

WS-1

4A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") made this _____ day of December, 2021 is between THE TOWN OF AURORA (hereinafter "Town") and THE EAST AURORA KIWANIS FOUNDATION, INC. (hereinafter "The Foundation"),

WHEREAS, the Town endeavors to provide accessible resources to all members of the community to enjoy the Town's parks and recreational facilities; and

WHEREAS, the Foundation is a Not-for-Profit Corporation organized and existing pursuant to the laws of the State of New York and provides services to the community including, inter-alia, through its constituent club, the East Aurora Aktion Club, which club was established to provide its members, who are challenged by developmental and physical disabilities, the opportunity to engage in physical activity in a supported and enjoyable environment; and

WHEREAS, the Foundation desires to provide funding to the Town to make improvements to two Town baseball diamonds at the Town park located at 690 South Street, East Aurora, New York in order to improve the accessibility and safety of the baseball diamonds for players of baseball and softball who are challenged by developmental and physical disabilities (the baseball fields improvement project); and

WHEREAS, the Foundation intends to solicit grants and donations from various organizations in the general community to obtain funding to donate to the Town to complete the baseball fields improvement project; and

WHEREAS, the Town is willing to complete the baseball fields improvement project for the benefit of the Town community provided sufficient funds are gifted to the Town from the Foundation.

NOW, THEREFORE, THE TOWN AND THE FOUNDATION HEREBY AGREE AS FOLLOWS:

1. The Foundation shall gift funds to the Town for the specific purpose of constructing and completing a baseball fields improvement project. Such gift shall not be made until all funds needed to complete the project are available.
2. Funds, once gifted, shall be separately kept in an account by the Town until expended.
3. The Town shall not be obligated to undertake any efforts necessary to advance the baseball fields improvement project until all funds necessary to fully complete the project are gifted to the Town.
4. The Town shall not be obligated to expend any Town funds for this project. Any expenses incurred by the Town in the planning of or actual improvement of the baseball fields improvement project shall be reimbursed to the Town from the gifted funds.
5. The Town and the Foundation shall collaborate on the plans and specifications for the baseball fields improvement project. All final decisions shall be the sole province of the Town.
6. Construction and installation of all improvements shall be solely under Town supervision and direction.
7. Upon completion of the baseball fields improvement project any such improvements are exclusively Town property to be used as the Town authorizes and directs.
8. This Memorandum of Understanding shall continue until either party, at any time, provides written notice of its intent to withdraw from this Memorandum of Understanding. Such written notice to the Town shall be sent to the Town's offices at 575 Oakwood Avenue, East Aurora, New York 14052 and to the East Aurora Kiwanis Foundation, Inc. at PO Box 712, East Aurora, New York 14052.

Dated: December _____, 2021

By: _____
JAMES BACH, Supervisor
Town of Aurora

Dated: December _____, 2021

By: _____
ROBERT RUFFNER, President
East Aurora Kiwanis Foundation, Inc.

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AGREEMENT FOR SERVICE

This Agreement For Service (the "Agreement") is entered into by and between **Lundberg Enterprise, LLC dba Praesidium**, its applicable subsidiaries and affiliated companies, and the undersigned ("Client"). Affiliate shall mean any business entity that controls, is controlled by or is under common control with a party.

This agreement for service is made and entered into the _____ day of _____, 20____, by and between **Lundberg Enterprise, LLC dba Praesidium** and _____ (hereinafter called "Client").

BUSINESS/ORGANIZATION INFORMATION

Legal Business/ Organization Name			
Doing Business As (DBA)			
Business Address (Street) <i>PO box or residential address not permitted</i>			
City	State	Zip Code	Country
Main Phone Number	Main Fax Number	Business Website	
Tax Identification Number (EIN)			

ADMINISTRATIVE CONTACT

Authorized to administer your account, view invoicing details, activate/deactivate other users, establish permissions, order and receive background reports, etc.

First Name	Last Name	Title
Phone Number		Fax Number
Email Address		Confirm Email Address

GENERAL CONTACT 1 (optional)

Authorized to order and receive background reports only.

First Name	Last Name	Title
Phone Number		Fax Number
Email Address		Confirm Email Address

GENERAL CONTACT 2 (optional)

First Name	Last Name	Title
Phone Number		Fax Number
Email Address		Confirm Email Address

To authorize additional users, contact Client Support at bgcheckservice@praesidiuminc.com

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BILLING CONTACT

First Name	Last Name	Title
Phone Number		Fax Number
Email Address		Confirm Email Address

PAYMENT INFORMATION

A credit card is required to secure your account. We accept Visa, MasterCard, and American Express. Praesidium may, at its sole discretion, extend NET-30 invoicing privileges, subject to Praesidium's credit policy and procedures. Additional Information may be required.

