

Town of Aurora Town Board
Aurora Municipal Center
575 Oakwood Avenue
East Aurora, New York 14052

WS-1

Honorable Members,

I am writing on behalf of the Town of Aurora Open Space Committee (OSC) to provide an update on projects the committee is currently working on or considering. This is simply an effort to communicate the activities of the OSC to keep you informed and to seek your input and suggestions.

1. The OSC is currently investigating designs for an improved Hubbard Road entrance to Majors Park, and is identifying the potential for a hiking trail(s) on this side of Majors Park. As you are aware, the Olean Road entrance to the Park receives the most use, as it leads to the boardwalk that loops through the northern part of Majors Park. The Park is bisected by Cazenovia Creek. The southern, or lower, portion of the park, while considerably larger than the northern section, is generally used only by the most intrepid hikers, as there are few trails and in places the topography limits access.

The attached maps illustrate several of the committee's ideas for the southern section of Majors Park. Note that much of this is still in a conceptual stage, with nothing in final form at this point.

- a. The OSC is interested in making some lower cost improvements to the parking area on Hubbard Road. This would include creating an identifiable parking area for trail users- to avoid interfering with DPW material storage in the southern section of the parking lot. A new kiosk, perhaps built by BOCES (this has been discussed with them) and improved informational material and signage would enhance the area.
 - b. The OSC is exploring the possibility for a loop trail within the area identified on the map. It could circle from the parking lot around to the Hubbard Cabin and then return to the parking lot. The exact location and nature of the trail is under study by the OSC.
 - c. We would like to explore some possibilities for the Hubbard Cabin. While we have no pre-conceived concepts for this, the idea is that it perhaps could become a feature on the trail.
 - d. As depicted on the map, there is also the potential for creating a connection between Majors Park and the Owens Falls Sanctuary. This connection would only require a short path along Hubbard Road, where there are access points to both spaces.
2. Other projects which the OSC is considering for the longer range horizon include:
 - a. Updating the Town of Aurora Open Space Plan, which was created in 2012. The Plan needs updating to reflect what has been accomplished, and to reflect new opportunities for additional open space pursuits.
 - b. Potential trail development at the Mill Road Overlook. When the Overlook was originally conceived by the Open Space Committee there was interest in including a trail - which was never developed.
 - c. There are a number of open space areas throughout the Town, such as Knox Farm, Sinking Pond, Majors Park, Hamlin Park, Nicely Park, and Owens Falls to name a few. The OSC is interested in exploring potential connections (physical or with signage) that would direct the public to the opportunities for Town residents to explore and appreciate all of the areas.

I look forward to discussing the above with you and am available at your convenience.

