

FONTANESE FOLTS AUBRECHT ERNST ARCHITECTS

WS-1 +A

6395 W. Quaker Street
Orchard Park, NY 14127

FOR ARCHITECTURAL SERVICES RENDERED

Town of Aurora
575 Oakwood Ave.
East Aurora, NY 14052
Attn: Charles D. Snyder
Town Supervisor

Date
1/23/2024

Invoice #
6 #22.28

Project Aurora Senior Cntr exterior door #22.28
P.O. No.

Terms
Net 30 Days

Due Date
2/22/2024

Item	Description	Qty	Rate	Amount
	For Architectural Services 9/15/2023 through 1/24/24			
AS/Ernst, P	Additional Services	1	165.00	165.00
CA/Heidt, W	Construction Administration Phase	5	95.00	475.00
CA/Asquith, E	Construction Administration Phase	0.5	80.00	40.00
<p>A 7110.454 PARK IMPROVEMENTS (ARPA ONLY)</p>				

Overdue accounts subject to 1.5% per month service charge.
Thank you for your business

Total	\$680.00
Payments/Credits	\$0.00
Balance Due	\$680.00

1:23 PM
01/26/24

FONTANESE FOLTS AUBRECHT ERNST ARCHITECTS, P.C.
Time by Job Detail
June 1, 2023 through January 17, 2024

<u>Date</u>	<u>Name</u>	<u>Billing Status</u>	<u>Duration</u>
The Town of Aurora:Aurora Senior Cntr exterior door #22.28			
Additional Services:AS/Ernst, P			
09/15/2023	Paul A. Ernst	Billed	1.00
Total Additional Services:AS/Ernst, P			1.00
Construction Administration:CA/Asquith, E			
12/05/2023	Eleanor L. Asquith	Billed	0.50
Total Construction Administration:CA/Asquith, E			0.50
Construction Administration:CA/Heidt, W			
06/07/2023	William A. Heidt	Billed	0.50
06/27/2023	William A. Heidt	Billed	1.00
06/28/2023	William A. Heidt	Billed	1.00
08/22/2023	William A. Heidt	Billed	0.50
09/15/2023	William A. Heidt	Billed	1.00
09/18/2023	William A. Heidt	Billed	1.00
Total Construction Administration:CA/Heidt, W			5.00
Total The Town of Aurora:Aurora Senior Cntr exterior door #22....			6.50
TOTAL			6.50

WS-2

4B

Zoning Board of Appeals Community Notific:

Town of Aurora

February 12, 2024

Intent- To use available technology (CodeRed) to efficiently notify Town of Aurora residents about zoning variance requests. This procedure is intended to augment the current legally required notification (media) and additional notification currently provided by the Town of Aurora (letters via US Mail to abutting property owners at their address of record). The CodeRed notification program will be used to notify abutting property owners via text message and email. In order to receive these messages the resident must sign up for the CodeRed service.

Procedure-

Upon establishing the list of variance requests to be heard before the Town of Aurora Zoning Board of Appeals at their monthly meeting, the Town Clerk (or his/her designee) will send the list of addressed requesting said variances to the CodeRed officers of record.

One officer of record will generate a CodeRed general audience message indicating the address of the requested variance and directing the recipient to the Town of Aurora website for additional information. The audience for the message will be determined by establishing a radius around the property in questions sufficient in size to include all abutting properties.



**Department of
Transportation**

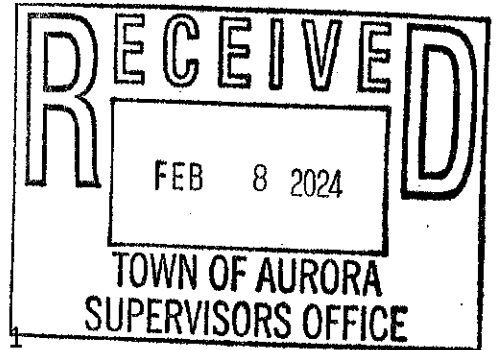
WS-3

4C-1

FRANK P. CIRILLO, SR/WA
Regional Director

February 7, 2024

Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052



RE: PIN 5268.55.201 PROC 15354
S.H. 866, Aurora-Glenwood, Part 1
Town of Aurora, Erie County
Map(s) 9 Parcel(s) 9

Dear Mr. Snyder:

I am sending to you a new Resolution that needs to be completed by the Town Board. This is due to Mr. Bach being listed on the previous one, but you are now listed as Town Supervisor and your name is on the closing papers.

A self-addressed, stamped envelope has been provided, for your convenience.

Once all documents are properly executed and returned to me, I will process the documents and forward them to the New York State Attorney General's for final approval.

If you have any questions, please do not hesitate to contact me at (716)847-3539.

Respectfully,

Laquita White
Real Estate Specialist I

/lw
Encl.

