

575 OAKWOOD AVENUE, EAST AURORA, NY 14052 BUILDING DEPARTMENT (716) 652-7591

# **MEMO**

TO:

Supervisor Snyder and Town Board Members

FROM:

Elizabeth Cassidy, Code Enforcement Officer

DATE:

December 5, 2024

I respectfully the Town Board approve John Dean of DEAN Electrical inspections of WNY, LLC as an electrical inspector for the Town. He has working relationships with electricians who regularly work in our area and wants to ensure he is on the approved list for any projects within the Town or Village. As a single-operator business, the turnaround time for electrical inspections and certificates is shortened significantly. Attached are his certifications and his CE-200 workers comp waiver. His General Liability cert will follow.

Thank you,

Iiz Iz International Association of Electrical Inspectors

International Association of Electrical Inspec

This is to certify that John C. Dean III

Has met the certification requirements as estatished by IAEI for

Electrical Inspector; General Certication 4: 7074432 Expires: 27282026

This is to castly that
John C. Dean III
Has met the castlication nequirements as established by NEI
Electrical inspector; Ons- and Two-Family Dwelling
Centification #. 7074432 Expires. 22812026





# Aurora Municipal Center

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

To: Town Board

From: Supervisor Snyder

Date: December 17, 2024

Kathleen and I have been in meetings with another insurance broker, Arthur J. Gallagher Risk Management Services, Inc., because customer service with our current broker has deteriorated to a level where we feel we can do better. Gallagher has come highly recommended from several other municipalities.

Please authorize the Supervisor to sign the attached Broker Letters of Authorization, one for each of the following: the tank pollution policy, workers compensation, cyber liability and the public official's policy.



# **Aurora Municipal Center**

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

12/23/2024

Selective Insurance Branchville, New Jersey 07890

Re:

Broker Letter of Authorization

Arthur J. Gallagher Risk Management Services, Inc.

Selective

All Policies including but not limited to:

Package: Policy # S1887753

Public Officials: Policy # S2205486

To Whom It May Concern:

This letter confirms that as of 12/23/2024, we have appointed Arthur J. Gallagher Risk Management Services, LLC ("Gallagher") as our exclusive insurance broker with respect to our Entire Insurance Program. The appointment of Gallagher rescinds all previous appointments, and the authority contained herein shall remain in full force until canceled in writing.

Gallagher is hereby authorized to service and negotiate directly with any interested company with respect to changes in existing insurance policies and in closing, changing, increasing, or canceling insurance carried under temporary binders or cover notes. We understand, however, that they will not share responsibility for any deficiencies in the insurance program to which this letter applies, until they have had a reasonable opportunity to make a review and to provide us with their recommendations.

This letter also constitutes your authority to furnish Gallagher's representatives with all the information they may request as it pertains to our insurance contracts, rates, rating schedules, surveys, reserves, retentions, and all financial data they may wish to obtain for their study of our present and future requirements in connection with the insurance program to which this letter applies. We request that you waive the traditional ten (10) day waiting period for this authorization. A photocopy of this letter shall be regarded with the same force and effect as the original.

Sincerely,

Charles D. Snyder, Town Supervisor



# Aurora Municipal Center

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

12/23/2024

Phly E&S/UCPM One Bala Plaza, Suite 100 Bala Cynwyd, PA 19004

Re:

Broker Letter of Authorization

Arthur J. Gallagher Risk Management Services, Inc.

Phly E&S/UCPM

All Policies including but not limited to: Tank Pollution: Policy # STPL00823001

To Whom It May Concern:

This letter confirms that as of 12/23/2024, we have appointed Arthur J. Gallagher Risk Management Services, LLC ("Gallagher") as our exclusive insurance broker with respect to our Entire Insurance Program. The appointment of Gallagher rescinds all previous appointments, and the authority contained herein shall remain in full force until canceled in writing.

Gallagher is hereby authorized to service and negotiate directly with any interested company with respect to changes in existing insurance policies and in closing, changing, increasing, or canceling insurance carried under temporary binders or cover notes. We understand, however, that they will not share responsibility for any deficiencies in the insurance program to which this letter applies, until they have had a reasonable opportunity to make a review and to provide us with their recommendations.

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Sincerely,

Charles D. Snyder, Town Supervisor



# Aurora Municipal Center

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

12/23/2024

CFC Underwriting Limited 85 Gracechurch Street London EC3V0AA United Kingdom

Re:

Broker Letter of Authorization

Arthur J. Gallagher Risk Management Services, Inc./Amwins Brokerage

CFC Cyber

All Policies including but not limited to: Cyber Liability: Policy # ESM0239907593

To Whom It May Concern:

This letter confirms that as of 12/23/2024, we have appointed Arthur J. Gallagher Risk Management Services, LLC ("Gallagher") as our exclusive insurance broker with respect to our Entire Insurance Program. The appointment of Gallagher rescinds all previous appointments, and the authority contained herein shall remain in full force until canceled in writing.

Gallagher is hereby authorized to service and negotiate directly with any interested company with respect to changes in existing insurance policies and in closing, changing, increasing, or canceling insurance carried under temporary binders or cover notes. We understand, however, that they will not share responsibility for any deficiencies in the insurance program to which this letter applies, until they have had a reasonable opportunity to make a review and to provide us with their recommendations.

This letter also constitutes your authority to furnish Gallagher's representatives with all the information they may request as it pertains to our insurance contracts, rates, rating schedules, surveys, reserves, retentions, and all financial data they may wish to obtain for their study of our present and future requirements in connection with the insurance program to which this letter applies. We request that you waive the traditional ten (10) day waiting period for this authorization. A photocopy of this letter shall be regarded with the same force and effect as the original.

Sincerely,



# Aurora Municipal Center

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

12/23/24

Comp Alliance 900 Stewart Avenue Garden City, NY 11530

Re:

**Broker Letter of Authorization** 

Arthur J. Gallagher Risk Management Services, Inc.

Comp Alliance All Policies

To Whom It May Concern:

This letter confirms that as of 12/23/2024, we have appointed Arthur J. Gallagher Risk Management Services, LLC ("Gallagher") as our exclusive insurance broker with respect to our Entire Insurance Program. The appointment of Gallagher rescinds all previous appointments, and the authority contained herein shall remain in full force until canceled in writing.

Gallagher is hereby authorized to service and negotiate directly with any interested company with respect to changes in existing insurance policies and in closing, changing, increasing, or canceling insurance carried under temporary binders or cover notes. We understand, however, that they will not share responsibility for any deficiencies in the insurance program to which this letter applies, until they have had a reasonable opportunity to make a review and to provide us with their recommendations.

This letter also constitutes your authority to furnish Gallagher's representatives with all the information they may request as it pertains to our insurance contracts, rates, rating schedules, surveys, reserves, retentions, and all financial data they may wish to obtain for their study of our present and future requirements in connection with the insurance program to which this letter applies. We request that you waive the traditional ten (10) day waiting period for this authorization. A photocopy of this letter shall be regarded with the same force and effect as the original.

Sincerely,

Charles D. Snyder, Town Supervisor



#### **WASTE MANAGEMENT**

100 Ransier Drive West Seneca, NY 14224

December 10, 2024

Mr. Charles Snyder Town Supervisor Town of Aurora 575 Oakwood Avenue East Aurora, NY 14052

Dear Mr. Snyder,

Waste Management of New York, LLC has proposed the extension for the agreement of Collection, Hauling and disposal of Garbage/Trash/White Goods/Recyclables for the Town of Aurora. Waste Management of New York, LLC agrees to a per unit rate of \$266.97 and a Recycling Fee to be entered into the Blended Value Calculation. Additionally, these fees shall be adjusted annually based upon the net change in the Consumer Price Index for the immediately preceding twelve-month period, plus 1%. The index shall be Consumer Price Index for Water, Sewer, and Trash collection services by the U.S Department of Labor, Bureau of Labor Statistics. All other terms and conditions apply.

If this is acceptable, please acknowledge by signing below and return it to me.

Mr. Charles Snyder

I would like to thank you for the partnership we have with the Town of Aurora. Please feel free to contact me at 716-984-9204 should you need anything moving forward.

Sincerely, Blair Lakso Senior Account Executive – Public Sector

\*255,7/ 2024 PATE

5.14 / week



2721 Transit Road, Suite 111 Elma, New York 14059

Telephone: 716.565.2299

Fax: 716.389,5178





December 18, 2024

Honorable Charles D. Snyder, Supervisor Town of Aurora 575 Oakwood Avenue East Aurora, New York 14052

Dear Supervisor Snyder:

The following represents our understanding of the services we will provide the Town of Aurora, New York (the "Town").

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of the Town, as of December 31, 2024, and for the year then ended and the related notes to, which collectively compromise the Town's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("U.S. GAAS") and in accordance with Government Auditing Standards, issued by the Comptroller General of the United States of America, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, ("U.S. GAAP"), as promulgated by the Government Accounting Standards Board ("GASB") require that supplementary information, such as management's discussion and analysis, the schedule of the Town's proportionate share of the net pension liability/(asset)—retirement systems, the schedule of the Town's contributions—retirement systems, and certain budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information ("RSI") in accordance with auditing standards generally accepted with U.S. GAAS. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Schedule of Changes in the Town's Total OPEB Liability and Related Ratios

• Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards*.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

# Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Town's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

#### Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

- 1. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- 2. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements or contractual agreements:
- 3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters:
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
  - d. A written acknowledgment of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
  - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- 4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- 5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- 6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and

# Reporting

We will issue a written report upon completion of our audit of the Town's basic financial statements. Our report will be addressed to the governing body of the Town. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing of internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the Statement of Changes in Cash Balances and Statement of Cash Receipts and Cash Disbursements for the Receiver of Taxes, Town Clerk, the Town Justices, and the Recreation Department upon completion of our audit.

#### Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

#### Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

At the conclusion of our audit engagement, we will communicate to the Town Board the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of D&M and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal agency or the Comptroller General of the United States pursuant to authority given to them by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of D&M's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a federal agency or the Comptroller General of the United States. The federal agency or the Comptroller General of the United States may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Dreather + Maleiki LLP

#### APPENDIX A

Town of Aurora, New York Circumstances Affecting Timing and Fee Estimate Year Ending December 31, 2023

The estimate of our fees is based on certain assumptions. To the extent that certain circumstances as listed in this Appendix arise during the engagement, our fee estimate may be significantly affected and additional fees may be necessary. We will notify you of circumstances that we encounter that could significantly affect our estimate and discuss with you any additional fees, as necessary which would be subject to approval by the Town Board. Such circumstances include but are not limited to the following:

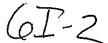
- 1. Changes to the timing of the engagement at the Town's request. Changes to the timing of the engagement usually require reassignment of personnel used by Drescher & Malecki LLP (D&M) in the performance of services hereunder. However, because it is often difficult to reassign individuals to other engagements, D&M may incur significant unanticipated costs.
- 2. All audit schedules are not (a) provided by the Town on the date requested, (b) completed in a format acceptable to D&M (c) mathematically correct, or (d) in agreement with the appropriate Town records (e.g., general ledger accounts). D&M will provide the Town with a separate listing of required schedules and deadlines.
- 3. Weaknesses in the internal control structure.
- 4. Significant new issues or changes as follows:
  - a. Significant new accounting issues that require an unusual amount of time to resolve.
  - b. Significant changes in accounting policies or practices from those used in prior years.
  - c. Significant changes or transactions that occur prior to the issuance of our reports.
  - d. Significant changes in the Town's accounting personnel, their responsibilities, or their availability.
  - e. Significant changes in auditing requirements set by regulators.
- 5. Significant delays in assistance in the Town's assistance in the engagement or delays by the Town in reconciling variances as requested by D&M. All invoices, contracts, and other documents, which we will identify for the Town, are not located by the Town's personnel or made ready for our easy access.
- 6. Deterioration in the quality of the Town's accounting records during the current-year engagement in comparison with the prior-year engagement.
- 7. The procedures necessary to adopt new Governmental Accounting Standards Board Statements have not been completed by Town personnel.
- 8. A significant level of proposed audit adjustments are identified during our audit.
- 9. Changes in audit scope caused by events that are beyond our control.



2721 Transit Road, Suite 111 Elma, New York 14059

Telephone: 716.565.2299

Fax: 716.389.5178





December 18, 2024

Honorable Charles D. Snyder, Supervisor Town of Aurora 575 Oakwood Avenue East Aurora, New York 14052

Dear Supervisor Snyder:

You have requested that we prepare the Annual Financial Report for the Town of Aurora, New York (the "Town"), as of and for the year ended December 31, 2024 in the form prescribed by the Office of the State Comptroller of the State of New York and perform a compilation engagement with respect to the Annual Financial Report. We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

# Our Responsibilities

The objective of our engagement is to:

- a. Prepare the Annual Financial Report with the format prescribed by the Office of the State Comptroller of the State of New York; and
- b. Apply accounting and financial reporting expertise to assist you in the presentation of the Annual Financial Report without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the Annual Financial Report in order for it to be in accordance with the format prescribed by the Office of the State Comptroller of the State of New York.

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services ("SSARS") promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants ("AICPA") and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the Annual Financial Report.

Our engagement cannot be relied upon to identify or disclose any misstatements to the Annual Financial Report, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations.

# Your Responsibilities

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in the presentation of financial information in accordance with the format prescribed by the Office of the State Comptroller of the State of New York. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1. The selection of the format prescribed by the Office of the State Comptroller of the State of New York will be the financial reporting framework to be applied in the preparation of the Annual Financial Report.
- 2. The preparation and fair presentation of Annual Financial Report in accordance with form prescribed by the Office of the State Comptroller of the State of New York.
- 3. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the Annual Financial Report.
- 4. The prevention and detection of fraud.
- 5. To ensure that the entity complies with the laws and regulations applicable to its activities.
- 6. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7. To provide us with:
  - a. Access to all information of which you are aware is relevant to the preparation and fair presentation of the Annual Financial Report, such as records, documentation, and other matters.
  - b. Additional information that we may request from you for the purpose of the compilation engagement.
  - c. Unrestricted access to persons within the entity of whom we determine it necessary to make inquiries.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our preparation of your Annual Financial Report. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

# **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the Annual Financial Report and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on it. There may be circumstances in which the report differs from the expected form and content.

Our report will disclose that the Annual Financial Report is presented in a prescribed form in accordance with the requirements of the Office of the State Comptroller of the State of New York and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

You agree to include our accountant's compilation report in any document containing the Annual Financial Report that indicates that we have performed a compilation engagement on such Annual Financial Report and, prior to inclusion of the report, to ask our permission to do so.

#### Other Relevant Information

If, for any reason, we are unable to complete the compilation of your Annual Financial Report, we will not issue a report on such document as a result of this engagement.

Erica M. Handley is the engagement director for the services specified in this letter. Her responsibilities include supervising Drescher & Malecki LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the accountant's report.

With regard to the electronic dissemination of financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Our fee for these services is included within another communication to the Town Supervisor dated December 18, 2024. We will notify you of any circumnstances we encounter that could significantly affect our estimate and discuss with you any additional fees, as necessary.

You agree to release, indemnify, defend, and hold us harmless from any liability or costs, including attorney's fees, resulting from management's knowing misrepresentations to us or resulting from any actions against us by third parties relying on the financial statements described herein except for our own intentional wrongdoing.

We look forward to a continued relationship with your Town, and we are available to discuss the contents of this letter or other professional services you may desire.

Please sign and return the attached copy of this letter to indicate your acknowledgement of, and agreement with, the arrangements for our engagement to prepare the Annual Financial Report described herein and to perform a compilation engagement with respect to the same Annual Financial Report, and our respective responsibilities.

Respectfully,

| Drescher + Maleiki LLP   |    |
|--|----|
| ********************   | ** |
| RESPONSE:  |    |
| This letter correctly sets forth our understanding. Town of Aurora, New York Acknowledged and agreed on behalf of Town of Aurora, New York |    |
| By:  |    |
| Title:   |    |
| Date:  |    |

SUPERVISOR Charles D. Snyder (716) 652-7590 csnyder@townofaurora.com

TOWN (
Martha L. I
(716) 652
townclerk@townofaurora.com

# TOWN OF AURORA

Aurora Municipal Center

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

12/18/24

To: Town Board

Re: Request to surplus grinder

Please approve the surplus of the Dayton Grinder, Inventory #1289. It is no longer in working order.

Elizabeth Deveso Highway Secretary

12 S. Main Street, Holland, New York 14080

www.BankofHollandny.com

A better may to bank."
Phone: 1-716-655-4667

| THIS AGREEMENT is made this_ | 1st | day of July | , 20 <sup>24</sup> , by and between      |
|------------------------------|-----|-------------|--|
| Town of Aurora               |     |             | ("Company") and Bank of Holland ("Bank") |

The Company has requested that the Bank permit it to initiate electronic signals for paperless entries through the Bank to accounts maintained at the Bank and in other banks and financial institutions, by means of the Automated Clearing House ("ACH").

NOW, THEREFORE, in consideration of the mutual promises contained herein, it is agreed as follows:

- 1. The Bank will transmit the credit and/or debit entries initiated by the Company to the ACH as provided in the ACH Rules ("Rules"), as in effect from time to time, and this Agreement. An ACH Rule Book is available upon request from the Bank. Please contact the Bank with any questions about compliance with the ACH Rules. The Bank reserves the right to audit the Company to ensure compliance with the ACH Rules.
- The Company will comply with the Rules insofar as applicable. The specific duties of the Company provided in the following paragraphs of this Agreement in no way limit the foregoing undertaking. The Company (Originator) will not initiate entries that violate the laws of the United States, which includes Office of Foreign Asset Control sanctions (OFAC). Website: <a href="https://www.treas.gov/ofac/">www.treas.gov/ofac/</a>
- 3. The Company will obtain written authorization for consumer entries, shall provide a copy to the consumer, and shall retain the original for two (2) years after termination or revocation of such authorization.
- 4. The Company will send pre-notifications six (6) business days prior to initiating the first entry to a particular account. Such notice shall be provided to the Bank in the format and on the medium provided in the <u>ACH Rules</u>. After the Company has received notice that any such notification has been rejected by a receiving bank, the Company will not initiate any entry to such customer, except the Company may initiate entries after providing the receiving bank with a copy of the written customer authorization obtained (as instructed in #3, above) within the time limits provided in the Rules.
- 5. The Company will provide computer-readable information on the mutually agreed upon medium (Business Online) and in the format specified within the ACH Rules. The Company will advise the Bank of all ACH files, the number of debits and credits and their total amounts via email. The Company understands that files received after the transmissions deadline in <u>Schedule A</u> cannot be processed until the following business day. The Company acknowledges that the Bank will not be responsible for any late payment penalties incurred by its acceptance of untimely instructions. The Company acknowledges that the Bank will not be responsible for errors caused by the Company's use of Merchant Capture or the ACH origination software, nor will the Bank be liable for any penalties resulting from such errors.
- 6. Each entry or file shall be delivered via Business Online to the Bank by users having security rights to initiate ACH transactions per the Company's Business Online application. The Bank will not be liable and will not reimburse the Company for any losses that may occur as a result of unauthorized use of passwords and user codes. The Company is responsible for keeping Business Online passwords and user codes confidential at all times.
- 7. The Company will maintain a business checking account with the Bank and will provide immediately available funds to cover any credit entry initiated by, and not later than, the Settlement Date applicable hereto. The checking account statement will serve as the notification of all ACH activity and fees. A separate notification will not be mailed.
  - a. The Bank reserves the right to require pre-funding. Pre-funding may be implemented at any time by the Bank, who will notify the Company prior to initiating the requirement.
  - b. In the event there are not sufficient available funds in the account to cover the Company's obligations under this Agreement, the Company agrees that the Bank may debit any account maintained by the Company with the Bank or any affiliate of the Bank or that the Bank may set off against any amount it owes to the Company in order to obtain payment of the Company's obligations under this Agreement.



12 S. Main Street, Holland, New York 14080

www.BankofHollandny.com

Phone: 1-716-655-4667

- 8. The Company will receive immediately available funds for any electronic debt entry initiated by it on the Settlement Date applicable thereto. If there are insufficient funds in the customer's account, and the item is returned, the Company's account will be debited. Notification of Return items and Notifications of Change will be delivered via email; the email will serve as a transaction receipt.
- 9. The Company will comply with maximum exposure limits defined in Schedule B.
- 10. The Company is restricted to originate only the file types of entries that have been authorized by the Bank in Schedule B.
- 11. If the Company initiates International ACH Transactions (IAT) with prior approval, the Company must comply with the requirements outlined in Schedule D.
- 12. In the event any entries are rejected by the ACH for any reason whatsoever, it shall be the responsibility of the Company to remake such entries, provided, however, that the Bank shall remake such entries in any case where such rejection by the ACH was due to mishandling of such entries by the Bank and sufficient data is available to the Bank to permit it to remake such entries. (See Fee Schedule regarding Notifications of Return and Notifications of Change.) Rejection may occur subsequent to the posting of funds to the account. The Company understands and acknowledges that it is the responsibility of the Company to verify the success of its ACH transaction request with the Bank.
- 13. The Bank shall not be liable for delays or errors occurring to tax payments by reason of circumstances beyond its control. The amount of damages recoverable by the Company shall not exceed the actual damages of the Company, and in no event shall include consequential damages, exemplary damages, or lost profits.
- 14. The Company will promptly provide immediately available funds to indemnify the Bank if any debit entry is rejected after the Bank has permitted the Company to withdraw immediately available funds in the amount thereof or if any adjustment memorandum that relates to any such entry is received by the Bank.
- 15. The Company will indemnify the Bank if the Bank incurs any loss or liability on account of the breach, with respect to any entries initiated by the Company, of any of the warranties of an originating bank contained in the Rules, except due to the Bank's own negligence, including penalties incurred due to items returned as unauthorized.
- 16. The Company will compensate the Bank for providing the services referred to herein at the prices set forth in the Schedule C attached hereto.
- 17. In the event the Company incurs any loss due to mishandling of a particular entry or entries, the Bank's liability to the Company shall be limited to (i) liability for its own negligence or willful misconduct; and (ii) the amount recoverable by the Bank from the ACH, or any third party pursuant to the Rules or any indemnity agreement.
- 18. This agreement is governed by the laws of the State of New York.
- 19. This Agreement is terminable on ten (10) days' written notice by either party, provided that applicable portions of this Agreement shall remain in effect with respect to any entries initiated by the Company prior to such termination. Notwithstanding the foregoing, the Bank may immediately suspend its provision of the Services, in whole or in part, or terminate this Agreement if, at any time, it believes that its provision of the Services may create a risk of financial loss to the Bank, or that the Company has breached the ACH Rules.
- 20. By executing this agreement, Company acknowledges that it has received a copy of this Agreement and all of the attached schedules.

12 S. Main Street, Holland, New York 14080

www.BankofHollandny.com



Phone: 1-716-655-4667

# SCHEDULES ATTACHED HERETO:

| (A) Transmission Deadline (B) Exposure I  | imits and File Type(s) (C) Fee Schedule (D) IAT Entries  |              |
|---|--|--------------|
| IN WITNESS WHEREOF, the undersigned have du   | y executed the Agreement by their duly authorized officers.  |              |
| Financial Institution: Bank of Holland  | Company Name: Town of Aurora   |              |
| Ву  | Ву   |              |
| Name Timothy W. Dickey  | Name Charles D. Snyder   |              |
| Title President   | Title  |              |
| SC  | HEDULES A - D  |              |
| SCHEDULE A: Transmission Deadlines  |  |              |
| Debit Transactions delivered via Business Online:   | 12:00 PM (noon) Two or more banking days prior to Effective I  | )ate         |
| Credit Transactions delivered via Business Online:  | 12:00 PM (noon) Two or more banking days prior to Effective I  | <b>D</b> ate |
| Email notification of ACH file to: ACH@BankofH  | ollandny.com   |              |
| day. If a request is delivered past the deadline, there i                                 | vill be processed as if they were received on the following bankings no guarantee that the request will be sent in time for the intended with a copy of the current year's Federal Reserve Holiday | ng<br>ed     |
| SCHEDULE B: Exposure Limits and File Type(s)  |  |              |
| At the time of the signing of this Agreement, the Comperiod has been set at:  § 80,000.00 | pany's Maximum Net Settlement Limit within a 3-banking day   |              |
| least annually. This limit will be monitored by the Ba                                    | it risk associated with ACH settlement delays and is reviewed at ak and may be changed with approval by the Bank at any time.  of any change to the Company's Maximum Net Settlement Lim           |              |
| The Bank has authorized the Company to originate or type.                                 | ly the following file type(s). Prior approval is required for each   | file         |
| PPD (Prearranged Payment and Depos  | it Entry) Approved by: Dated: 7/1/2024   |              |
| CCD (Corporate Credit or Debit Entry  | Approved by: Dated:  |              |
| ☐ IAT (International ACH Transaction)   | Approved by: Dated:  |              |

Dec 2016



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# SCHEDULE C: Fee Schedule

# One-Time Fee:

Annual Fees: None

# Regular Monthly Fees:

| Exposure Limit             | Monthly Fee        |
|----------------------------|--------------------|
| \$ 0 -\$ 5,000             | \$15               |
| \$ 5,000.01 - \$ 25,000    | \$25               |
| \$ 25,000.01 - \$ 50,000   | \$30               |
| \$ 50,000.01 - \$100,000   | \$35               |
| \$100,000.01 - \$500,000   | \$40               |
| \$500,000.01 - \$750,000+  | \$70               |
| \$750,000.01 - \$1 million | \$100              |
| Per \$1 million            | Additional \$50/mo |

Waived for municipalities

Return Items and Notification of Change Fee ...... \$13

Tax Payment, per file Origination Fee .......N/C

Fees will automatically be debited from your account and appear in your monthly statement. Fees are subject to change at any time.

12 S. Main Street, Holland, New York 14080

www.BankofHollandny.com



Phone: 1-716-655-4667

# SCHEDULE D: IAT Entries

# International ACH Transactions (IAT)

- With prior approval by the Bank, if the company originates International ACH Transactions (IAT), a Standard Entry Class code for payments to identify international transactions (defined by the location of the financial institution that handles the payment transaction, not the location of the originator or receiver), the Company must comply with the following:
  - o Receiver's Account Number
  - o Receiver's DFI Identification Number
  - Payment Amount
  - Reason for Payment
  - o Receiver's Name
  - o Receiver's Street Address (no PO Box)
  - o Receiver's City, State, or Province, and Postal Code
  - o Originator's Name and Identification Number
  - o Originator's Street Address
  - o Originator's City, State, or Province, and Postal Code
  - o ISO destination country code (or at least destination country)
  - Receiving bank (name, identification, qualifier, branch country code)
  - Amount of entry and FX arrangements
  - Transactions type code (reason for payment)
- As noted earlier in this agreement, the Company agrees not to initiate entries that violate the laws of the United States, which includes Office of Foreign Asset Control sanctions (OFAC). See Website: <a href="www.treas.gov/ofac/">www.treas.gov/ofac/</a>
  Failure to adhere to this provision may result in the immediate suspension or revocation of the Company's authorization to conduct ACH transactions.
- IATs may pose a higher risk to violating OFAC obligations and the penalties can range from \$10,000 to \$10,000,000 per occurrence. If these fines are levied against the Bank, they may be passed on to the originator.
- The foreign payment system rules in those countries where the transaction(s) will be processed and received.
- Regardless of the foreign exchange conversion method, no gains or losses incurred will be borne by the Bank.
- The Bank shall not be liable for delays or errors occurring to IAT transactions and is not liable for any gain, losses, and the assumption of risk for foreign exchange conversion.

Page 5 of 5 Dec 2016

# Bank of Holland Annual Originator Review

| Type of Business  Date of most current ODFI/Originator Agreement  Types of entries initiated (debits, credits, or both)  SEC codes used (PPD, CCD, etc.)  Exposure limit (credits)  Frequency of origination:   Daily   Bi-Weckly   Bi-Monthly   Monthly   Other:    Has the ODFI monitored/tracked exposure limits across multiple settlement dates for Originator?  Yes   No  How many times in the last year has ODFI had to approve an over-limit? None  How does Originator transmit files to the ODFI?   On-line banking   Secure E-Mail   Thumb Drive    Other:    Does ODFI require prefunding for this Originator?   Yes   No  Originator Risk Rating:   Low   Medium   High  Reasons for Risk Rating: Uses ACH Origination to credit employees' accounts for payroll  Origination Analysis (to support exposure limit(s):  Dates and amounts of largest 5 ACH files initiated within the last year (debits)  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Bate Amount   172324   369,717.03   362824   369,517.03   362824   369,677.99   | Name of Originator   | Town of Aurora   |  |  |
|---|--|--|--|--|
| Date of most current ODFI/Originator Agreement Date of most recent financial statement/tax return N/A Types of entries initiated (debits, redits, or both) SEC codes used (PPD, CCD, etc.)  Exposure limit (debits) S= Exposure limit (debits) S= Exposure limit (credits)  Frequency of origination: □ Daily ☑ Bi-Weekly □ Bi-Monthly □ Monthly □ Other: □ Has the ODFI monitored/tracked exposure limits across multiple settlement dates for Originator? ☑ Yes □ No  How many times in the last year has ODFI had to approve an over-limit? None  How does Originator transmit files to the ODFI? ☑ On-line banking □ Secure E-Mail □ Thumb Drive □ Other: □ Does ODFI require prefunding for this Originator? □ Yes □ No  Originator Risk Rating: ☑ Low □ Medium □ High Reasons for Risk Rating: Uses ACH Origination to credit employees' accounts for payrol  Origination Analysis (to support exposure limit(s):  Dates and amounts of largest 5 ACH files initiated within the last year (debits) □ Date Amount □ N/A |  |  |  |  |
| Date of most recent financial statement/tax return   N/A  |  | TO THE RESERVE TO THE |  |  |
| Types of entries initiated (debits, credits, or both) SEC codes used (PPD, CCD, etc.)  Exposure limit (debits)  Exposure limit (credits)  Frequency of origination: □ Daily ☑ Bi-Weekly □ Bi-Monthly □ Monthly □ Other:  Has the ODFI monitored/tracked exposure limits across multiple settlement dates for Originator?  ☑ Yes □ No  How many times in the last year has ODFI had to approve an over-limit? None  How does Originator transmit files to the ODFI? ☑ On-line banking □ Secure E-Mail □ Thumb Drive □ Other: □ Does ODFI require prefunding for this Originator? □ Yes ☑ No  Originator Risk Rating: ☑ Low □ Medium □ High Reasons for Risk Rating: Uses ACH Origination to credit employees' accounts for payroll  Origination Analysis (to support exposure limit(s):  Dates and amounts of largest 5 ACH files initiated within the last year (debits)  □ Date □ Amount □ N/A 2 □ 3 □ 4 □ 5 □ □  Dates and amounts of largest 5 ACH files initiated within the last year (credits) □ Date □ Amount □ Amount □ N/A 2 □ N/A □ N |  | · • · · · · · · · · · · · · · · · · · ·  |  |  |
| SEC codes used (PPD, CCD, etc.)  Exposure limit (debits)  Frequency of origination: □ Daily ☑ Bi-Weekly □ Bi-Monthly □ Monthly □ Other:  Has the ODFI monitored/tracked exposure limits across multiple settlement dates for Originator?  ☑ Yes □ No  How many times in the last year has ODFI had to approve an over-limit? None  How does Originator transmit files to the ODFI? ☑ On-line banking □ Secure E-Mail □ Thumb Drive  □ Other:  □ Does ODFI require prefunding for this Originator? □ Yes ☑ No  Originator Risk Rating: ☑ Low □ Medium □ High  Reasons for Risk Rating: Uses ACH Origination to credit employees' accounts for payroll  Origination Analysis (to support exposure limit(s):  Dates and amounts of largest 5 ACH files initiated within the last year (debits)  □ Dates and amounts of largest 5 initiated within the last year (debits)  □ Dates and amounts of largest 5 ACH files initiated within the last year (credits)  □ Dates and amounts of largest 5 ACH files initiated within the last year (credits)  □ Dates and amounts of largest 5 ACH files initiated within the last year (credits)  □ Dates and amounts of largest 5 ACH files initiated within the last year (credits)  □ Dates and amounts of largest 5 ACH files initiated within the last year (seedits)  □ Dates and amounts of largest 5 ACH files initiated within the last year (seedits)  □ Dates and amounts of largest 5 ACH files initiated within the last year (seedits)  □ Dates and amounts of largest 5 ACH files initiated within the last year (seedits)  □ Dates and amounts of largest 5 ACH files initiated within the last year (seedits)  | · · · · · · · · · · · · · · · · · · ·  |  |  |  |
| Exposure limit (debits)  Exposure limit (credits)  S = 0,000  Frequency of origination:  Daily  Bi-Weekly  Bi-Monthly  Monthly  Other:  Has the ODFI monitored/tracked exposure limits across multiple settlement dates for Originator?  Yes  No  How many times in the last year has ODFI had to approve an over-limit? None  How does Originator transmit files to the ODFI?  On-line banking  Secure E-Mail  Thumb Drive  Other:  Does ODFI require prefunding for this Originator?  Yes  No  Originator Risk Rating:  Low  Medium  High Reasons for Risk Rating:  Uses ACH Origination to credit employees' accounts for payroll  Origination Analysis (to support exposure limit(s):  Date  Amount  1 N/A  N/A  2  3  4  5  Date  Amount  1 raza/4  375,983,64  2 6/21/24  369,191,07  3 6/26/24  361,991,07  4 6/12/24  359,550,72  |  |  |  |  |
| Second      |  |  |  |  |
| Frequency of origination:  Daily Bi-Weekly Bi-Monthly Monthly Other:  Has the ODFI monitored/tracked exposure limits across multiple settlement dates for Originator?  Yes No  How many times in the last year has ODFI had to approve an over-limit? None  How does Originator transmit files to the ODFI? On-line banking Secure E-Mail Thumb Drive Other:  Does ODFI require prefunding for this Originator? Yes No  Originator Risk Rating: Low Medium High Reasons for Risk Rating: Uses ACH Origination to credit employees' accounts for payroll  Origination Analysis (to support exposure limit(s):  Dates and amounts of largest 5 ACH files initiated within the last year (debits)  Date Amount  N/A  2  3  4  5  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Dates and amounts of largest 5 ACH files initiated within the last year (selection)  Amount  1 7/23/24 S75,983.64 2 8/21/24 S69,717.03 3 8/26/24 S81,991.07 4 6/12/24 S59,550.72   |  |  |  |  |
| Origination Analysis (to support exposure limit(s):           Dates and amounts of largest 5 ACH files initiated within the last year (debits)           Date         Amount           1         N/A           2         3           3         4           5         5    Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Date  Amount  1 7/23/24 \$75,983.64 2 8/21/24 \$69,717.03 3 6/26/24 \$69,717.03 3 6/26/24 \$81,591.07 4 6/12/24 \$59,550.72  | Frequency of origination:   Daily Bi-Weekly Bi-Monthly Monthly Other:  Has the ODFI monitored/tracked exposure limits across multiple settlement dates for Originator?  Yes No  How many times in the last year has ODFI had to approve an over-limit? None  How does Originator transmit files to the ODFI? On-line banking Secure E-Mail Thumb Drive Other:  Does ODFI require prefunding for this Originator?  Yes No |  |  |  |
| Date   Amount   |  | loyees' accounts for payroll   |  |  |
| Date   Amount   |  | iated within the last year (debits)  |  |  |
| 1 N/A N/A 2 3 3 4 5 5  Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Date Amount 1 7/23/24 \$75,983.64 2 8/21/24 \$69,717.03 3 6/26/24 \$61,591.07 4 6/12/24 \$59,550.72   |  | <del></del>  |  |  |
| Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Date Amount  1 7/23/24 \$75,983.64 2 8/21/24 \$69,717.03 3 6/26/24 \$61,591.07 4 6/12/24 \$59,550.72   | 1 N/A N/A  |  |  |  |
| Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Date Amount  1 7/23/24 \$75,983.64 2 8/21/24 \$69,717.03 3 6/26/24 \$61,591.07 4 6/12/24 \$59,550.72   | 2  |  |  |  |
| Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Date Amount  1 7/23/24 \$75,983.64 2 8/21/24 \$69,717.03 3 6/26/24 \$61,591.07 4 6/12/24 \$59,550.72   | 3  |  |  |  |
| Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Date Amount  1 7/23/24 \$75,983.64  2 8/21/24 \$69,717.03  3 6/26/24 \$61,591.07  4 6/12/24 \$59,550.72  |  |  |  |  |
| Dates and amounts of largest 5 ACH files initiated within the last year (credits)  Date Amount  1 7/23/24 \$75,983.64 2 8/21/24 \$69,717.03 3 8/26/24 \$61,591.07 4 6/12/24 \$59,550.72   |  |  |  |  |
| 4 6/12/24 \$59,550.72   | 4  |  |  |  |
|   | Dates and amounts of largest 5 ACH files init  Date  1 7/23/24  \$78   | Amount 5,983.64  |  |  |
| 5 11/27/24 \$50.076.79  | Dates and amounts of largest 5 ACH files init  Date 1 7/23/24 \$78 2 8/21/24 \$66  | Amount<br>5,983.64<br>9,717.03   |  |  |
| Q   10212ET   400,010.10  | Dates and amounts of largest 5 ACH files init  Date 1 7/23/24 \$76 2 8/21/24 \$66 3 6/26/24 \$67   | Amount<br>5,983.64<br>9,717.03<br>1,591.07   |  |  |

**Return Analysis** (attach spreadsheet documenting date, amount and return reason code):

Does Originator maintain sufficient funds on deposit to cover returned entries? ☑ Yes ☐ No

| Times Originat         | or has been overdrawn in the last 3 mont   | hs: <u>0</u>  |
|------------------------|--|---|
| On-Site Inspection: (A | dd or remove as appropriate with the       | Bank's Originator agreement):   |
|                        | Are terminals in a secure area?            |   |
| ☑ Yes □ No             | If terminals are in a secure area, is acce | ss limited and are access logs reviewed?  |
| 🛭 Yes 🗀 No             |  |   |
| ☐ Yes 🗹 No             | Does the Originator allow a shared pass    | sword?  |
| ☑ Yes □ No             | Is sensitive data secured?                 | $\mathcal{L}_{\mathcal{A}}(\mathcal{A}) = \mathcal{L}_{\mathcal{A}}(\mathcal{A}) + \mathcal{L}_{\mathcal{A}}(\mathcal{A}) + \mathcal{L}_{\mathcal{A}}(\mathcal{A}) + \mathcal{L}_{\mathcal{A}}(\mathcal{A}) + \mathcal{L}_{\mathcal{A}}(\mathcal{A})$ |
| 🛭 Yes 🗆 No             | Does Originator obtain signed authoriza    | ations when required?   |
| 🛭 Yes 🗆 No             | Does Originator retain authorizations for  | or 2 years after termination?   |
| ☑ Yes □ No             | Does the Originator dispose of its confi   | dential data according to established   |
|                        | policies and procedures?                   |   |
| ☑ Yes □ No             | If a third party is used for data destruct | ion, was vendor management due  |
|                        | diligence performed?                       |   |
| ☑ Yes □ No             |  | g to staff responsible for file generation,   |
|                        | modification, transmission, retention ar   | nd destruction.   |
| Training (Describe ty  | pe of training and date on which train     | ing was provided):  |
|                        | 1 . 0                                      |   |
| Employee completing    | review: Kulya. Bloom                       | Date: 12/10/24  |
| Exposure limits appro  | 1  | Data: 40/40/04  |
| Exposure mints appro   | oved by:                                   | Date: 12/10/24  |
|                        |  |   |
|                        |  |   |
|                        |  |   |
| Cautification Duard    | la al la                                   |   |
| Certification Provid   | •  | Date: 12/10/24  |
| Representative at      | Town of Aurora                             | •   |
|                        |  |   |



# Bank of Holland Merchant Capture Customer Audit Form

| 1. | Com        | pany Name:                     | Town of Aurora             |  |
|----|------------|--------------------------------|----------------------------|--|
| 2. | Date       | of Audit:                      | 12/9/24                    |  |
| 3, | Com        | pany Authorized                | Contact: Che               | arles D. Snyder  |
| 4. | Num        | ber of Scanners:               | 1                          |  |
|    |            |                                |                            | Policies & Procedures  |
| 1. | Sec        | curity Risk Asses              | sment Policy               | & Procedures:  |
|    | a.         | Is there separati              | on of duties in            | n place and are they followed, where possible? ✓ Yes □ No  |
|    | b.         | (This includes compliance, in  | a system of itial and ongo | adequate audit program? ✓ Yes □ No internal controls to ensure ongoing compliance, independent testing for oing risk management program, and designation of qualified individuals and monitoring day-to-day compliance.) |
|    | c.         | Have there been                | n any breaches             | s, fraud, or theft? (Circle all that apply)  |
|    |            | Security/IT                    | Yes                        | No   |
|    |            | Internal Frau                  | d Yes                      | No   |
|    |            | Theft or othe                  | r: Yes                     | No   |
|    |            | If yes to an                   | y explain:                 |  |
|    |            | <ul><li>If yes has a</li></ul> | nything been               | done to prevent this from happening again? <del>□ Yes □ N</del> o N/A  |
|    | d.         | Are all records                | and document               | ts kept in a secure environment? ☑ Yes □ No  |
|    | e.         | Are acceptable                 | balancing pro-             | cedures in place? ☑ Yes □ No   |
| 2. | <u>De</u>  | struction Policy               | for media and              | obsolete electronic equipment:   |
|    | a.         | Are adequate p                 | rocedures in p             | lace to destroy media and obsolete electronic equipment?   |
| 3. | <u>Inf</u> | ormation Techno                | ology (IT) Poli            | icy for security and use of network, email and passwords:  |
|    | a.         | Is each employ                 | ee required to             | have a separate username and password?   ✓ Yes   No  |
|    | b.         | Is the computer                | locked when                | it is not being used and is it locked up at night? ✓ Yes □ No  |
|    | c.         | Are there limita               | itions on who              | can use the computer and where they can go on the internet? ☑ Yes ☐ No   |
|    | d.         | Are user names                 | , passwords, e             | etc. changed when an employee leaves?   Yes   No   |
| 4. | <u>Co</u>  | mputer Patch M                 | anagement Po               | licy:  |
|    | a.         | Is computer up                 | dated when up              | odates become available for Microsoft, virus protection, etc.? ∠ Yes □ No  |
| 5. | Inf        | Formation Techno               | ology "IT" Au              | dit Policy (includes vulnerability assessment):  |

| 6.  | . Privacy Policy:  |  |
|-----|--|--|
|     | a. Are procedures and controls in place to handle                                      | e confidential information?   Ves   No                               |
| 7.  | . Employee New Hire and Termination Policy:  |  |
|     | <ul> <li>a. Are Human Resources' policies and procedure</li> <li>☑ Yes □ No</li> </ul> | es maintained that include background checks on personnel?           |
|     | b. Has an adequate training program been developed                                     | oped and implemented for the staff? ☑ Yes ☐ No                       |
| 8.  | 3. Business Continuity Plan (BCP)  |  |
|     | a. Is there a plan for recovery from a fire, flood,                                    | etc.? ☑ Yes □ No   |
|     | b. Is there a recovery plan in case something wa                                       | s to happen to the person/ persons in charge? ☑ Yes ☐ No             |
|     | Balance  | es & Controls  |
| 1.  | 1  | ☑ Yes ☐ No ng issues, having procedures documented, and having error |
| 2.  | 2. Are original checks retained for 60 days? ∠ Yes I                                   | ⊔ No   |
| 3.  | 3. Are checks retained in a secure environment? 💆 Y                                    | Yes □ No   |
| 4.  | 4. Are all checks signed or endorsed prior to electron                                 | nic processing? ☑ Yes □ No   |
| 5.  | ,  | he 60 days? ☑ Yes □ No   |
| Аp  | Approved: 🔀  |  |
| De  | Declined:  |  |
|     | Bank of Holland  | Town of Aurora   |
|     | 12 South Main Street<br>Holland, NY 14080  | Company  |
| Na  | <sub>Name:</sub> Kelly A. Bloom  | Name: Charles D. Snyder  |
| Tit | <sub>Title:</sub> Branch Administrator/VP  | Title:   |
|     |  | Signature:   |
| 215 | Signature:   | •  |

**SUPERVISOR** Charles D. Snyder (716) 652-7590 csnyder@townofaurora.com

**TOWN** Martha I (716)townclerk@towno

# TOWN OF AURORA

Aurora Municipal Center

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

12/18/24

To: Town Board

Re: Request to approve the promotion of Michael Ingelfinger to Working Crew Chief

Please approve the promotion of Michael Ingelfinger from MEO to Working Crew Chief. He has done an outstanding job managing work crews for buildings, parks and highway projects. We plan to have him take over quarterly HVAC inspections and maintenance for all our town buildings. The hourly Working Crew Chief rate for 2025 will be \$35.68.

David Gunner

Highway Superintendent

EFFECTIVE 1/25

CONTINGENT ON ORGATION OF ANOTHER WORKING CREW CHIEF CIVIL SUC POSTION

2015 AS 15:

2025 PROPOSED ?

MIKE INGECFINGER
CURRENT TITLE:

BLOG MAINT MECHANIC

+ .50 GAG WARE / TANKS

# **Kathleen Moffat**

From:

Elizabeth Deveso

Sent:

Wednesday, December 18, 2024 11:44 AM

To:

Kathleen Moffat

Subject:

Request to promote Mike Ingelfinger

Kathleen,

Please make Mike Ingelfinger's promotion effective 1/1/25, contingent upon creating another Working Crew Chief civil service position.

Thanks,

Elizabeth Deveso

Office Manager/ Highway Secretary Town of Aurora Highway Department 251 Quaker Rd.

East Aurora, NY 14052 Phone: (716) 652-4050 Fax: (716) 652-1123



7A

Michael E. Kenneally Executive Director

October 7, 2024

Town of Aurora Attn: Kathleen Moffat Aurora Municipal Center 575 Oakwood Avenue East Aurora, NY 14052

Dear Ms. Moffat:

We are pleased to announce that the Town of Aurora has qualified for the Comp Alliance Safe Workplace Award for your performance during policy year 2023. The enclosed award check signifies the Town of Aurora's commitment to minimizing workplace accidents and keeping its employees healthy and safe.

The Safe Workplace Award Program is a monetary award that benefits Comp Alliance members who have had positive loss experience during a given policy year. Beginning this year, we incorporated a safety questionnaire that recognizes and rewards not only your performance, but also your commitment to safety and efforts in establishing a safe work culture. The enclosed award check reflects both elements of our Safe Workplace Award.

The Comp Alliance Board of Trustees implemented this program to reward its members whose commitment to safety is reflected in its favorable loss experience. Since its inception five years ago, we have awarded more than \$4.8 million to our municipal and school members through the Safe Workplace Award and more than \$10 million in total Awards.

We appreciate your continued membership in the program and look forward to helping you keep your workforce healthy and safe.

Michael Kenneally

Comp Alliance, Executive Director

\$5,648 " RECEIVED

Phone: 866-697-6922 Fax: 516-227-2352



# Aurora Municipal Center 575 Oakwood Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement - Tax Collection

To: Charles D. Snyder, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of **November**, 2024 in connection with the collection of taxes, excepting only such fees the application and payment of which are otherwise provided for by law:

| Received From | Type of Receipt   | Amount       |
|---------------|-------------------|--------------|
| Taxes         | School            | \$227,204.51 |
| Taxes         | Penalties         | 13,939.31    |
| Taxes         | Interest          | 2,680.44     |
| Taxes         | Tax Acct Interest | 124.25       |
| Taxes         |                   |              |
|               | Total Received    | \$243,948.51 |

State of New York County of Erie Town of Aurora

Martha L. Librock, being duly sworn, says that she is the Town Clerk of the Town of Aurora; that the foregoing is a full and true statement of all fees and monies applicable to tax collection received by her during the month stated excepting only such fees and monies the application of which are otherwise provided for by law.

Martha L. Librock, Town Clerk

Subscribed and Sworn to before me this 19th day of December, 2024

Notary Public A. MILLER
Reg. #01Mi6128663
Notary Public, State of New York
Qualified In Eric County
Commission Expires June 13, 20 25



# Aurora Municipal Center 575 Oakwood Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement – Water Fee Collection

To: Charles D. Snyder, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of **November 2024** in connection with the collection of water fees, excepting only such fees the application and payment of which are otherwise provided for by law:

| Received From | Type of Receipt | Amount     |  |
|---------------|-----------------|------------|--|
| Water Billing | Water Bills     | \$2,641.38 |  |
|               |                 |            |  |
|               | Total Received  | \$2,641.38 |  |

State of New York County of Erie Town of Aurora

Martha L. Librock, being duly sworn, says that she is the Town Clerk of the Town of Aurora; that the foregoing is a full and true statement of all fees and monies applicable to water fee collection received by her during the month stated excepting only such fees and monies the application of which are otherwise provided for by law.

Martha L. Librock, Town Clerk

Subscribed and Sworn to before me this 19th day of <u>December</u>, 2024

Notary PublicyLA, MILLER Reg. #01MI6128663

Notary Public, State of New York
Qualified In Eric County
Commission Expires June 13, 20 25

#### TOWN OF AURORA SENIOR CENTER DIRECTOR'S REPORT MONTH OF November 2024

The mission of the Town of Aurora Senior Center is to help older adults remain healthy and active through participation in recreational pursuits and to provide leadership and advocacy to ensure the availability of leisure and recreational opportunities for seniors.

# **ADMINISTRATION**

I attended our director's meeting at the Lancaster Senior Center on November 19th. Jim Strusienski, Stay Fit Dining Director, discussed the increase in our meals from \$3.00 to \$3.50. It has been many years without an increase but will continue to be a suggested donation. As overall costs have risen for food it was a necessary increase. They did not want to compromise the quality of the meals.

Our AARP tax preparers are attending virtual classes here at the center in preparation for the upcoming tax season. Local resident, Marie Glenn, oversees the program which is run through the IRS. They will start scheduling in January for appointments. Our seniors love the free service they provide.

The AFP Group inspected our backflow and sprinkler systems.

#### **PROGRAMS:**

WORKOUT ROOM Title: Day & time: M-F 8:00am- 4:00pm Participants: Approximately 45 per day

Title: LINE DANCING

Day & time: Mondays, 9:00 - 10:00 (beginners) 10:15 - 1:15 (advanced)

Participants: 22 people

Supervisors: Nance Baranowski Title: SENIOR NOTES Day & time: Mondays, 12:45 - 2:30pm

Participants: 23 people Supervisor: Kathy Almeter Title: **EUCHRE** 

Day & time: Mondays, 1:00 - 4:00pm

Participants: 24 people Title: PINOCHLE

Fridays, 1:00 - 4:00pm

Day & Time Participants: 20 people

Title: CERAMICS Day & time: Tuesdays, 10:00am - 4:00pm

Participants: 35 people Supervisor: Elaine Schiltz EXERCISE CLASS Title:

Day & time Tuesdays & Wednesdays 8:30 - 9:30am

Participants: 14 people TAÎ CĤI Title:

Day & time: Tuesdays & Thursdays 3:00 beginners 3:30veterans

Supervisor: Judy Augustyniak & Susan Ott

Participants: 15 people

TAI CHI – advanced Title:

Day & time: Mondays 10:00 & Thursdays 9:00am

Dennis Desmond Supervisor:

Participants: 10 YOGA Title:

Day & time: Wednesdays, 9:45 - 11:00am Amy Sheehan Supervisor:

Participants: 14 people BOWLING Title: Wednesdays, 1:00pm Day & time: Barb D'Amato Supervisor: Participants: 24 people PAINTING

Title: Day & time: Wednesdays, 1:00 - 3:30pm

Walt Carrick Supervisor: Participants: 4 people Title: BRIDGE

Wednesdays, 9:30am - 2:00pm Day & time:

Supervisor: Dave Lorcom Participants: 24 people Title: SENIOR CLUB

Thursdays, 10:00am - 3:00pm Day & time:

President: Bev Ciszkowski

PACE (people with arthritis can exercise) Title:

Fridays, 9:00 - 10:00am Day & time: Supervisor: Donna Bodekor

Participants:

12 people

Title: Day & time: **SEWING & QUILTING** 

Supervisor:

Tuesday 10-2pm Terry Piper

Participants:

12 people

Title: Day & time: 55 ALIVE - Defensive driving classes

Supervisor:

1st Monday & Wednesday of the month - March 2025 Ronald Krowka

Participants: Title:

**SCRABBLE** Wednesdays 9:30-11:00am

Day & time Supervisor: Participants:

Dianne Bender 8+ people FIBER ARTS

40 people max.

Day & time: Participants:

Title:

Tuesdays 1st & 3rd 12 people

Title: Day & time: Supervisor:

MAHJONG Mondays 2:00pm Lou Plotkin

Participants:

Title: Day & time: MEXICAN DOMINOS Thursdays 9:30 am Laurie Smith

Supervisor: Participants:

Title:

BOOK CLUB Day & time: 2<sup>nd</sup> Wednesday of the month

Supervisor; Barb Dadey

Participants: 8-10 Title: Chess Club Thursdays 10:00am Day & time: Supervisor: Roberto Gesualdi

Participants:

Title: Day & time

Wii Bowling Tuesdays 12:30pm Cliff Lee

Supervisor:

Participants:

Title:

Portrait Sketching Day & time: Fridays Supervisor: Kurt Almond Participants: varies 4-8 Creative Painting

Title: Day & time: Supervisor:

Friday 9-12noon Meg Hausauer

Participants:

**FUTURE TRIPS** 

Salvatore's Holiday event Kleinhans - Holiday Pops

## **EVENTS & OTHER ACTIVITIES**

November 7 – Fantasy Football meeting with Erie County Wellness personnel.

November The Farm Market truck sponsored by Feedmore WNY is selling produce for our seniors and all community members for a fair price.

November 21 – The Thursday Senior Social Club Celebrated Thanksgiving

November 20 - Book Club - The Women by Kristin Hannah

November 18 - Jewelry Making class instructed by Susie Baker

November 18- Erie County Senior Services sponsored Trivia competition.

November 21 – Highmark representatives were here to assist our senior with Medicare insurance for 2024.

November 14 – Clarity Group representatives assist with Medicare insurance 2024.

November 4 – Merry Mondays – Laughter is the best medicine, Program facilitator will be Barb Dadey

November 21 - Erie County Social Worker, Rachel Potter, has been assisting seniors on various topics. This has been a plus for our members and the center staff

#### NUTRITIONAL LUNCH PROGRAM

Lunches are offered daily at a donation of \$3.00. Our weekly count for the program is 370 per week. Lunch totals for the month of November are 1478.

The center was closed Election Day, Veterans Day, and Thanksgiving days,

|                 | In-house | Frozen |                 | In-House | Frozen |
|-----------------|----------|--------|-----------------|----------|--------|
| Week of Nov. 4  | 222      | 139    | Week of Nov. 12 | 215      | 130    |
| Week of Nov. 18 | 290      | 153    | Week of Nov. 25 | 205      | 124    |



# TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION DIRECTOR'S REPORT MONTH OF: NOVEMBER 2024

# **ADMINISTRATIVE:**

# Reports:

- We have 16,396 members registered in our recreation system.
- We had 67 activity registrations.
  - 47 total registrants (91% residents, 9% non-residents)
- We generated \$4,179 in sales.
- Credit card purchases totaled 42% (84% on-line, 16% office)
  - o 2023 to 2024 comparison:

Total sales from 1/1/2023 – 11/30/2023 \$241,466

Total sales from 1/1/2024 – 11/30/2024 \$295,482

Our fall programs are starting to finish up for the season. Aktion Club floor hockey, Challenge Club (a program focusing on puzzles), and Risin NY Road Runners were all very well attended.

Was tasked this month with overseeing the transition to credit card transaction fees for our recreation programs. We will be setting the fee at 3.1% to cover the majority of our fees saving the town approximately \$7,000. These fees will go into effect on January 1, 2025.

EAST hosted its annual Kwianis meet the first weekend of November. We had over 330 athletes compete over the course of 10 hours. Many thanks to our many volunteers to make this event happen! A huge THANK YOU to Kiwanis for sponsoring this meet.

Submitted by: Chris Musshafen, Director of Recreation and Aquatics

# Town of Aurora Building Department Monthly Report - November 2024

|                         | Town         | Village      | Totals        |
|-------------------------|--------------|--------------|---------------|
| Permits Issued          |              |              |               |
| Number of Permits       | 27           | 17           | 44            |
| Current Month Fee Total | \$ 10,317.60 | \$ 6,825.50  | \$ 17,143.10  |
| 2024 Year Fee Total     | \$ 84,920.45 | \$ 73,726.89 | \$ 158,647.34 |
| 2023 Year Fee Total     | \$ 6,932.25  | \$ 13,280.00 | \$ 140,330.02 |

| Inspections Completed                 |          |    |     |
|---------------------------------------|----------|----|-----|
| · · · · · · · · · · · · · · · · · · · | <u> </u> |    |     |
| Building Permit                       | 111      | 69 | 180 |
| Fire Safety                           | 0        | 3  | 3   |
| Complaint/Violation                   | 6        | 4  | 10  |

| Notices Sent                   |    |   |    |
|--------------------------------|----|---|----|
| Permits Expired                | 12 | 9 | 21 |
| 2nd Notice Permit Expired      | 0  | 1 | 1  |
| Violations - expired permits   | 0  | 1 | 1  |
| 2nd Notice Viols - exp permits | 0  | 0 | 0  |
| Zoning Compliance Letter       | 0  | 0 | 0  |
| False Alarm                    | 0  | 0 | 0  |

| Reviews                         |   |   |   |
|---------------------------------|---|---|---|
| Zoning Board Cases - New        | 2 | 0 | 2 |
| Site Plan Applications          | 1 | 3 | 4 |
| Special Use Permit Applications | 2 | 1 | 3 |
| ODA Applications                | 0 | 0 | 0 |

# Town of Aurora/Village of East Aurora Building Permits Issued 11/01/2023-11/30/2023

| 12 WEST FALLS RT 186.04-1-7.2<br>12 WEST FALLS RT 186.04-1-7.2<br>13 VICTORIA HTS 176.10-3-43<br>12 SESEE FUNE VCT 175.10-2-39<br>2 CREEKVIEW CT 175.10-2-39 | 100000000000000000000000000000000000000   | ORYCIAL VAN VAN       | 11/8/2024 Aurora       | 489.00            | 8350,000,00                | 1               |
|--|---|-----------------------|------------------------|-------------------|----------------------------|-----------------|
| AHTS 176.10-3<br>YRD 201.00-7<br>WCT 175.10-7  | -7.2 Accessory structures and building: Kelly O'Connor  | ing: Kelly O'Connor   | 11/6/2024 Aurora       | 273.25            | \$150,000.00               | , <del>(1</del> |
| YRD 201.00-5<br>W CT 175.10-5  | 13 VICTORIA HTS 176.10-3-43 Accessory structures and building: MARK & CATHERII                            | ing: MARK & CATHERII  | 11/14/2024 Aurora      | 251.00            | \$80,000.00                | н               |
| 3 CREEKVIEW CT 175.10-2-29 Other   | 1863 EMERY RD 201.00-1-48 Accessory structures and building. BRENT BARTLETT                               | ing: BRENT BARTLETT   | 11/27/2024 Aurora      | 203.75            | \$160,000.00               | ᆏ               |
|  | -29 Other   | Toby Corcoran         | 11/19/2024 Aurora      | 131.40            | \$51,555.00                | -               |
| RIDGE 187.02-2   | 40 CENTER RIDGE 187.02-2-18 Accessory structures and building: Mary Celani                                | ing: Mary Celani      |                        | 250.00            | \$80,000.00                | त्न र           |
| 1580 MILL RD 187.03-1-4  | .4 Accessory structures and building: James Herbert   | ing. James Herbert    |                        | 187.50            | \$35,000.00                | н •             |
| 174 ROYCROFT CI 164.16-4-21  | -21 Other   | DANIEL FRANKLIN       |                        | 50.00             | \$7,900.00                 | Н -             |
| 2405 BLAKELEY RI 188.00-2  | 2405 BLAKELEY RI 188.00-2-8.1. Residential Builds   | Snannon O'Brien       | 11/18/2024 Aurora      | 1,550.00<br>75.00 | \$376,434,00<br>\$8 800 00 | - F             |
| S ND 200,007   | 200 FALLS ND ZOUGO-FOLL: Other<br>203 GREENWOOF 164 11-1-77 Accessory structures and building FRIC FRIESS | In FRICERIES          |                        | 295.00            | \$27,000.00                | +               |
| 1999 BLAKELEY RI 188.00-4-4  | 4 other   | HEATHER MILLIRC       |                        | 104.20            | \$32,214.00                | Ħ               |
| 81 HEILER DR 165.10-1  | ~   | WILLIS & MARYBE       | 11/5/2024 Aurora       | 1,885.50          | \$412,875.00               | 1               |
| Ω  | 175.09-1-16 Residential Builds  | Donna Zimmerma        | 11/18/2024 Aurora      | 110.00            | \$10,497.00                | 1               |
|  | 200.00-4-9.2: Residential Builds  | Andrew Borowski       | 11/6/2024 Aurora       | 27.00             | \$45,000.00                | ਜ               |
| 2092 MILL RD 199.01-2-2  | -2 Other  | Mary Jo Graham        | 11/14/2024 Aurora      | 75.00             | \$10,500.00                | П               |
| 147 BOWEN RD 164.00-1-35.: Other   | -35.: Other   | Don Mills             | 11/13/2024 Aurora      | 75.00             | \$9,674.00                 | ਜ               |
| 13 WOODCREST E 186.05-2-1  | া Residential Builds  | Chrystalynn VanAe     |                        | 1,142.00          | \$100,000.00               | rl +            |
| 1525 QUAKER RD 174.00-1-46.: Other   |   | Lynn DiPiπo           |                        | 75.00             | \$10,550.00                | -1 1            |
| 953 LAWRENCE A 165.14-4-7  |   | ing, ERIC PIECHOWICZ  |                        | 100.00            | \$8,840.00                 | r-1 1           |
| 22 REED HILL DR 175.10-2-33  | -33 Other   | Jeff Kney             |                        | 75.00             | \$11,520.00                | н ,             |
| 482 BUFFALO RD 164,00-1-24   |   | Bruce Shaffer         |                        | 75.00             | \$10,500.00                | H 1             |
| 431 QUAKER RD 175.06-3-2   | -2 Residential Builds   | Sheila Petrocy        |                        | 05.68             | 535,000.00                 | el v            |
|  | O   | NATHAN MEYERS         |                        | 20.00             | 00.000,65                  | ٠,              |
|  | -46.: Residential Builds  | derek sullivan        | 11/27/2024 Aurora      | 2,353.00          | \$900,000.00               | -l -            |
| 1012 MILE KD 187,01-5-5  | no Ocher<br>De Openhantial Builde   | Micholas Dassuch      | 11/27/2024 Aurora      | 165.50            | \$10,000,00                | I F             |
| COLEMNY LESSOL.  |   |                       |                        | 10317.60          | \$3.141.879.00             | 27              |
|  |   |                       | יענו דופפט             |                   |                            | ì               |
| 670 MAIN ST 165.17-6   | 165.17-6-25 Commercial building   | KATHLEEN MILLER       | 11/5/2024 East Aurora  | 50.00             | \$0.00                     |                 |
|  | 175.07-1-1.1: Signs   | Benderson Develo      | 11/15/2024 East Aurora | 90.09             | \$1,500.00                 | 1               |
| AVE  | -1.1. Signs   | Henry Szymula         | 11/8/2024 East Aurora  | 90.09             | \$10,195.31                | <b>-</b> 1      |
| 670 MAIN ST 165.17-6   | 165.17-6-25 Commercial building   | KATHLEEN MILLER       | 11/5/2024 East Aurora  | 5,430.00          | \$999,999.00               | н               |
| 128 THE MEADOV 165.14-2-38 Other   | -38 Other   | RAE & RITA PERRC      | 11/15/2024 East Aurora | 20.00             | \$29,800.00                | <del></del>     |
| 30 WALNUT ST 164.20-1  | 164.20-11-32 Accessory structures and building: Sarina Scaccia  | ing: Sarina Scaccia   | 11/15/2024 East Aurora | 70.00             | \$10,000.00                | н               |
| 128 GREY ST 175.07-1   | 175.07-1-1.1: Signs   | Matt Oats             | 11/15/2024 East Aurora | 240.00            | \$50,000.00                |                 |
| 516 NORTH ST 164.16-3  | 164.16-3-8.1 Other  | Natalie Lesh          | 11/14/2024 East Aurora | 107.50            | \$32,451.00                | н .             |
| AMORE 5 175.12~4   | 260 SYCAMORE S 175.12-4-20 Accessory structures and building: KEVIN HELFER JR.                            | ing: KEVIN HELFER JR. | 11/6/2024 East Aurora  | 90.00             | \$4,914.00                 | Η.              |
| 127 BUFFALO RD 164.19-1-8  | -8 Accessory structures and building: Steven Pattison   | ing: Steven Pattison  | 11/1/2024 East Aurora  | 135.00            | \$1,780.00                 | н               |
| 170 GREY ST 175.07-1   | 175.07-1-12 Accessory structures and building: Samuel Cosmano   | ing: Samuel Cosmano   | 11/6/2024 East Aurora  | 80.00             | \$39,999.00                | <del>г</del>    |
| 38 ELM ST 176.05-1   | 176.05-1-10 Signs   | Peter Nuessle         | 11/7/2024 East Aurora  | 60.00             | \$94.00                    | r<br>T          |
| 160 MAIN ST 164.19-5   | 164.19-5-13.: Other   | BNY EAC-I LLC         |                        | 110.00            | \$39,000.00                | -               |
| 461 GRIGGS PL 175.12-3-1   | 4 Other   | Anthony Rosati        | 11/8/2024 East Aurora  | 20.00             | \$5,325.00                 | н               |
|  | 175.08-2-43 Other   | JOHN SEEGER           | 11/13/2024 East Aurora | 20:00             | \$3,450.00                 | г               |
| •  | 175.12-3-18 Residential Builds  | STEPHEN SMIETAT       | 11/21/2024 East Aurora | 213.00            | \$120.00                   | rd v            |
| 281 OLEAN ST 176.09-1  | 4.76.00.4.E.4. Account structures and building Virginia Coleman   | ne Virginia Coleman   | 11/21/2024 East Aurora | 00:05             | 28.229.00                  | 7               |

44

\$4,378,735.31

\$17,263.10

Total Fees

# Town of Aurora/Village of East Aurora Certificate of Compliance/Occupancy Issued 11/01/2024-11/30/2024

| Permit nur Address             | Property ID Inspection name   | Workspace status     | Visit date Visit result                    | Municipality |
|--------------------------------|---|----------------------|--|--------------|
| 2023-512 1252 BOIES RD         |   | Occupied             | 11/1/2024 Granted and fully completed      | Aurora       |
| 2024-233 1479 MILL RD          | 187.03-1-20 Final Building Department Inspection                            | Finished             | 11/1/2024 Granted and fully completed      | Aurora       |
| 2024-475 1693 SWEET RD         | 187.00-3-1.1. Final Building Department Inspection                          | Finished             | 11/4/2024 Granted and fully completed      | Aurora       |
| 2023-470 2 CREEKVIEW CT        | 175.10-2-31 Final Building Department Inspection                            | Occupied             | 11/5/2024 Failed                           | Aurora       |
| 2024-267 2 CREEKVIEW CT        | 175.10-2-31 Final Building Department Inspection                            | Finished             | 11/5/2024 Failed                           | Aurora       |
| 2024-267 2 CREEKVIEW CT        | 175.10-2-31 Final Building Department Inspection                            | Finished             | 11/6/2024 Granted and fully completed      | Aurora       |
| 2024-532 1790 OLEAN RD         | 201.00-1-20 Final Building Department Inspection                            | Finished             | 11/7/2024 Failed                           | Aurora       |
| 2023-508 1525 QUAKER RD        | 174.00-1-46.: Temporary Certificate of Occupancy                            | Construction started | 11/7/2024 Granted but outstanding matters  | Aurora       |
| 2024-331 719 DAVIS RD          | 174.00-3-5.1. Final Building Department Inspection                          | Construction started | 11/7/2024 Failed                           | Aurora       |
| 2023-470 2 CREEKVIEW CT        | 175.10-2-31 Final Building Department Inspection                            | Occupied             | 11/8/2024 Failed                           | Aurora       |
| 2024-285 1006 GROVER RD        | 187.00-1-42 Final Building Department Inspection                            | Finished             | 11/8/2024 Granted and fully completed      | Aurora       |
| 2024-270 135 COOK RD           | 176.00-1-33.: Final Building Department Inspection                          | Finished             | 11/13/2024 Granted and fully completed     | Aurora       |
| 2023-470 2 CREEKVIEW CT        | 175.10-2-31 Final Building Department Inspection                            | Occupied             | 11/18/2024 Granted but outstanding matters | Aurora       |
| 2024-532 1790 OLEAN RD         | 201.00-1-20 Final Building Department Inspection                            | Finished             | 11/18/2024 Granted and fully completed     | Aurora       |
| 2023-418 1250 BIG TREE RD      | 165.00-1-26 Final Building Department Inspection                            | Finished             | 11/20/2024 Failed                          | Aurora       |
| 2024-510 2342 DARLING RD       | 201.19-1-6.2 Final Building Department Inspection                           | Finished             | 11/22/2024 Granted and fully completed     | Aurora       |
| 2024-324 1324 GROVER RD        | 187.00-1-19 Final Building Department Inspection                            | Finished             | 11/25/2024 Granted and fully completed     | Aurora       |
| 2023-529 18 VICTORIA HTS       | 176.10-3-38 Final Building Department Inspection                            | Finished             | 11/25/2024 Granted and fully completed     | Aurora       |
| 2024-562 953 LAWRENCE AVE      | 165.14-4-7 Final Building Department Inspection                             | Construction started | 11/25/2024 Failed                          | Aurora       |
| 2024-467 1843 DAVIS RD         | 199.03-1-6.1 Final Building Department Inspection                           | Construction started | 11/27/2024 Failed                          | Aurora       |
| 2024-156 165 BUFFALO RD        | 164.19-1-2 Final Building Department Inspection                             | Finished             | 11/1/2024 Granted and fully completed      | East Aurora  |
| 2024-058 120 COMMERCE WAY      | 175.10-1-3.1: Final Building Department Inspection                          | Construction started | 11/4/2024 Granted but outstanding matters  | East Aurora  |
|                                | 164.20-7-37 Final Building Department Inspection                            | Finished             | 11/5/2024 Failed                           | East Aurora  |
| 2024-155 169 WEST FILLMORE AVE | 164.19-5-6  | Finished             | 11/5/2024 Granted and fully completed      | East Aurora  |
| 2024-396 234 GIRARD AVE        | 164.15-2-32 Final Building Department Inspection                            | Finished             | 11/8/2024 Failed                           | East Aurora  |
| 2024-417 191 CENTER ST         | 175.08-9-40 Final Building Department Inspection                            | Finished             | 11/12/2024 Granted and fully completed     | East Aurora  |
| 2024-246 234 GIRARD AVE        | 164.15-2-32 Final Building Department Inspection                            | Construction started | 11/12/2024 Failed                          | East Aurora  |
| 2024-396 234 GIRARD AVE        | 164.15-2-32 Final Building Department Inspection                            | Finished             | 11/12/2024 Granted and fully completed     | East Aurora  |
| 2024-186 484 MAIN ST           | 164.20-7-37 Final Building Department Inspection                            | Finished             | 11/14/2024 Granted but outstanding matters | East Aurora  |
| 2024-397 391 OLEAN ST          | 176.09-1-44 Final Building Department Inspection                            | Finished             | 11/15/2024 Granted and fully completed     | East Aurora  |
| 2023-501 816 WARREN DR         | 165.14-1-7 Final Building Department Inspection                             | Finished             | 11/15/2024 Granted and fully completed     | East Aurora  |
| 2024-537 127 BUFFALO RD        | 164.19-1-8 Final Building Department Inspection                             | Finished             | 11/15/2024 Granted and fully completed     | East Aurora  |
| 2024-284 182 MILL RD           | 175.07-2-9.1 Final Building Department Inspection                           | Construction started | 11/18/2024 Granted and fully completed     | East Aurora  |
|                                | 123 GREY ST (125 GREY ST.) 175.07-1-1.1. Temporary Certificate of Occupancy | Construction started | 11/18/2024 Granted but outstanding matters | East Aurora  |
| -                              | 164.20-7-37 Final Building Department Inspection                            | Finished             | 11/19/2024 Granted and fully completed     | East Aurora  |

| East Aurora  | East Aurora                            | East Aurora   |
|--|--|---|
| 11/20/2024 Granted and fully completed 11/21/2024 Granted and fully completed 11/25/2024 Granted | 11/27/2024 Granted and fully completed | 11/27/2024 Granted and fully completed                    |
| Finished Finished Finished Occupied Occupied Occupied Finished Finished Finished   | Construction started                   | Finished  |
| nt Inspection nt Inspection nt Inspection nt Inspection nt Inspection f Occupancy f Occupancy f Occupancy nt Inspection nt Inspection nt Inspection nt Inspection nt Inspection  | tment Inspection                       | nent Inspection   |
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# East Aurora / Town of Aurora Police Department Interdepartmental Correspondence



To: Mayor Peter Mercurio & Village Board; Supervisor Charles Snyder & Town Board

From: Patrick Welch, Chief of Police

Date: December 10, 2024

Re: Monthly Report - November 2024

# **General Information**

# **Meetings:**

In addition to Village Board, Town Board and Staff meetings I also attended the following:

- o Erie County Police Chief's Association Monthly Meeting
- o WNY Police Chief's Monthly Meeting
- o Conducted 4 final interviews for pistol permit applications
- Met with Erie County Highway Engineers about Pine Street Construction plans
- Met with Shane Krieger, Town Councilman McCann and members of Garden Club about deer population
- o Met with EA Chamber of Commerce about December 21st event
- o Met with Village Trustee Cameron about the use of Tasers

# Special Events:

• The Turkey Trot was held on Thanksgiving morning in the village. The event continues to grow. There were about 800 runners this year.



# East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

# **Statistics**

| Activity   | Village     | Outside of Village | Total (YTD)   |
|--|-------------|--------------------|---------------|
| Police calls   | 609 (8682)  | 357(4468)          | 966 (13,290)  |
| Fire/EMS calls   |             |                    | 424(4811)     |
| Response Time  | 4.9 minutes | 4.0 minutes        |               |
| Property Damage<br>Accident                            | 11          | 13                 | 24(245)       |
| Injury Accidents                                       | 1/0 Fatal   | 1/0 Fatal          | 2(44)1(Fatal) |
| Leaving Scene Acc                                      | 3           | 1                  | 4 (28)        |
| Deer Struck PDO  | 0           | 23                 | 23 (116)      |
| Crimes Against Persons<br>(Agg. Harassment/<br>Assault | 2           | 3                  | 5(49)         |
| Crimes-Drugs   | 0           | 0                  | 0(2)          |
| Crimes-Property<br>(Larceny/Criminal<br>Mischief)      | 4           | 2                  | 6(85)         |
| Burglary/Trespass                                      | 1           | 1                  | 2(18)         |
| S&R-Lic/Reg  | 8           | 3                  | 11(74)        |
| DWI  | 6           | 2                  | 8(52)         |
| Warrant Arrests  | 0           | 1                  | 1(8)          |
| Traffic Tickets  | 108(863)    | 50(358)            | 150 (1224)    |
|  |             |                    | 158 (1221)    |
| Parking Tickets  | 0           | 0                  | 0(196)        |
| Domestics  | 0(27)       | 3(32)              | 3(59)         |
| 9.41 MHL/22.09 PHL                                     | 3(24)       | 0(25)              | 3(49)         |
| ERPO   | 0           | 0                  | 0(10)         |
| Car Seat Installations                                 | 0           |                    | 4             |



# East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

# Training:

The entire department completed training on workplace bullying.

# **Arrests / Investigations**

Outside of the arrests and reported crimes in the above chart, of note Officers also investigated the following:

• Detectives are following several leads into Narcotics possession and sales.

# **Miscellaneous**

• Command staff is in the process of conducting a background investigation and preemployment screenings on an individual who has interviewed for the position of police officer. There is currently one vacant position for police officer.