Cardholder Name (as it appears on the credit card)		
Card Number	Expiration Date	CVN Code
Address the credit card statement is mailed to		
City	State	Zip
Send copy of receipt to the following email address:		

AUTHORIZED SIGNATORY

Person legally authorized to sign contracts/agreements on behalf of your organization, may be the same as a contact above.

First Name	Last Name	Title
Organization Name		
Phone Number	Fax Number	
Email Address		

HOW DID YOU HEAR ABOUT PRAESIDIUM? (Check all that apply)

- | | |
|--|---|
| <input type="checkbox"/> Current Client | <input type="checkbox"/> Word of Mouth |
| <input type="checkbox"/> Insurance Company | <input type="checkbox"/> Media/Advertisement |
| <input type="checkbox"/> Referral from _____ | <input type="checkbox"/> Conference/Tradeshaw |
| <input type="checkbox"/> Other _____ | <input type="checkbox"/> Website/Social Media |

Email completed form and required documents to bgcheckservice@praesidiuminc.com or fax to 817.261.7864. If you have any questions, please contact us at bgcheckservice@praesidiuminc.com or call Client Services at 800-743-6354.

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TERMS OF SERVICE

1. General Background.

Client plans to order Consumer Reports and/or Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act (“FCRA”) (collectively “Reports”) from Praesidium. Praesidium and Client desire to further define the terms under which Praesidium will provide Reports to Client. This Agreement sets forth the terms by which Reports, and related services shall be provided by Praesidium to Client.

2. Client’s General Certification of Legal Compliance

Client certifies to Praesidium that the Reports it receives will not be used in violation of any applicable federal, state or local laws, including, but not limited to the Fair Credit Reporting Act and Title VII of the Civil Rights Act of 1964. Client accepts full responsibility for complying with all such laws and for using the Reports it receives from Praesidium in a legally acceptable fashion.

3. Client’s Certification of Fair Credit Reporting Act (FCRA) Permissible Purpose(s)

Client hereby certifies that all of its orders for Reports from Praesidium shall be made, and the resulting Reports shall be used, for the following permissible purpose(s) under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, only:

(Please check all that apply)

<input type="checkbox"/>	For an “employment purpose,” but only upon the express written consent of any person that will be screened. See 15 U.S.C §1681b(a)(3)(B).
<input type="checkbox"/>	For another purpose, but only upon the express written consent of any person that will be screened. See 15 U.S.C. §1681b(a)(2).

4. Additional Legal Certifications For Employment-Related Reports

Client understands that various legal requirements apply if/when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for employment purposes.

- A. **Disclosure.** Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous “disclosure” in writing to the individual about whom the Report will be run (“the Consumer”). The “disclosure” shall explain that a Consumer Report may be procured for employment purposes. The “disclosure” shall not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.
- B. **State Law Notifications.** Client certifies that before ordering a Report from Praesidium, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate

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that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.

- C. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- D. **EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by Praesidium in violation of any applicable federal or state equal employment opportunity law or regulation.
- E. **Adverse Action Procedures.** Client certifies that before adverse action based in part or whole on a Report from Praesidium, it shall follow all legally required “pre-adverse action” procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by Praesidium, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled “A Summary of Your Rights Under the Fair Credit Reporting Act,” and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the pre-adverse action communication described above, Client shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, Praesidium, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, Client will afford Praesidium the legally allowed time to resolve the dispute before deciding whether to take adverse action.
- F. **Certifications Associated With Each Order.** By having Praesidium prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Client (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by Praesidium will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Client will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having Praesidium prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any Report received by Client from Praesidium, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Cal. Civ. Code § 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

5. **Additional Legal Certifications For Non-Employment Reports.**

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Client understands that various legal requirements apply if/when it orders Reports for reasons other than employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for non-employment purposes.

- A. **Federal, State, and Local Law Notifications.** Client certifies that before ordering a Report from Praesidium for non-employment purposes, it shall also provide any necessary notifications under applicable federal, state, and local law to the Consumer. Client understands that various states, including, but not limited to, California, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
- B. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report from Praesidium, the Consumer shall authorize in writing the procurement of such Report. Consent paperwork shall appropriately inform the Consumer of the reason for the Praesidium check and the nature of such check, in compliance with the FCRA.
- C. **Post-Adverse Action Procedures.** If Client decides to take adverse action based upon a Report provided by Praesidium, it shall issue to the Consumer notice of any adverse action taken based in part or whole on a Report, including the statutorily required notice identified in the Fair Credit Reporting Act. Among other things, such notice shall include: (1) the name, address, and telephone number of the consumer reporting agency, Praesidium, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency.