Dale Morris, Chairman
Town of Aurora Open Space Committee

Comparison of Current Conditions at Majors Park Entrances

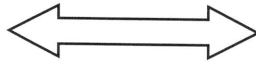
HUBBARD ROAD ENTRANCE



OLEAN ROAD ENTRANCE



Entrance Signs



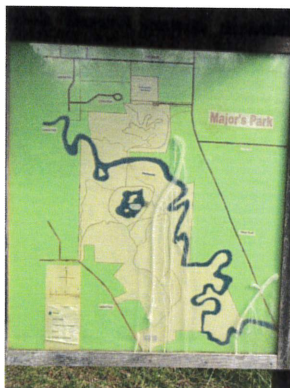
View at Entrance



Entrance Amenities



Entrance to Trails



Kiosk Maps



Town of Aurora

Open Space Committee

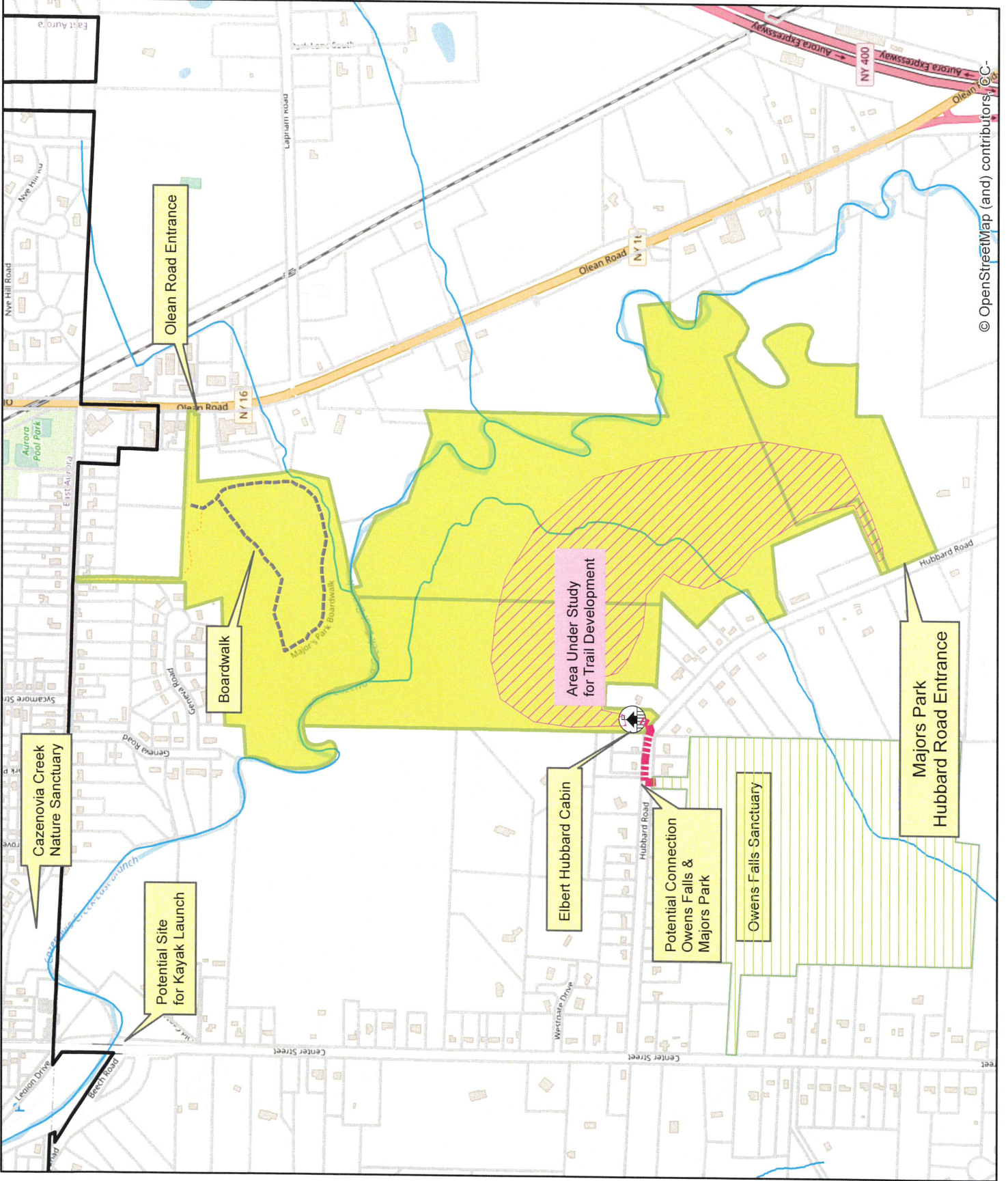
Majors Park

Hubbard Road Entrance and Trail Project



Legend

- Majors Park (Yellow shaded area)
- Boardwalk (Dashed blue line)
- Waterways (Blue line)
- Parcel Boundaries (Thin grey lines)
- Municipal Boundaries (Thick black outline)



© OpenStreetMap (and) contributors, CC-



Majors Park

Hubbard Road Entrance
and Trail Project

Town of Aurora
Open Space Committee

PARKING AREA CONCEPT

- Move existing fence back to allow for parking
- Create parking area perpendicular to Hubbard Road
- Create 2nd parking area if needed for trail users
- Construct new kiosk with new park map/new signage/ instructions
- Add new signage with Park Name and trail instructions
- Trail
- Storage area for DPW to remain



Legend
Parcel Boundaries



NYS ITS GIS Program Office



Kathleen Moffat

WS-2

5A

From: Shawn Roes <sroes@wrightir.com>
Sent: Wednesday, November 2, 2022 12:45 PM
To: Kathleen Moffat; Supervisor
Subject: Town of Aurora Comp Alliance January 2023 Renewal Information

Follow Up Flag: Follow up
Flag Status: Flagged

Good Afternoon Kathleen and Jim, I hope all is well. Below is some information on the program and the Town of Aurora's January 2023 Comp Alliance renewal. The Comp Alliance continues to focus and deliver funding stability and budget predictability to program members while continuing to enhance the surplus of the program to over \$66 million.

