit pin.**

**FAILURE TO REPORT ALL COSTS PROPERLY BY 9 DIGIT PIN
MAY RESULT IN THE REJECTION OF THIS ESTIMATE**

PIN (MUST BE 9 DIGITS)	WORKED PERFORMED			MAXIMUM ALLOC. THRU SA	FUNDS REMAINING OVER/UNDER
	CURRENT	PRIOR	TO DATE		
5763.87.121	\$20,413.73	\$31,529.21	\$51,942.94	\$160,698.92	\$108,755.98
5763.87-221	\$0.00	\$0.00	\$0.00	\$27,308.76	\$27,308.76
5763.87.321	\$0.00	\$0.00	\$0.00	\$3,414.62	\$3,414.62
TOTAL	\$20,413.73	\$31,529.21	\$51,942.94	\$191,422.30	\$139,479.36
LESS: RETAINAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NET OF RETAINAGE	\$20,413.73	\$31,529.21	\$51,942.94	\$191,422.30	\$139,479.36

Date: September 26, 2022

Project No. 220227.01

TO: Town of Aurora David Gunner - Dgunner@townofaurora.com Martha Librock - MLibrock@townofaurora.com 575 Oakwod Avenue East Aurora, NY 14052	RE: East Fillmore over Tannery Brook PIN 5763.88
---	--

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings
 Prints
 Plans
 Samples
 Specifications
 Copy of letter
 Change order

COPIES	DATE	NO.	DESCRIPTION	ACTION CODE
1	9/26/22	1	Consultants Payment Request	

ACTION CODE:

1 For approval	6 No exceptions taken	11 Return ____ corrected prints
2 For your use	7 Make corrections noted	12 Prints returned after loan to us
3 As requested	8 Revise & resubmit ____ copies for review	13 _____
4 For review and comment	9 Rejected	_____
5 For bids due _____	10 Submit ____ copies for distribution	

Please process for payment.

Thank you,

Email: sdabb@foit-albert.com

COPY TO CENTRAL FILE _____ SIGNED Scott Dabb, Accounting Manager

**RE: East Fillmore Over Tannery Brook
PIN 5763.88**

Progress Report No. 1: April 25, 2022 through September 2, 2022

Achievements

- Commenced survey and mapping
- Commenced environmental research including wetland delineation
- Began drafting the DAD
- Laid out preliminary designs for discussion

Scheduled Statement

- On Schedule

Budget Statement

- On Budget

Planned For Next Month

- Complete mapping
- Advance environmental work
- Submit a draft DAD

Items Required

- Nothing at this time

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 1
Work Period (this est.) FROM 4/25/22 TO 09/02/22		
Payee Name: Foit-Albert Associates 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date _/ _/ _. (completed by SPONSOR)	
	Original Contract Amount	\$194,783.63
	Current Contract Amount (includes thru approved S.A. NO.) RRDA NO. (if applicable)	\$194,783.63

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$0.00	
2. Work reported on this estimate	\$25,977.65	
3. Total work reported to date (must equal page 2)	\$25,977.65	
4. Adjustments (Sponsor use only) Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$25,977.65	
7. Previous payments	\$0.00	
8. Payment requested or processed	\$25,977.65	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb, do hereby certify that I am Controller of Foit-Albert Associates, PC, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

September 26, 2022
(DATE)



(SIGNATURE)

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
(Name) (Title)

In the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor; _____ to the best of my knowledge and belief.

(DATE)

(SIGNATURE)

CONSULTANT'S REIMBURSEMENT REQUEST

SPONSOR CONTRACT NO.

ESTIMATE NO. 1

**IMPORTANT: The amounts reported below for each PIN must be supported by a
CONSULTANT'S REIMBURSEMENT REQUEST CONTINUATION FORM FIN 422
A SEPARATE FORM FIN 422 must be completed for each nine digit pin.**