6. **Additional Commitments For Reports Containing Certain Types Of Information.**

- A. **Investigative Consumer Report Information.** If Client chooses to order Investigative Consumer Reports (i.e., certain interview-based reports), it certifies that it shall comply with all legal requirements pertaining to Investigative Consumer Reports. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having Praesidium prepare an Investigative Consumer Report for Client, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by a consumer for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure shall be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is later.
- B. **Credit History Information.** If Client chooses to order credit reports from Praesidium, it certifies

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the following:

1. If Client is an employer, Client understands that at least ten (10) states and certain municipalities impose requirements and/or restrictions on employers intending to use credit reports for employment purposes. For example, Nevada and Illinois only permit employers to consider credit reports if the Consumer is working or will be working in a certain capacity. Likewise, states such as California and Colorado require that Consumers receive certain additional notifications before a credit check for employment purposes is conducted. Client will comply with all applicable legal requirements and restrictions pertaining to credit checks.
2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
 - a. Client certifies that it is NOT one of the following types of businesses: private detectives, private detective agencies, private investigative companies, bail bondsmen, attorneys, law firms, credit counseling firms, security services, members of the media, resellers, financial counseling firms, credit repair clinics, pawn shops (except companies that do only Title pawn), check cashing companies (except companies that do only loans, no check cashing), genealogical or heir research firms, dating services, massage or tattoo services, businesses that operate out of an apartment, individuals seeking information for their own private use, adult entertainment services of any kind, companies that locate missing children, companies that handle third party repossession, companies seeking information in connection with time shares, subscriptions companies, individuals involved in spiritual counseling or persons or entities that are not an Client or decision maker.
 - b. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.
 - c. Client shall permit a physical site inspection of its premises. The cost for the site inspection will be billed to Client. Praesidium will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
 - d. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; Client shall also inform all employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.
 - e. To the extent Client is eligible to receive credit scores ("Scores"), Client shall only do so for its own exclusive use. Client may store Scores solely for Client's own use in furtherance of Client's original purpose for obtaining the Scores. Client shall not use the Scores for model development or model calibration and shall not reverse engineer the Score. All Scores provided hereunder shall be held in strict confidence by Client and may never be sold, licensed, copied, reused, disclosed, reproduced, revealed or made accessible, in whole or in part, to any person, except (i) to those employees of Client with a need to know and in the course of their employment; (ii) to those third party processing agents and other contractors of Client who have executed an agreement that limits the use of the Scores by the third party only to the use permitted to Client and contains the prohibitions set forth herein regarding model

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development, model calibration, reverse engineering and confidentiality; (iii) when accompanied by the corresponding reason codes, to the consumer who is the subject of the Score; (iv) to government regulatory agencies; or (v) as required by law. Moreover, unless otherwise explicitly authorized in an agreement between Praesidium and Client for Scores obtained from a credit bureau, or as explicitly otherwise authorized in advance and in writing by a credit bureau through Praesidium, Client shall not disclose to consumers or any third party any or all such scores provided under this Agreement, unless required by law.

- f. Client shall release and indemnify the credit bureau from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this agreement.
- g. Clients shall provide the information identified in Exhibit A to Praesidium before receiving any Reports containing credit history information.
- h. Client shall comply with any other requirement imposed by a credit bureau, so long as Praesidium makes Client aware of such a requirement.

C. Criminal History Information. Praesidium recommends that Client screen consumers at the county, state, and federal level, as well as using federal and multi-state/nationwide databases. Client understands that Praesidium cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible "hit" and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants'/employees' criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.

D. Moving Violation Reports (MVRs) and Driving Records. Client hereby certifies that Moving Violation Reports and/or Driving Records (MVRs) shall only be ordered in strict compliance with the Driver Privacy Protection Act ("DPPA", at 18 U.S.C. § 2721 et seq.) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the consumer to obtain "driving records," evidence of which shall be transmitted to Praesidium in the form of the consumer's signed release authorization form. Client shall not transmit any data contained in the resulting MVR via unsecured means.

E. The Work Number. Client acknowledges that special requirements are imposed by Talk Corporation before access to "The Work Number" may be provided by Praesidium. If Client chooses to order such information from Praesidium, Client agrees to comply with the terms for "Subscribers" identified on Exhibit B to this Agreement.

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7. No Legal Advice.

Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Client understands and acknowledges that Praesidium is not a law firm and does not provide legal advice in connection with Praesidium's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by Praesidium's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by Praesidium. Client understands that sample forms or documents made available by Praesidium to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of Praesidium's sample documents or processes—including any process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use Praesidium's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of Praesidium), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes. Client shall indemnify and hold harmless Praesidium, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Client's use of sample forms, sample documents, or processes made available by Praesidium.

8. Scope of Information Provided.

Praesidium shall seek out and deliver information consistent with the service descriptions set forth on its website at <https://website.praesidiuminc.com/wp/> at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with Praesidium. Client also understands that it will not receive information from Praesidium that falls outside of a requested search, and that it will not receive information that Praesidium determines—in its sole discretion—to be unreportable under applicable law.

9. Recurring Checks.

If Client orders recurring background checks on certain individuals (e.g., a new report every month, quarter, six months, or year), Client certifies that it shall ensure that it remains legally permitted to receive such Reports, that it has all necessary consent paperwork in place to receive such Reports, and that it will obtain and use such Reports solely in compliance with applicable law. Client shall also immediately update Praesidium if a Consumer is no longer eligible to be subject to recurring background checks (e.g., the Consumer separated employment).

10. Security.

Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to take appropriate steps to preserve the security of the information being provided pursuant to this Agreement, including but not limited to complying with the requirements identified on Exhibit C.

11. Audit.

Client agrees to allow Praesidium to audit its records at any time, upon reasonable notice given. Breaches of this Agreement and/or violations of applicable law discovered by may Praesidium result in immediate suspension and/or termination of the account, legal action and/or referral to federal or state regulatory agencies.

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12. Fees.

Client shall pay Praesidium for its services at its then-current rates. 3rd Party fees may be incurred in preparing Reports (e.g., charges incurred accessing court records) and shall be passed on to Client for reimbursement at cost. Client shall pay all invoiced 3rd Party fees as well.

13. Payment Terms.

Payment terms are net 30 days from the date of invoice by Praesidium. All overdue payments are subject to interest charges of one and one-half percent (1.5%) per month or portion thereof from the due date until the date of payment, as allowed by law. Invoices will be considered correct and approved unless disputed by Client within 21 days of date printed on invoice. Should Client fail to make timely payments, Praesidium reserves the right to suspend Client's access to background screening tools and information. Client is liable for all legal and collection costs, including Praesidium's attorney's fees, in the event that its account becomes delinquent and Praesidium pursues Client for payment, either through a third-party collection agency or on its own.

14. Term and Termination.

- A. **Termination by Client.** Client may terminate this Agreement for convenience at any time by giving thirty days' written notice to Praesidium, without assigning any reason for the termination.
- B. **Termination by Praesidium.** Praesidium may terminate this Agreement for convenience at any time by giving thirty days' written notice to the Client, without assigning any reason for the termination. In addition, Praesidium may terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, Praesidium may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.
- C. **Fees Payable Upon Termination.** If Client terminates this Agreement, any and all unpaid fees will become immediately due. If Praesidium terminates this Agreement, any and all unpaid fees earned up to the effective date of termination but not yet paid to Praesidium will become immediately due and payable to Praesidium.
- D. **Use and Access Upon Termination.** Immediately upon termination of this Agreement, for any reason, Client shall discontinue accessing and using any Reports provided by Praesidium pursuant to this Agreement.

15. Disclaimer of Warranties and Limitation of Liability.

Background checks are an important part of any company's security and safety programs. Nevertheless, Praesidium cannot and does not guarantee that its services will eliminate any threat of violence, theft, sexual abuse, poor performance, or other problems in the workplace.

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PRAESIDIUM SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS, AND WARRANTIES, WHETHER EXPRESSED OR IMPLIED, ARISING BY STATUTE, OPERATION OF LAW, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PRAESIDIUM'S SERVICES TO BE PROVIDED, ACCESSED, USED OR DELIVERED PURSUANT TO THIS AGREEMENT. PRAESIDIUM PROVIDES ANY AND ALL INFORMATION, SERVICES, AND REPORTS TO CLIENT "AS IS."

In no event will Praesidium be liable for any punitive, incidental, special or consequential damages in any action arising from or related to this Agreement and/or arising from information or services provided by Praesidium. This includes, but is not limited to, damages resulting from the loss of profits, income, business or goodwill. This limitation applies regardless of whether Praesidium has been advised of the possibility of such damages.

The total amount of damages recoverable from Praesidium by Client in any lawsuit or legal matter shall not exceed, in the aggregate, the amount paid by Client to Praesidium in the 12 months leading up to the event giving rise to liability. Client understands that the prices offered to Client are premised on this cap on liability.

16. Indemnification.

Client agrees to indemnify, defend, and hold harmless Praesidium, its successors and assigns, officers, directors, employees, agents, vendors, suppliers, and insurers from any and all third-party claims, actions or liabilities (including attorneys' fees and other costs) arising from or with respect to: (i) any breach by Client of this Agreement or the representations, certifications or warranties made hereunder, (ii) Client's violation of applicable laws or ordinances, or (iii) Client's negligence, misconduct, recklessness, errors or omissions.

17. Miscellaneous.

- A. **Receipt of Governmental Notices.** Client hereby acknowledges that it has received a copy of the Notice of Users of Consumer Reports (Exhibit D) and Summary of Rights (Exhibit E).
- B. **Independent Contractor Status.** The Parties agree that Praesidium is an independent contractor under this Agreement and will in no way be considered to be an agent, partner, joint venturer, or employee of Client.
- C. **Force Majeure.** Client agrees that Praesidium is not responsible for any events or circumstances beyond its control (e.g., including but not limited to pandemic, war, riots, embargoes, strikes and/or Acts of God) that prevent Praesidium from meeting its obligations under this Agreement.
- D. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflicts of law provisions.
- E. **Cumulative Relief.** All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.
- F. **Counterparts.** This Agreement may be executed in several counterparts and each such counterpart will be deemed an original copy of this Agreement when so executed and the counterparts will, when taken together, constitute and be one and the same instrument.
- G. **Assignment.** The Client may not assign this Agreement without the prior written consent of Praesidium.

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- H. **Entire Agreement.** This Agreement, including any addenda and exhibits, is binding between the Parties, constitutes the entire understanding between the Parties regarding the subject matter of the Agreement, and supersedes all prior or contemporaneous statements, understandings and contracts, whether oral or written, between the Parties with respect to the subject matter of this Agreement.
- I. **Severability.** If any provision of this Agreement, or the application thereof to any person or circumstance, shall be held invalid or unenforceable under any applicable law, such invalidity or unenforceability shall not affect the other provisions of this Agreement that can be given effect without the invalid or unenforceable provision, or the application of such provision to other persons or circumstances, and, to this end, the provisions hereof are severable. In all instances, the Agreement shall be given the maximum possible effect.
- J. **Amendment.** This Agreement may be modified or amended only by an instrument in writing and signed by all the Parties to this Agreement.
- K. **Disputes/Venue.** Should a dispute arise between the parties to this Agreement the parties agree to negotiate in good faith a resolution of the dispute. In the event the dispute cannot be resolved by negotiation, the parties agree to mediate the dispute with an impartial mediator acceptable to all parties. Only after unsuccessful mediation may either party file suit against the other for an alleged breach of this Agreement. Venue for all actions arising under or related in any way to this Agreement shall be in the appropriate federal or state court covering Tarrant County, Texas. Both parties agree that personal jurisdiction exists in Texas and waive any arguments to the contrary.

I certify that I am authorized to execute this Agreement on behalf of the company listed below. Further, I certify on behalf of such company, that the above statements are true and correct and agree for the company to the terms and conditions set forth in the Agreement.

PRAESIDIUM

CLIENT

Signature _____

Signature _____

By Aaron K. Lundberg, MSW

By Kathleen Moffat

Its: President and CEO

Its: _____

Date: _____

Date: _____

Address: _____

E-mail: _____

Telephone: _____

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EXHIBIT A

DOCUMENTS REQUIRED BEFORE REQUESTING CREDIT REPORT INFORMATION

Before Client will be allowed to access credit report information, Praesidium requires that Client provide one (1) of the following (if Client is not publicly traded):

1. Business license status from a government web site (please include entire web page print out);
2. Business license, copy or documented verification;
3. Documented corporation verification with state or federal government;
4. Copy of Articles of Incorporation with proof of filing;
5. State and/or federal tax records originating from the state or federal government;
6. FDIC Certification; or
7. 501(c)(3) certificate for non-profit originations.

If Client is a publicly traded company, the following items are acceptable methods for verifying that the Client is a bona fide entity:

1. Documentation of ticker symbol information from trading website;
2. Certified copy of audited annual or quarterly statements submitted to the SEC.

WS-3

4C-1
+
4C-2

TOWN OF AURORA
LOCAL LAW INTRO ___ - 2021
LOCAL LAW ___ - 2021

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 ESTABLISH A MORATORIUM ON CERTAIN DEVELOPMENT IN ZONING DISTRICTS B-1, B-2 and I.

