

WS-1

EBC

PAYROLL • HR SERVICES

Human Capital Management Services

Proposal prepared for
Town of Aurora



301 Ohio Street, Suite 250 • Buffalo, NY 14204 • 716.674.7900 • www.ebcinc.net
331 Audubon Parkway • Amherst, NY 14228 • 716.689.0511 • www.cspayroll.com
110 Allens Creek Road • Rochester, NY 14618

Executive Summary

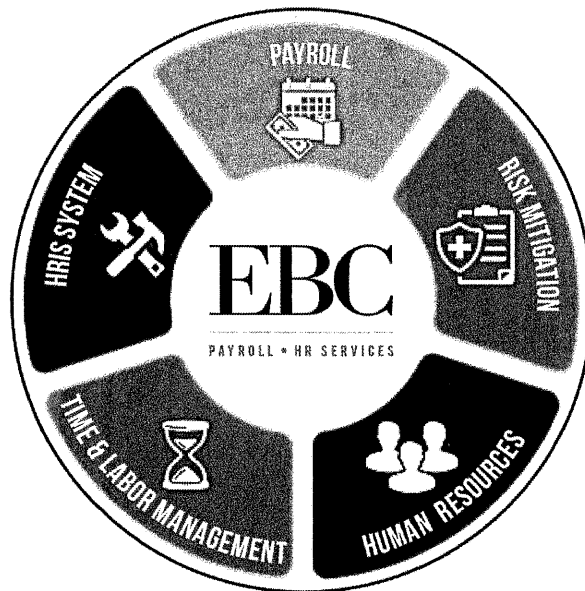
About EBC

Maintaining the myriad aspects of payroll and HR management can be a challenge for any company. Our mission at EBC is to assist organizations to maximize their investment in their human capital, contain costs, minimize employer-related risk, and relieve the administrative burden of activities related to human capital. Our highly accomplished team covers the spectrum of HR disciplines, employee benefits, and payroll. We come from a variety of business backgrounds and consistently strive to remain ahead of industry trends to ensure we can effectively address even the most unique or complex set of needs.

Our Value Proposition

At EBC, we pride ourselves not only on our ability to offer innovative solutions to meet our client's needs, but also on our timely, personalized service. EBC has a reputation for excellence in the products and services we offer. We provide a full range of services including payroll, HR, HRIS solutions, safety, and time and labor management.

We are dedicated to providing creative, practical and relevant human resources services and solutions to organizations, leaders, and employees. The end goal is to make organizations and individuals more successful. Our consultants are available as either your complete HR department or as a trusted resource for you or your staff to call upon to answer employment-related questions.



Human Resource Management

Human resources are a vital aspect of any organization and we know that HR personnel can become inundated by laws and regulations as they work to establish HR policies and procedures. EBC is dedicated to offering solutions for your organization's human resources challenges. As a company that prides itself on intellectual capital and innovation, we can assist not only in solving problems on the spot, but define issues and create processes to avoid future recurrences. Our philosophy is to provide a comprehensive, wide range of services to all our clients. We offer various levels of service to fit your company's needs. As part of our service, an HR Advisor will conduct an HR Audit to establish a baseline for your current HR function and make recommendations for best practices.

Onsite HR Services

With our HR Program, your company can virtually outsource its HR department. We are committed to compliance to help your business stay current on important annual requirements, as well as ever-changing legal updates. In addition, our experienced and certified HR Professionals will assess current HR practices and work with you to address your business-specific questions and needs including:

HR Assessment: An HR Advisor will conduct an internal assessment of your current HR practices to identify potential non-compliance and determine where correction is needed. The assessment will include topics such as, recruitment strategies, job descriptions, employee trainings, performance appraisals, employee exemption status, benefits, and termination procedures.

Compliance Documentation: We will provide you with updated employment law postings (up to ten (10) employment posters per year), as well as reminders about year-end and other important compliance deadlines. If you would like to purchase additional employment posters, you may purchase through EBC at a discounted rate.

Document Customization: Our HR advisors will create and/or customize your HR documents, and review for potential compliance concerns.

Onsite Safety Services: Available upon request

Employee Termination Assistance: We will assist with making recommendations for proper termination procedures.

FLSA Compliance: We will review all wage and hour related topics and internal procedures

ThinkHR Support Center: ThinkHR Live, provides you a team of HR experts standing by to answer your questions or provide advice. You also have access to ThinkHR Comply, an online resource center for all your workforce questions and issues, and to ThinkHR Learn, an online training platform to develop employees and help ensure compliance.

Sexual Harassment Compliance: Our team will ensure your written sexual harassment policy is in compliance with NYS law. We can also conduct the required annual harassment prevention training for all employees. In the event of an employee complaint, our team will work with your management team to investigate the complaint and develop a strategy for implementing corrective action where appropriate.

Periodic Newsletter: The newsletter will provide alerts and updates to help you stay current.

Employee Handbook: The employee handbook is a valuable tool management can use to communicate the company's values, background, policies, procedures, and benefits to employees. It is also a way to protect the company against claims. We will work with your team to create an employee handbook that is customized to the specific needs and philosophies of your management team and employees. In any year we work on the employee handbook as a project, this will be considered one of your two major projects.

On-Boarding and Counseling: Information and tools to support your recruiting, retention and termination specific to the needs of your company. We can assist the leadership team in the evaluation of employees and with sensitive corrective actions and/or terminations.

Employee Trainings: We can deliver ongoing management HR workshops to develop and grow managers. Training topics may include examples such as:

- *Sexual Harassment (Including Other Forms of Harassment)*- In this course, participants will learn the implications of the law for their organization, evaluate their organization's policies and procedures and apply their learning through case study.
- *Supervisor Fundamentals*- This program will introduce participants to fundamental elements of supervision and address universal challenges facing new supervisors including motivation, discipline, delegation and conflict management. Through participative classroom discussion, case study, role play and self-assessment activities, participants will apply the concepts and practice critical supervisory techniques.
- *Customer Service Skills*- Participants will learn the basic principles in providing outstanding customer service. They will identify internal and external customers and their needs, deal effectively with multi-cultural customers, and effectively handle customer complaints and how to turn an angry customer into a repeat customer.

Audit of HR Benefits Compliance: Review your benefit offerings and documentation as it pertains to Health Care Reform, as well as employee retention strategies

Audit of Employee Files: Review of employee files to determine the preferred method of storage for various employee documents. Recommendations on retention and updates to files.

Guidance and support from our HR advisors on major projects annually, such as: Total Compensation Strategy; Performance Review Workshop; Job Description Workshop; Employee Handbook; Hiring Practices Workshop; Audit Readiness; Review classifications of employees

HR Consulting: Ongoing Consulting Support- A team of professionals to discuss your day-to-day human resource challenges. We will develop a partnership with the management team to develop HR skills and knowledge in order to improve the HR policies, procedures, and overall culture.

Employee Handbook

The employee handbook is a valuable tool management can use to communicate the company's values, background, policies, procedures, and benefits to employees. It is also a way to protect the company against claims. We will work with your team to create an employee handbook that is customized to the specific needs and philosophies of your management team and employees.

In-office Meeting to review current policies and practices:

At this meeting, we would discuss current policies and practices at the company, as well as new policies you would like to document. We will work from an outline to discuss topics to be included in the handbook.

Write draft document and review with relevant parties:

We will partner with you to develop the handbook and consider how your policies will shape your company culture.

Present a final draft and assist you in developing a plan for rollout:

Whether you prefer to distribute your employee handbook via electronic means or paper, we can assist with the rollout to your employees.

SUPERVISOR
James J. Bach
(716) 652-7590
jbach@townofaurora.com



WS-2

5C-1

5C-2

TOWN CLERK
Martha L. Librock
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA
Southside Municipal Center
300 Glead Avenue, East Aurora, NY 14052
www.townofaurora.com

To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: September 10, 2020

Re: Change Order and Payment Approval – Kiercom

- 1) Please consider approval of Change Order No. 2 for Kiercom Communications Inc. in the amount of \$200 to reroute cabling and install in cabinetry at the Aurora Municipal Center.

- 2) Please consider approval for payment to Kiercom Communications Inc., for the Town portion of the cabling contract at the Aurora Municipal Center, including change orders no. 1 and no. 2 for a total of \$9,740.00.

SUPERVISOR
James J. Bach
(716) 652-7590
jbach@townofaurora.com



WS-3

6A

TOWN CLERK
Martha L. Librock
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA
Southside Municipal Center
300 Glead Avenue, East Aurora, NY 14052
www.townofaurora.com

To: Aurora Town Board
From: Martha Librock, Town Clerk
Date: September 10, 2020
Re: Change Orders – Aurora Municipal Center

The change orders to be considered at the September 14, 2020 Town Board Meeting are as follow:

Greater Niagara Mechanical Contract

No. 1 – Provide MERV 13 filters for all rooftop units. \$1,713.00

Mollenberg-Betz Contract

No. 5 – Extend existing fire sprinkler drain on south façade due to new cladding. \$1,130.00

Industrial Power and Lighting Contract

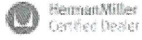
No. 14 – Replace 3 recessed light fixtures in Senior Center entrance canopy. \$1,370.95

Telco Construction Contract

No. 26 – Add door operator to door 119B (inner vestibule). \$6,029.00

No. 27 – Replace soffit on Senior Center entrance canopy. \$1,340.00

No. 28 – Additional work and material for parking lot expansion due to excessive amount of topsoil on the property. \$23,416.00



Proposal

3901 Genesee Street
 Suite 800
 Buffalo, NY 14225
 Phone: 716-633-5600
 www.millingtonlockwood.com

NU

WS-4 6B

Customer PO No	
Customer Account	AURORATOWN
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	1 of 3

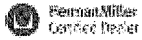
T
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Town of Aurora
 300 Glead Avenue
 East Aurora, NY 14052

ATTN: Martha Librock
 Phone: 716-652-3280
 Email: mlibrock@townofaurora.com

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O
Town of Aurora
 575 Oakwood Avenue
 East Aurora, NY 14052

ATTN: Martha Librock
 Phone: 716-652-3280
 Email: mlibrock@townofaurora.com

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	20.00 Each	5213.UP-----G5-B--AC-FABRIC--FG3-BEELINE EPU-PORTOBELLO Freelance, Four-Leg Chair, Upholstered Seat & Back, Armless ~:No Heavy Duty Upgrade ~:No Seat Foam Upgrade ~:No Ballastic Nylon Option G5:Standard Multi-Surface Glide B:Black Frame ~:No Bookrack Upgrade AC:Fully Assembled in a Carton FABRIC:Fabric Grade Selections ~:No Selection FG3:Fabric Grade 3 BEELINE EPU:Beeline EPU Standard Color Selection PORTOBELLO:Beeline EPU Portobello	158.40	3,168.00
2	80.00 Each	5214.UP-----G5-B-AC3--AC-FABRIC--FG3-BEELINE EPU-LAKE Freelance, Four-Leg Chair, Upholstered Seat & Back, Arms ~:No Heavy Duty Upgrade ~:No Seat Foam Upgrade ~:No Ballastic Nylon Option G5:Standard Multi-Surface Glide B:Black Frame AC3:Black Arms ~:No Bookrack Upgrade AC:Fully Assembled in a Carton FABRIC:Fabric Grade Selections	179.28	14,342.40