**RESOLUTION OF THE GOVERNING BODY OF THE
The Town of Aurora
RATIFYING AN AGREEMENT FOR ADVANCE PAYMENT
AND**

**AUTHORIZING _____ (OFFICER'S NAME) TO EXECUTE
CLOSING PAPERS ON BEHALF OF The Town of Aurora**

WHEREAS, the State of New York has taken or is in the process of taking a portion of the land owned by The Town of Aurora through the process of eminent domain for the purposes of improving Davis Road;

WHEREAS, the State has offered to pay The Town of Aurora the sum of \$360.00 for a portion of The Town of Aurora's property along Davis Road as depicted on Map(s) 9, as Parcel(s) 9;

WHEREAS, an agreement to accept said money (an Agreement for Advance Payment) has been signed on behalf of The Town of Aurora by _____ (OFFICER'S NAME);

WHEREAS, the _____ (NAME OF GOVERNING BODY [i.e. Board of Directors]) of the The Town of Aurora is the governing body of the The Town of Aurora; and

WHEREAS, the _____ (NAME OF GOVERNING BODY [i.e. Board of Directors]) is meeting on this ____ day of _____, 20____, after proper notice to consider this matter; and

WHEREAS, the The Town of Aurora wishes to ratify the Agreement for Advance Payment and to appoint _____ (OFFICER'S NAME), as _____ (OFFICER'S TITLE), as the person to execute closing papers on behalf of the The Town of Aurora;

**IT IS, UPON MOTION DULY MADE AND SECONDED,
RESOLVED THIS ____ DAY OF _____, 20____;**

THAT, the Agreement for Advance Payment is hereby accepted and ratified;

THAT, _____ (OFFICER'S NAME) is hereby designated as the person to execute any and all closing papers with regard to this transfer to the State of New York.

**Certification of the Secretary of the _____ (NAME OF GOVERNING BODY [i.e. Board of Directors])
of the The Town of Aurora**

The undersigned Secretary of the _____ (NAME OF GOVERNING BODY [i.e. Board of Directors]) hereby certifies that the foregoing resolution was made, seconded and approved by a vote of the _____ (NAME OF GOVERNING BODY [i.e. Board of Directors]) at a meeting held at _____ (MEETING LOCATION) on the ____ day of _____, 20____,

Signed this ____ day of _____, 20____.

(SIGNATURE)

By: _____
(PRINT NAME)

Secretary of the _____ (NAME OF GOVERNING BODY [i.e. Board of Directors])

Of the The Town of Aurora



**Department of
Transportation**

KATH

MARIE THERESI

Commissioner

4C-2

FRANK P. CIRILLO, SR/WA
Regional Director

February 7, 2024

Aurora Town Public Library
575 Oakwood Avenue
East Aurora, NY 14052

RE: PIN 5268.55.201 PROC 15354
S.H. 866, Aurora-Glenwood, Part 1
Town of Aurora, Erie County
Map(s) 8 Parcel(s) 8

Dear Mr. Snyder:

I am sending to you four copies of the Agreement of Advance Payment. Please sign, and have notarized, three of the agreements noted with "RETURN". This is due to Mr. Bach completing the previous ones, but you are now listed as Town Supervisor and your name is on the Resolution.

A self-addressed, stamped envelope has been provided, for your convenience.

Once all documents are properly executed and returned to me, I will process the documents and forward them to the New York State Attorney General's for final approval.

If you have any questions, please do not hesitate to contact me at (716)847-3539.

Respectfully,

Laquita White
Real Estate Specialist I

/lw
Encl.

RETURN

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT-OF-WAY**AGREEMENT FOR ADVANCE PAYMENT**

PIN 526855201

PROC 15354

PROJECT SH 866, Aurora-Glenwood, Part 1, S.H. 866

MAP(S) 8

PARCEL(S) 8

COUNTY Erie

TOWN/CITY Aurora

VILLAGE

THIS AGREEMENT, made this _____ day of _____, between
X X X**Aurora Town Public Library**
575 Oakwood Ave.
East Aurora, NY 14052hereinafter referred to as "Claimant," and the **COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK**, hereinafter referred to as "the State,"

WITNESSETH:

WHEREAS, pursuant to statute, the State is appropriating or has appropriated, for the purpose of the above identified project, certain property shown and described on the above designated map(s), and

WHEREAS, the Claimant represents that Claimant is or was at the time of said appropriation the owner of the property affected by said appropriation or of some right, title, or interest therein, and

WHEREAS, the value of the property appropriated and legal damages caused by said appropriation, as set forth in paragraph numbered 1 below, cannot be agreed upon, and

WHEREAS, the State is willing to pay an amount equal to the amount determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by said appropriation, as so set forth in paragraph numbered 1 below, on the terms and conditions hereinafter stated,

NOW, THEREFORE, it is understood and agreed by and between the parties as follows:

1. The State will pay to the Claimant the sum of **Seventy and 00/100 Dollars (\$70.00)**, the amount hereby determined by the Commissioner of Transportation to be the value of all claims for the property appropriated and legal damages caused by such appropriation, including all damages incurred by virtue and during the pendency of said appropriation proceedings, and including all damages to the remainder of said affected property, if any, of which the appropriated area formed a part, whether caused by said appropriation or by the use of said appropriated property, excepting the aggregate value, if any, of claims hereinafter specifically excluded.
2. The Claimant agrees, as a prerequisite to such advance payment, to execute and deliver, or cause to be executed and delivered, to the Attorney General, all title papers or other papers reasonably necessary to effect a valid transfer of title, authorize payment, and secure to the State a full release of all claims (other than the claim of Claimant) existing by reason of the aforementioned appropriation, including such claims existing by reason of any estate or interest in the streams, lakes, drainage and irrigation ditches or channels, streets, roads, highways, or public or private rights of way, if any, adjacent to or abutting the above-mentioned property required for the purposes of said project. The State will identify such title papers or other papers reasonably necessary, upon written request for this information by Claimant.
3. Payment is to be made hereunder only upon approval of this Agreement by the Comptroller of the State of New York or the Director of Office of Right of Way and upon certificate of the Attorney General of the State of New York as required by law.
4. This Agreement is exclusive of the claims, if any, of persons other than owners of the appropriated property, their tenants, mortgagees, and lienors, having any right or interest in any stream, lake, drainage and irrigation ditch or channel, street, road, highway, or public or private right of way, or the bed thereof, within the limits of the appropriated property or contiguous thereto.
5. This Agreement is exclusive of the rights, if any, of others by virtue of all oil and gas leases, mines, minerals, mineral ore, quarries and petroleum deposits.
6. This Agreement is also exclusive of claims, if any, (other than the claim of Claimant) for the value of or damage to easements and appurtenant facilities for the construction, operation, and maintenance of publicly owned or public service electric, telephone, telegraph, pipe, water, sewer, and railroad lines.

7. The Claimant hereby reserves the right to file a claim with the Court of Claims, or, if a claim has been filed, reserves the right to prosecute said claim, it being understood, however, that such reservation shall not extend or affect in any way the time limit for the filing of such claim as provided for in the Eminent Domain Procedure Law.

8. It is agreed that, if the Court of Claims finds the value of the property appropriated and legal damages caused by said appropriation as set forth in paragraph numbered 1 above is equal to or exceeds the advance payment made hereunder, the amount of such advance payment shall be deducted from the amount so found by the Court and the award of said Court shall be in the amount of the excess, if any, over and above said advance payment. It is also agreed that no interest shall be allowed in such award on the amount of such advance payment. In the event the amount so found by the Court is less than the amount of said advance payment, upon the filing in the office of the Clerk of the Court of Claims of a Certified copy of this Agreement together with Certification by the Comptroller of the State of New York of such payment and upon application made to the Court on at least eight days notice to Claimant, the Court shall direct the Clerk to enter judgment dismissing the claim and awarding to the State the difference between the awards as found by the Court and the amount of said advance payment with appropriate interest. It is further agreed that in any trial of a claim that may be filed by Claimant, neither the determination of the Commissioner of Transportation, as hereinabove set forth, nor any data, estimates, or appraisals made or prepared in support thereof, shall be evidence of the value of the claim or of the property affected by said claim.

9. Interest will be paid on the cash payment herein provided for according to the conditions in ROW 21-8, Interest Supplement to Agreement, attached and made a part hereof.

10. It is understood and agreed by and between the parties hereto that, pursuant to statute, if no claim is filed by Claimant in the Court of Claims within the statutory time limit set forth in the Eminent Domain Procedure Law, then, upon the expiration of that time, this Agreement for Advance Payment shall automatically become an Agreement of Adjustment in full and complete settlement of all claims as referred to in Paragraph #1 hereof without further ratification, approval, or consent by Claimant and Claimant shall be deemed to have released Claimant's claim against the State without further acquittance, receipt, or satisfaction therefor in consideration of the payment made hereunder.

11. This Agreement is exclusive of claims, if any, for payment of allowable moving expenses of owners, occupants, or tenants of residential and commercial property and is also exclusive of any claims of Claimant for pro-rata payment of all real property taxes, water and sewer rents, levies or charges paid or payable to a taxing entity as provided for by the above designated statute.

12. It is understood and agreed by and between the parties hereto that any temporary occupancy beyond N/A months from the date of vesting by the State of New York will result in an additional payment at a rate of \$N/A per month, until the State files a certificate of termination of the temporary easement or the current property owner divests itself of its interest in the property, whichever is earlier. A final payment for this temporary occupancy will be made upon the termination of the temporary easement pursuant to Highway Law Section 30(20) by the filing of the Certificate of Termination. THIS AGREEMENT shall inure to the benefit of and bind the distributees, legal representatives, successors, and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Claimant:

Aurora Town Public Library

BY: X

ITS: X

STATE OF NEW YORK
COUNTY OF _____) ss.:

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

X
(Notary Public)

COMMISSIONER OF TRANSPORTATION
FOR THE PEOPLE OF THE STATE OF NEW YORK

APPROVED:

By: _____
(for the State Comptroller)

By: _____
(Director of Office of Right of Way)

Land Contract
No. _____

SUPERVISOR
CHARLES D. SNYDER
(716) 652-7590
supervisor@townofaurora.com



WS-5 5A

(716) 652-3280
townclerk@townofaurora.com

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

MEMO

TO: Aurora Town Board
FROM: Kathleen Moffat
RE: Addition to Payroll Software Purchase: Employee Self Service (ESS)
DATE: 2/12/24

In addition to Payroll, Edmunds GovTech offer a separate software module, Employee Self Service (ESS), that gives employees access to a portal that allows them to keep their time, request time off, obtain copies of paystubs and W-2's, and change their address. Valerie and I attended a second demo to ensure we understand what the product does, and doesn't do, and we both agree it would be beneficial when processing payroll.