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

SECTION 1. LEGISLATIVE INTENT

This Local Law amends a prior Local Law known as “The Town of Aurora Code” adopted by the Town of Aurora on January 22, 1990, as amended, relating to the administrative, legislative and general legislation of Codes within the Town of Aurora as therein set forth.

SECTION 2. PURPOSE

The Town Board of the Town of Aurora has under review regulations in regard to development in B1, B2 and I Zoning Districts within the Town of Aurora. It is acknowledged that Local Law No. 1-2021 previously established a six (6) month moratorium, and the Town Board previously enacted a three-month extension to the moratorium applicable to the use of land and development in B1, B2 and I Zoning Districts in the Town. Members of the Town Board, Planning Board and others have had numerous sessions reviewing the proposed code together with support of the Town Planning Board. The Town Board of the Town of Aurora finds it prudent and necessary to enact a further extension to a moratorium applicable to the use of land and development in B1, B2 and I Zoning Districts in the Town. This moratorium extension is intended to ensure that no approvals for such land use application be granted or permitted until this Board can complete its planning studies and has had an opportunity to consider and enact

appropriate regulations and/or appropriate amendments to existing laws. It is anticipated that the required code revisions shall be under consideration by the Town Board within the time-frame of the additional three (3) month moratorium.

SECTION 3. AUTHORITY

This Local Law is enacted pursuant to the provisions of Article 16 of the New York Town Law and Section 10 of the New York Municipal Home Rule Law.

SECTION 4. MORATORIUM AND DURATION

The Town Board of the Aurora hereby declares a second three (3) month moratorium extension on the use of land and development in B1, B2 and I Zoning Districts within the Town in accordance with the directives of Local Law 1 - 2021.

SECTION 5. SEVERABILITY

The invalidity of any word, section, clause, paragraph, sentence, or part or provision of this Local Law shall not affect the validity of any other part of this Local Law which shall be given effect.

SECTION 6. EFFECTIVE DATE

This Local Law shall become effective immediately upon the adoption by the Town of Aurora Town Board and filing with the New York Secretary of State.

4C-1

THE FOLLOWING RESOLUTION WAS OFFERED BY
COUNCIL _____, WHO MOVED
IT'S ADOPTION, SECONDED BY COUNCIL _____,
TO WIT

A RESOLUTION RELATING TO THE STATE ENVIRONMENTAL
QUALITY REVIEW PROCESS

WHEREAS, the Town Board of the Town of Aurora is considering adopting a Local Law to extend a Moratorium previously adopted in Local Law 1-2021 of the Town of Aurora; and

WHEREAS, the Town Board of the Town of Aurora is duly qualified to act as lead agency for environmental review of certain actions undertaken by local government;

NOW, THEREFORE, BE IT,

RESOLVED, that the Town Board of the Town of Aurora hereby declares itself as Lead Agency for SEQRA review purposes and hereby determines that the proposed action is a Type II action and that no further environmental review is required.

DULY ADOPTED, this _____ day of _____, 2021, by the following vote:

Supervisor Bach	Voted _____
Councilman Snyder	Voted _____
Councilwoman Jeffe	Voted _____
Councilwoman Friess	Voted _____
Councilman Wochensky	Voted _____

4C-2

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that a public hearing will be held by the Town Board of the Town of Aurora on the 27th day of December, 2021 at 11:00 a.m. at the Aurora Municipal Center located at 575 Oakwood Avenue, East Aurora, New York, 14052, at which hearing parties and interested citizens shall have an opportunity to be heard on a Local Law establishing an additional three month moratorium extension for the use of land and development in B1, B2 and I Zoning Districts within the Town.

All interested parties are entitled to be heard upon the extension of a moratorium on the use of land and development in B1, B2 and I Zoning Districts at such public hearing.

By Order of the Town Board of the Town of Aurora

Dated: December 13, 2021

Martha L. Librock
Town Clerk
Town of Aurora

WS-4 | 5A-1

Resolution Granting the State of New York Authority to Perform the Adjustment for the Owner and Agreeing to Maintain Facilities Adjusted Via State-let Contract

RESOLUTION

Resolution # _____

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, or improvement of **Intersection Reconstruction at NY 400 (Aurora Expressway), SH#68-7 and NY 16 (Olean Road), SH#5317 & 5453 & Pavement Resurfacing on NY 400 (Aurora Expressway) from US 20A to NY 16** in the **Town of Aurora** located in **Erie** county, PIN **5392.46, D264713**, and

WHEREAS, the State will include as part of the construction, reconstruction, or improvement of the above mentioned project the **installation of a new lighting system** pursuant to Section 10, Subdivision 24, of the State Highway Law, as shown on the contract plans relating to the project and meeting the requirements of the owner, and

WHEREAS, the service life of the relocated and or replaced utilities has not been extended, and

WHEREAS, the State will provide for the reconstruction of the above mentioned work, as shown on the contract plans relating to the above mentioned project.

NOW, THEREFORE,

BE IT RESOLVED: That the **Town of Aurora** approves of the **installation of a new lighting system** and the above mentioned work performed on the project and shown on the contract plans relating to the project and that the **Town of Aurora** will maintain or cause to be maintained the adjusted facilities performed as above stated and as shown on the contract plans.

BE IT FURTHER RESOLVED: that **Aurora Town Supervisor James J. Bach** has the authority to sign, with the concurrence of the **Town Board**, any and all documentation that may become necessary as a result of this project as it relates to the **Town of Aurora**, and

BE IT FURTHER RESOLVED: That the clerk of the **Town of Aurora** is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

Moved By:
Seconded By:
Vote:

I, _____, duly appointed and qualified _____, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of _____, a quorum being present on the _____ day of _____, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this _____ day of _____

Martha L. Librock, Town Clerk

WS-4

5A-2

RESOLUTION ADOPTING THE "AGREEMENT FOR INSTALLATION, MAINTENANCE, REPAIR AND ENERGIZING OF LIGHTING SYSTEM FOR STATE HIGHWAY NY 400 (Aurora Expressway), SH#68-7 and NY 16 (Olean Road), SH#5317 & 5453."

RESOLUTION # _____

WHEREAS, the New York State Department of Transportation proposes the construction, reconstruction, and/or improvement of **Intersection Reconstruction at NY 400 (Aurora Expressway), SH#68-7 and NY 16 (Olean Road), SH#5317 & 5453 & Pavement Resurfacing on NY 400 (Aurora Expressway) from US 20A to NY 16** in the **Town of Aurora** located in Erie county, PIN 5392.46, D264713, and

NOW, THEREFORE,

BE IT RESOLVED: That the **Town of Aurora** approves of the Agreement for Installation, Maintenance, Repair and Energizing of Lighting System for State Highway **NY 400 (Aurora Expressway), SH#68-7 and NY 16 (Olean Road), SH#5317 & 5453.**

BE IT FURTHER RESOLVED: that **Aurora Town Supervisor James J. Bach** has the authority to sign, with the concurrence of the **Town Board**, this agreement, and

BE IT FURTHER RESOLVED: That the clerk of the **Town of Aurora** is hereby directed to transmit five (5) certified copies of the foregoing resolution to the New York State Department of Transportation.

Moved By:
Seconded By:
Vote:

I, _____, duly appointed and qualified _____, do hereby CERTIFY that the foregoing resolution was adopted at a meeting duly called and held in the office of _____, a quorum being present on the ___ day of _____, and that said copy is a true, correct and compared copy of the original resolution so adopted and that the same has not been revoked or rescinded.

WITNESSETH, my hand and seal this ___ day of _____

Martha L. Librock, Town Clerk

WS-5

5B

TOWN OF AURORA

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

MEMO

TO: Supervisor Bach, and Town Council Members

FROM: Elizabeth Cassidy, Code Enforcement Officer

DATE: November 30, 2021

Attached is a Special Use Permit for the property at 612 Buffalo Rd, formerly the American Grille. The property in question has been a restaurant since at least the 1970s. Mr. Benjamin Bell has submitted this application to reopen a restaurant. The application does not require a site plan approval because there are no changes proposed that would require a building permit and as a result is not subject to the current moratorium. A sign permit will be required.

As per Town Code section 116-41A, the Town Board will review the application and may take one of the following actions:

- 1-Take no action
- 2-Request the applicant modify the application and resubmit
- 3-Request that the applicant submit an application for site plan review to be made in tandem
- 4-Refer the application to the Planning Board for review and recommendation.

I did discuss this submittal with the Town Attorney, and he agreed with my understanding of the moratorium and that Mr. Bell is able to submit the application.

Liz Cassidy



Town of Aurora Town Board
300 Glead Avenue, East Aurora, New York 14052

Special Use Permit Application Form

I. PROJECT INFORMATION (Applicant/Petitioner):

Business/Project Name: Angelina's

Business/Project Address: 612 Buffalo Road, East Aurora, NY 14052

Applicant Name: Benjamin Bell

Mailing Address: 25 Julius Street

City Buffalo State NY ZIP 14220

Phone _____ Fax _____ Email _____@yahoo.com

Interest in the property (as owner/purchaser/developer) Tenant/Operator

II. PROPERTY OWNER INFORMATION (If different than Applicant AND the Owner does not sign below, please submit and original, notarized "Owner Authorization" form - attached):

Property Owner(s) Name(s) 612 Buffalo 1033, LLC

If a corporate, please name a responsible party/designated officer: Jordan Litwiniak

Address 2730 Transit Road, West Seneca, NY 14224

City West Seneca State NY ZIP 14224

Phone _____ Fax _____ Email jlitwiniak@regerholdings.com

III. SPECIAL USE AND PROPERTY INFORMATION:

Property Address 612 Buffalo Road, East Aurora, NY 14052

SBL# 164.00-1-14

Describe Special Use requested (use additional pages if needed): Restaurant and Bar Uses

Property size in acres 1.46 Property Frontage in feet 261

Zoning District I _____ Surrounding Zoning I, B-1, R-1, R-R

Current Use of Property Vacant Restaurant

Size of existing building(s): 8,000 sf Size of proposed building(s) NA sf

Present/Prior tenant/use: Restaurant and Bar

Parking spaces: Existing: 150 Proposed additional spaces: NA Total #: 150

My plans are as follows

I'm planning on opening up daily at 11am for lunch and staying open through dinner till midnight through the week.

Sundays I will be opening for the breakfast/brunch crowd at 10am

My menu will consist of an array of appetizers such as stuffed banana peppers, stuffed mushrooms, fresh cut fries, soups, salads, pastas, wings, fingers, burgers, Reubens, beef on weck and a number of steaks. Very similar to my menu at my location in Orchard Park, Prohibition 2020 LLC

I'll also be adding a dessert menu

I will also have a cocktail list, a wine list, and an extensive beer list such as craft, local, and domestic lines.

I plan on utilizing the banquet room for showers, funeral breakfasts, birthday parties, anniversaries, small weddings and so on

Entertainment will include a Juke box for music, I'll be adding about 15-20 more TVs for sporting events and so on.

The volleyball courts will be used in the summer months for leagues

I'll be using the indoor bar area for smaller bands and acoustic shows for dinner crowds.

Any live music that is booked for outdoors will end before the towns noise ordinance

I'm very excited to bring new business to the area!

Proposed water service: X public private (well) n/a Is this existing N
 Proposed sanitary sewer: public X private (septic) n/a Is this existing N

Hours of operation (if applicable):

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	By Appt.
Hours	11-12	11-12	11-12	11-12	11-12	11/12	11/12	

Peak hours: 4-8
 Number of employees (if applicable): Full-time 6 Part-time 12 Seasonal 5

Upon approval of this application, the applicant intends to apply for: (Check all that apply)

- a. Building Permit
- b. Sign Permit

IV. SIGNATURE (This application must be signed by the applicant/petitioner. If the applicant is not the owner of the property, a separate owner authorization form must be submitted – see pg. 4)

[Signature]
 Signature of Applicant/Petitioner

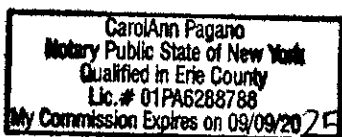
Benjamin Bell
 Print name of Applicant/Petitioner

State of New York; County of Erie

On the 30th day of Nov in the year 2021 before me, the above individual appeared, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

CarolAnn Pagano
 Notary Public

(Notary stamp)



Office Use Only: Date received: Part 11/30/21 Receipt #: 805160

Application reviewed by: _____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Angelina's Restaurant			
Name of Action or Project: Angelina's			
Project Location (describe, and attach a location map): 612 Buffalo Road, East Aurora, NY 14052			
Brief Description of Proposed Action: Open and operate a restaurant and bar at existing restaurant building.			
Name of Applicant or Sponsor: Benjamin Bell		Telephone: _____	
Address: 25 Julius Street		E-Mail: _____	
City/PO: Buffalo		State: NY	Zip Code: 14220
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: Town Board Approval			NO <input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		_____ 1.46 acres	
b. Total acreage to be physically disturbed?		_____ 0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 1.46 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input checked="" type="checkbox"/> Parkland			

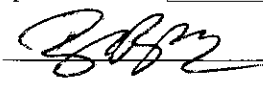
	NO	YES	N/A
5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/> <input type="checkbox"/>	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input checked="" type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____ Private Septic	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:		
<input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources?	NO	YES
If Yes,	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If Yes, briefly describe:		

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Benjamin Bell</u> