

6A

TERMINATION AND RELEASE OF ACCESS EASEMENT AGREEMENT

THIS TERMINATION AND RELEASE OF ACCESS EASEMENT AGREEMENT, dated this ____ day of October, 2023 (this "Agreement") by and the **Margaret L. Wendt Foundation Holdings, Inc.**, a New York domestic not-for-profit corporation, with an address of 111 Genesee Street, Suite 304, Buffalo, New York 14203, "Grantor", and the **Town of Aurora**, a municipal corporation within the County of Erie and State of New York, with an office located at 575 Oakwood Avenue, East Aurora, New York 14052 "Grantee".

WITNESSETH:

WHEREAS, Grantor is the title owner to real property upon which a certain access easement agreement ("Easement") was granted in favor of Grantee, dated as of April 10, 2006, which Easement was recorded in the office of the Clerk of the County of Erie, New York on April 24, 2006, in Liber 11112 of Deeds, at page 6876 whereby Grantee was granted certain easement rights; and

WHEREAS, Grantor and Grantee wish to terminate and release the Easement and the parties rights and obligations with respect thereto; and

NOW THEREFORE, in consideration of the sum of One and 00/100 Dollar (\$1.00) and for other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Easement is hereby terminated, extinguished and released, including all rights of Grantee in and to any access rights across the easement area, (more particularly described in Exhibit "A" attached hereto "Easement Area"), and all other improvements, facilities and equipment which may have been installed by or on behalf of Grantee in, on or under the Easement Area.

2. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

[Signature Page Follows]

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of October in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ___ day of October in the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT "A"

BEGINNING at a point in the westerly line of South Grove Street distant 136.30 feet southerly from its intersection with the southerly line of Main Street, said point being in the division line between the lands deeded to the Erie County Farm and Home Bureau and 4-H Club Association by deed recorded in the Erie County Clerk's Office in Liber 5154 of Deeds at page 149 on the south and the Town of Aurora by deed recorded in the Erie County Clerk's Office in Liber 6261 of Deeds at page 47 on the north; thence westerly along the said division line and parallel with Main Street 86.20 feet; thence northerly along the division line between the lands so deeded to the Erie County Farm and Home Bureau and 4-H Club Association on the west and the lands so deeded to the Town of Aurora on the east and parallel with South Grove Street 28.32 feet; thence southwesterly at an interior angle of $156^{\circ} 00' 00''$ and through the lands so deeded to the Erie County Farm and Home Bureau and 4-H Club Association 36.35 feet to the division line between the lands so deeded to the Erie County Farm and Home Bureau and 4-H Club Association on the south and the lands so deeded to the Town of Aurora on the north; thence westerly at an interior angle of $114^{\circ} 53' 00''$ parallel with Main Street and along the said division line 16.54 feet; thence through the lands so deeded to the Erie County Farm and Home Bureau and 4-H Club Association the following four (4) courses and distances: (1) southeasterly at an interior angle of $65^{\circ} 07' 00''$ a distance of 75.73 feet; thence (2) southeasterly at an interior angle of $148^{\circ} 00' 00''$ a distance of 18.00 feet; thence (3) southeasterly at an interior angle of $220^{\circ} 00' 00''$ a distance of 2.88 feet; thence (4) easterly at an interior angle of $106^{\circ} 53' 00''$ and parallel with Main Street 71.00 feet to the westerly line of South Grove Street; thence northerly along the said westerly line 20.00 feet to the point of beginning.

Application for Temporary Use Permit

Town of Aurora Parks

Submit applications to:
Town of Aurora Recreation Department
575 Oakwood Ave
East Aurora, NY 14062
Telephone (716) 652-8866 Fax: (716) 652-6646

All requests must be made no less than 30 days in advance of event/use.

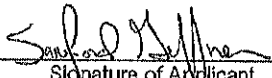
1. Name of Organization: University at Buffalo
2. Individual Responsible for this request: Sanford Meffner
3. Address: 315 Cooke Hall
Buffalo, N.Y. 14260
4. Telephone number: (716) 642-1111
5. Fax:
6. Email Address: meffner@buffalo.edu
7. Date(s) of event 10/31/23
8. Hours of use including set up/take down: Start 1:00 am/pm (pm) End 2:30 am/pm (pm)
9. Description of the event or use:
EV5315 - Field Ecology class conducting a program on
Forest Ecology.
10. Specific area(s) requested, map attached
 JP Nicely West Falls Park
 Warren Drive Park
 Majors Park
 Community Pool Park
11. Specific equipment to be brought in to park (porta johns, tents, etc.) none
12. Need: Water No Electric No
13. Estimated attendance: 25
14. Will food or drinks be served? No If yes, describe: _____

15. Will there be sound amplification or music or a band(s)? No If yes, describe:

16. Other services requested (describe): None
_____ Police _____
_____ Parks and Recreation Department _____

(Provide drawings describing location, size and text of all proposed signs for this event to the Town of Aurora Building Department, 575 Oakwood Ave. Approved signs may be erected 30 days prior to the event and must be removed immediately after same.)