The time keeping segment is not a timeclock. Rather, it is an electronic version of a timesheet that totals the hours worked and gets submitted to a supervisor for approval. If it works as promised, it will alleviate some of the payroll workload, especially with the summer Recreation employees. If the ESS software does not meet our needs, we can terminate after the initial three-year term. It is important to note that we can use a hybrid approach in the event a department is not comfortable using the software. Paper timesheets will still be accepted.

The annual cost for this product is \$1,200 plus a one-time implementation cost of \$1,000.

We respectfully request approval for the Supervisor to sign the sales order for the Employee Self Service software with Edmunds GovTech.



Customer: Aurora Town

Customer Address: 575 Oakwood Ave
East Aurora, NY 14052

Customer County: Erie

Customer Admin Contact: Charles Snyder

Customer Admin Phone: (716) 652-7590

Customer Admin Email: supervisor@townofaurora.com

Sales Order

Order #: 00007493

Sales Order Date: January 18, 2024

Effective Date: Date of customer signature below

New/Add-On: Add-on Simple

Sales Rep: Shane Ireland

Investment Summary

Software Services - Subscription	\$1,200.00
Professional Services - Implementation	\$1,000.00
Year 1 Investment:	\$2,200.00

Summary Notes

One-time Implementation Fees: 50% will be due upon execution of the contract, 25% will be invoiced 60 days after the Effective Date and the remaining 25% will be invoiced upon the earlier of project acceptance or first production use.

Annual Subscription Fees: 100% will be invoiced upon execution of the contract for the first annual term. Thereafter, 100% of each subsequent annual fee will be invoiced annually, 60 days prior to the anniversary of the term date.

All invoices shall be paid within 30 days of the invoice date. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Software Services - Subscription	Amount
Employee Self-Service - 3 Year	\$1,200.00
Annual Fees:	\$1,200.00

Professional Services - Implementation	Amount
Employee Self-Service Implementation	\$1,000.00



Professional Services - Implementation

Amount

One-Time Fees:

\$1,000.00

Initial term of the Software Services are a 36 month subscription, commencing 90 days after the Effective Date.

Software Services - Subscription Notes

Thereafter, the Software Services subscription shall renew automatically for 12-month renewal terms unless written notice is provided by Customer at least 90 days prior to the expiration of the initial or then-current renewal Term. Fees may increase annually with renewal terms subject to the National Consumer Price Index (CPI) or four percent (4%) of prior year's fees.

Professional Services - Notes

Includes all standard implementations listed under "Professional Services - Implementation".

Professional Services - Notes

Includes all standard implementations listed under "Professional Services - Implementation".

Sales Order Notes



Please return executed Sales Orders via
DocuSign or Email to:
Edmunds GovTech, Inc.
Email: SalesOrders@EdmundsGovTech.com
P: 888.336.6999 | F: 609.645.3111
www.EdmundsGovTech.com
Sales Order #: 00007493

BY THE SIGNATURE BELOW, THE UNDERSIGNED CERTIFIES THAT S/HE IS AUTHORIZED TO OBLIGATE CUSTOMER AND EDMUNDS GOVTECH, AS APPLICABLE, AND ACKNOWLEDGES THAT THE SERVICES DESCRIBED IN THIS SALES ORDER ARE GOVERNED BY THE EXISTING LICENSE AGREEMENT BETWEEN CUSTOMER AND EDMUNDS GOVTECH, AS AMENDED HEREBY, WHICH ARE INCORPORATED BY THIS REFERENCE. IN WITNESS WHEREOF, INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE TO THE TERMS AND CONDITIONS OF THIS SALES ORDER AS OF THE DATE WRITTEN ABOVE.

EDMUNDS GOVTECH, INC.

Aurora Town

By: _____	Date: _____	By: _____	Date: _____
Shane Ireland Regional Sales Director		Charles Snyder Town Supervisor	



SUPERVISOR
CHARLES D. SNYDER
(716) 652-7590
supervisor@townofaurora.com



WSG

5B

:K
:K
80

townclerk@townofaurora.com

TOWN OF AURORA

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurora.com

MEMO

TO: Aurora Town Board
FROM: Kathleen Moffat
RE: New P-Card Program
DATE: 2/12/24

JP Morgan Chase Bank won the NY State Office of General Services Contract Award for Purchasing Card Services statewide. Our current p-card program through Chase started before they became the contractor for the award which means we are not eligible for the increased rebates offered through the state contract. Please consider enrolling in the new program.

Enrollment in the state contract program includes the following changes:

- The use of Visa cards. Since we currently have Master Cards, they will be discontinued, and new cards will be issued.
- Quarterly receipt of the rebate, vs. annually as is the case now.
- The rebate percentage will be based on the spend of all participants in NY State and currently stands at 2.26%. The Town is earning 1% in our current program.

I respectfully request approval for the Supervisor to sign the Participation Agreement with JP Morgan Chase Bank to enroll the Town in the new p-card program.

PARTICIPATION AGREEMENT

This Participation Agreement (the "Participation Agreement") is made and entered into as of _____, 2024 (the "Effective Date") by and between Town of Aurora ("Participant") and JPMorgan Chase Bank, N.A. or one or more of its Affiliates ("Bank").

In the event that any of the terms or conditions contained in this Participation Agreement are found to conflict with any of the terms or conditions contained in Contract # 69527 entered into between the State of New York and JPMorgan Chase Bank, N.A. pursuant to RFP #23217 for Purchasing, Travel and NET Card Services (the "Contract"), the terms and conditions of the Contract shall prevail, in accordance with the order of precedence set forth in Section 2.1 of the Contract.

WHEREAS, pursuant to that certain Master Commercial Card Agreement dated as of March 3, 2022 (the "Master Agreement") between State of New York (the "Client") and Bank, Bank has agreed to provide commercial card services to Client (the "Program") on the terms and conditions of the Master Agreement, attached hereto and incorporated herein as Attachment A; and

WHEREAS, Participant desires to participate in the Program, subject to the terms and conditions of the Master Agreement as amended, supplemented, restated, or replaced from time to time.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

- 1. Definitions.** Except as otherwise provided herein, all capitalized terms used herein and not otherwise defined and which are defined in the Master Agreement shall be used herein as so defined in the Master Agreement.
- 2. Mutual Obligations.** By their execution of this Participation Agreement, Participant and Bank hereby agree to be bound by all the terms and conditions of the Contract and the Master Agreement as may be amended, supplemented, restated, or replaced from time to time, attached hereto as Attachment A. All references to "Client" in the Master Agreement shall be deemed to constitute references to Participant hereunder.

Without limiting the generality of the foregoing, Participant further agrees that it shall be responsible only for Transactions and for fees, charges and other amounts due under the Master Agreement related to the use of Accounts or Cards of Participant pursuant to the Master Agreement and that Client shall not be liable for any such Transactions and for any such fees, charges and other amounts.

- 3. Information Sharing.** Participant acknowledges and agrees that Bank may share Participant's information with the Client to include, but not limited to, commercial card Program transaction spending volumes, average transaction size, purchase limit data and any other information deemed necessary by the Bank to facilitate the rebate incentives calculations based upon all participants' charge volume under the Master Agreement.
- 4. Notices.** Notwithstanding the provisions of the Master Agreement, all notices and other communications required or permitted to be given under this Participation Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the Party to which it is addressed. All notices may be sent to the Participant by ordinary mail, electronic transmission, through internet sites, or by such other means as the Participant and the Bank may agree upon from time to time, at the address of the Participant provided to the Bank. Unless otherwise arranged, all notices to the Bank must be sent to the Participant's relationship manager or program coordinator team managing the relationship or to any other address notified by the Bank to the Participant in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as the Participant and the Bank agree upon from time to time.
- 5. Miscellaneous.** This Participation Agreement shall be governed by and construed in accordance with the substantive laws of the State of New York, and as applicable, federal law. The headings, captions, and arrangements used in this Participation Agreement are for convenience only and shall not affect the interpretation of this Participation Agreement. This Participation Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same document, and each Party hereto may execute this Participation Agreement by signing any of such counterparts. Facsimile signatures shall have the same force and effect as the original.

REMAINDER OF PAGE INTENTIONALLY BLANK. SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have caused this Participation Agreement to be duly executed as of the Effective Date.

JPMORGAN CHASE BANK, N.A.

By _____
Name _____
Title _____

Participant Authorization: The undersigned is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing), as applicable, of Participant, authorized to bind Participant to enter into and to perform its obligations under this Participation Agreement. The undersigned certifies to Bank that the governing body of Participant is duly organized, validly existing, and authorized by all necessary organizational action with full power and legal authority to execute and perform its obligations under this Master Agreement. Participant shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

PARTICIPANT

By _____
Name Charles D Snyder
Title Town Supervisor

Note: The legal name of any member, managing member or general partner who is signing but is not an individual person must appear in the signature block.

Participant Attestation: The undersigned officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Participant, hereby certifies that the individual signing above on behalf of Participant has been duly authorized to bind Participant and to enter into and perform its obligations under this Participation Agreement and that the person signing above on behalf of Participant, whose execution of this Participation Agreement was witnessed by the undersigned, is an officer, member, manager, director, managing partner, or general partner (or person authorized to represent the foregoing) of Participant possessing authority to execute this Participation Agreement. Participant shall provide to Bank immediately upon demand conclusive evidence of the authorizations described above.

By _____
Name Martha L Librock
Title Town Clerk

Note: The person signing the attestation shall be someone different from the person signing above on behalf of Participant.

Town of Aurora Social Media Policy

1.0. Objective

In consideration of the preferred method by which many residents communicate and obtain information online, the Town of Aurora (the "Town") wishes to use social media technologies:

- (1) to encourage residents to engage more actively in town government;
- (2) to make the Town's government more open and transparent; and,
- (3) to convey Town-related information to its residents, employees, and visitors.

2.0. Purpose

The purpose of this Social Media Policy (the "Policy") is to establish enforceable rules and guidelines for the creation and use by the Town of social media on Town-operated social media pages. The Town is also interested in strategically posting information on its social media sites and protecting the content attributed to the Town.

3.0. General Policy

- 3.1. The Town's official website (<http://www.townofaurora.com>) remains the Town's primary and predominant internet presence.
- 3.2. The Town has one primary official social media page for each social media service or application that it maintains, which is clearly labelled as "Town of Aurora, NY." The Town Board authorizes other social media pages for specific departments in Appendix A to this Policy, which the Town Board may amend from time to time. The Town's elected officials, employees, and appointees shall not create any other Town social media page unless the Town Board amends Appendix A to this Social Media Policy in writing.
- 3.3. The Town will have and actively maintain a social media presence on the following social media platforms:
 - 3.3.1. Facebook
 - 3.3.2. Instagram
 - 3.3.3. YouTube
- 3.4. No other social media platforms are authorized.
- 3.5. The Town will use social media as consistently as possible.
- 3.6. All Town social media pages and persons posting content are subject to all federal and New York State laws and regulations, including New York State retention requirements including, but not limited to, the Freedom of Information Law (FOIL), Open Meetings Law, Open Public Records Act, Public Officers Law, and information security policies of the Town.
- 3.7. All Town social media pages must, when technically possible:
 - 3.7.1. Clearly state that the Town complies with this Social Media Policy and display or hyperlink to this Social Media Policy;
 - 3.7.2. Link to the official Town website, including for forms, documents, online services, and other relevant information;
- 3.8. Town social media pages may contain content including, but not limited to, advertisements or hyperlinks over which the Town has no control. The Town does not

endorse any hyperlink or advertisement placed on the Town's social media pages by the social media page's owners, vendors, or partners.

3.9. The Town Board may amend this Social Media Policy at any time.

4.0. Social Media Page Administration

- 4.1. The Town Board shall appoint two or three social media administrators per social media page ("Administrators") to manage and post on the official Town-approved social media pages. Any elected official or Town employee may be appointed as an Administrator. All approved social media administrators are listed in Appendix A.
- 4.2. Administrators will have administrative access to all aspects of the Town's social media pages to which they are assigned.
- 4.3. The Supervisor, Town Clerk, Councilmembers, Department Heads, Town Attorney, and Administrators may initiate any posting on a Town social media page to which they have access by providing the content to an Administrator.
- 4.4. Any Administrator may post content for publication on the social media page to which they have been assigned in Appendix A provided that the Administrator has signed the Social Media Compliance Form as per the form in Appendix B.
- 4.5. The Supervisor and 1 Councilmember (or 2 Councilmembers, or the Town Attorney and Supervisor) may at any time request that content be edited or removed from a social media page for any reason, after which the content may only be posted if approved by the Town Board at a regularly scheduled meeting of the Town Board.
- 4.6. Notwithstanding the above, any Town employee may post videos of Town Board or other committee meetings to the Town's official YouTube channel.

5.0. Content Guidelines

- 5.1. The content of posts should be limited to the following:
 - 5.1.1. To disseminate information during emergency situations.
 - E.g., "Knox Road is closed near Gypsy Lane due to a water main break. Please take an alternate route."
 - 5.1.2. To promote a Town-sponsored event;
 - E.g., "Tonight the Town Board will be holding a public hearing to discuss Item X. 6:30 pm at the Aurora Municipal Center on 575 Oakwood Ave."
 - E.g., "Sign up now until Jan. 31 for bowling classes! Ages 4-8. \$10 for residents, \$20 for non-residents."
 - 5.1.3. To inform residents and visitors about a community event that is happening in the Town of Aurora for the purposes of ensuring safety;
 - E.g., "Main Street will be closed this weekend for EA Music Fest. Please stay safe."
 - 5.1.4. To announce video livestreams:
 - E.g., "The Town of Aurora Board is meeting tonight. You can watch on Youtube at *link*."
 - 5.1.5. To announce job openings with the Town:

- E.g., “The Town of Aurora Highway Department is hiring an MEO! If interested, please apply here: *link*.”
- 5.1.6. To announce new Town employees:
- E.g., “Jane Doe has started as our new Assistant Code Enforcement officer today. Jane has lived in the Town of Aurora for 75 years, is a graduate of the University of East Aurora, and worked for the West Falls Water Authority for 10 years. Welcome Jane!”
- 5.1.7. To announce budget information:
- E.g., “The Town of Aurora Preliminary Budget is now available online.”
- 5.1.8. To announce new policies, adopted laws, and other initiatives of the Town.
- E.g., “The Town of Aurora is now offering reduced lunches to Senior Citizens at the Senior Center on Tuesdays at 12:00 pm. No registration is necessary.”
- 5.1.9. To provide safety information:
- E.g., “Remember that Rte. 240 in West Falls has a speed limit of 30 m.p.h. Please adhere to this limit!
- 5.1.10. To market Town and other community-oriented programs:
- E.g., “Hamlin Park Day Camp signups starts next week. Don’t forget!”
- 5.1.11. To provide updates on Town services:
- E.g., “Our first shift is heading out to plow the roads. Track our trucks via GPS using this link: *link*. Stay safe!”
 - E.g., “Remember that garbage pickup all this week is delayed one day due to the holiday.”
- 5.1.12. To provide informational posts on historical events in the Town of Aurora, e.g.:
- “100 years ago this month, the Millard Fillmore Theatre, which was located just east of where the Aurora Theatre is located today.”
- 5.1.13. To post dog control information, e.g.:
- “We found this dog this morning on Mill Rd. Please let us know if you have any information about the owner.”
- 5.2. Postings may not contain any personal information, except for the names of employees who have recently been hired (all positions) and employees in the following positions whose job duties include being available for contact by the public: Assessor, Assistant Code Enforcement Officer FT, Assistant Code Officer PT, Building and Zoning Clerk, Clerk to Town Justice, Code Enforcement Officer, Deputy Town Clerk, Director of Recreation, Director of Recreation II, Dog Control Officer, Dog Control Officer RPT, Highway Maintenance Clerk, Receiver of Taxes, Recreation Leader (Senior Citizens), Recreation Specialist, Recreation Supervisor, Secretary to Zoning and Planning Boards, Town Clerk, and Town Historian.
- 5.3. Administrators shall not post any information that does not pertain to Town-sponsored or Town-endorsed services, programs, news and events.
- 5.4. Town social media page posts and comments containing any of the following are strictly prohibited:

- 5.4.1. Comments not related to the post or article;
 - 5.4.2. Comments in support or opposition to political campaigns or ballot measures;
 - 5.4.3. Profane language or content;
 - 5.4.4. Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, gender identity, or sexual orientation;
 - 5.4.5. Sexual content or links to sexual content;
 - 5.4.6. Solicitations of commerce;
 - 5.4.7. Conduct or encouragement of illegal activity;
 - 5.4.8. Confidential or Town personnel matters;
 - 5.4.9. Information that may compromise the safety or security of the public or public systems;
 - 5.4.10. Content that violates the legal ownership interest of any other party;
 - 5.4.11. Defamatory attacks;
 - 5.4.12. Threats to any person or organization;
 - 5.4.13. Private contact information;
 - 5.4.14. Spamming or repetitive content;
 - 5.4.15. Content that incites violence;
 - 5.4.16. Comments unrelated to the particular post being commented on;
 - 5.4.17. Comments containing vulgar, offensive, threatening, or harassing language, personal attacks, or unsupported accusations;
- 5.5. The Town may restrict or remove any content or comments that is deemed in violation of this Social Media Policy or any applicable law.
- 5.6. Any Administrator may remove any content or comments that are prohibited based on this Social Media Policy. That Administrator must first screenshot the comment that is being deleted (or hidden) and send the screenshot to all codered@townofaurora.com other Administrators with a description of the reason why the comment was removed, the date and time it was removed, and the identity of the poster, when available. Administrators-Codered@townofaurora.com is a shared email that sends to the supervisor, councilmembers, and to an administrator@townofaurora.com email address that will store the message in case it is needed in the future, shall keep records of all such communications by storing the communication on the Town server or in a separate folder in their Town server Inbox.
- 5.7. Comments posted by a member of the public on a Town social media page are the opinion of the commentor only.
- 5.8. Any attempts to hack or otherwise compromise the Town's social media pages will be reported to law enforcement.
- 5.9. The Town reserves the right to deny access to Town social media pages for any individual who violates this Social Media Policy at any time without prior notice.
- ~~5.9.5.10.~~ 5.10. The Town will post this Social Media Policy on its website.
- ~~5.10.5.11.~~ 5.11. The following must be posted on all Town social media pages: "By visiting this site, you understand and agree that the Town of Aurora's social media pages are

provided "AS IS." The Town of Aurora makes every effort to provide accurate and complete information on this website. The information contained on this website is not official or in any way shall it be deemed to be legal notice where such legal notice is required by law. The information contained in this site is provided as a convenience to people needing information about the Town of Aurora's local government. Portions of the information on this site may be incorrect or not current. The Town of Aurora government, its officers, employees, and agents are not liable for damages or losses of any kind arising out of or in connection with the use or performance of information including, but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of any such information, or damages incurred from the viewing, distributing, or copying of these materials."

Appendix A: List of Approved Town Social Media Pages and Administrators

Page	Platform	Administrators
Town of Aurora, NY	Facebook	Joseph McCann, Charles Snyder, Luke Wochensky
Town of Aurora, NY	Instagram	Joseph McCann, Charles Snyder, Luke Wochensky
Town of Aurora, NY	YouTube	Elizabeth Wilbur, Luke Wochensky
Town of Aurora Highway Department	Facebook	Elizabeth Deveso, David Gunner
Town of Aurora Dog Control	Facebook	Elizabeth Deveso, David Gunner
Town of Aurora Recreation Department	Facebook	Christopher Musshafen, Meaghan Tent
Town of Aurora Historian	Facebook	Robert Goller, Charles Snyder
Town of Aurora Historian	Instagram	Robert Goller, Charles Snyder
Climate Smart Community Task Force	Facebook/Instagram	Luke Wochensky, Joseph McCann, Charles Snyder

The Town Supervisor must have administrative access to all social media pages.

Appendix B: Social Media Administrator Acknowledgement

(See attached.)

Town of Aurora

Social Media Administrator Acknowledgement

1. I am an employee and/or elected official of the Town of Aurora (the "Town").
2. I have been appointed as an Administrator to the following Town's Social Media pages:

3. I have read and understood the Town's Social Media Policy and I hereby agree to comply with its terms at all times.
4. I understand that my failure to abide by the terms of the Town's policy may result in the revocation of my Administrator access privileges, and, if I am a non-elected employee of the Town, may result in disciplinary action against me up to and including termination of my employment.

Name (printed): _____

Signature: _____

Title: _____ Date: _____

Application # _____

WS-8

5D

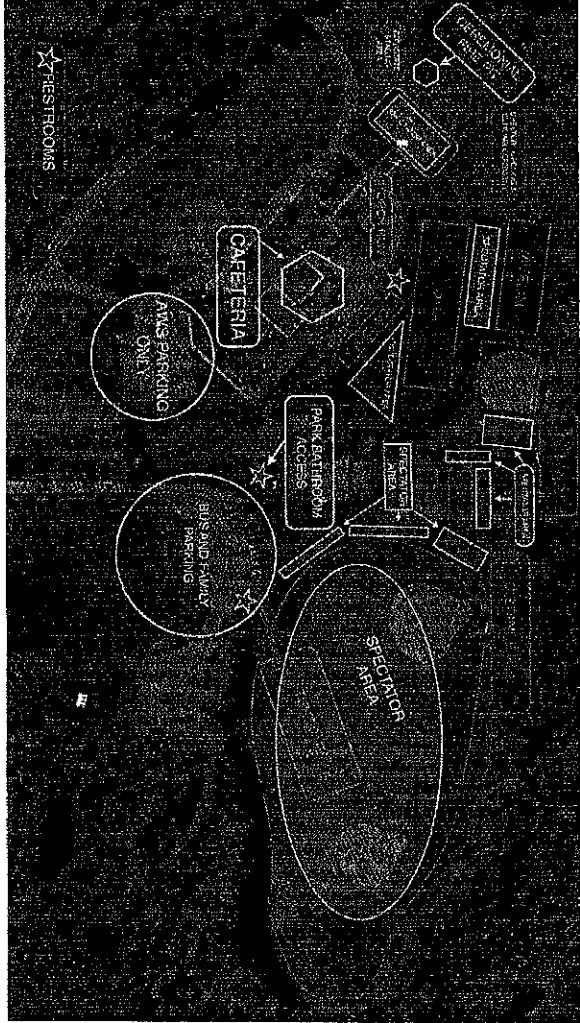
Application for Temporary Use Permit

Town of Aurora Parks

Submit applications to:
Town of Aurora Recreation Department
575 Oakwood Ave
East Aurora, NY 14052
Telephone (716) 652-8866 Fax: (716) 652-5646

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

1. Name of Organization: Aurora Waldorf School
2. Individual Responsible for this request: Angel Lehner
3. Address: 525 West Falls Road
West Falls, NY 14170
4. Telephone number: 716-655-2029
5. Fax: 716-655-3265
6. Email Address: accounts@auroraws.org
7. Date(s) of event June 17, 18, 20, 21
8. Hours of use including set up/take down: Start 8:30am am/pm End 3:30pm am/pm
9. Description of the event or use:
AWS summer program for current students in conjunction with Earth Spirit
10. Specific area(s) requested, map attached
 JP Nicely West Falls Park
 Warren Drive Park
 Majors Park
 Community Pool Park
11. Specific equipment to be brought in to park (porta johns, tents, etc.) _____
will be using park bathrooms and community room for inclement weather
12. Need: Water _____ Electric _____
13. Estimated attendance: 24 children / 4 adults
14. Will food or drinks be served? n/a If yes, describe: Children will bring their own lunch



**AURORA
WALCOTT
SCHOOL**

525 West Yuba Road, West Yuba, NY 14179
 716-665-5079 • awal@aurorawalcottschool.org
 Olympic Course Map



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Arthur J. Gallagher Risk Management Services, LLC 285 Delaware Avenue, Suite 4000 Buffalo NY 14202	CONTACT NAME: Client Service Team	
	PHONE (A/C No. Ext): 800-716-8314	FAX (A/C No.): 855-595-4605
E-MAIL ADDRESS: GGB.BU2.CL.Srv@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Citizens Insurance Company of America		31534
INSURER B: Hanover Insurance Company		22292
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 309331016 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> School Legal Lia GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y Y	ZBS9214378	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POF AGG \$ \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		ZRS9214378	9/1/2023	9/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHS9291996	9/1/2023	9/1/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WHS9224782	8/1/2023	8/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Aurora is included as an additional insured under the general liability if required by written contract. Waiver of subrogation applies in favor of Town of Aurora under the general liability if required by written contract.

CERTIFICATE HOLDER Town of Aurora 575 Oakwood Ave East Aurora NY 14052	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.