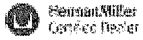
Proposal

3901 Genesee Street
 Suite 800
 Buffalo, NY 14225
 Phone: 716-633-5600
www.millingtonlockwood.com

Quote/Order No	36882
Date	08/24/2020
Customer PO No	
Customer Account	AURORATOWN
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	2 of 3

		~:No Selection FG3:Fabric Grade 3 BEELINE EPU:Beeline EPU Standard Color Selection LAKE:Beeline EPU Lake		
3	10.00 Each	6422Y.A112--FABRIC--FG1-VENICE-MILESTONE-E3--C21-- Prava, Midback, Enhanced Synchro Cntrl, A112 Arm FABRIC:Fabric Grade Selections ~:No Selection FG1:Fabric Grade 1 VENICE:Venice Standard Color Selection MILESTONE:Venice Milestone E3:Seat Depth Adjustment Upgrade ~:Std Black Nylon C21:Standard Carpet Casters ~:Std Packaging	358.55	3,585.50
4	1.00 Each	Inside Delivery-- SitOnIt inside delivery 20% of sale allowable per NYS Contract :\$21,095.80 x .20 = \$4,219.16	2,500.00	2,500.00
5	20.00 Each	5213.GG2 Freelance Multipurpose, Ganging Bracket, Armless (validate w/ price book)	16.92	338.40
6	80.00 Each	5214.GA2 Freelance Multipurpose, Ganging Bracket, w/ Arms (validate w/ price book)	16.92	1,353.60

TOTAL: \$25,287.90
 EXEMPT_SALES \$0.00
GRAND TOTAL: \$25,287.90



Proposal

3901 Genesee Street
 Suite 800
 Buffalo, NY 14225
 Phone: 716-633-5600
www.millingtonlockwood.com

Quote/Order No	36882
Date	08/24/2020
Customer PO No	
Customer Account	AURORATOWN
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	3 of 3

GENERAL TERMS & CONDITIONS

1. All goods sold hereunder are of special manufacturer, design or order, and are not subject to cancellation or return.
2. When delivery is postponed/delayed by the purchaser the product will be stored for 30 days. After 30 days, storage will be charged to the Purchaser. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment.
3. Installation, unless otherwise stated, assumes the following conditions: Non-union labor, normal working hours (no over-time), elevator access directly into staging/installing area, site free and clear of conflicting trades, use of elevators during off-loading and trash removal, loading dock availability. *Hardwiring of electrical is not included and must be supplied by licensed electrician.* Installation includes trash removal and final walk-through/punch list sign off.
4. The Signatory acknowledges receipt of a copy of this contract and acceptance of the terms herein.

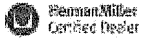
Signed _____

Company _____

Printed Name _____

Title _____

Date _____



Proposal

3901 Genesee Street
 Suite 800
 Buffalo, NY 14225
 Phone: 716-633-5600
 www.millingtonlockwood.com

Quote/Order No	36916
Date	08/26/2020
Customer PO No	
Customer Account	AURORATOWN
Salesperson	Fred Torrico
Project Number	
Terms	NET 15 DAYS
Page	1 of 2

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Town of Aurora
 300 Gleed Avenue
 East Aurora, NY 14052

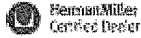
 ATTN: Martha Librock
 Phone: 716-652-3280
 Email: mlibrock@townofaurora.com

S
H
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O
Town of Aurora
 575 Oakwood Avenue
 East Aurora, NY 14052

 ATTN: Martha Librock
 Phone: 716-652-3280
 Email: mlibrock@townofaurora.com

Line	Quantity	Catalog Number/Description	Unit Price	Extended Amount
1	10.00 Each	PLT2472--ES Rectangular top, 24"D x 72"W ES:LAM- Espresso	131.10	1,311.00
2	20.00 Each	PLTLEG24 T-Leg, 24"dia Table Leg	101.72	2,034.40
3	20.00 Each	PLTCS Locking Casters (Set of 2)	17.98	359.60
4	10.00 Each	PLT60MS 60" Stiffener	18.42	184.20

TOTAL: \$3,889.20
 EXEMPT_SALES \$0.00
GRAND TOTAL: \$3,889.20



Proposal

3901 Genesee Street
Suite 800
Buffalo, NY 14225
Phone: 716-633-5600
www.millingtonlockwood.com

Quote/Order No	36916
Date	08/26/2020
Customer PO No	
Customer Account	AURORATOWN
Salesperson	Fred Torrico
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Terms	NET 15 DAYS
Page	2 of 2

GENERAL TERMS & CONDITIONS

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2. When delivery is postponed/delayed by the purchaser the product will be stored for 30 days. After 30 days, storage will be charged to the Purchaser. Transfer to storage will be deemed delivery for all purposes, including invoicing and payment.
3. Installation, unless otherwise stated, assumes the following conditions: Non-union labor, normal working hours (no over-time), elevator access directly into staging/installing area, site free and clear of conflicting trades, use of elevators during off-loading and trash removal, loading dock availability. *Hardwiring of electrical is not included and must be supplied by licensed electrician.* Installation includes trash removal and final walk-through/punch list sign off.
4. The Signatory acknowledges receipt of a copy of this contract and acceptance of the terms herein.

Signed _____

Company _____

Printed Name _____

Title _____

Date _____

2020 TOWN OF AURORA PARKS

WS-6

GD

AFTERSCHOOL CAMP

Come join us at Hamlin Park for fun after school activities. This program designed for grades K - 4. We will meet for two hours to do activities such as: outdoor games, arts & crafts, board games, playground fun and if needed, homework time. Busing from Parkdale upon dismissal will be provided. We will be following all CDC Guidelines.

GRADES: Girls and Boys - Grades K - 4

WHERE: Hamlin Park - Drop off/ Pick up at recreation building

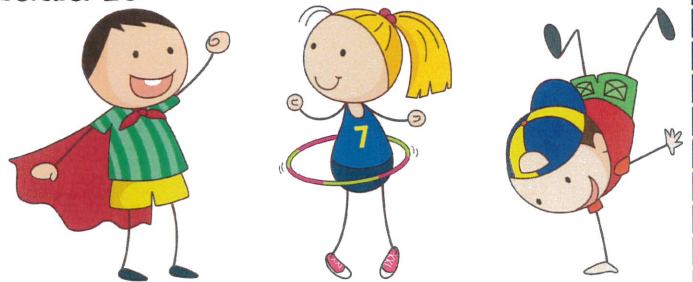
WHEN: Tuesday & Thursday's - September 29 - October 29

TIME: 3:30-5:30 p.m.

SUPERVISOR: Elaine Schiltz

COST: \$60.00 resident
\$70.00 nonresident

NO REFUNDS



REGISTRATION: REGISTER ONLINE at www.aurorarec.com
Mail or deliver registration form and fee payable to:
Town of Aurora Parks & Recreation, 300 Glead Ave, E. Aurora, NY 14052
Registrations are limited to 15 students

TOWN OF AURORA PARKS & RECREATION 2020 Afterschool Camp

NAME _____ AGE _____ DOB ____/____/____
First Last

ADDRESS _____ M or F
Street Town Zip

HOME PHONE _____ EMERG. PHONE _____ CONTACT PERSON _____

PARENTS' NAMES _____ DOB ____/____/____ CELL PHONE _____

PARENTS' E-MAIL ADDRESS _____

MEDICAL OR DEVELOPMENTAL INFO WE SHOULD BE AWARE OF: _____

RELEASE: I HEREBY RELEASE THE TOWN OF AURORA AND EMPLOYEES AND/OR VOLUNTEERS AND STAFF FROM ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THIS ACTIVITY.

DATE _____ SIGNATURE _____

PARENT/GUARDIAN

Resident \$60.00 Nonresident \$70.00 AFTSCHOOL20

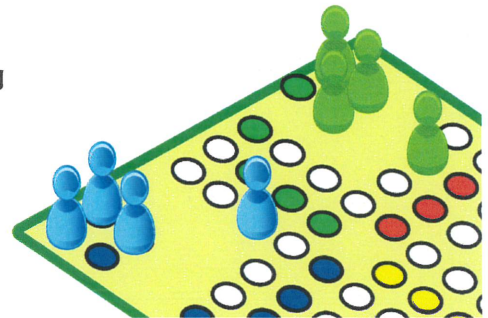
2020 TOWN OF AURORA PARKS & RECREATION

AFTERSCHOOL CAMP

for Middle School

Come join us at Hamlin Park for fun after school activities. This program designed for grades 5 - 8. We will meet for two hours to do activities such as: outdoor games, arts & crafts, board games, playground fun and if needed, homework time. We will be following all CDC Guidelines.

- GRADES:** Girls and Boys - Grades 5 - 8
- WHERE:** Hamlin Park - Drop off/ Pick up at recreation building
- WHEN:** Monday & Friday's - September 28 - October 30
- TIME:** 3:00-5:00 p.m.
- COST:** \$60.00 resident
\$70.00 nonresident



NO REFUNDS

REGISTRATION: REGISTER ONLINE at www.aurorarec.com
Mail or deliver registration form and fee payable to:
Town of Aurora Parks & Recreation, 300 Gleed Ave, E. Aurora, NY 14052
Registrations are limited to 15 students

TOWN OF AURORA PARKS & RECREATION 2020 Middle School Afterschool Camp

NAME _____ AGE _____ DOB ____/____/____
First Last

ADDRESS _____ M or F
Street Town Zip

HOME PHONE _____ EMERG. PHONE _____ CONTACT PERSON _____

PARENTS' NAMES _____ DOB ____/____/____ CELL PHONE _____

PARENTS' E-MAIL ADDRESS _____

MEDICAL OR DEVELOPMENTAL INFO WE SHOULD BE AWARE OF: _____

RELEASE: I HEREBY RELEASE THE TOWN OF AURORA AND EMPLOYEES AND/OR VOLUNTEERS AND STAFF FROM ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THIS ACTIVITY.

DATE _____ SIGNATURE _____

PARENT/GUARDIAN

Resident \$60.00 Nonresident \$70.00 AFTMIDSCHOOL20

Town of Aurora Parks and Recreation

Afterschool Camp

Revenue			
Number of Campers (max of 15)	Registration Cost		Total
12	\$ 60.00	Grades K-4	\$ 720.00
12	\$ 60.00	Grades 5-8	\$ 720.00
Total Revenue			\$ 1,440.00

Expenses					
Staff	# of staff	Hours/week	Weeks	Pay Rate	Total
Counselors	2	10	5	\$ 13.00	\$ 1,300.00

Supplies		Total
Arts and Crafts		\$ 150.00
Total Expense		\$ 1,450.00

WS-7

GE

RESOLUTION AUTHORIZING PUBLIC HEARING

WHEREAS, Local Law Intro. No. 1-2020 has been introduced at a meeting of the Aurora Town Board held on the 14th day of September, 2020, and

WHEREAS, the Local Law would provide the Town Board with the authority to override the tax levy limit established in General Municipal Law Section 30c.