**FAILURE TO REPORT ALL COSTS PROPERLY BY 9 DIGIT PIN
MAY RESULT IN THE REJECTION OF THIS ESTIMATE**

PIN (MUST BE 9 DIGITS)	WORKED PERFORMED			MAXIMUM ALLOC. THRU SA	FUNDS REMAINING OVER/UNDER
	CURRENT	PRIOR	TO DATE		
5763.88.121	\$25,977.65	\$0.00	\$25,977.65	\$160,510.03	\$134,532.39
5763.87-221	\$0.00	\$0.00	\$0.00	\$30,858.98	\$30,858.98
5763.87.321	\$0.00	\$0.00	\$0.00	\$3,414.62	\$3,414.62
TOTAL	\$25,977.65	\$0.00	\$25,977.65	\$194,783.63	\$168,805.99
LESS: RETAINAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NET OF RETAINAGE	\$25,977.65	\$0.00	\$25,977.65	\$194,783.63	\$168,805.99



LETTER OF TRANSMITTAL

Date: October 11, 2022

Project No. 220227.01

TO: Town of Aurora
 David Gunner - Dgunner@townofaurora.com
 Martha Librock - Mlibrock@townofaurora.com
 575 Oakwod Avenue
 East Aurora, NY 14052

RE: East Fillmore over Tannery Brook
 PIN 5763.88

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings Prints Plans Samples Specifications
 Copy of letter Change order _____

COPIES	DATE	NO.	DESCRIPTION	ACTION CODE
1	10/11/22	2	Consultants Payment Request	

ACTION CODE:		
1 For approval	6 No exceptions taken	11 Return ____ corrected prints
2 For your use	7 Make corrections noted	12 Prints returned after loan to us
3 As requested	8 Revise & resubmit ____ copies for review	13 _____
4 For review and comment	9 Rejected	_____
5 For bids due _____	10 Submit ____ copies for distribution	

Please process for payment.

Thank you,

Email: sdabb@foit-albert.com

COPY TO CENTRAL FILE SIGNED Scott Dabb, Accounting Manager

4

**RE: East Fillmore Over Tannery Brook
PIN 5763.88**

Progress Report No. 2: September 3, 2022 through September 30, 2022

Achievements

- Completed survey and mapping
- Continued environmental research including wetland delineation
- Continued editing the DAD
- Laid out preliminary designs for discussion

Scheduled Statement

- On Schedule

Budget Statement

- On Budget

Planned For Next Month

- Complete ROW analysis and mapping
- Advance environmental work
- Submit a draft DAD

Items Required

- Nothing at this time

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 2
Work Period (this est.) FROM 9/03/22 TO 09/30/22		
Payee Name: Foit-Albert Associates 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date __/__/__. (completed by SPONSOR)	
	Original Contract Amount	\$194,783.63
	Current Contract Amount (includes thru approved S.A. NO.) RRDA NO. (if applicable)	\$194,783.63

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$25,977.65	
2. Work reported on this estimate	\$21,916.52	
3. Total work reported to date (must equal page 2)	\$47,894.17	
4. Adjustments (Sponsor use only) Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$47,894.17	
7. Previous payments	\$25,977.65	
8. Payment requested or processed	\$21,916.52	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb , do hereby certify that I am Controller of Foit-Albert Associates, PC, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

_____ October 11, 2022 (DATE)	 _____ (SIGNATURE)
-------------------------------------	--

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____

(Name) (Title)

in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

_____ (DATE)	_____ (SIGNATURE)
-----------------	----------------------

CONSULTANT'S REIMBURSEMENT REQUEST

SPONSOR CONTRACT NO.

ESTIMATE NO. 2

**IMPORTANT: The amounts reported below for each PIN must be supported by a
CONSULTANT'S REIMBURSEMENT REQUEST CONTINUATION FORM FIN 422
A SEPARATE FORM FIN 422 must be completed for each nine digit pin.**

**FAILURE TO REPORT ALL COSTS PROPERLY BY 9 DIGIT PIN
MAY RESULT IN THE REJECTION OF THIS ESTIMATE**

PIN (MUST BE 9 DIGITS)	WORKED PERFORMED			MAXIMUM ALLOC. THRU SA	FUNDS REMAINING OVER/UNDER
	CURRENT	PRIOR	TO DATE		
5763.88.121	\$21,916.52	\$25,977.65	\$47,894.17	\$160,510.03	\$112,615.86
5763.87-221	\$0.00	\$0.00	\$0.00	\$30,858.98	\$30,858.98
5763.87.321	\$0.00	\$0.00	\$0.00	\$3,414.62	\$3,414.62
TOTAL	\$21,916.52	\$25,977.65	\$47,894.17	\$194,783.63	\$146,889.46
LESS: RETAINAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NET OF RETAINAGE	\$21,916.52	\$25,977.65	\$47,894.17	\$194,783.63	\$146,889.46

WS-5 4A-1



ORDER FORM

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below ("Customer") from OnSolve, LLC ("OnSolve"), and is entered into as of the date the Customer signs (the "Effective Date").

Initial Term: 1.00 year(s) commencing on the Effective Date

Renewal Term: 1.00 year(s)

Customer Information	Company Name:	Town of Aurora, NY
	Street Address:	575 Oakwood Avenue
	City, State, Zip, Country:	East Aurora, NY, 14052, US
Billing Contact Purchase Order Number	Company Name:	Town of Aurora, NY
	Name:	Luke Wochensky
	Street Address:	575 Oakwood Avenue
	City, State, Zip, Country:	East Aurora, NY, 14052, US
	Phone:	1 (716) 208-6376
	Email:	lwochensky@townofaurora.com
Primary Contact <i>Note: this contact will be setup in the Services as an Administrator.</i>	Name:	Luke Wochensky
	Title:	Councilmember
	Phone:	1 (716) 208-6376
	Email:	lwochensky@townofaurora.com

Subscription Service Fees

Critical Communications

Item/Description	Order Term*	Qty	Annual Price**	Term Total
CodeRED Standard Unlimited Package	11/15/2022 - 11/14/2023	1	\$6,965.00	\$6,965.00
CodeRED Weather Warning	11/15/2022 - 11/14/2023	1	\$0.00	\$0.00
CodeRED Premium Data	11/15/2022 - 11/14/2023	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	11/15/2022 - 11/14/2023	3	\$0.00	\$0.00
Critical Communications Subscription Fees				\$6,965.00

ORDER TOTAL

\$6,965.00

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$6,965.00
--	-------------------

*Without increasing the Fees, OnSolve may adjust the Order Term dates above based on the Effective Date, provided that the length of the Term does not change.

**The Fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the Fees displayed above, and are the true and binding totals for this order.

All pricing is in US Dollars unless otherwise specified

Service Description – Critical Communications

CODE-Unlimited Pkg

- CodeRED Subscription Service
- Emergency and non-Emergency use
- Unlimited voice minutes, SMS Text, Email, RSS, TTY and Social Media messages
- Unlimited CodeRED Mobile Alert application push notifications
- Unlimited initiators
- Role based initiator permissions
- Esri based mapping
- Custom geocoding
- Managed Data Services with one (1) annual Data Load
- Two-Way messaging for contacts
- Dedicated public enrollment web page with branding
- Unlimited Opt-in categories
- Contact enrollment web page
- Web widget with enrollment link
- Voice based polling
- Reporting and analytics
- Resource Library
- Solution setup
- Base System Updates and Maintenance
- One (1) annual live web-based training – client dedicated
- Unlimited access to monthly web-based live and recorded trainings
- 24/7/365 support

Service Terms

- Use of the Subscription Service is intended for **Town of Aurora and Village of East Aurora NY**
- Population: **20,172**. A population increase above 10% may result in increased pricing.
- Emergency means threat to life and/or property.
- "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.

All Services being purchased by Customer in this Order Form shall be exclusively governed under the OnSolve standard terms and conditions set forth at the following URL: <https://www.onsolve.com/legal/TC-Government/> (the "Terms"). In the event of a conflict between the Terms and this Order Form, the terms of this Order Form shall control.

Town of Aurora, NY

By: _____

Name: Luke wochensky

Title:

Date:

INTERMUNICIPAL AGREEMENT

WS-5 4A-2

THIS INTERMUNICIPAL AGREEMENT (this "Agreement"), dated _____, 2022, is by and between the Village of East Aurora, with offices located at 585 Oakwood Avenue, East Aurora, New York 14052 (the "Village") and the Town of Aurora, with offices located at 575 Oakwood Avenue, East Aurora, New York 14052 (the "Town").

WHEREAS, the Town intends to enter into an agreement with OnSolve at Carahsoft ("Onsolve Agreement") for the CodeRed Emergency Alert System ("CodeRed") pursuant to the Onsolve at Carahsoft Government Contract #PM68178, Award Number 22802, a copy of which is attached hereto under Exhibit A; and

WHEREAS, the Village wishes to participate in the CodeRed program together with the Town and that same shall be on an unlimited basis for all services provided through CodeRed.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Town will make the CodeRed service available to the Village in accordance with the terms of the OnSolve Agreement, OnSolve's General Terms and Conditions (<https://www.onsolve.com/company/legal/government-terms-and-conditions/>), and this Intermunicipal Agreement.
2. CodeRed is intended to be used for incidents, legal notices, and events where the timely notification of an affected population or geographic area is essential. Each party will be responsible for setting the criteria and access rights to CodeRed on behalf of its own municipality. The Town shall supply the Village with a copy of applicable quote for each year this Agreement is in effect.
3. The Village shall be entitled to unlimited messages and activity on the CodeRed system.
4. The Village agrees to pay fifty percent (50%) of the costs as fees incurred by the Town for the CodeRed service related to services undertaken by the Village or jointly undertaken by the parties upon prior notice and agreement between the parties. Such payments shall be made on a yearly basis upon submission of a statement by the Town. The annual subscription fee is \$6,616.75 per year and the Village's portion is \$3,308.38. In the event that this Agreement is renewed after the first and subsequent years, the Village's share of such expense shall be \$3,308.38 per year. The Village shall be entitled to equal access and use of the CodeRed services as defined in Exhibit A.
 - a. The Village shall not otherwise be responsible for any installation, equipment, or removal costs related to the CodeRed service without prior written notice and acceptance by the Village.
 - b. The Village shall be provided with the necessary training in the use and operation of the CodeRed system by OnSolve at a time agreeable to the Village.
 - c. The Village and the Town shall have a separate and equal administrator log in with each municipality assigning their own administrator.
 - d. The Village shall not be responsible for late fees as a result of any late payments by the Town.
5. Any changes to the CodeRed system or Onsolve Agreement shall not be effective relative to the Village absent prior notice and acceptance in writing by the Village.

6. The Village may terminate this Agreement upon thirty (30) days' written notice to the Town in the event material changes are made to the CodeRed system or Onsolve Agreement without prior notice to and consent of the Village. The Town shall not have the authority to bind the Village to any incur any fees, costs or expenses beyond what has been agreed to as of the date of this Agreement.
7. For Village residents that do not directly sign up for receiving such messages, the Village maintains the right to exclude them from service or otherwise disconnect such residents from services and notifications.
8. Each party will designate the officials authorized to send out notifications using the system on its own behalf and notify the other party of those designations. There shall be no limit on the number of users on the system as determined by the Village.
9. This Agreement shall take effect as of the date of the last signature, below, and shall be coterminous with the OnSolve Agreement; provided, however, that this Agreement shall not take effect until it has been approved by both the Village Board of Trustees and the Town Council. The term of this Agreement shall be one year, with automatic one (1) year renewals, unless either party provides notice of its intention not to renew at least thirty (30) calendar days prior to the end of the then-current term of this Agreement.
10. All notices required under this Agreement shall be sent to the address first listed above via hand delivery and shall be effective as of the date delivered.
11. Each party shall defend, indemnify, and hold the other party harmless for any and all actual or threatened lawsuits, losses, damages, and costs, including reasonable attorneys' fees, that may arise out of the indemnifying party's negligent acts or omissions related to such party's use or deployment of the CodeRed System. Notwithstanding any language within the OnSolve Agreement to which the Village is not a signatory, the Village shall not be responsible for any prevailing party litigation expenses agreed upon by the Town. It is further agreed that the Village shall only be subject to the jurisdiction of the Courts in the State of New York with venue in the County of Erie.
12. The Village retains the right to its information and data and same shall be returned to the Village within sixty (60) days of the end of the Village's participation in this Agreement. Village data shall be separated from Town data at all times.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

TOWN OF AURORA

By: _____
 James J. Bach
 Supervisor
 Date:

VILLAGE OF EAST AURORA


By: 
 Peter Mercurio
 Mayor
 Date:

EXHIBIT A

See attached.

5E



BUDGET TRANSFER REQUEST FORM

Please note the following guidelines:

- A shortage of less than \$750 per line can be satisfied with this form requesting a budget transfer(s) between lines that are within the responsibility of a single Department Head. These will require the approval of the Supervisor.
- A shortage of \$750 or more per line can be satisfied with this form requesting a budget transfer(s) between lines that are within the responsibility of a single Department Head. These will require the approval of the Town Board.
- A shortage of any amount can be satisfied with this form requesting a budget transfer(s) between lines which fall under the responsibility of different Department Heads. These will require the approval of the Town Board.
- Budget transfers must be made PRIOR to the expenditure.
- All budget transfers must be submitted to the Supervisor's Office using this form.

DEPARTMENT HEAD NAME (printed): KATHLEEN MOFFAT
 SIGNATURE: *Kathleen Moffat* DATE: 10/11/22

1. \$ 2,800.00 FROM: A 1950 TAXES & ASSESSMENTS ^{DN} PROPERTY \$3626.25
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: A 1620.423 PREV. & CONTRACTUAL MAINT. \$8498.10
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: TO PREVENT OVERDRAWN APPROPRIATION ACCT. - SENIOR CENTER FLOOR STRIP/WAX

2. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

3. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

4. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

5. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

APPROVALS:
 SUPERVISOR SIGNATURE : *James A. Barts*
 TOWN BOARD MEETING APPROVAL DATE: _____

Date: 10-11-2022
 Action #: _____

5F



Town of Aurora
Department of Parks & Recreation

575 Oakwood Avenue
East Aurora, New York 14052

Office (716) 652-8866
Fax (716) 652-5646

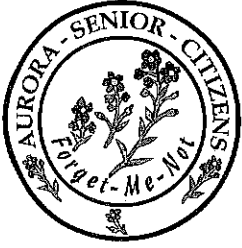
recreation@townofaurora.com
www.aurorarec.com

To: Town Board
From: Meaghan Tent
Date: 10/11/22
Re: New Hire

Approval is requested to hire additional part time recreation staff

2022 PERSONNEL RECOMMENDATIONS - DAYCAMP/SPORTS/SPECIAL PROGRAMS

Rec. Attendants	Address	Title	# Years	2022
Megan Cassidy	357 S. Park Pl., EA	Sports/Sub	1st Yr	\$13.30



TOWN OF AURORA SENIOR CENTER

101 King Street, Suite A
East Aurora, New York 14052
Phone: (716) 652-7934
Fax: (716) 652-9083

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MEMO

TO: SUPERVISOR JAMES BACH & TOWN BOARD MEMBERS

FROM: DONNA BODEKOR, SENIOR CITIZEN RECREATION LEADER

DATE: October 14, 2022

I am asking for permission to purchase a new sound system for our dining room. I have included 2 quotes with the lowest cost from Cinema and Sound with the price of \$5057.98. I also contacted Southtown Audio Video for a third quote several times with no response from them. The funds will be taken from line A6772.401. These funds are part of the Erie County Legislature award for \$10,000.



Cinema And Sound WNY

Estimate

Estimate No: 4250
Date: 07/18/2022
For: Town Of Aurora Senior Center
dbodekor@townofaurora.com
101 King street east aurora
(716)713-5801

3566 North Buffalo
Orchard Park NY, 14127
(716) 667-9473
Ryan14006@gmail.com
www.CinemaAndSoundWNY.com

Description	Quantity	Rate	Amount
DBX - Zone Pro 640 Digital Zone Processor	1	\$799.00	\$799.00
Dbx - zc8 source select keypad w/volume	2	\$69.99	\$139.98
Sonance - PS-C61RT 6" In-Ceiling Speaker (Pair)	4	\$360.00	\$1,440.00
Jbl -CSA 2300z 2 channel 70v amplifier	1	\$919.00	\$919.00
Speaker Wire - 14/2	350	\$0.48	\$168.00
Cat6 (for Keypads)	100	\$0.32	\$32.00
Labor - Run speaker wire from closet location to eight in ceiling speakers. Install speakers with tile bridges in each room for maximum coverage. Install two Keypads for control of source and volume in each area. Install all head end equipment(DBX system, Amp, Microphones).. Program DBX system and set all levels. Test and Tutorial	1	\$1,560.00	\$1,560.00
		Subtotal	\$5,057.98
		TAX 0%	\$0.00
		Total	\$5,057.98
Total			\$5,057.98



PRESENTATION CONCEPTS CORPORATION
 Audiovisual - Performance Audio - Commercial Sound Systems
 Servicing all of Upstate NY

Sales Quote

Audio Upgrade

Presentation Concepts Corporation
 6517 Basile Rowe
 East Syracuse, NY 13057

Today's Date: October 14, 2022
 Expiration Date: *See Details Below

Fed ID #: 16-1535373

Quote Number: 101422BP-1
 Town of Aurora Senior Citizen
 Customer: Center
 ATTN: Donna Bodekor
 Phone: (716) 652-7934
 Email: dbodekor@townofaurora.com

Sales Person: Becky Perham
 Phone: (315) 437-1314 ext. 106
 Fax: (315) 437-0110
 Email: bperham@pccav.com

SALESPERSON	SITE SURVEY REP	PROJECT	PAYMENT TERMS*	SHIPPING TERMS	DELIVERY DATE
Becky Perham	Tom Hayes	Audio Upgrade	Net30	Plus Freight	12-16 Weeks After Receipt of Order (Subject to Equipment Availability)

* 1.5% Monthly finance charge applies to delinquent accounts

QTY	PART #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	PCC - AUDIO	Audio System: (16) Flush Mount 6" Ceiling Speakers (White), (2) Single Channel Audio Amplifiers, (2) Bluetooth Audio Receivers, (1) Wireless Handheld Microphone System, (1) 4x4 Audio DSP, (2) Wall Controllers, and (1) Equipment Rack with Shelves	\$ 6,968.00	\$ 6,968.00
		*Extron NYS Contract #PC67450		
		*Labor is quoted at NYS prevailing wage. If this is not required, PCC can requote labor.		
1	PCC-CABL	Cabling and Hardware	\$ 689.00	\$ 689.00

Equipment Sub Total:	\$ 7,657.00
Installation:	\$ 4,600.00
Programming:	\$ -
3 Year Standard PAM:	\$ 2,200.00
Shipping:	\$ 560.00
Plus Tax Where Applicable:	\$ -
Total:	\$ 15,017.00

*Special Notice: PCC will make its best effort to ensure pricing on this quote is good for 30 days. However, due to global supply chain disruptions and component shortages; pricing from select manufacturers and distributors are subject to price increase without notice. Prior to accepting this quotation, or submitting your purchase order, please contact your PCC Sales Representative or PCC Sales Department to verify all pricing on this quote is still valid. To accept this quotation, please fax a signed copy of this quote or a purchase order referencing PCC's quote number, Bid or Contract to the attention of your Sales Rep or PCC's sales department at (315) 437-0110.

*You can finance this purchase under PCC's AV Finance Program which includes all equipment, installation, programming, maintenance and support.

- *Pending customer credit approval.
- *36 Month Term: Available Upon Request
- *60 Month Term: Available Upon Request

Authorized Signature: _____

Please Note:

Payment Terms are Net 30 with 30% Down, Balance of equipment invoiced upon receipt of components, Final Balance invoiced upon substantial completion.

Payments made beyond 30 days are subject to a finance charge of 1.5% per month.

Special shipping requirements must be clearly stated on all PO's. (i.e. inside delivery, lift gate, etc.) additional fees may apply

A Re-stocking fee will apply to any returned equipment. Not all equipment is returnable. RMA required on all returns.

For sales over \$50,000, payment terms must be negotiated in advance to acceptance of purchase order

If this quote is being signed and returned in place of a Purchase Order being sent, please complete the following Bill To and Ship To addresses:

Bill To:

Ship To (If Different):

Scope of Work

Overview:

Town of Aurora Senior Center would like to install an audio system in their Cafe.

Terminology:

OFE - Owner Furnished Equipment

Others - Completed by other trade, not included in scope of work

VC - Video Conferencing

IFP - Interactive Flat Panel Display

WPS - Wireless Presentation System

Execution:

The cafeteria is setup as a dividable/combinable space via a partition wall in the center of the room. This audio system is designed so that each side can be used independently in a divide scenario or together in a combine scenario. All new audio equipment will be installed in a PCC provided rack frame that will be placed in the storage closet of the cafe. The customer will need to clear out the storage closet to make room for the rack. The customer will need to provide power in the closet for the rack.

In each side of the room, we will provide and install 8 flush mount ceiling speakers (white) in the drop ceiling tiles. Each set of 8 speakers will be powered by a new 200W amplifier. We will provide the following audio sources for the room through a new 4x4 digital audio processor:

- Side "A" Bluetooth receiver
- Side "A" wireless handheld microphone (this microphone will be owner furnished)
- Side "B" Bluetooth receiver
- Side "B" wireless handheld microphone (this microphone will be provided by PCC)

When in divide mode, the Side "A" sources will only be heard on Side "A" speakers; and vice-versa for Side "B". When in combine mode, all sources will be heard on all speakers. Users will select modes and make volume adjustments via a wall mounted keypad controller on in each side. Exact location of each keypad controller is TBD.

End user system orientation will be done when the installation is complete.

Customer Responsibility, including but not limited to:

- All AC Power
- All Network and CATV Connectivity

NOTE:

Although PCC tries to support all BYOD technologies we cannot ensure complete compatibility for devices (and resolutions of devices) not specifically called out during the site survey/needs analysis process. It is impossible to anticipate the requirements of all current and future equipment. We make every effort to design and integrate according to the current industry standards, however cannot be responsible for additional hardware/software required to accommodate equipment, components, or devices not discussed during the design process.

PCC's Scope of Work is based upon site surveys, verbal, and written information provided by the Customer. While every effort has been made to determine installation conditions, on occasion unforeseen problems may arise. It is possible that as the project progresses, additional hardware, equipment and labor may be necessary to complete the project. Any additions will be considered change orders and will be handled under PCC's change order procedure to cover additional costs by PCC. All changes shall be submitted and approved in writing, with all prices and terms negotiated separately for the change order.

3 Year PCC Pro-Active Maintenance (PAM)

Detail of Benefits

PCC's Standard PAM Plan for AV systems enhances the manufacturers' warranties through on-site service/repair and unlimited phone support. Should a malfunction occur with your system, the plan assures rapid response (via telephone/e-mail/video) and onsite response as noted in the chart below. When you call with a problem, a member of our Service Center support team will attempt to remedy the issue over the phone. You will always receive priority technical phone support and have direct access to one of PCC's Certified AV Technicians. If we are unable to resolve the problem over the phone, a qualified service technician will be dispatched to your location to further evaluate the problem and, if possible, complete repairs on the spot. For on-site technical support we will provide a number of on-site technical visits (see below). If the number of purchased visits are exhausted, a \$350 Incident Trip fee will be charged for each additional incident. This maintenance plan also includes a number of preventative maintenance health check visits (see below) to inspect your system, test and validate all system functionality to confirm total system operational capability, check all cables and connectors, fine tune and adjust your equipment to manufacturer's specifications, including applicable firmware upgrades. PCC will provide a detailed performance report after each completed preventative maintenance health check visit. If any parts are required to repair your equipment, an estimate will be given before the work is performed. Should repairs require equipment be sent back to the manufacturer, equipment repair/replacement costs and shipping charges (if applicable, and not covered under manufacturer's warranty) will be billed to customer.

	No Plan	Standard Plan	Premium Plan	Custom Plan
Response Time	4-8 Business Hours	4 Business Hours	2 Business Hours	2 Business Hours
Onsite Response Time	Up to 7 Business Days	2 Business Days	1 Business Day	1 Business Day
Preventative Maintenance Health Check	None	2	1	1
Hours of Service	8am - 5pm, M-F	8am - 5pm, M-F	8am - 5pm, M-F	Extended
Service Calls	Time and Materials	2	4	Unlimited
Training	-	-	Custom	Custom
Service Parts Shipping	-	-	Ground	Expedited
PCC RM Remote Monitoring	-	-	Optional	Yes
Data Analytics & Reporting	-	-	Optional	Yes
Asset Management & Recycling	-	-	Optional	Yes
Extended Equipment Coverage	-	-	Optional	Yes

Maintenance/Service Terms and Conditions

General

Presentation Concepts Corporation (PCC) agrees to provide service and repair services in accordance with this agreement.

On-site visits shall include inspection, diagnostic, and, if necessary, adjustment, repair, or replacement of unserviceable parts. Parts shall be new or equivalent to new parts whichever are available at the time of the repair. All defective parts that are replaced shall become the property of PCC.

