

June 12, 2023

A meeting of the Town Board of the Town of Aurora took place on Monday, June 12, 2023, beginning at 7:00 p.m. immediately after the work session. The Board met in-person at the Aurora Municipal Center, 575 Oakwood Avenue, East Aurora, New York. The meeting was streamed via Zoom and YouTube.

Present:	Luke Wochensky Joseph McCann James F. Granville James J. Bach	Councilman Councilman Councilman Supervisor
Absent/Excused:	Charles D. Snyder	Councilman
Others Present:	Brigid Maloney Elizabeth Cassidy David Gunner Donna Bodekor Chris Musshafen Shane Krieger Elizabeth Wilber	Town Attorney Code Enforcement Officer Highway Superintendent Senior Center Director Recreation/Aquatics Director Chief of Police Live Stream Coordinator

Supervisor Bach opened the regular meeting at 7:00 p.m., following the conclusion of the work session.

Councilman McCann moved to approve the minutes of the May 22, 2023, work session and meeting. Councilman Wochensky seconded the motion. Upon a vote being taken: ayes – four	noes – none	Action #168 5/22/2023 minutes aprvd
Motion carried.		

AUDIENCE I: none

UNFINISHED BUSINESS:

Councilman Wochensky moved to set Monday, June 26, 2023 at 7:00 p.m. at the Aurora Municipal Center, 575 Oakwood Avenue, East Aurora, NY, as the date, time and place for a public hearing on the Open Development Area application from Bill and Mary Putney for 81 Heiler Drive, East Aurora, NY. Councilman Granville seconded the motion. Upon a vote being taken: ayes – four	noes – none	Action #169 Public Hrg set for 81 Heiler ODA
Motion carried.		

Councilman McCann moved to approve the following pay request from Allgaier Construction Corp., 4796 Thompson Rd., Clarence, NY:		Action #170 Pymt No. 3 to Allgaier Const. for SrCtr door proj aprvd
• Pay app no. 3: \$38,475.00 for materials and services rendered for the Senior Center Door Replacement project through May 31, 2023.		
Councilman Wochensky seconded the motion. Upon a vote being taken: ayes – four	noes – none	
Motion carried.		

NEW BUSINESS:

Councilman Wochensky moved to add items 5P – Highway budget transfer and 5Q – donation to Senior Center to the agenda. Councilman McCann seconded the motion. Upon a vote being taken: ayes – four		Action #171 Items 5P- budget transfer & 5Q SrCtr donation to agenda
noes – none	Motion carried.	

Councilman Wochensky moved to authorize the Supervisor to sign the following 2023 – 2028 Agreement for Police Services; seconded by Councilman McCann:

**AGREEMENT
FOR
POLICE SERVICES
2023-2028**

THIS AGREEMENT is entered into this 1st day of June, 2023 by and between the **TOWN OF AURORA**, a municipal corporation in the County of Erie and State of New York, with its principal office at 575 Oakwood Avenue, East Aurora, New York, 14052, hereinafter referred to as the "TOWN", and the **VILLAGE OF EAST AURORA**, a municipal corporation in the said Town of Aurora, County of Erie and State of New York, with its principal office at 585 Oakwood Avenue, East Aurora, New York, hereinafter referred to as the "VILLAGE".

1. LEGAL BASIS

This Agreement is governed by the laws of the State of New York.

2. POLICE SERVICES

During the term of this Agreement, the Village shall furnish police services to that area of the Town of Aurora lying outside the Village limits of the incorporated Village of East Aurora and in the following manner:

2.1 The Village will authorize and direct its members of the Police Department to patrol and operate police vehicles of the Village, along and over all of the public streets, highways, roads and thoroughfares of the Town of Aurora lying outside the Village limits of the incorporated Village of East Aurora under the supervision of the chief or his designee.

2.2 During the term of this Agreement, the Police Department of the Village and its members will be subject to call by residents of the Town residing within the said area for police services and the said Police Department will respond to all such proper calls with reasonable dispatch and act with diligence to protect persons and/or property from injury and/or death, to preserve the peace, to prevent the commission of crime and to apprehend those who shall have committed crimes or offenses in the said area. Such police services shall be provided by the Village to the Town on a seven (7) day, twenty-four (24) hour basis as determined by the Chief of Police in order to provide comparable police services for both the Town and the Village.

2.3 The Police Department of the Village shall enforce:

(a) State statutes, and county ordinances and laws in the Town to the same extent as enforced by the Police Department within the Village of East Aurora; and

(b) Town ordinances and laws in the Town to the same extent as they would be enforced if said ordinances and laws were applicable and consequently enforceable within the Village of East Aurora.

2.4 REPORTING

(a) The Police Department shall provide to the Town a monthly report of activities. This report shall include response times, the number of calls for service, reported crimes, arrests, crimes cleared by arrest and traffic citations. This report shall be separated into "Village" and "Town Outside Village" in addition to or in place of the current report using Quadrants.

(b) The Village Treasurer shall provide to the Town a quarterly budget status report for the Police and Dispatch departments. Reports will be due by September 1, December 1, March 1 and June 1.

2.5 AUTHORIZATION

The Town hereby authorizes and empowers all duly authorized members of the Police Department of the Village, during the term of this Agreement, to act and perform the duties as such police officers within the areas of the Town of Aurora which are outside the Village limits of the incorporated Village of East Aurora with the same powers, duties, immunities and privileges as if such officers were acting as such police officers and performing such duties within the Village of East Aurora, New York. Nothing contained in this Agreement shall be construed as in any way limiting the jurisdiction of such duly authorized and appointed members of the Police Department of the Village to act and perform the duties of such police officers in the area of the Town of Aurora hereinafter in this Agreement described, and such jurisdiction shall extend to all areas of the Town of Aurora both inside and outside the boundaries of the incorporated Village of East Aurora.

2.6 VILLAGE PROTECTION

The police protection to be provided pursuant to this Agreement is to be reasonable in nature. In the event the mobilization of the entire on-duty officers of the East Aurora Police Department is required to provide police protection for an emergency within the

Village, it is the responsibility of the Village to immediately contact the Erie County Sheriff's Department or New York State Police to request supplemental and alternative police protection. Acknowledging that General Municipal Law requires the Village to have priority to police protection within the Village, the Village acknowledges its responsibility and liability under this Agreement with urgency to request immediate alternate police services when such services are required within the Town. The determination of the mobilization of the entire on-duty officers of the East Aurora police force will be determined by the Chief of Police, taking into account the nature of the event being addressed.

2.7 UNIFORMS

The Village agrees to cause the uniforms of its police officers and the marked vehicles of its Police Department to be lettered in such a manner as to clearly indicate to the public that the said Police Department and vehicles are part of a Police Department that has jurisdiction both inside the boundaries of the Village of East Aurora and within the Town of Aurora outside the boundaries of the said Village of East Aurora during the period covered by this Agreement.

2.8 DOG CONTROL OFFICER

The police dispatcher will contact the dog control officer of the Town whenever calls are received from the Town and/or Village residents concerning dogs.

3. LIABILITY

3.1 VILLAGE

The Village shall assume liability for, defend against, and indemnify and secure the Town from all losses, expenses, damages, costs and attorney fees in defending or prosecuting any suit, action or other proceedings brought in connection with this Agreement, arising out of the performance of this Agreement. The Village shall cause all insurance policies covering the operations of its Police Department to be endorsed to include the Town as an additional insured on an endorsement basis and otherwise on the same basis as the Village is insured by and under said insurance policies, during the term of this Agreement. The Village shall furnish proof of insurance referred to above.

4. PERSONNEL

4.1 EMPLOYEE STATUS

For purposes of this Agreement only, all persons employed by the Village and providing police services to the Town shall be Village officers or employees and they shall not have any benefit, status, or right of Town employment.

4.2 INDEMNITY

All Village police officers performing services under this Agreement shall be deemed employees of the Village for the purposes of the Workman's Compensation Law and the Town shall not be responsible for the payment of any benefits there under.

5. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal police functions within the scope of this Agreement, every Village officer or employee engaged in providing police services to the Town shall be considered an employee of the Town.

6. FEES

6.1 ANNUAL FEE –

The Town shall pay the Village for services rendered pursuant to this Agreement, 49% of the Village's direct net expenses (gross expenses minus gross revenues) and an indirect administrative fee (fee of net expenses) for police services, according to the following schedule, with the following exception:

a) That the maximum reimbursement for personnel compensation and benefits will be based on the position allocations set forth in **Exhibit A – Reimbursement of Compensation and Benefits** or the actual cost, whichever is lower.

Administrative Fee Schedule

2.6% for 2023-2024

3.2% for 2024-2025

3.8% for 2025-2026

4.4% for 2026-2027

5.0% for 2027-2028

In addition, it is understood that the compensation and benefits for each position/category listed in **Exhibit A** shall be in accordance with any Collective Bargaining Agreements in effect at that time between the Village of East Aurora and East Aurora Quaker Club Police Benevolent Association and CSEA Local 1000 AFSCME AFL-CIO Local 815 (vehicle mechanic). The Village Board shall determine the compensation and benefits for non-union staff.

Expenses shall include at least the following but not limited to:

Personnel Compensation and Benefits
(e.g., FICA, Workers Comp., Life Ins., Health/Medical Ins.,
Dental/Optical Ins., Disability Ins.) (See Exhibit A)
NYS Retirement
Equipment
Operating Expenses
General Liability and Professional Liability Insurance
Legal Expenses
Debt
Administration Fee according to schedule of net police service cost

Revenues shall include at least the following but not limited to:

Police Fees
Stop DWI Fees
Dare Donation
K-9 Donation
SRO from EA School
Insurance Recovery
Worker's Compensation & Disability Reimbursement
BUNY & Step Grants
Grants (as applicable)

Central Police Dispatch Cost shall consist of 49% of allocated cost as per the Joint Service Agreement, dated March 3, 1977, (currently 60% of net central dispatch cost) or as amended.

Amount to be calculated annually based on the actual expense and revenues for the Village's prior fiscal year June 1, through May 31, of each year.

6.2 PAYMENT OF FEE

The Village shall provide the yearly payment figure to the Town on or before August 31st for payment in the next succeeding calendar year.

The Town shall pay the Village no later than February 28 of each year in accordance with **Exhibit B – Payment Schedule**.

The parties to this Agreement acknowledge that the figures given to the Town by the Village may not include certain cost figures in the Village's Police operation, such as retroactive benefits received under Collective Bargaining Agreements, contributions to retirement systems, and similar items, because they were not available to the Village by August 31 of a particular year in question. The parties agree that every year during the term of this Agreement and after the expiration of this Agreement, the Village will submit to the Town such lag and/or retroactive costs that were not included in the prior year's (s') costs and shall thereafter invoice the Town for the same, and the Town will pay the same to the Village within sixty (60) days after receipt of such invoice from the Village. In the event of non-payment within sixty (60) days, the interest provisions of Section 6.3 shall apply.

6.3 INTEREST

The Town of Aurora further agrees to pay to the Village of East Aurora interest on the sums due as calculated above on a per diem basis from May 31 of the previous calendar year to the day of payment in the event payments are not made by February 28 of any given year. The rate of interest to be paid by the Town of Aurora shall be the thirty-day certificate of deposit rate in effect at Manufacturer and Traders Trust Company (M & T Bank) on May 31 of the previous calendar year.

7. TERM

This Agreement shall be effective as of the 1st day of June 2023 and shall terminate on the 31st day of May 2028. In the event the Village decides not to renew the Agreement, they shall provide written notice to the Town by August 1, 2027. In the event the Town decides not to

renew the Agreement, they shall provide written notice to the Village by December 31, 2027. This Agreement shall automatically renew for a one-year period (June 1, 2028 through May 31, 2029) in the absence of any such written notice by the Town and the Village, with all terms and conditions remaining the same, including that the administrative fee shall be 5%.

8. DISPUTES

Should any dispute arise between the parties respecting the terms of this Agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York, by three (3) arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within fifteen (15) days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

9. AUTHORITY FOR EXECUTION OF THE AGREEMENT

The Mayor has executed this Agreement pursuant to Resolution adopted by the Board of Trustees of the Village of East Aurora at a meeting thereof held on June 5, 2023. The Supervisor of the Town has executed this Agreement pursuant to Resolution adopted by the Town Board of the Town of Aurora at a meeting thereof held on June 12, 2023.

10. NOTICES

Any and all notices and payments required hereunder shall be addressed as follows, or to such other address as may hereafter be designated in writing by either party hereto.

To the Village of East Aurora: 585 Oakwood Avenue, East Aurora, NY 14052

To the Town of Aurora: 575 Oakwood Avenue, East Aurora, NY 14052

11. WAIVER

No waiver of any breach of any condition of the Agreement shall be binding unless in writing and signed by the party waiving said breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition or such or any other breach unless the waiver shall include the same.

12. MODIFICATION

This agreement consists of the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused those present to be signed the day and year first above written.

EXHIBIT A

**REIMBURSEMENT FOR
COMPENSATION AND BENEFITS**

<u>Positions</u>	<u>Number of Positions</u>
Chief of Police	1
Police Lieutenants	4
Detectives/Patrol Officers	12
School Resource Officer FT	1
(FT Officer less reimbursements by EA School District as defined in the SRO contract between the EA School District and the Village of East Aurora Signed in 2022)	
School Resource Officer PT	1
(Part-Time to be reimbursed by EA School District)	
Administrative Assistant	1
Vehicle Mechanic	1
(Part-Time, 469hrs)	

The above list of positions and number of positions is for reimbursement purposes only.

Compensation Categories

1. Compensation to include: Base Salary, Academic Pay, Holiday Pay, Special Stipends (Range Training Officer, Drug Recognition Expert, etc.), Shift Differential Pay, Shift Command Pay, Vacation Turn-In Pay, and Field Training Officer Pay.

duties to a Town employee outside the bargaining unit or to contract with a third-party company or individual to provide well-tending services for the Town Wells and fuel pump inspection and reporting services for the Town Fuel Pumps.

- 4. This Memorandum of Agreement shall become effective as of the date that it is signed by all parties. Action #173
Supv auth to sign MOA with CSEA re: fuel insp & well - tending
- 5. The parties agree that any dispute or issue arising from the terms of this Memorandum of Agreement shall be governed by the grievance procedure in the CBA.

Councilman Wochensky seconded the motion. Upon a vote being taken:
ayes – four noes – none Motion carried.
* * * * *

Councilman McCann moved to approve the following Town contribution amounts toward Health Insurance:

- 2024 Town monthly contribution toward Health Insurance (4% increase over 2023) Action #174
Town contributions for health ins for 2024/25 aprvd
 - o \$517 Single
 - o \$1029 Employee and spouse
 - o \$874 Employee and child(ren)
 - o \$1480 Family

- 2025 Town monthly contribution toward Health Insurance (4% increase over 2024)
 - o \$538 Single
 - o \$1071 Employee and spouse
 - o \$909 Employee and child(ren)
 - o \$1540 Family

Councilman Wochensky seconded the motion. Upon a vote being taken: ayes – four noes – none Motion carried.

Councilman Wochensky moved to adopt the following Lactation Policy as required by NY State and to add it to the Employee Policy as Section 5.07:

LACTATION POLICY

Guidelines Regarding the Rights of Nursing Mothers to Express Breast Milk in the Workplace

Lactation Policy:

The Town of Aurora will accommodate the needs of lactating mothers to express breastmilk during the workday, in accordance with all applicable laws.

Lactation Accommodation Provisions

Reasonable Time to Express Milk at Work

Employees shall be provided reasonable time to express milk while at work for up to three years following the birth of a child. Employees should use usual break and meal periods for expressing milk, when possible. If additional time is needed beyond the provided breaks, employees may use personal leave or may make up the time during the department’s normal hours of operation. The Town recognizes that the employee’s lactation accommodation needs may change over time. Employees may request a change to their existing lactation accommodation at any time by contacting the Town Supervisor’s Office.

A Private Area for Milk Expression

Employees will be provided with a private place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public to express breast milk. The room can be a designated space for lactation. If this is not practical or possible, a vacant office, conference room, or other small area can be used so long as it is not accessible or visible to the public or other employees while the nursing employee is using the room to express milk. The room will:

- Be in close proximity to the employee’s workstation when possible.
- Have a door equipped with a functional lock or, if this is not possible, the room will have a sign advising that the room or location is in use and not accessible to other employees or the public.

- Be well lit
- Ensure privacy by covering any windows with a curtain, blind, or other covering.
- Contain at a minimum a chair and a small table, counter, or other flat surface and an electrical outlet.
- Ideally, have nearby access to clean running water and refrigeration.

No employee shall be discriminated against for breastfeeding or expressing milk during the work period, and reasonable efforts will be made to assist employees in meeting their infant feeding goals while at work.

This policy shall be communicated to all current employees and included in new employee orientation training. Any act found to be intentional that invades a nursing mother’s privacy shall be treated as a disciplinary offense and reported to the appropriate manager.

Employer Responsibilities

The Town of Aurora will:

- Maintain the general cleanliness (sweeping, vacuuming, dusting, and emptying of garbage) of the room or location set aside for the use of employees expressing breast milk at work.
- Notify employees returning to work following the birth of a child of their rights to express breastmilk at work. This notice will be provided individually to affected employees and to all employees generally through inclusion in the employee handbook.
- Respond to lactation accommodation promptly, and no later than 5 business days after receipt of the request.
- If the Town of Aurora believes that the lactation accommodation requested poses an undue hardship on the Town, we will discuss reasonable alternatives with the employee to accommodate the employee’s needs, initiating a cooperative dialogue as quickly as possible, but absolutely no later than five (5) business days from the date of the request. The conversation between the Town and the employee will be in good faith, may occur orally or in writing, and will conclude with a final written determination of the accommodation granted or denied.

Employee Responsibilities

Breastfeeding employees utilizing lactation support services will:

- Notify the Town Supervisor’s office of the need for lactation accommodation, preferably prior to their return to work following the birth of the child. This will allow supervisors the opportunity to establish a location and work out scheduling issues.
- Maintain the designated area by wiping surfaces with microbial wipes so the area is clean for the next user.
- Insure the safekeeping of expressed breast milk stored in any refrigerator on the premises. Breast milk can be stored in a general company refrigerator, in a refrigerator provided in the lactation room, or in the employee’s personal cooler. Employees who choose to store breast milk in a Town refrigerator are required to label their breastmilk and take it home at the end of their shift each day.

Councilman McCann seconded the motion. Upon a vote being taken:
ayes – four noes – none Motion carried.

Action #175
Lactation
policy adpted

Councilman McCann moved to approve, and authorize the Supervisor to sign, Change Order No. 7 from Peyton Barlow Company, Inc. for additional plywood roof sheathing to replace existing damaged sheathing.
Cost: \$6,178.00

- | | |
|--|--------------|
| • Original Contract | \$374,670.00 |
| • Net change by previous change order(s) | 7,361.00 |
| • Contract sum prior to this change order | 382,031.00 |
| • Amount of this change order (No. 7) | 6,178.00 |
| • New contract sum including this change order | \$388,209.00 |

Action #176
PeytonBarlow
change order
#7 for pool
aprvd

Councilman Granville seconded the motion. Upon a vote being taken:
ayes – four noes – none Motion carried

Councilman Granville moved to approve allowing Rural Outreach to bring approximately thirty children from their program to the pool once per week from July 10 through August 17, 2023 during open hours for a fee of

\$40.00 per day. Councilman McCann seconded the motion. Upon a vote being taken: ayes – four noes – none Motion carried.

Action #177
ROC pool use
at discount
fee aprvd

Councilman Granville moved to approve the allocation of \$200.00 from Recreation supply budget line A7140.440 to be used for signs for a new event for Halloween called SpookEA. Councilman McCann seconded the motion. (Discussion prior to vote: Police Chief Krieger expressed concern about the number of people that may congregate at each site. Councilman McCann stated this needs further discussion. Donna Bodekor noted that Dave Moomaw has been working with people on how to design and create Halloween exhibits each month at the Senior Center. Councilman Wochensky stated this needs to be a Town function. Councilman Granville stated we should see how it works this year. Councilman McCann stated he would be part of a committee to oversee the event and the event planning.)
Upon a vote being taken: ayes – four noes – none Motion carried.

Action #178
Funds for
Halloween
event signs
aprvd

Councilman Wochensky moved to accept the bid of \$56,294.43 from West Herr Ford Inc., 5025 Camp Road, Hamburg, NY for a new 2022 Ford F150 Pickup truck (VIN ending C14744) for the Highway Department (Highway Superintendent). Councilman McCann seconded the motion.
Upon a vote being taken: ayes – four noes – none Motion carried.

Action #179
Bid from
West Herr for
Ford F150
aprvd

Councilman McCann moved to accept the auction results (Auctions International on-line auction) as follows:
• \$29,200.00 for a 2020 Dodge Ram pickup truck (Highway)
• \$330.00 for six (6) plastic, round folding tables (Senior Center)
Councilman Wochensky seconded the motion. Upon a vote being taken:
ayes – four noes – none Motion carried.

Action #180
Auction
results for
2020 Dodge
trk & folding
tables
accepted

The Erie County Legislature awarded funding, sponsored by Legislator James Malczewski, to the Aurora Senior Center for furniture and supplies and to the Town Historian for furniture. Councilman Wochensky moved to authorize the Supervisor to sign the Intermunicipal Agreements with Erie County whereby the County shall reimburse the Town an amount not to exceed \$5,000 for the Aurora Senior Center and an additional amount not to exceed \$5,000 for the Town Historian. Councilman McCann seconded the motion. Upon a vote being taken: ayes – four noes – none Motion carried.

Action #181
Supv to sign
agreements
with EC for
SrCtr & Hist
funding

Councilman McCann moved to approve the following budget transfers to correct overdrawn Court appropriation budget lines:
From: A1110.416 Court Security Officer \$1,500.00
To: A1110.412 PT Contractual (court clerk) \$1,500.00
From: A1110.105 Court Clerk \$2,520.00
To: A1110.102 Court Clerk \$2,520.00
Councilman Granville seconded the motion. Upon a vote being taken:
ayes – four noes – none Motion carried.

Action #182
Budget
transfer –
court funds
aprvd

Councilman Granville moved to amend the budget to record the \$1,000.00 donation from EA Baseball and Softball for diamond dirt:
• Increase revenue line A2705.200 donations EA Baseball supplies by \$1,000.00
• Increase appropriation line A7110.444 Parks Landscaping & Supplies by \$1,000.00

Councilman McCann seconded the motion. Upon a vote being taken:
ayes – four noes – none Motion carried.

Action #183
Budget
amendment re
EA baseball
donation
aprvd

Councilman Wochensky moved to authorize the Supervisor to sign the Early Voting Polling Location Lease Agreement with the Erie County Board of Elections (ECBOE) allowing the ECBOE to conduct early voting at the Aurora Municipal Center, 575 Oakwood Ave., East Aurora, for the Primary Election (June 17-June 25, 2023) and General Election (October 28-November 5, 2023). ECBOE will pay the Town \$900.00 per election.

Action #184
Supv to sign
early voting
lease agrmt
w/ECBOE

Councilman Granville seconded the motion. ayes – four noes – none
Motion carried.

Councilman McCann moved to declare a Brother Intellifax 1270 fax machine (Town inventory no. 1727) as surplus inventory to be recycled.
Councilman Granville seconded the motion. ayes – four noes – none
Motion carried.

Action #185
Brother fax
declared
surplus

Councilman McCann moved to accept the following donations to be used towards bands for the July 3rd Independence Day celebration:

Action #186
Donations for
Ind Day
bands
accepted

- EA Police Quaker Club \$200.00
- Reger Holdings LLC \$500.00
- Masterson's Garden Center \$100.00

Councilman Granville seconded the motion. Upon a vote being taken:
ayes – four noes – none Motion carried.

Councilman Granville moved to approve the following budget transfer to cover the cost of road construction at the East Fillmore Bridge project:

Action #187
Budget trans
for DA fund
aprvd

From: DA5120.100 Bridges labor \$10,000.00

To: DA5120.433 Bridges material \$10,000.00

Councilman McCann seconded the motion. Upon a vote being taken:
ayes – four noes – none Motion carried.

Councilman McCann moved to accept a \$100.00 donation for the Aurora Senior Center from Crista Scheiten in memory of Don Karl. Funds will be deposited to TA1000.0090. Councilman Granville seconded the motion. Upon a vote being taken: ayes – four noes – none
Motion carried.

Action #188
Donation for
SrCtr
accepted

COMMUNICATIONS AND REPORTS: The following communications and reports were received by the Town Board and filed:

- Senior Center – May 2023 report
- Building Department – May 2023 report
- Work Requisitions – May 2023 report
- Dog Control – May 2023 report
- Town Clerk – May 2023 report
- Town Clerk/Tax – May 2023 report
- Town Clerk/Water – May 2023 report
- EAPD – April 2023 report
- NYSDEC – Giant Hogweed Control Summary (Majors Park)
- Erie County Ambulance & Paramedic Training Program proposal
- Supervisor – May 2023 report

BUSINESS FROM BOARD MEMBERS/LIAISONS:

Councilman McCann stated that the trail markers for Majors Park were received. Mr. McCann spoke about the sidewalks that the NYSDOT is planning to install along Route 240/Davis Road in West Falls. He noted that any property owner in West Falls that wants to tap into the proposed drainage needs to apply to the NYSDOT.

Councilman Granville attended the Memorial Day Parade in West Falls.

Councilman Wochensky attended the opening of the Rural Outreach Center (ROC). Mr. Wochensky stated the Climate Smart Community Task Force needs a website and he spoke about the NY Forward grant.

AUDIENCE II: none

STAFF REPORTS:

Chris Musshafen stated that Community Pool opened for the season last weekend and the Father/Daughter Dance held at the Senior Center was a big success.

Donna Bodekor noted that the Senior Center will be receiving a new TV and laptop this Friday from Erie County.

Shane Krieger suggested that solar lighted crosswalk signs be considered for Davis Road in West Falls.

David Gunner stated that the two-lane roadway at the East Fillmore bridge has been completed and he will be working with NYSEG to move power at that location.

Elizabeth Cassidy stated that the ROC site plan included an accessory building and that construction on the pole barn will begin soon. Mrs. Cassidy noted that she received a letter of resignation from Building/Zoning Clerk Jen Calkins whose last day with the Town will be June 30th.

ABSTRACT OF CLAIMS:

The June 12, 2023, Abstract of Claims, consisting of vouchers numbered 603 to 684, and prepaid vouchers numbered 685 to 686, was presented to the Board for audit and authorization of payment from the following funds:

General	\$154,049.71
Part Town	19.25
Highway/DA	12,110.54
Highway/DB	324,043.16
Capital/H7	9,617.31
Trust/Agency	682.00
Special Districts	<u>45,355.44</u>
Grand Total Abstract	\$545,877.41

Councilman McCann moved to approve the 6/12/2023 Abstract of Claims and authorize payment. Councilman Wochensky seconded the motion. Upon a vote being taken: ayes – four noes – none
Motion carried.

Action #189
6/12/2023
Abstract of
Claims aprvd

Councilman McCann moved to adjourn at 8:02 p.m. Seconded by Councilman Granville. Upon a vote being taken: ayes – four noes - none
Motion carried.

Action #190
Meeting
adjourned