Several benefits the Comp Alliance provides to our 330+ members statewide include:

- **No Year End Premium Payroll Audit** - No year-end surprises
- **Stability** - Rate decreases the past 5 years along with a program surplus in excess of \$66 million
- **Multi-Year Fixed cost options** - 2 and in some cases 3-year fixed cost options are available to enhance budget predictability
- **Member Loyalty Awards** - Distributed the past three years - Returned a portion of the surplus as a monetary award to municipal members in 2019, 2020, 2021, 2022, and again in 2023.
- **Safe Workplace Award** - Positive contributing members to the program are eligible for this monetary award for performing well from a loss perspective. Over 74% of the members received a monetary award for this for loss performance in the 2019 and 2020 plan year. We will issue a Safe Workplace Award in 2022 for the 2021 plan year.
- **Risk Management** - Training available on-site and online including webinars, safety training videos, monthly safety bulletins, safety culture tool box talks, and access to Safety Source with over 850 safety training videos.
- **Personal Claims Management Service** - Every member has dedicated claims staff to ensure smooth handling of claims
- **Claim Reporting Portal** - Online claim reporting and access to claims information

For the Town of Aurora January 2023 Renewal we are providing a **funding contribution of \$70,604 which is a 5% funding decrease**. This funding decrease is despite a 6.5% payroll increase for this renewal. The Town is also eligible for a fixed cost 2-year term with the same contribution in year two. As you are aware, this option provides stability and budget predictability further down the road.

I have attached the Comp Alliance Participation Agreement for both the one and two year term. Please complete the agreement reflecting the term that best meets your needs and return this to me through email to renew coverage effective 1/1/23.

Also, important to note is that the Town of Aurora will be receiving our **Safe Workplace Award Check this month in the amount of \$7,438** for your performance during the 2021 year.

Once again, thanks for your continued support of our program, and if you have any questions or wish to discuss any of this please do not hesitate to let me know.

Thank You,
Shawn

Shawn Roes

Assistant Vice President of Marketing

www.compalliance.org

Phone: 315-506-5133

COMP  ALLIANCE



Wright Risk Management

A Division of Brown and Brown Insurance

www.wrightrisk.com

Insurance coverage cannot be bound, amended or cancelled via voicemail, facsimile or e-mail message without confirmation from an authorized Wright Insurance Group representative.

CONFIDENTIALITY NOTICE

This e-mail and all attachments may contain legally privileged and confidential information. If the reader of this email is not the intended recipient, or the employee, agent or representative responsible for delivering the e-mail to the intended recipient, you should immediately stop reading this message and delete it from your system. Any unauthorized reading, distribution, copying, or other use of this message, or its attachments is strictly prohibited. All personal messages express solely the sender's views and not those of The Wright Insurance Group. This message may not be copied or distributed without this disclaimer. Although this email and any attachments are believed to be free of any virus or other defect that might affect any computer system into which it is received and opened, it is the responsibility of the recipient to ensure that it is virus-free and no responsibility is accepted by The Wright Insurance Group or its subsidiaries or affiliates either jointly or severally, for any loss or damage arising from its use. If you have received this e-mail by mistake, please reply immediately to the sender and delete this email from your system.

Insurance coverage cannot be bound, amended or cancelled via voicemail, facsimile or e-mail message without confirmation from an authorized Wright Insurance Group representative.

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New York S
Municipal V
Compensa

1 YEAR TERM
AGREEMENT

Member Participation Agreement

Member: Town of Aurora

Agent: Direct

Participation Period: 1/1/23-12/31/23

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

How Group Self-Insurance Works: Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

Executive Director: Michael Kenneally
518-465-0128

Claims: Howard Bitner
516-750-9376

Member Services: Aaron Reader
866-697-7665

A. Coverages Provided by the Comp Alliance

Workers' Compensation Coverage: provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

Employers' Liability Coverage: provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides both Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

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C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

Claims Administration:

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run on quarterly basis, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

Loss Control Services

- Loss control inspections to all of members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

Member Services

- Educate members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information (in development).

D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

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The assessment is charged on a quarterly basis, and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit towards the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

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Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.

In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member: Town of Aurora
Date: _____
By: _____
Name: _____
Title: _____
Term: 1/1/23-12/31/23

Comp Alliance
Date: October 1, 2022
By: *Michael Kenneally*
Name: Michael Kenneally
Title: Executive Director

**Executive Director: Michael Kenneally
518-465-0128**

**Claims: Howard Bitner
516-750-9376**

**Member Services: Aaron Reader
866-697-7665**



New York
Municipal
Compensation

2 YEAR TERM
AGREEMENT

Member Participation Agreement

Member: Town of Aurora

Agent: Direct

Participation Period: 1/1/23-12/31/24

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program – a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

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In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member: Town of Aurora

Comp Alliance

Date: _____

Date: October 1, 2022

By: _____

By: *Michael Kenneally*

Name: _____

Name: Michael Kenneally

Title: _____

Title: Executive Director

Term: 1/1/23-12/31/24

**Executive Director: Michael Kenneally
518-465-0128**

**Claims: Howard Bitner
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**Member Services: Aaron Reader
866-697-7665**

SUPERVISOR
JAMES J. BACH
(716) 652-7590
jbach@townofaurora.com



WS-3

5B

TOWN CLERK
JENNIFER LOCK
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA
575 Oakwood Avenue, East Aurora, NY 14052
www.townofaurora.com

MEMO

TO: Aurora Town Board
FROM: Kathleen Moffat
RE: Proposed Updates to the Personnel Policy
DATE: 11/28/22

In an effort to continually monitor and update the Employee Personnel Policy, we met with labor attorney Heather Giambra to review the Overtime Compensation (Section 3.04), Flex Time (Section 3.05) and Vacation (Section 4.03) policies. (See attached.)

Section 3.04 Overtime Compensation

- Removed applicable job titles
- Paid lunch to be considered time worked
- Added legally required language regarding maximum hours and the option to cash out

Section 3.05 Flex Time

- Recommendation from Ms. Giambra to remove this section in its entirety

Section 4.03 Vacation

- Updated the “Continuous Full Time Service with the Town of Aurora on January 1” and the “Vacation Settlement as of January 1” to avoid extreme wait times for earned vacation

I respectfully request approval of the updated policies as summarized above and in full as attached, with a 1/1/23 effective date.

3.04 Overtime Compensation

Applies to Full-time (Group 2) employees who are classified as NON-EXEMPT from the Fair Labor Standards Act. Job titles may include but are not limited to Deputy Town Clerk, Building and Zoning Clerk, Assessment Clerk, Clerk to Town Justice, Recreation Attendant, Assistant to the Supervisor, Secretary to the Supervisor.

An employee will receive time and one-half pay, or time and one-half compensatory time off, at the discretion of the Department Head, for each hour worked over forty (40) hours per week. However, it shall only be straight time pay or straight compensatory time off for each hour worked between thirty-five (35) and forty (40).

Paid sick time shall be considered time worked for the purpose of overtime only at the discretion of the Department Head.

Compensatory time must be used during the calendar year in which earned. If compensatory time is earned in the month of December, it must be used within the first thirty (30) days of the New Year.

Overtime beyond the employee's normal work day or work week must be approved in writing by the immediate supervisor. Supervisors shall ensure that no unauthorized overtime hours are worked. The Department Head must keep a detailed record of compensatory time of all employees and attached such record to a signed time sheet. Compensatory time shall be administered as required and permitted by law.

3.04 Overtime Compensation

Applies to Full-time (Group 2) employees who are classified as NON-EXEMPT from the Fair Labor Standards Act.

An employee will receive time and one-half pay, or time and one-half compensatory time off, at the discretion of the Department Head, for each hour worked over forty (40) hours per week. The paid lunch will be considered time worked for purposes of overtime/compensatory time eligibility.

Paid sick time shall be considered time worked for the purpose of overtime only at the discretion of the Department Head.

Compensatory time may be accumulated up to a maximum of 240 hours and may be preserved, used as time off or cashed out.

Compensatory time must be used or cashed out during the fiscal year earned. If compensatory time is earned in the month of December, it must be used or cashed out within the first thirty (30) days of the New Year.

Overtime beyond the employee's normal work day or work week must be approved in writing by the immediate supervisor. Supervisors shall ensure that no unauthorized overtime hours are worked. The Department Head must keep a detailed record of compensatory time of all employees and attach such record to a signed time sheet. Compensatory time shall be administered as required and permitted by law.

CURRENT POLICY

PROPOSED: REMOVE THIS
SECTION IN ITS ENTIRETY

3.05 Flex-Time (Flex Hours)

Applies to Full-time (Group 2) employees who are EXEMPT from the Fair Labor Standards Act.

Job titles may include but are not limited to Superintendent of Buildings, Senior Citizen Center

Director, Director of Recreation, Code Enforcement Officer.

Flex-time is designed to allow individuals not eligible for overtime pay or compensation time to flex or reschedule the work week for time worked on Town of Aurora business outside of their regular working hours.

Flex, or rescheduled hours, must be in the same week or the week immediately following. Flex hours are only allowed for activities approved in advance by the Town, including but not limited to: required attendance at the Town Board meetings, Zoning Board of Appeals meetings and Planning Board meetings. Notification of required attendance must be given to the Town forty-eight (48) hours prior to the start of such meeting unless an emergency situation requires attendance. Flex-time does not include travel time.

Flex hours must be accrued and used in minimum of one-half hour (1/2 hour) increments. Flex hours must be noted on the employee's bi-weekly time sheet and daily log.

4.03 Vacation

1. Vacation leave will be granted to full-time employees hired on or before 1/1/2011 according to the following:
 1. The vacation year shall be January 1 through December 31.
 2. Length of continuous full time service with the Town of Aurora on January 1 will determine vacation entitlement for the following vacation year.

Continuous Full Time Service
with Town of Aurora on January 1:
One (1) Year

Vacation Settlement as of January 1:
Ten (10) days

One (1) additional day of vacation will be granted for each additional year of service on January 1, with a maximum of twenty (20) vacation days.

The vacation schedule shall allow one (1) additional day of vacation for each additional year of service on January 1 starting at seventeen (17) years of service with a maximum of twenty-five (25) vacation days.

2. Vacation leave will be granted to employees hired after 1/1/2011 according to the following:
 - a. The vacation year shall be January 1 through December 31.
 - b. Length of continuous full-time service with the Town of Aurora on January 1 will determine vacation entitlement for the following vacation year:

Continuous Full Time Service with the Town of Aurora on January 1.	Vacation Settlement as of January 1.
Less than one (1) year.	No days.
One (1) to less than two (2) years.	Five (5) days.
Two (2) to less than six (6) years.	Ten (10) days.
Six (6) to less than eleven (11) years	Fifteen (15) days.
Eleven (11) years or more	Twenty (20) days

4.03 Vacation

1. Vacation leave will be granted to full-time employees hired on or before 1/1/2011 according to the following:

1. The vacation year shall be January 1 through December 31.
2. Length of continuous full time service with the Town of Aurora on January 1 will determine vacation entitlement for the following vacation year.

Continuous Full Time Service with Town of Aurora on January 1:

One (1) Year: Vacation Settlement as of 01/01: Ten (10) days.

One (1) additional day of vacation will be granted for each additional year of service on January 1, with a maximum of twenty (20) vacation days.

The vacation schedule shall allow one (1) additional day of vacation for each additional year of service on January 1 starting at seventeen (17) years of service with a maximum of twenty-five (25) vacation days.

2. Vacation leave will be granted to employees hired after 1/1/2011 according to the following:

- a. The vacation year shall be January 1 through December 31.
- b. Length of continuous full-time service with the Town of Aurora on January 1 will determine vacation entitlement for the following vacation year:

Continuous Full Time Service with the Town of Aurora on January 1.	Vacation Settlement as of January 1.
Less than one (1) year	Five (5) days
One (1) to less than five (5) years	Ten (10) days
Five (5) to less than ten (10) years	Fifteen (15) days
Ten (10) + years	Twenty (20) days