Under this agreement, the standard period for work response shall be Monday through Friday, 8am to 5pm, exclusive of legal holidays and PCC customary business holidays unless otherwise noted. Although PCC's Service Team will usually send out an e-mail to schedule a Customer's Preventative Maintenance Health Check visit. It is ultimately the Customer's responsibility to call and schedule their Preventative Maintenance Health Check visits.

Exceptions

Performing service, which would be impractical for PCC staff to render because of alterations in the system/equipment or its connection by mechanical or electrical means to another machine or device are not covered under this agreement.

Procuring and installing media, such as computer software, not supplied by PCC is not covered under this agreement.

During the equipment repair process, if it is determined that the cost of the repair exceeds 50% of the replacement cost of the unit, PCC will not proceed with the repair of said unit. Replacement cost of the unit is to be incurred by the customer.

PCC Order Acceptance Terms and Conditions

- This Scope of Work may contain proprietary information developed by PCC for the purpose of defining this specific project. Therefore, this information may not be used by the owner or other contractors without written consent.
- Any proposed changes to the Scope of Work must be in writing and be accompanied with the appropriate change orders.
- Final Completion is reached when the items listed on this document are fulfilled. This includes testing, commissioning, and orientation on fully operational integrated systems.
- Unless otherwise specified, all work to be done during regular business hours. (Monday-Friday 8-5). Any work mandated during other hours will require a change order for additional charges before proceeding with the work.
- Delays or lost time due to room availability once on-site work has been scheduled or started which causes any loss of productive work hours may result in additional labor charges. A change order for additional labor will be required before proceeding.
- Delays caused by other trades may result in charges for additional labor in order to maintain the agreed upon completion date. In this event, a change order will be required for the additional labor before proceeding.
- Building access must be provided (including any type of security checks, etc).
- Parking must be provided onsite as close to the physical location of the building as possible. Additional charges may be assessed to cover any additional labor required due to offsite parking restrictions, or for any parking permits or fees.
- If sections of the project require items or tasks which are to be completed by others. These items or tasks should be complete and available before PCC installation begins.
- Assumptions include facilities will not have any issues with PCC drilling into concrete/block walls.
- Customer is responsible for installation of all electrical outlets.
- If owner furnished equipment (OFE) and existing cabling is to be used, PCC assumes that these items are in good working condition at this time. Any repair or replacement of these items that may be necessary will be made at an additional cost.
- All OFE equipment must be onsite, accessible & in working condition, OFE Furniture & Millwork is delivered & set prior to PCC's scheduled trip, OFE AC Power pre-requisites in place, including conduit with pullstrings, floorcores, fire-rated poke-thrus, in-wall penetrations & firecaulking
- All Network configurations including IP addresses are to be provided, operational and functional before AV Installation begins. PCC will not be responsible for testing the LAN connections. All required OFE pre-requisites have been documented in writing (IP addresses, subnet masks, firewall permissions.)
- It is the customers responsibility to load and install any software that comes with their equipment onto the appropriate computers or networks. In the event that drivers are required to be installed for the equipment to be considered operational, PCC will install these drivers. It is the customers responsibility to give appropriate network permissions for the installation of these drivers. These permissions must be obtained upon the start of the project. If PCC is required to install software onto computers this will be charged to the customer at Time and Material unless otherwise specified in the scope of work.
- Cable or Satellite drops, if required, must be in place with converter boxes operational before the completion of installation. Any delay resulting in extra work caused by late arrival of these items will result in a change order for time and materials.
- All work areas should be clean and dust free prior to PCC beginning onsite installation of electronic equipment.
- Due to the custom nature of audiovisual and video equipment, not all equipment is returnable. Customer requested returns can only be made if the manufacturer approves the return. A restocking fee will apply to any returned equipment. RMA are required on all returns.
- Onsite contact must be present to sign off on Acceptance of Delivered System
- Payment terms are as follows: 30% down payment due with Purchase Order. Balance of equipment invoiced upon receipt of components by PCC or customer, verified by inspection or serialized itemization. Balance due upon substantial completion.
- Customer delays or cancellations day of scheduled trip may result in additional hourly labor per Technician/Project Manager/Engineer, zone-trip charges and mileage costs per vehicle. Rescheduling of installation will be based upon availability of PCC resources given our scheduling commitments to other projects. If the Customer requests the resources to expeditiously reschedule, an over-time rate may be assessed.