WHEREAS, Municipal Home Rule Law Section 20(5) requires a Public Hearing to be held before the Town Board with at least five (5) days notice of said Public Hearing,

NOW, THEREFORE, be it

RESOLVED, the Town Board of the Town of Aurora does hereby approve a Public Hearing to be held on said Local Law Intro. 1-2020 on the 28th day of September, 2020, at 300 Glead Avenue in the Village of East Aurora, and be it further

RESOLVED, the Town Clerk is directed to publish notice of said Public Hearing in the official newspaper of the Town of Aurora, said notice being published at least five (5) days prior to the scheduled Public Hearing.

Duly adopted this 14th day of September, 2020.

TOWN OF AURORA
LOCAL LAW INTRO. NO. 1 - 2020
LOCAL LAW ___-2020

A LOCAL LAW, TO AMEND LOCAL LAW 1-1990 KNOWN AS “THE CODES OF THE TOWN OF AURORA”, ADOPTED BY THE TOWN BOARD OF THE TOWN OF AURORA ON JANUARY 22, 1990, TO PROVIDE THE TOWN BOARD WITH THE AUTHORITY TO OVERRIDE THE TAX LEVY LIMIT ESTABLISHED IN GENERAL MUNICIPAL LAW SECTION 3-c.

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF AURORA AS FOLLOWS:

SECTION 1. LEGISLATIVE INTENT

It is the intent of this Local Law to allow the Town of Aurora to adopt a budget for the fiscal year commencing January 1, 2021 that requires a real property tax levy in excess of “the tax levy limit” as defined by General Municipal Law Section 3-c.

SECTION 2. AUTHORITY

This Local Law is adopted pursuant to Subdivision 5 of the General Municipal Law Section 3-c, which expressly authorizes a local government’s governing body to override the property tax cap for the coming fiscal year by the adoption of a Local Law approved by a vote of sixty percent (60%) of said governing body.

SECTION 3. TAX LEVY LIMIT OVERRIDE

The Town Board of the Town of Aurora, County of Erie, is hereby authorized to adopt a budget for the fiscal year commencing January 1, 2021 that requires a property tax levy in excess of the amount otherwise prescribed in General Municipal Law Section 3-c.

SECTION 4. SEVERABILITY

If a Court determines that any clause, sentence, paragraph, subdivision, or part of this Local Law or the application thereof to any person, firm or corporation, or circumstance is invalid or unconstitutional, the Court's order or judgment shall not affect, impair or invalidate the remainder of this Local Law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, or part of this Local Law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

SECTION 5. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the New York Secretary of State.

WS-8

6F

NEW YORK HEADQUARTERS
 500 Ohio Street Lockport, NY 14094
 Phone: (716) 433-4600 Fax: (716) 433-4629
 Toll Free: (800) 439-6390
 E-mail: CLARKS@CLARKRIGGING.COM

CLARK
RIGGING & RENTAL CORP.
EQUIPMENT RENTAL QUOTATION

945 Spencer S...
 Phone: (315) 472-5205 Fax: (315) 472-5216
 E-mail: paul.goodman@clarkrigging.com
 680A Basket Road Webster, NY 14580
 Phone: (585) 265-2910 Fax: (585) 265-2976
 E-mail: dave.baran@clarkrigging.com

Company Name: NO NAME

Attention: DAVID GUNNER

Phone / Fax: _____

Email Address: DGUNNER@TOWNOFAURORA.COM

Date: 09/10/2020

QUOTE NO.: 2306356 SF

Payment Terms: COD

Prepared By: FOTI, SHAWN

Job Site: WHALEY RD BRIDGE

Job Parameters: HOIST BOX CULVERTS

Equip. req'd: 200 TON CRANE

Ctr'wgt: _____ lbs. Boom Req'd: _____

RENTAL RATES

4-hour minium rental per day on select equipment. Week equals 40 hours. Month equals 160 hours.
 Taxes in addition to quoted rates.

per your request, we are pleased to submit the following equipment rental quotation:

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Meas</u>	<u>Rate</u>	<u>Amount</u>
200T Crane	8.00	Hours	\$540.00	\$4,320.00
CRANE & CREW OT	0.00	Hours	\$700.00	\$0.00
Counter Weight Trucks	1.00	Lot	\$2,500.00	\$2,500.00
			Total:	\$6,820.00

COMMENTS:

- (8) CULVERT SECTIONS; HEAVIEST PIECE 56,435 LBS
- RIGGING AND RIGGING SUPPORTED PROVIDED BY KISTNER
- NYSEG SHALL PROVIDE SPOTTERS FOR ENERGIZED OVERHEAD LINES
- TOWN SHALL PROVIDE AN EXCAVATOR THAT CAN LIFT 15,000 LBS MINIMUM
- TOTAL PROJECT IS ESTIMATE TO TAKE 12 HOURS DUE TO CRANE TRAVEL TIME BOTH WAYS AND POWER LINE OBSTRUCTIONS

Minimum 8 Hour Rental, Portal To Portal
 Quoted For Straight Time: Monday-Friday 7:00am-3:30pm
 Certified Rigging/Signaling To Be Provided And Performed By Others
 Certified Rigging/Signaling Available At An Additional Cost
 Crane Size And Quote Subject To Presenting Conditions At Time Of Work

This Quote Is Valid For 15 Days

 Customer Signature

 Purchase Order #

NEW YORK HEADQUARTERS

500 Ohio Street Lockport, NY 14094
Phone: (716) 433-4600 Fax: (716) 433-4629
Toll Free: (800) 439-6390
E-mail: CLARKS@CLARKRIGGING.COM

CLARK
RIGGING & RENTAL CORP.
EQUIPMENT RENTAL QUOTATION

BRANCH OFFICES

945 Spencer Street Syracuse, NY 13204
Phone: (315) 472-5205 Fax: (315) 472-5216
E-mail: paul.goodman@clarkrigging.com

680A Basket Road Webster, NY 14580
Phone: (585) 265-2910 Fax: (585) 265-2976
E-mail: dave.baran@clarkrigging.com

Date

NEW YORK HEADQUARTERS
500 Ohio Street Lockport, NY 14094
Phone: (716) 433-4600 Fax: (716) 433-4629
Toll Free: (800) 439-6390
E-mail: CLARKS@CLARKRIGGING.COM

CLARK
RIGGING & RENTAL CORP.
EQUIPMENT RENTAL QUOTATION

BRANCH OFFICES
945 Spencer Street Syracuse, NY 13204
Phone: (315) 472-5205 Fax: (315) 472-5216
E-mail: paul.goodman@clarkrigging.com
680A Basket Road Webster, NY 14580
Phone: (585) 265-2910 Fax: (585) 265-2976
E-mail: dave.baran@clarkrigging.com

TERMS, CONDITIONS, AND EXCLUSIONS:

EQUIPMENT RENTAL

Rental rates are subject to equipment rental agreement terms, credit approval, and equipment availability. Quoted rates do not include PLA or prevailing wage upcharges, shift differentials, permits, or any taxes. Unless otherwise specified, all labor and equipment working time shall be billed portal-to-portal. This quote is valid for 30 days from the above date of issue.

Clark Rigging & Rental reserves the right to alter or void this or any existing quotes due to customer's scope-of-work inaccuracies and/or changes to job site conditions. Transportation costs based on one mobilization, setup, and demobilization. If multiple setups to different locations are required, trucks and drivers (see above hourly rates) are necessary to safely dismantle/move/re-setup the crane. All transportation costs are based on equipment's specified boom/counterweight configuration - pricing will be adjusted accordingly if increased/reduced combination is needed. All "Total" pricing specified in this quotation are estimates based on straight time labor rates, working the term specified, and are subject to the terms outlined in this document. Any work performed beyond this period will be billed accordingly. A cancellation charge shall apply if labor/equipment is enroute to/on job site, or if job is cancelled after 5:00 PM prior to the scheduled day.

SALES TAX

Unless otherwise specified, sales tax will be charged on all equipment rentals. Clark Rigging & Rental Corp. is a rental, not service company. Therefore, NYS tax exemption for ST-120.1 cannot be accepted to alleviate payment of sales tax. Sales tax will be applied to all billing on equipment rentals, unless legitimate exemption documentation is provided.

PAYMENT TERMS

Net 15/30 days from date of invoice (if credit is established) or COD. All COD jobs require immediate payment prior to, or at time of service by bank check, money order or credit card. Retention has not been factored into quoted rates and will NOT be permitted. A 2% per month late charge shall apply on balances due over 30 days from the date of invoice.

JOB SITE REQUIREMENTS

- The customer is responsible for furnishing Clark Rigging free and clear access to the job site.
- The customer shall be responsible for verifying the size/weight of each load and for providing a level and stable ground surface on which the equipment shall operate.
- Unless otherwise noted, the customer is responsible for furnishing all rigging. Additional charges will apply if specialized rigging is required.
- Unless otherwise specified, all Clark Rigging operated crane rentals include one operator and oiler (if applicable). All other necessary personnel (signalmen, riggers, spotters, etc.) can be supplied by Clark (for an additional fee), but are expected to be furnished by others.
- Clark Rigging operators reserve the right to cease work if (in his/her judgement) unsafe working conditions arise.
- Sufficient time must be allowed to assemble/disassemble the rented equipment. This varies depending on the size of the equipment, and nature of the job and job site.
- Clark Rigging is not responsible for any damage to property, roads, or delays beyond our control.
- Customer is responsible for obtaining all road closure permits, traffic control equipment and/or personnel, FAA clearance, utility disconnects or relocation, etc.

NEW YORK HEADQUARTERS
500 Ohio Street Lockport, NY 14094
Phone: (716) 433-4600 Fax: (716) 433-4629
Toll Free: (800) 439-6390
E-mail: CLARKS@CLARKRIGGING.COM

CLARK
RIGGING & RENTAL CORP.
EQUIPMENT RENTAL QUOTATION

BRANCH OFFICES
945 Spencer Street Syracuse, NY 13204
Phone: (315) 472-5205 Fax: (315) 472-5216
E-mail: paul.goodman@clarkrigging.com

680A Basket Road Webster, NY 14580
Phone: (585) 265-2910 Fax: (585) 265-2976
E-mail: dave.baran@clarkrigging.com

INSURANCE

- Operated Rentals - Clark Rigging shall provide liability insurance on all equipment operated by a Clark Company's active employee.