I make this application and agree to abide by the **Guidelines for Use of Town of Aurora Parks.**



Signature of Applicant

10/13/23

Date

Official Use Only Below this Line-----

Event: _____

Attachments submitted:

_____ Indemnification Agreement

_____ Certificate of Insurance

_____ Map with area(s) requested to be used indicated

_____ Copy of application for sign permit, if applicable. (Upon application approval, copy of approved sign permit must be filed with the Town Clerk NO LATER THAN 5 days prior to scheduled event.)

Application Recommended or Not recommended
by Recreation Department

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




TOWN CLERK
MARTHA L. LIBROCK
(716) 652-3280
townclerk@townofaurora.com

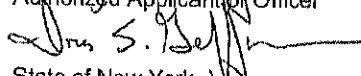
TOWN OF AURORA
575 Oakwood Ave., East Aurora, NY 14052
www.townofaurora.com

Indemnification Agreement

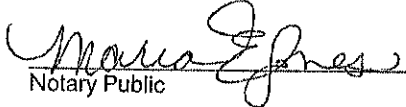
Town of Aurora Parks

To the fullest extent permitted by law, I/We shall indemnify and hold harmless the Town of Aurora and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of our work under this contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting there from but only to the extent caused in whole or in part by negligent acts or omissions of our organization, anyone directly or indirectly employed by us or for anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to otherwise exist as to a party or person described in this paragraph.



Authorized Applicant or Officer

State of New York)
County of Erie)

Subscribed and sworn to before me this 16 day of October, 2023



Notary Public

MARIA E. JONES
Notary Public, State of New York
No. 01JO006714
Qualified in Erie County
Commission Expires 04/28/2027

Qualified in Erie County, New York,
My commission expires: 4/28/27

Williamson Law Book Company

790 Canning Parkway Victor, New York 14564

60

October 15, 2023

Town of Aurora
575 Oakwood Ave
East Aurora, NY 14052

ANNUAL SOFTWARE SUPPORT CONTRACT

Enclosed is an invoice renewing your Software Support coverage for the following program(s)

Highway Superintendent (11/1/23 through 10/31/24)

This agreement is between Williamson Law Book Company (WLB) and the Town of Aurora (customer) and will provide annual software support and maintenance as described herein.

Williamson Law Book Company agrees to provide the customer with:

- Support to assist with the above-named software program(s). Support will be provided by internet, phone or fax during normal business hours.
- Notice of all program enhancements and their benefits.
- All state mandated changes at no extra charge.

The customer agrees to:

- Maintain hardware in proper working condition.
- Make continued efforts to work with and properly use WLB software.
- Train new personnel in the event of employee turnover. (Additional training may be purchased from WLB)

Charges for this Software Support shall be \$972.00 as specified on the enclosed invoice.

*****Please sign and return one copy of this contract with your payment*****

Thank you,



Williamson Law Book Company

Accepted for the Town of Aurora

By: _____ Title: _____ Date: _____



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

townclerk@townofaurora.com

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

MEMO _____

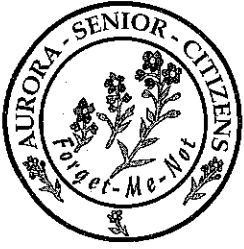
TO: Aurora Town Board

FROM: Kathleen Moffat

RE: Printer Surplus

DATE: 10/23/23

Approval is respectfully requested to surplus printer HP Color Laserjet 2025 (TOA #1751) utilized in the Supervisor's office. It will be stored and recycled during the Highway's next electronics recycling event.



TOWN OF AURORA SENIOR CENTER

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

GE

MEMO

TO: SUPERVISOR JAMES BACH & TOWN BOARD MEMBERS

FROM: DONNA BODEKOR, SENIOR CITIZEN RECREATION LEADER

DATE: October 16, 2023

I am asking the Town Board to accept a donation of \$20.00 in memory of Don Karl. I would like the money to be placed in our line TA 1000.90.