- Bare Rentals - Renter agrees at its expense, to keep the leased equipment insured against all physical damage including the hazards and perils typically included in a contractor's equipment policy. Renter shall also procure and obtain liability insurance with coverage and limits established by Clark Rigging & Rental. Renter shall furnish owner satisfactory evidence of all insurance coverages required herein, before taking possession of leased equipment.

CONSULTATION / ENGINEERING SERVICES

If excessive consulting time is required for lift planning services, a fee may be assessed based on consultation time. Excessive consultation will be reviewed on a case by case basis and is solely at the discretion of Clark Rigging.

Benchley Contracting and Rental Corp.

PO BOX 220 • 11437 Bennett State Rd • Forestville, NY 14062
 www.benchleycrane.com • benchleycrane@gmail.com
 ph: 716-934-4330 • fax: 716-934-3290

BUFFALO YARD
 210 Industrial PKWY
 Buffalo, NY 14227

SILVER CREEK YARD
 11437 Bennett State Rd
 Silver Creek, NY 14136

PROPOSAL**Customer Information**

Customer: Town of East Aurora Contact: _____
 Phone: _____ Phone: _____
 Date: 8/20/2020 Cell: _____
 Quote #: 200820-BB-0447 eMail: _____

Job Information

Jobsite: Whaley Ave East Aurora Job: _____
 Address: _____ Note: _____

Job Description

Load Weight: 57,000 lbs Lift Radius: 80'
 Obstruction Height: _____ Boom Required: _____
 Distance from: _____ Counterweight: _____
 Distance in: _____ Notes: Figure ~ 3 hrs travel and setup time/same for demob

Rates**330 Ton Hydraulic Crane (HH)**

3% fuel surcharge on crane rental only
 Daily Minimum: 8 hours

8 hours @ \$400/hr = \$3,200.00

Operating Crew(HH)

Overtime rate: M-F after 8 hrs, all day Saturday Double Time Rate: All day Sunday and Holidays
 Daily Minimum: 8 hours
 OT Rate: \$354/hr
 DT Rate: \$484/hr

8 hours @ \$231/hr = \$1,848.00

Counterweights In (330 Ton)

Includes (1) Setup Only

\$2,000.00

Counterweights Out (330 Ton)

Includes (1) Teardown Only

\$2,000.00

Permit Fee

\$100.00

Based on bridge centered with road

Based on crane setup on center of road

Based on no obstructions or electrical lines within 20 feet of the setup or lift areas

To Mob In and Setup Day Before Lifts(If Needed): \$3500.00 for Crane and Crew/Same to Demob Day After Lift (If Needed)

TERMS AND CONDITIONS AND EXCLUSIONS:**EQUIPMENT RENTAL**

Rental Rates are subject to equipment rental agreement terms, credit approval, and equipment availability. Unless noted, quoted rates do not include PLA or prevailing wage up charges, shift differentials, permits, or any taxes and fuel surcharges. Unless otherwise specified, all labor and equipment working time will be billed portal-to-portal. This quote is valid for 15 days from date of issue.

Benchley Contracting and Rental Corp. reserves the right to alter or void this or any existing quotes due to customer's scope-of-work inaccuracies and/or changes to job site conditions. Transportation costs based on one mobilization, setup, and demobilization. If multiple setups to different locations are needed, trucks and drivers (see above hourly rates) are necessary to safely dismantle/move/re-setup the crane. All transportation costs are based on equipment's specific boom/ counterweight configuration. Pricing will be adjusted accordingly if increased/ reduced combination is needed. All lump sum ("LS.") transportation/ mobilization pricing specified in this quotation are estimates based on straight time labor rates, working the term specified, and are subject to the terms outlined in this document. Any work performed beyond this period will be billed accordingly. A cancellation charge shall apply if labor/equipment is enroute to/on a jobsite, or if job is cancelled after 5:00 PM prior to the scheduled day.

Fuel surcharge will be charged on equipment in addition to quoted pricing. On Bare or long term rentals, fuel to be provided by the customer("others").

PAYMENT TERMS

Net 30 days from date of invoice (if credit is established) or COD. All COD jobs require immediate payment prior to, or at time of service by bank check, money order or credit card. Retention has not been factored into quoted rates and will not be permitted. All payments shall be in U.S. dollars and all late payments on balances due after 30 days of invoice shall bear interest at the annual rate of (12%) or the highest allowed by law, whichever is lower.

JOB SITE REQUIREMENTS

- The customer is responsible for furnishing Benchley Contracting and Rental free and clear access to the job site.
- The customer shall be responsible for verifying the size/weight of each load and for providing a level and stable ground surface for which the equipment shall operate.
- Unless otherwise noted, the customer is responsible for furnishing all rigging. Additional charges will apply if specialized rigging is required.
- Unless otherwise specified, all Benchley operated crane rentals include on operator and oiler (if applicable). All other necessary personal (signalmen, riggers, spotters, et c) can be supplied at additional cost, but are expected to be furnished by others.
- Benchley Crane operators reserve the right to cease work if (in his/her judgment) unsafe working conditions arise.
- Sufficient time must be allowed to assemble/disassemble equipment.
- Benchley Contracting is not responsible for any damage to property, roads, or delays beyond our control.
- Customer is responsible for obtaining all road closure permits, traffic control equipment and/or personal, FAA clearance, utility disconnects or relocation, etc.
- Customer is responsible for locating and clearly marking all underground hazards in and around setup area.

INSURANCE

Bare Rental- Renter agrees at its expense, to keep leased equipment insured against all physical damage including hazards and perils typically included in a contractor's equipment policy. Renter shall also procure and obtain liability insurance with coverage and limits established by Benchley Contracting and Rental. Renter shall furnish owner satisfactory proof of insurance required herein, before taking possession of leased equipment.

Quoted by: Brian Benchley

Town of Aurora
Erie County, New York

WS-5 6C

TOWN OF AURORA
CLEANING AND JANITORIAL SERVICES
REQUEST FOR PROPOSAL

Overview

The Town of Aurora will be relocating Town offices from 300 Gleed Avenue to a new 20,400± sf facility at 575 Oakwood Avenue in the Village of East Aurora, New York.

Proposals Requested

The Town of Aurora will receive proposals from qualified Cleaning and Janitorial companies to clean office and common areas at the new facility.

Prospective bidders are requested to contact Town Clerk Martha Librock at 716-652-3280 or via email at townclerk@townofaurora.com, to schedule a site visit at 300 Gleed Avenue to survey the facility.

Schedule

The successful bidder will be required to conduct cleaning and janitorial services two days per week as described in the attached specification document.

Insurance Required

Insurance certificates identifying adequate Workers Compensation and Liability Insurance must be provided to the Town prior to commencing work. The Town of Aurora shall be named additional insured on liability policy.

Proposals Received

The Town of Aurora will receive proposals ON THE ATTACHED BID FORM ONLY until 11 AM on Wednesday, September 23, 2020.

Proposals are to be submitted via email only to: townclerk@townofaurora.com

Proposals should be clearly labeled as: "CLEANING AND JANITORIAL SERVICES".
Proposers should request that a reply email be sent acknowledging receipt of their proposal.

5A

AGREEMENT

AGREEMENT made this 14 day of SEPTEMBER, 2020, by and between

TOWN OF AURORA, a Municipal Corporation duly existing pursuant
to the laws of the State of New York
300 Glead Avenue
East Aurora, New York 14052

hereinafter referred to as "Town", and

EAST AURORA LACROSSE ASSOCIATION
535 Jewett Holmwood Road
East Aurora, New York 14052

hereinafter referred to as "EALA".

WHEREAS, the Town owns and operates Warren Drive Park, and

WHEREAS, EALA is interested in establishing a facility for the purpose of conducting and operating lacrosse.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Facilities:** The Town grants to EALA the use of a portion of the fields at Warren Drive Park (as shown on Exhibit A) for lacrosse and lacrosse related activities for a term of 5 years.
2. **Payment:** EALA agrees to pay the Town for maintenance, upkeep, equipment purchase and improvements to the area identified herein with payment of \$1,000 on the 1st day of January of each year in which the Agreement is in effect.
3. **Improvements:** The EALA will be allowed to make improvements on the lacrosse field area at Warren Drive Park at its own cost as it deems necessary and appropriate, subject to prior written approval by the Town Board.
4. **Concessions:** EALA shall be permitted to operate concessions at the lacrosse field area at Warren Drive Park subject to approval and compliance with the Town and the Erie County Department of Health regulations.

5. Insurance: EALA shall provide the Town with proof of required insurance(s), with the Town being named as an additional insured in an amount of coverage as determined by the Town from time-to-time.
6. Rules of the Park: The rules of the park shall include the following:
 - a. Parking in designated areas only;
 - b. No alcoholic beverages or smoking allowed by participants or spectators;
 - c. No littering.
 - e. Observe all other park rules as posted and display a courteous attitude toward Town personnel, park users and neighbors;
 - f. All apparatus used by ELA, other than normal lacrosse equipment, must be pre-approved by the Town.
7. Development:
 - a. Two youth lacrosse fields ("small-sided") : 70 yards long x 45 yards wide.
 - b. Fields will run East/West, side by side with approximately 10- 20 feet between the two fields.
 - c. Fields are set up for youth lacrosse (U10 and below), small-sided games/practices.
 - d. Goal and nets shall be provided by and secured by EALA – 4 small (4'x4') goals, 4 regulation goals (6'x 6').
 - e. Multi-year contract with the Town of Aurora includes annual field maintenance, initial striping, bathroom maintenance and access, and maintenance of lighting on two existing poles.
 - f. EALA will utilize fields to host, youth lacrosse practices/games, US Lacrosse grant-based programs such as TryLax and Coaching Education Clinics and ELA shall be allowed to hold community fundraisers at the lacrosse field with prior written approval of the Town Board.

IN WITNESS WHEREOF, the parties hereto have agreed and signed this Agreement as of the date indicated herein.


TOWN OF AURORA

By _____
James J. Bach, Supervisor

Attest:

Martha L. Librock, Aurora Town Clerk

EAST AURORA LACROSSE ASSOCIATION

By 
Colleen Aungst, President
EALA Board of Directors


STATE OF NEW YORK)
COUNTY OF ERIE)

On the ____ day of _____ in the year 2020, before me, the undersigned, a notary public in and for said state, personally appeared, James J. Bach, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF ERIE)

On the 10th day of SEPTEMBER the year 2020, before me, the undersigned, a notary public in and for said state, personally appeared, Colleen Aungst, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or person upon behalf of which the individual acted, executed the instrument.