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



6F ERK
DCK
3280
www.townofaurora.com

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

MEMO

TO: Aurora Town Board
FROM: Kathleen Moffat
RE: 1/1/24 Health Insurance Renewal
DATE: 10/23/23

We recently met with Hartloff Benefits regarding the Town's 1/1/24 health insurance renewal. The recommendation for medical is to stay with Independent Health. This is mostly because the premiums are lower than Univera and Highmark BlueCross BlueShield. Regarding dental, the recommendation is to continue offering one plan through Delta Dental and the other through Highmark BCBS. Finally, vision premiums have decreased with VSP so no changes are advised.

Please consider approving the Town Supervisor to sign the Independent Health Group Contract for the 2024 benefit year.

No contract is necessary for Delta Dental, Highmark BCBS Dental or VSP vision. They are set to auto renew unless cancellation is requested.

See attached pricing for all plans. The premiums for Delta Dental and VSP remain in effect for a 2-year plan year. Independent Health and Highmark BCBS premiums are in effect for 1 year.



Prepared by: Marissa Freedman

Independent Health Benefits Corporation Group Contract for Small Group Products

Account Information

Town of Aurora
575 Oakwood Ave
East Aurora, NY 14052-2353

Rate Effective Date*: January 1, 2024
Rate End Date: This rate is good for 12 months.
Account #: 15326
Quote ID: 43943

This contract is issued by Independent Health Benefits Corporation (hereinafter referred to as "Independent Health").

This contract between the group and Independent Health entitles the enrolled, eligible members to receive the benefits set forth in the subscriber certificate and any riders for the period set forth above from the rate effective date to the rate end date. This contract will automatically renew for successive one year periods unless terminated under the terms and conditions below. Coverage is conditioned upon the terms set forth in the subscriber certificate and any riders, all as amended from time to time, as well as the underwriting guidelines filed with the premium rates listed below.

Plan Design							
In-Network Health Plan Highlights	Deductible	Coinsurance	Out-of-Pocket Maximum	Primary Office Visit	Inpatient Hospital	Emergency Room	Prescription Coverage
FlexFit Platinum Option 2	\$0	Applies Where Indicated	\$3,500 / \$7,000	\$10 copay / visit	\$500 copay / admission	\$150 copay / visit	\$5/\$30/\$100
IDirect Gold Copay Option 3	\$600 / \$1,200	Applies Where Indicated	\$5,900 / \$11,800	Deductible then \$25 copay / visit	Deductible then \$1,000 copay / admission	Deductible then \$150 copay / visit	\$10/\$35/50%
IDirect Silver Copay HSAQ	\$2,000 / \$4,000	Applies Where Indicated	\$7,500 / \$15,000	Deductible then \$35 copay / visit	Deductible then \$1,000 copay / admission	Deductible then \$250 copay / visit	Deductible then \$15/\$50/50%
IDirect Silver Coinsurance HSAQ	\$3,000 / \$6,000	20%	\$7,500 / \$15,000	Deductible then 20% coinsurance	Deductible then 20% coinsurance	Deductible then 20% coinsurance	Deductible then \$15/20%/50%

Domestic Partner

Rates quoted are for the benefit package(s) identified above, to become effective on the rate effective date. These rates are subject to a regulatory process under New York State Law which could result in a change prior to the rate effective date. If this should happen, Independent Health will notify you as soon as reasonably possible and the new rates will become part of this agreement.

Provision of benefits by Independent Health to members is also conditioned upon the timely payment of the stipulated premium by the group determined on the premium rates listed below. **These rates are guaranteed for the period set forth above. Any change to the benefits, whether required by state or federal government mandate, may result in a change in rates. The group's payment of the rates listed below and any subsequent rate changes indicates its approval thereof.**

Rates may change for each successive one-year renewal period. Independent Health will provide written notification at least 60 days in advance of the effective date of any such rate change. Rate changes will be effective the first day of the one-year renewal period unless the group terminates this contract pursuant to the terms set forth herein. The group's payment of the rates listed herein and any subsequent rate changes indicate its acceptance thereof.

RESPONSIBILITIES OF THE GROUP:

The group agrees to pay Independent Health monthly, in advance, the premium rates set forth above or as changed for subsequent renewal periods on behalf of each employee or member who elects the above benefit plan(s) offered by Independent Health. The group is responsible for collecting and remitting any premium payments owed by its employees or members. The group is responsible for providing Independent Health timely and accurate notification of any member's change in eligibility. Coverage is conditioned upon the terms set forth in the subscriber certificate and any attached riders, all as amended from time to time, as well as the underwriting guidelines filed with the premium rates listed below.

The group acknowledges that Independent Health shall calculate the premium based upon its records of the number and coverage of members as of the 1st day of the month, preceding the date that the next month's premium is due and payable. The group agrees to promptly notify Independent Health of the deletion or addition of any members covered or to be covered by this contract.

October 04, 2023

IHBC-ER002 (Effective 5/1/19)

This Document is Confidential



Account Information

Town of Aurora
 575 Oakwood Ave
 East Aurora, NY 14052-2353

Rate Effective Date*: January 1, 2024
 Rate End Date: This rate is good for 12 months.
 Account #: 15326
 Quote ID: 43943

Quote					
Rate Information					
Product Name	Coverage Type	Single	Employee & Spouse	Employee & Child(ren)	Family
FlexFit Platinum Option 2	Monthly Premium	\$ 801.44	\$ 1,602.88	\$ 1,362.45	\$ 2,284.10
iDirect Gold Copay Option 3	Monthly Premium	\$ 687.39	\$ 1,374.78	\$ 1,168.56	\$ 1,959.06
iDirect Silver Copay HSAQ	Monthly Premium	\$ 581.88	\$ 1,163.76	\$ 989.20	\$ 1,658.36
iDirect Silver Coinsurance HSAQ	Monthly Premium	\$ 539.18	\$ 1,078.36	\$ 916.61	\$ 1,536.66

Domestic Partner

Please sign this contract below as acceptance of the terms and conditions set forth herein and the attached plan design(s) and confirmation that the group information above is true and correct.

By signing this contract, you are confirming that your business meets the small group definition of 100 or fewer full-time equivalent employees nationwide as required by state and federal law. More information about these requirements can be found on the Department of Financial Services website; and that each of your Independent Health subscribers has received at least sixty (60) days written notice of any rate change prior to your group's renewal date.

ACCEPTED BY: Town of Aurora

Independent Health Association, Inc.

Signature*: _____
 Name: _____
 Title: _____
 Date: _____

*If group accepts these plans for a plan effective date other than the one specified in this agreement, a revised agreement must be issued and the monthly premium may be different.



August 24, 2023

TOWN OF AURORA
575 Oakwood Ave
East Aurora, NY 14052

RE: Contract Renewal for TOWN OF AURORA
Delta Dental PPOSM Group# 08416

We appreciate your business and thank you for choosing Delta Dental of New York. Your employees are among the millions nationwide who trust their smiles to Delta Dental.

We are pleased to present you with your dental plan contract renewal information. We are committed to providing you with quality plan designs combined with excellent customer service.

When reviewing your dental plan, we considered cost factors related to your group's dental service utilization and claims experience. We have made every attempt to provide the most competitive renewal possible.

We have calculated your rates based on the employer/employee contribution levels in your contract remaining the same. If the contribution levels and/or enrollment guidelines have changed or will change, please notify us immediately, as such a change may affect your renewal rate.

The following is the renewal information for your Delta Dental PPOSM dental plan:

<i>Effective Date</i>	<i>January 01, 2024</i>	
<i>Contract Term</i>	<i>January 01, 2024 - December 31, 2025</i>	
<i>Division #02034</i>	<i>Current Rates</i>	<i>Renewal Rates</i>
<i>% change</i>		<i>1/1/2024 - 12/31/2025</i>
<i>Enrollee Only</i>	<i>\$39.81</i>	<i>0.00%</i> <i>\$39.81</i>
<i>Enrollee + 1 or More Dependents</i>	<i>\$96.04</i>	<i>\$96.04</i>

Delta Dental Insurance Company
Telephone: 800-521-2651

Delta Dental of California
Telephone: 888-335-8227

Delta Dental Mid-Atlantic Region
Delta Dental of Delaware, Inc.
Delta Dental of the District of Columbia
Delta Dental of New York, Inc.
Delta Dental of Pennsylvania (Maryland)
Delta Dental of West Virginia
Telephone: 800-932-0783

Summary of Contract Amendments to

TOWN OF AURORA

Delta Dental PPOSM

OTHER INFORMATION

Delta Dental's retro-termination policy for enrollees. As a reminder, Delta Dental's policy is that enrollment may be adjusted retroactively to the immediately preceding three months plus the current month billed if no claims have been processed after the requested termination date for the enrollee.

Provider reimbursement. As a reminder, Delta Dental's policy is to reimburse contracted dentists based on the network payment provisions for the geographic area in which the services are provided.

OHCA Notification

Please be informed that consistent with the group application and group contract terms, Delta Dental considers its relationship with fully insured group health plans as subject to HIPAA's "Organized Health Care Arrangement" (OHCA) privacy rules as defined in 45 Code of Federal Regulations (C.F.R.) §164.501. Functionally, the exchange of enrollment information between Delta Dental and your group remains the same.

While a Business Associate Agreement is not required between Delta Dental and your fully insured group health plan within an OHCA, any Protected Health Information (PHI) exchanged or shared between the entities remains subject to HIPAA's minimum necessary rule and other privacy rules in addition to any applicable state laws and regulations governing the disclosure of individually identifiable health information.

Additionally, confidentiality requirements remain applicable to the exchange of information within an OHCA.



September 1, 2023

BROKER COPY

KATHLEEN MOFFAT
TOWN OF AURORA
575 OAKWOOD AVE
EAST AURORA, NY 14052-2353

DEAR KATHLEEN MOFFAT:

Thank you for choosing VSP® Vision Care — and for your continued business. Putting your employees first and guaranteeing their satisfaction is easy, when we have partners like you.

As the only national not-for-profit vision company, we're committed to giving your employees:

- **Lowest employee out-of-pocket costs** — employees' #1 priority in a vision plan.
- **Exclusive Member Extras**. offers you won't find anywhere else — only VSP members can save more than \$2,500 on vision, hearing, medical, and lifestyle services.
- **World class service** — the highest customer satisfaction in the industry, 15 years in a row.

Your VSP plan automatically renews on **January 1, 2024** and **no action is required** to continue to receive consumers' #1 choice in vision care.

Group Name/Number:	TOWN OF AURORA / 30108235
Renewal Period:	January 1, 2024 - December 31, 2025
Current Plan Frequency:	12 / 12 / 24
Current Copay:	\$20 Exam / \$20 Materials
Current Allowance:	\$250.00 Retail Frame / \$250.00 Elective Contact Lenses
Current Rates:	\$12.55 / 20.08 / 20.50 / 33.05
Renewal Rates:	\$10.83 / 17.33 / 17.69 / 28.53

Rates include all applicable taxes and health assessment fees known as of the date of your renewal.

Please let me know if you have any questions about your VSP plan or would like to see additional options to enhance your benefit or lower your premium. Please contact me at the number below and I can assist you.

Thank you,

Angela Habblett (800) 216-6248

cc: APRIL HARTLOFF
HARTLOFF BENEFIT SOLUTIONS, LL
305 SPINDRIFT DR
WILLIAMSVILLE, NY 14221-7815

CMI CS Team



**PLEASE READ
IMPORTANT LEGAL NOTICE CONCERNING**

Eligibility language has been revised to include statutory required language and must be included in every form (e.g. all riders, Schedules, Policy and Evidence of Coverage). Dependent coverage, if selected by the client, is required for children until age 26.

7A

TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION
DIRECTOR'S REPORT
MONTH OF: SEPTEMBER 2023

ADMINISTRATIVE:

Reports:

- We have 15,823 members registered in our recreation system.
 - Karen has been merging accounts.
- We had 348 activity registrations.
 - 260 total registrants (209 residents, 51 non-residents)
- We generated \$27,723 in sales.
- Credit card purchases totaled 96% (90% on-line, 10% office)
 - 2022 to 2023 comparison:
 - Total sales from 1/1/2022 – 9/30/2022 \$191,719
 - Total sales from 1/1/2023 – 9/30/2023 \$232,610

We have closed out another successful summer season! Many thanks to our wonderful summer staff who kept our kids active and engaged in our many programs.

Our fall programs have begun! We are seeing programs with an increased number of participations. Our Road Runners program, Holiday Craft, swim lessons, and baby-sitting courses have been full for quite some time now.

Meaghan has begun working on updating our fliers for 2024 with the new schedule due to a change in the school. Chris has been running swim lessons on weekends and training adult lifeguards in the morning at the high school.

EAST has started practices back up this month and has seen an increase in registrations! Preparations for our team hosted meet in November, East Aurora/Kiwanis Open, have begun. We currently have 270 athletes planning to attend.

Submitted by: Chris Musshafen, Director of Recreation and Aquatics