Notary Public

Drescher & Malecki LLP
3083 William Street, Suite 5
Buffalo, New York 14227
Telephone: 716.565.2299
Fax: 716.565.2201

5B

Certified Public Accountants

July 23, 2020

Hon. James Bach, Town Supervisor
Town of Aurora
300 Glead Avenue
East Aurora, New York 14052

Dear Supervisor Bach:

It continues to be a pleasure to serve as independent auditors for the Town of Aurora. We value our relationship with the Town and propose to extend our audit contract to provide similar services for each of the four subsequent years, with an option for the Town to extend for an additional two years. The recently completed 2019 audit services were outlined in a separate engagement letter to the Town. Current pricing was allocated as follows:

Year Ended December 31, 2019:	
Audit of Financial Statements	\$ 19,475
Departmental Audits (5)	6,750
CAFR Compilation	2,150
AUD Compilation	<u>1,325</u>
Total	<u>\$ 29,700</u>

We take great pride in serving the Town and are formally requesting the Town extend our audit engagement through the fiscal years ending December 31:

2020	\$ 29,700	2023	\$ 31,500
2021	30,290	2024 (option)	32,130
2022	30,895	2025 (option)	32,770

We are cognizant of the impact of the current COVID-19 pandemic, and recognize the budgetary pressures and difficulty in finding new revenues that the Town faces. As a result, we have offered a zero increase for the fiscal year ending December 31, 2020. Further our proposed fees for each of the subsequent five years include increases of less than 2.0% per year.

If the terms within this letter are acceptable to the Town, please sign this extension letter in the space provided and return to us, and keep a copy for your records. We are enthusiastic to continue our strong partnership with the Town and remain committed to providing you with a quality, independent external audit at a fair price.

Respectfully,

Drescher & Malecki LLP

Accepted and agreed to by the Town of Aurora, New York

By: _____
Title: Supervisor

Date: _____

SUPERVISOR
James J. Bach
(716) 652-7590
jbach@townofaurora.com



66
TOWN CLERK
Martha L. Librock
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA
Southside Municipal Center
300 Glead Avenue, East Aurora, NY 14052
www.townofaurora.com

To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: September 10, 2020

Re: Justice Court Grant Application (JCAP)

Please consider approval of the following:

Authorize the Supervisor to sign and the Aurora Town Justice Court to submit a Justice Court Assistance Program (JCAP) grant application for the 2020-2021 grant cycle in an amount up to \$30,000.



**Town of Aurora
Department of Parks & Recreation**

300 Gleed Avenue
East Aurora, New York 14052

6H

office (716) 652-8866
fax (716) 652-5646

recreation@townofaurora.com
www.aurorarec.com

To: Town Board
From: Chris Musshafen
Date: 9/9/2020
Re: EAST Coaches

Approval is requested to rehire Kyle Callan and Zach Healy as EAST coaches. EAST's current practice schedule and protocols require additional coaches on deck. Kyle and Zach have coached for EAST in the past and have extensive experience in competitive swimming. The rates below are based off the EAST rate chart previously approved.

<u>Name</u>	<u>Address</u>	<u>Position</u>	<u>Rate</u>
Kyle Callan	305 Kelly Dr., EA	Lifeguard RPT	\$13.40
Zach Healy^	4 Crofton Ct., WS	Lifeguard RPT	\$14.20

^ Non-resident

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NOTICE OF PUBLIC HEARING

A Public Hearing will be held on Tuesday, October 13, 2020 at 7:00 p.m. in the Aurora Municipal Center Meeting Room at 575 Oakwood Avenue, East Aurora, NY, regarding the use of Federal Community Development funds in the Town of Aurora.

The Town of Aurora is eligible for a Federal Community Development grant under Title I of the Housing and Community Development Act of 1974, as amended.

The purpose of the Hearing is to provide an opportunity for citizens to express community development and housing needs and to discuss possible projects which would benefit low and moderate income persons in the Town of Aurora.

Citizens are urged to attend this meeting to make known their views and/or written proposals on the Town of Aurora's selection of potential projects to be submitted for possible funding by the Federal Community Development Grant Program.

The Hearing will also present a review of prior Community Development projects and expenditures and a discussion of eligible activities. The meeting room is wheelchair accessible. Those needing special arrangements should call the Town Clerk at (716) 652-3280 by October 7, 2020.



6J

TOWN OF AURORA
300 Glead Avenue, East Aurora, NY 14052
www.townofaurora.com

MEMO

Date: September 8, 2020
To: The Town Board
From: Supervisor Bach
Re: Assistant Code Enforcement Officer Appointment

I request that the Town Board appoint Elizabeth Cassidy as Assistant Code Enforcement Officer. Mrs. Cassidy has been in the position on a provisional basis pending the outcome of the Civil Service examination. The results of the exam for residents of the Town of Aurora are attached.

Eligible List Report NEOGOV #67-800 Assistant Code Enforcement Officer (Residency)

Town of Aurora

Date: 8/26/202

Last Name	First Name	Job #	Assistant Code Enforcement Officer	Address1	City	State	Zip	Total Score	Req #
CASSIDY	ELIZABETH	67-800	Default List	357 SOUTH PARK PL	EAST AURORA	New York	14052	90	06680

OK

From: Erin Meehan >
Sent: Monday, September 7, 2020 8:39 AM
To: Supervisor
Subject: Lower Portion of Sweet Road

Mr. Bach,

We were wondering if the lower portion of Sweet Road from Mill to Grover could be considered for a lower speed limit of 30 instead of 40. We moved into the area within the last year and noticed how fast the buses (from other districts) and cars drive. Many people use this lower half of the road to get to the high school as well as normal daily travel. Also if you could take into consideration how many houses are there, close together, the curve of the road right by Mill coming up from Grover as well as the width of the road. It feels like a neighborhood that deserves slower traffic. Please direct me to the right area if I have not contacted the right department. If you need further information or need to speak further my home number is 714-9248. Thank you for your time and support.

Sincerely,
Erin Meehan



TOWN OF ORCHARD PARK

6L

TOWN CLERK'S OFFICE

S 4295 SOUTH BUFFALO STREET ORCHARD PARK, NEW YORK 14127-2688

Phone: (716) 662-6410
Fax: (716) 662-6413
Email: orffeor@orchardparkny.org

TOWN CLERK
REMY C. ORFFEO

September 1, 2020

Mr. James J. Bach, Supervisor
Town of East Aurora
300 Gleed Ave.
East Aurora, NY 14052

Re: Delinquent Out Of District Water Customers for District #15

Dear Mr. Bach:

Please have the following delinquent water customers added to the County of Erie Tax Rolls for the year 2021.

Adimey, Sharon 1319 Jewett Holmwood	\$101.32
Trejo, Adefino 4727 Transit Rd.	\$169.79

Mary E. Perram
Deputy Town Clerk

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



CLERK
BROCK
(716) 652-3280
townclerk@townofaurora.com

GM

TOWN OF AURORA
300 Glead Avenue, East Aurora, NY 14052
www.townofaurora.com

MEMO

TO: Town Board

FROM: Kathleen Moffat

RE: Unemployment Insurance Payment Reserve Fund

DATE: 09/14/20

The amount due for the 2nd quarter Reimbursable Billing invoice from the NY State Department of Labor is \$16,908.89. This invoice gets charged to account number A 9050.8 Unemployment Insurance, which has a balance of \$1,012.00.

The Town currently has \$12,647.27 in a reserve fund for Unemployment Insurance payments. I respectfully request approval to use the reserve funds to pay the 2nd quarter 2020 unemployment insurance invoice.

In addition, I request approval to transfer \$3,300 from A 1910 Unallocated Insurance (balance of \$16,343) to A 9050.8 Unemployment Insurance to cover the full cost of the invoice.



DEPARTMENT OF LABOR
 UNEMPLOYMENT INSURANCE
 PO BOX 4301
 BINGHAMTON NY 13902-4301
 WWW.LABOR.NY.GOV

For Office Use Only		
Dist. Ind.	Assign. Type	Form Type
	X	U
Received Date	CI	AI
_____	_____	_____

TOWN OF AURORA
 300 GLEED AVE
 EAST AURORA NY 14052-2983

Employer Registration # Account status as of
 04-60382 4 07/01/20



For Completion by Employer	
Enter payment amount enclosed	16,908.89
Return this form to the return address shown above.	

Notice of Reimbursable Billing

Any amount now due for Unemployment Insurance Benefit Reimbursement charges, Interest or Penalty is shown below as "Current Balance" preceded by the word "Underpaid." A check for this amount plus any additional interest should be mailed promptly. Enter the payment amount in the employer box above and return this form with your payment.

If the amount shown as "Current Balance" is preceded by the word "Overpaid" you will be receiving a refund of this overpayment.

Payment on current quarter charges shown as "BR" is due by the end of the month following the end of the quarter or 15 days from the billing date, whichever is later.

This notice does not include amounts assessed for Failure to File Penalties or Benefit Claim Penalties. If you have penalties due you will be advised by separate notice.

Interest is assessed on late payment of benefit reimbursement charges at the rate of 12 percent per year.

Charge Notices, IA 96R, included in billing are dated:

1Q20 02/07/20 through 04/03/20 2Q20 05/01/20 through 07/03/20
 3Q20 08/07/20 through 10/02/20 4Q20 11/06/20 through 01/08/21

Your Previous Balance Was	
UNDERPAID	\$35.95

The symbols in Column 1 show the type of liability	Claimant Social Security Account number	Transaction Date			Period		Column 1 Type of Liability	Column 2 Amount Due	Column 3 Amount Paid
		Mo.	Day	Year.	Qtr.	Year			
BR- Benefit Reimbursement		07	01	20	2	20	BR	\$16,872.94	
IN- Interest									
PE- Penalty									

Enter your Employer Registration Number as shown above on your remittance payable to New York State Unemployment Insurance.

Keep a copy of this notice for your records.

Use this form for payments only. If you have questions, please call (518) 457-1090 for assistance.

Current Balance:	
UNDERPAID	\$16,908.89



Unemployment Insurance Payment Reserve Fund (GML Section 6-m)

- Purpose:** To reimburse the State Unemployment Insurance Fund for payments made to claimants where the municipality has elected to use the “benefit reimbursement” method.
- Who May Create:** Municipal corporations (counties, cities, towns, villages), school and fire districts, and boards of cooperative educational services (BOCES) that have elected to become liable for payments in lieu of contributions under Article 18 of the Labor Law.
- How to Create and Use:** Created by resolution of the governing board. A referendum is not required either to create or expend the reserve. Expenditures may be made only as required by law to pay into the Unemployment Insurance Fund an amount equivalent to the amount of benefits paid to claimants and charged to the account of the municipal corporation, district or BOCES in accordance with Labor Law Section 581(1)(e).
- Source of Funds:** Budgetary appropriations, amounts from certain other reserve funds, subject to permissive referendum; other funds that may be legally appropriated.
- Use of Unexpended Balances:** If at the end of any fiscal year, the moneys in the fund exceed amounts required to be paid into the Unemployment Insurance Fund as described above, plus any additional amounts required to pay all pending claims, the governing board, within 60 days of the close of the fiscal year, may elect to transfer all or part of the excess amounts to certain other reserve funds, or apply all or part of the excess to the budget appropriation of the next succeeding fiscal year. If the local government terminates its election to become liable for payments in lieu of contributions (i.e., elects to convert to “tax contribution” basis), moneys remaining in the fund may be transferred to certain other reserve funds, to the extent moneys in the fund exceed amounts sufficient to pay all pending claims.

Town of Aurora
Trial Balance
Fiscal Year: 2020
For the Period Ending 12/31/2020

Fund A00	Account Number	Account Description	Debit	Credit
	A00-0201-0000-0000	CASH IN TIME DEPOSITS	\$3,900,000.00	
	A00-0202-0000-0000	CASH	\$718,438.72	
	A00-0210-0000-0000	PETTY CASH	\$650.00	
	A00-0380-0000-0000	ACCOUNTS RECEIVABLE	\$0.50	
	A00-0391-0000-0000	DUE FROM OTHER FUNDS	\$0.72	
	A00-0440-0000-0000	DUE FROM OTHER GOVERNMENTS	\$0.50	
	A00-0470-0000-0000	PREPAID PENSIONS-NEW YORK STAT	\$37,428.00	
	A00-0522-0000-0000	EXPENDITURES	\$2,188,754.02	
	A00-0600-0000-0000	ACCOUNTS PAYABLE	\$4,077.50	
	A00-0690-0000-0000	OVERPAYMENTS & CLEARING ACCT.		\$2,523.00
	A00-0806-0000-0000	NONSPENDABLE		\$63,072.00
	A00-0815-0000-0000	RESTRICTED - UNEMPLOYMENT INS.		\$12,647.27
	A00-0884-0000-0000	RESTRICTED FOR DEBT REDUCTION		\$713,902.50
	A00-0909-0000-0000	FUND BALANCE		\$2,847,547.18
	A00-0913-0000-0000	COMMITTED FUND BALANCE		\$22,105.00
	A00-0914-0000-0000	ASSIGNED APPROPRIATED FUND BAL		\$145,000.00
	A00-0915-0000-0000	ASSIGNED UNAPPROPRIATED - EQUI		\$100,000.00
	A00-0917-0000-0000	UNASSIGNED FUND BALANCE		\$440,760.90
	A00-0980-0000-0000	REVENUES		\$2,501,792.11
	A00-1001-0000-0000	REAL PROPERTY TAXES		\$1,833,987.00
	A00-1010-0100-0000	COUNCILMEN (4)	\$30,799.24	
	A00-1010-0404-0000	EXPENSE AND TRAVEL	\$200.00	
	A00-1081-0000-0000	IN LIEU OF TAXES		\$1,895.73
	A00-1089-0000-0000	PRIOR YEAR EXEMPTION REMOVALS		\$5,743.80
	A00-1089-0100-0000	OTHER TAX ITEMS		\$27,720.00
	A00-1090-0000-0000	INT. & PENALTIES REAL PROP.TAX		\$22,003.99
	A00-1110-0100-0000	TOWN JUSTICES	\$45,045.24	
	A00-1110-0100-0000	COURT CLERK	\$20,325.12	
	A00-1110-0102-0000	COURT CLERK	\$24,508.96	
	A00-1110-0105-0000	OFFICE SUPPLIES	\$945.93	
	A00-1110-0413-0000	LAW BOOKS	\$525.11	
	A00-1110-0414-0000	RENT - VILLAGE OF EAST AURORA	\$21,016.50	
	A00-1110-0415-0000	COURT ANNUAL SCHOOL	\$21.00	
	A00-1110-0416-0000	COURT SECURITY OFFICER	\$2,238.69	
	A00-1120-0000-0000	NON PROPERTY TAX DISTRIBUTION		\$21,813.68
	A00-1130-0000-0000	GROSS RECEIPTS TAX - PHONE SUPERVISOR		\$226.14
	A00-1220-0100-0000	BOOKKEEPER	\$27,092.39	
	A00-1220-0102-0000	SECRETARY	\$25,343.20	
	A00-1220-0103-0000	BUDGET OFFICER	\$7,237.72	
	A00-1220-0104-0000		\$2,833.22	

General Ledger Account Inquiry

Town of Aurora

Account Number A00-9050-0800-0000
Account Description UNEMPLOYMENT INSURANCE
Fiscal Year 2020
Start Period 1 - Jan
End Period 13 - Post Closing

Original Budget: \$10,000.00
Budget Changes: \$0.00
Current Budget: \$10,000.00
Beginning Balance: \$0.00
Transactions: \$8,988.00
Ending Balance: \$8,988.00
Open Purchase Orders: \$0.00
Available Balance: \$1,012.00

Jrn. Type	Jrn. #	Period	Tr. Date	Description	Amount	PO Amount	Bud Amount
BY	1-1	1	01/01/2020	Rebuild BY Journal	\$0.00	\$0.00	\$10,000.00
AP	5708	5	05/05/2020	NYS DEPARTMENT OF LABOR 040120 UNEMPLOYMENT INS CLAIMS 1ST QTR 2020	\$8,988.00	\$0.00	\$0.00
					\$8,988.00	\$0.00	\$10,000.00

6N

INTERMUNICIPAL AGREEMENT CARES Act Local Government Distribution

This Intermunicipal Agreement (“Agreement”), is made and entered into by and between **THE COUNTY OF ERIE**, a municipal corporation organized under the laws of the State of New York (the “County”) and TOWN OF AURORA, a municipality and political subdivision of the State of New York (the “Local Government”). The County and the Local Government shall be referred to herein, individually, as a “Party” and, collectively, as the “Parties.”

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was passed by Congress and signed into law on March 27, 2020, which provides over \$2 trillion of economic relief; and

WHEREAS, through the Coronavirus Relief Fund, the CARES Act provides for payments to State, Local, and Tribal governments navigating the impact of the COVID-19 outbreak; and

WHEREAS, the CARES Act provides that the U.S. Treasury Department was to make payments from the Coronavirus Relief Fund to states and eligible units of local government; the District of Columbia and U.S. territories; and tribal governments, based on population calculations provided in the CARES Act; and

WHEREAS, the County is an eligible unit of local government under the CARES Act and has received an allocation of Coronavirus Relief Funds; and

WHEREAS, the CARES Act requires that Coronavirus Relief Funds may only be used to cover those costs of the local government that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020, for the local government entity; and
- were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020;

and

WHEREAS, the County desires to distribute a portion of its allocation of Coronavirus Relief Funds with the Local Government in order to effectuate the purpose and intent of the CARES Act and to assist the Local Government in mitigating the impacts of the COVID-19 emergency, and the Parties desire to enter to this intermunicipal agreement in order to set forth the terms and conditions pertaining to such distribution.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the County and the Local Government agree as follows:

1. Coronavirus Relief Funds Available to Local Government. The County will make available for reimbursement to the Local Government, a portion of the County's allocation of Coronavirus Relief Funds (the "Coronavirus Relief Funds" or "Funds") in an amount not to exceed one million dollars (\$1,000,000.00) (the "Distribution Amount"). The Local Government acknowledges and agrees that the County, at its sole discretion, may increase or decrease the Distribution Amount as may be necessary to reallocate Funds to address county-wide needs, other local government or sub-grantee needs, and/or other needs consistent with the CARES Act, or because the Local Government will not be able to use its full share by December 30, 2020. Prior to making a decision to increase or decrease the Distribution Amount, the County shall consult with the representative for the Local Government to determine the anticipated needs and expenses of the Local Government and the amounts of any unreimbursed expenses. The County shall provide written notice of at least ten (10) business days prior to the effective date of any increase or decrease in the Distribution Amount. Once such notice has been given, the County will continue to reimburse Local Government expenses that meet the requirements of this Agreement and that were incurred or committed to prior to the Local Government's receipt of the notice, so long as reimbursement is requested in compliance with this Agreement prior to the effective date of the notice.

2. Local Government Request for Reimbursement. The Local Government may make a request for reimbursement of its non-personnel expenditures to the County. The Local Government's total requests for reimbursement, along with the total amount of any Funds paid or advanced, shall not exceed the Distribution Amount. The Local Government acknowledges and agrees that the costs and expenses submitted will only be submitted for reimbursement pursuant to this Agreement and will not be submitted for reimbursement, or paid with funds from any other federal government program, such as FEMA or another aid program. Prior to making an expenditure, the Local Government may consult with the County to inquire whether certain costs and expenditures may be in compliance with the CARES Act.

A. Requests. The request for reimbursement shall be submitted with the form provided by the County and shall include the following documentation:

1) The Local Government shall provide a description of the date of expenditure, amount, vendor, description of expense, an explanation of expense's connection to COVID-19, and a certification that such expenses are eligible expenses in compliance with the CARES Act that:

- are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- were not accounted for in the budget most recently approved as of March 27, 2020, for the Local Government; and
- were incurred during the period that begins on March 1, 2020, and ends on December 23, 2020 ("Eligible Expenses").

2) The Local Government shall provide supporting information for the request for reimbursement in the form of contracts, invoices, vouchers, receipts, or other official documentation proving/verifying its expenditures submitted on the form provided as Eligible Expenses under the CARES Act.

B. Request Submission Date. Local Governments are eligible for one reimbursement submission request which must be submitted in compliance with the terms contained herein and any further guidance provided by the County no later than September 30, 2020.

C. County Review and Acceptance. The County shall review and/or audit the Local Government's reimbursement request. The County shall only accept and reimburse requests that provide adequate documentation, and only for what the County determines, at its sole discretion, are Eligible Expenses. The County may contact the Local Government to discuss the documentation and nature of the expenses included in the request for reimbursement. In the event the County does not accept, in whole or in part, the Local Government's request for reimbursement, the County shall provide a written response documenting the basis for the County's determination. The Local Government may resubmit a corrected or augmented request for reimbursement and any necessary additional supporting documentation within ten (10) days of receiving notice of the County's written determination, and the County will then re-review the request and any additional supporting documentation and rationale submitted by the Local Government; except that, no request may be submitted or re-submitted any later than September 30, 2020 and any request submitted after such date will not be paid, unless advance permission to submit or re-submit a request after this date is obtained from the County. The Local Government acknowledges and understands that the U.S. Treasury is the authorizing agency and the County is using its best efforts to determine Eligible Expenses. Any reimbursement request accepted and paid, in whole or in part, by the County, is still subject to federal review and has the potential to be subsequently dis-allowed. As such, any acceptance by the County of the Local Government's request to reimburse and subsequent payment shall not be construed to operate as a waiver of the Local Government's obligation to comply with the CARES Act, this Agreement, and any other laws, regulations or rules and shall not operate as a waiver or estoppel of the Local Government's obligation to return/repay any Funds distributed to the Local Government that are subsequently found to not have been used or reimbursed for Eligible Expenses or the use of which was found to otherwise be unlawful.

D. Distribution. The County shall disburse reimbursement directly to the Local Government via check issued by the County to the Local Government. The County shall use its best efforts to distribute Funds to the Local Government within ten (10) days of the County's review and acceptance.

E. Consultation. The Local Government is encouraged to consult with the County if there is any question regarding whether proposed expenses are viewed by the County as being Eligible Expenses or regarding any other requirements for reimbursement, prior to incurring or otherwise committing to the expenses. The Local Government shall not enter into any sub-grant arrangements or agreements without first consulting with and obtaining permission from the County. The County will use its best efforts to promptly respond to any questions regarding eligibility, sub-grants, or other requirements.

F. Disputes/Release. The Local Government understands that the County is obligated to expend its allocation of Coronavirus Relief Funds no later than December 30, 2020, and that any

unexpended Funds as of that date must be returned to the U.S. Treasury Department. Due to the limited time to administer the Coronavirus Relief Funds, the Local Government agrees that there is no time to file an action to compel any alleged reimbursement requirement or other relief. The Local Government understands that the resubmittal process contained in Paragraph 2C above is the sole process for disputes regarding eligibility. The Local Government acknowledges that the County's decisions concerning any reimbursement of submittal or re-submittal are final, and cannot be challenged or appealed in court or otherwise. Local Government hereby waives, relinquishes and forever releases any and all claims or actions for damages, injunctive relief, and any other relief of any kind whatsoever, that it has or may have now or in the future, against the County of Erie, its elected and appointed officials, employees and agents, to obtain reimbursement of Funds and/or expenses related to COVID-19, or to obtain damages for the County's failure to pay Funds and/or expenses related to COVID-19, or to seek any other relief that is inconsistent with this sub-section of the Agreement.

3. Return of Funds. To the extent any reimbursement paid to the Local Government under this Agreement is not actually expended, or any costs and expenses are subsequently refunded to the Local Government, the Local Government agrees that it shall return any Funds that are unused or refunded to the County by December 10, 2020.

4. Expenditures and Accounting.

A. The CARES Act imposes expenditure and accounting obligations upon local governments receiving Coronavirus Relief Funds. The Local Government acknowledges and agrees to be solely responsible for ensuring that it procures, spends, documents, and accounts for its portion of the Distribution Amount received from the County in strict compliance with the CARES Act requirements and this Agreement, and any other applicable laws, regulations and rules, formal guidance from the U.S. Treasury Department, and the OMB Uniform Guidance for Federal Awards (2 CFR § 200). Because the CARES Act is recent legislation, the Parties anticipate that additional federal legislation, rules, regulations, and guidance from the U.S. Treasury Department may be promulgated regarding the expenditure and accounting requirements. The Local Government agrees to familiarize itself with, and shall adhere to, all current and subsequent legislation, rules, regulations, and guidance from the U.S. Treasury Department.

B. The Local Government shall maintain a complete set of books and records documenting its use of Funds under this Agreement. Records are to include relevant financial information such as bids, proposals, contracts, invoices, vouchers, receipts, payroll and time records as well as administrative records documenting the Local Government's determination that such expenditures are Eligible Expenses under the CARES Act. The Local Government shall provide full access to these books and records to the County, the U.S. Treasury Department, and the Office of Inspector General ("OIG"), so that compliance with the CARES Act and other applicable laws and regulations can be monitored, audited, and confirmed. During the term of this Agreement, the County will monitor the use of Funds distributed to the Local Government through reporting, site visits, regular contact, or other means to provide reasonable assurance of compliance with laws, regulations, and the provisions of the CARES Act. All records pertaining to the use of Funds under this Agreement are to be maintained for five (5) years from December 30, 2020.

C. The Parties anticipate that the Office of Inspector General (“OIG”) will audit the use of Coronavirus Relief Funds beginning in January 2021, or thereafter. In anticipation of the upcoming audit, the Local Government agrees to provide to any additional documentation required to respond to such audit.

D. If the federal government imposes additional documentation requirements on the County, the Local Government agrees to timely provide to the County all information and documentation necessary for the County’s compliance with such requirements as related to the Distribution Amount.

E. None of the reporting requirements herein are intended to shift the responsibility of the Local Government for ensuring that each dollar of its requests for reimbursement or advances were spent in compliance with the CARES Act and this Agreement. The County assumes no responsibility for oversight or management of the Local Government’s spending and requires the above reporting to ensure the County has sufficient documentation for the OIG audit. In the event the OIG, U.S. Treasury Department, or any other federal agency/division determines that the Local Government spent its Distribution Amount on, or was reimbursed by the County for any ineligible expenses, or that the expenditure or use of Funds was otherwise unlawful, the Local Government acknowledges and agrees that it is solely responsible for any required recoupment/repayment of those Funds.

5. Audit. In the event of an audit or other investigation or review by the U.S. Treasury Department, or other federal agency/division, of the use of any Coronavirus Relief Funds provided by the County, the Local Government shall, at its own costs, provide documentation and defend the Local Government’s use of the Funds. The Local Government agrees to provide the County, upon request, a copy of any audit reports pertaining to its use of Funds under this Agreement. In the event that the U.S. Treasury or other federal agency/division finds that the Local Government’s use of Funds was not authorized by the CARES Act or this Agreement, or that the Local Government received reimbursement of Funds from the County to cover expenditures that are not Eligible Expenses or was otherwise in violation of the CARES Act, or was otherwise unlawful, the Local Government acknowledges and agrees that it shall be solely responsible for paying/refunding/reimbursing the amount of such Funds to the County, along with any interest and costs owed on such amount. The County shall then pay the amount of such Funds, and interest and costs, received from the Local Government to the U.S. Treasury or other federal agency/division. In the event the Local Government fails to comply with its obligation to pay/refund/reimburse Funds as set forth above, in addition to any other remedy that the County may have available, the County may withhold any funds collected by the County that would be owed to the District as a set off to make any required payments/refunds/reimbursements to the U. S. Treasury or other federal agency/division, or to cover any amounts expended by the County for such purpose. The Local Government further acknowledges and agrees that, if the expenditure of Federal awards by the Local Government meets or exceeds \$750,000 during the fiscal year 2020, it shall perform audits as required by the OMB Uniform Guidance per §200.501.

6. **Representatives.** The County's primary representative and contact for matters pertaining to this Agreement shall be Benjamin Swanekamp, Benjamin.Swanekamp@erie.gov, Deputy Erie County Budget Director. The Local Government's primary representative and contact for matters pertaining to this Agreement shall be JAMES BACH.

7. **Compliance with Laws.** The Local Government shall comply with the Cares Act and any other applicable federal, state, and local laws, regulations and rules.

8. **Indemnification.** To the extent permitted by law, the Local Government shall indemnify the County and its elected and appointed officials, officers, employees, and agents from and against any and all losses, damages, liabilities, claims, suits, actions, or awards, including costs, expenses, and attorney's fees, incurred or occasioned as a result of the acts or omissions of the Local Government, or its elected officials, employees, agents, or subcontractors arising out of or in any way connected with the performance of this Agreement. The Local Government's obligation to indemnify pursuant to this paragraph shall survive the termination of this Agreement.

9. **Hold Harmless.** The Local Government agrees that in the event the Local Government (or anyone acting on its behalf) fails to perform the terms of the Agreement or is found to use any Funds received on ineligible expenses, or found to have been reimbursed for ineligible expenses, under the CARES Act and/or other applicable law, the Local Government agrees to hold the County harmless for any damages suffered as a result thereof. The Local Government also agrees to pay any actions, claims, lawsuits, damages, charges, or judgments whatsoever that arise out of the Local Government's performance or nonperformance under this Agreement, including the costs and reasonable attorneys' fees incurred by the County in the defense thereof.

10. **Term.** This Agreement begins as of the date of the last signature finally executing the Agreement and shall expire on December 31, 2020. Notwithstanding anything herein to the contrary, the Parties understand and agree that all terms and conditions of this Agreement that may require continued performance or compliance beyond the termination date of this Agreement, including, without limitation, Sections 2-5 and 8-10 of this Agreement, shall survive such termination date and shall be enforceable as provided herein in the event of a failure by a party to perform or to comply under this Agreement.

11. **Miscellaneous Provisions.**

A. Assignment. No Party shall have the right and authority to assign any of the obligations associated with this Agreement to another Party.

B. Successors and Assigns. Except as herein otherwise provided, this Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

C. No Third-Party Beneficiaries. It is expressly understood and agreed that the enforcement of this Agreement and all rights of action relating thereto shall be strictly reserved

to the County and the Local Government. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person.

D. Severability. Should any one or more provisions of this Agreement be determined to be illegal or unenforceable, all other provisions nevertheless shall remain effective; provided, however, the parties shall forthwith enter into good faith negotiations and proceed with due diligence to draft a provision that will achieve the original intent of the parties hereunder.

E. Laws and Venue. This Agreement shall be governed by, and shall be construed in accordance with, the laws of the State of New York. Venue for the trial of any action arising out of any dispute hereunder shall be the County of Erie, pursuant to the appropriate rules of civil procedure.

F. Appropriation. Notwithstanding any other term, condition, or provision herein, each and every obligation of the Parties stated in this Agreement is subject to the requirement of a prior appropriation of funds therefor by the appropriate governing body of the Local Government and/or the County.

G. Notices. Notices to be provided under this Agreement shall be given in writing and either delivered via e-mail, by hand or deposited in the United States mail with sufficient postage to the addresses set forth herein:

COUNTY: Benjamin Swanekamp, Deputy Budget Director Erie County
95 Franklin Street, 16th Floor
Buffalo, New York 14202

And

Erie County Attorney
95 Franklin Street Rm. 1634
Buffalo, New York 14202

LOCAL

GOVERNMENT:

JAMES BACH, SUPERVISOR
TOWN OF AURORA
300 GLEED AVE.
EAST AURORA, NY 14052

And

RON BENNETT, TOWN ATTORNEY
TOWN OF AURORA
300 GLEED AVE.
EAST AURORA, NY 14052

H. Modifications. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the County and the authorized signatories for the Local Government.

I. Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto. The parties agree that there have been no representations made regarding the subject matter hereof other than those, if any, contained herein, that this Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and further agree that the various promises and covenants contained herein are mutually agreed upon and are in consideration of one another.

J. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Electronic or facsimile delivery of a fully executed copy of the signature pages below shall constitute an effective and binding execution of this Agreement.

K. Authorization. The Parties hereto stipulate and represent that all procedures necessary to authorize the execution of this Agreement have been performed and that the persons signing for each Party have been authorized to do so.

L. Electronic Signatures. The Parties approve the use of electronic signatures for execution of this Agreement. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24 71.3 101 to -121.

IN WITNESS WHEREOF, the County and the Local Government have executed this Agreement as of the date(s) set forth below.

ATTEST:

_____ *LOCAL GOVERNMENT* _____

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

COUNTY OF ERIE:

By: _____

MARK POLONCARZ/MARIA WHYTE
County Executive/Deputy County Executive

Date: _____

APPROVED AS TO CONTENT:

By: -----electronically signed-----
Robert W Keating, Director
Erie County Division of Budget and Management

APPROVED AS TO FORM:

By: -----electronically signed-----
Gregory P Kammer,
Assistant Erie County Attorney

Date: _____ Doc# _____



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BUDGET TRANSFER REQUEST FORM

Please note the following guidelines:

- A shortage of **less than \$750 per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the **approval of the Supervisor**.
- A shortage of **\$750 or more per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the approval of the Town Board.
- A shortage of **any amount** can be satisfied with this form requesting a budget transfer(s) between lines which fall under the **responsibility of different Department Heads**. These will require the approval of the Town Board.
- Budget transfers must be made **PRIOR** to the expenditure.
- **All budget transfers must be submitted to the Supervisor's Office using this form.**

DEPARTMENT HEAD NAME (printed): Chris Musshafen

SIGNATURE: *Chris Musshafen*

DATE: 8/27/2020

1. \$ <u>2,800</u>	FROM: <u>A00-7140-0412-0000</u> ✓ <small>ACCT NO.</small>	<u>Day Camp Field Trips</u> ✓ <small>ACCT TITLE</small>	<u>\$2,800</u> ✓ <small>CURRENT BALANCE</small>
	TO: <u>A00-7140-0113-0000</u> ✓ <small>ACCT NO.</small>	<u>Day Camp Staff</u> <small>ACCT TITLE</small>	<u>(\$7,675.40)</u> ✓ <small>CURRENT BALANCE</small>
	REASON: <u>Additional staff needed for Day Camp during COVID-19</u>		
2. \$ <u>1,800</u>	FROM: <u>A00-7140-0413-0000</u> ✓ <small>ACCT NO.</small>	<u>Day Camp Bus Rental</u> <small>ACCT TITLE</small>	<u>\$1,800</u> ✓ <small>CURRENT BALANCE</small>
	TO: <u>A00-7140-0113-0000</u> ✓ <small>ACCT NO.</small>	<u>Day Camp Staff</u> <small>ACCT TITLE</small>	<u>(\$4,876.40)</u> ✓ <u>(4875.40)</u> ✓ <small>CURRENT BALANCE</small>
	REASON: <u>Additional staff needed for Day Camp during COVID-19</u>		
3. \$ <u>500</u>	FROM: <u>A00-7140-0400-0002</u> ✓ <small>ACCT NO.</small>	<u>Day Camp Supplies</u> <small>ACCT TITLE</small>	<u>\$536.89</u> ✓ <small>CURRENT BALANCE</small>
	TO: <u>a00-7140-0113-0000</u> ✓ <small>ACCT NO.</small>	<u>Day Camp Staff</u> <small>ACCT TITLE</small>	<u>(\$2,576.40)</u> ✓ <u>(3075.40)</u> ✓ <small>CURRENT BALANCE</small>
	REASON: <u>Additional staff needed for Day Camp during COVID-19</u>		
4. \$ <u>1,700</u>	FROM: <u>A00-7141-0100-0000</u> <small>ext here</small> ✓ <small>ACCT NO.</small>	<u>Tot Programs Payroll</u> <small>type text here</small> <small>ACCT TITLE</small>	<u>\$1,700.00</u> ✓ <small>CURRENT BALANCE</small>
	TO: <u>A00-7140-0113-0000</u> ✓ <small>ACCT NO.</small>	<u>Day Camp Staff</u> <small>ACCT TITLE</small>	<u>(\$876.40)</u> ✓ <u>(2575.40)</u> ✓ <small>CURRENT BALANCE</small>
	REASON: <u>Additional staff needed for Day Camp during COVID-19</u>		
5. \$ <u>(\$876.40)</u> <u>875.40</u>	FROM: <u>A00-7560-0411-0001</u> ✓ <small>ACCT NO.</small>	<u>Concerts Vendor</u> <small>ACCT TITLE</small>	<u>\$2,400</u> ✓ <small>CURRENT BALANCE</small>
	TO: <u>A00-7140-0113-0000</u> ✓ <small>ACCT NO.</small>	<u>Day Camp Staff</u> <small>ACCT TITLE</small>	<u>\$0.00</u> ✓ <small>CURRENT BALANCE</small>
	REASON: <u>Additional staff needed for Day Camp during COVID-19</u>		

APPROVALS:

SUPERVISOR SIGNATURE : _____

Date: _____

TOWN BOARD MEETING APPROVAL DATE: _____

Action #: _____



6P

BUDGET TRANSFER REQUEST FORM

Please note the following guidelines:

- A shortage of **less than \$750 per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the **approval of the Supervisor**.
- A shortage of **\$750 or more per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the approval of the Town Board.
- A shortage of **any amount** can be satisfied with this form requesting a budget transfer(s) between lines which fall under **the responsibility of different Department Heads**. These will require the approval of the Town Board.
- Budget transfers must be made PRIOR to the expenditure.
- **All budget transfers must be submitted to the Supervisor's Office using this form.**

Department Head Name (printed): David Gunner

Signature: [Signature] Date: 8/17/20

I am requesting the following budget transfer(s):

1. \$ 1,582 From (account number): DB 5112.433 Current Balance 2,1620.74
 To (account number): DB 5112.413 Current Balance \$ (1,582)
 Reason: Had rental equipment longer than expected

2. \$ 1,038.74 From (account number): DB 5112.433 Current Balance 1,038.74
 To (account number): DB 5110.433 Current Balance \$ 36,098.09
 Reason: Surplus will be used to pay for seasonal materials

3. \$ _____ From (account number): _____ Current Balance _____
 To (account number): _____ Current Balance _____
 Reason: _____

Approvals:

Supervisor Signature: _____ Date: _____
Town Board Approval Meeting Date: _____ Action #: _____

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PUBLIC NOTICE

30-DAY PERIOD FOR INCLUSION OF PREDOMINANTLY VIABLE AGRICULTURAL LANDS INTO EXISTING AGRICULTURAL DISTRICTS

Per New York State Agriculture and Markets Law Section 303-b, the Erie County Legislature designated September 1 through September 30 as the annual thirty-day period during which landowners may submit requests to include predominantly viable agricultural land into an existing certified agricultural district.

Copies of the application form have been provided to Municipal Clerks, Assessors, and Chief Elected Officials for distribution to interested landowners. The application is also available on the DEP website at www.erie.gov/agenrollment.

The Erie County Department of Environment and Planning will accept applications from September 1 through September 30. Any questions on this process should be directed to the Erie County Department of Environment and Planning.

A public hearing will also be scheduled at a later date to consider all inclusion requests and the recommendations of the Erie County Agricultural and Farmland Protection Board.

CONTACT:

Sarah Gatti, Senior Planner
Erie County Environment & Planning
95 Franklin Street, 10th Floor
Buffalo, NY 14202
Phone: (716) 858-6014
Fax: (716) 858-7248
Email: agriculture@erie.gov

AGRICULTURAL DISTRICT OPEN ENROLLMENT FORM

This form is to be completed by agricultural landowners who wish to request inclusion in an existing agricultural district. The information obtained from this form will be used by the County and State to determine the significance and viability of agriculture. (NYS Agriculture and Markets Law 25AA, §303-b)

REQUESTS WILL BE ACCEPTED FROM SEPTEMBER 1 TO SEPTEMBER 30.

**APPLICANTS MUST FILL OUT ALL APPLICABLE SECTIONS.
UNSIGNED APPLICATIONS WILL NOT BE CONSIDERED.**

PART I: LANDOWNER INFORMATION	
OWNER NAME:	PHONE:
ADDRESS:	ALT. PHONE:
CITY, ST, ZIP:	EMAIL:
RENTER CONTACT INFORMATION (IF APPLICABLE)	
RENTER NAME:	PHONE:
MAILING ADDRESS:	ALT. PHONE:
CITY, ST, ZIP:	EMAIL:

PART II: PROPERTY DESCRIPTION

Please describe the property proposed to be added to the Agricultural District and list the SBL (tax identification) numbers and the Town in which they are located for all parcels that you wish to be included in the Agricultural District Program. If you are unsure of your SBL numbers or whether or not a parcel is currently receiving an Agricultural Assessment, please check with your local assessor.

FARM DESCRIPTION

Total number of acres owned	
Total number of acres farmed/cropped	
Total number of acres rented (from another landowner as part of the subject farm)	
Did you file a Schedule F - Form 1040 (Profit or Loss From Farming) with last year's Federal taxes?	Y <input type="checkbox"/> N <input type="checkbox"/>
Annual gross income from agricultural operation	
Capital investment in agricultural operation over past 5 years: <i>(please check one)</i>	
<input type="checkbox"/> N/A (e.g. a proposed operation/start-up) <input type="checkbox"/> Below \$10,000 <input type="checkbox"/> \$10,000 - \$50,000 <input type="checkbox"/> Greater than \$50,000	

SBL Number (Tax ID)	Street Address	Town	Size (acres)	Agricultural Assessment (Y/N)
100.01-1-1.01	1 Sample Street	Anytown	10.2	No

PART III:**AGRICULTURAL BUSINESS DESCRIPTION**

Describe the business that is operated or will be operated on the parcel(s) proposed to be added to the Agricultural District.

Identify the operating status of the farm operation on the subject land

- Proposed/Start-up (If yes, please attach a "5-year business plan" and a "5-year financial projections plan")
- Existing/Established

CURRENT USE OF SUBJECT PARCEL(S) *Check all that apply*

AGRICULTURAL USE	ACRES (estimated)
<input type="checkbox"/> Dairy	
<input type="checkbox"/> Cash Crop (Grain)	
<input type="checkbox"/> Cash Crop (Vegetable)	
<input type="checkbox"/> Orchard/Vineyard	
<input type="checkbox"/> Livestock (other than dairy)	
<input type="checkbox"/> Poultry	
<input type="checkbox"/> Sugarbush/Maple	
<input type="checkbox"/> Horticultural Specialties/Christmas Tree	
<input type="checkbox"/> Aquaculture	
<input type="checkbox"/> Other	

PART IV:**SIGNATURE**

I attest that I am the legal owner of the above properties and that the above information is correct to the best of my knowledge and hereby officially request that my property, which is **predominantly viable agricultural land**, be included in the Agricultural District Program. I recognize that such land, once officially included in the Agricultural District Program, may not be removed from this program until the eight-year review period for the Agricultural District in which my land is placed. I understand that this is not an application for an agricultural tax assessment. I also acknowledge that this request is subject to a public hearing; review by the Erie County Agriculture and Farmland Protection Board; action by the Erie County Legislature; and certification by the NYS Department of Agriculture and Markets.

Property Owner _____ Date _____

PLEASE SEND COMPLETED REQUEST FORM TO:

Sarah Gatti, Senior Planner
 Erie County Department of Environment & Planning
 95 Franklin Street, 10th Floor, Buffalo, NY 14202

OR

agriculture@erie.gov

Questions? Contact Sarah Gatti at (716)858-6014 or sarah.gatti@erie.gov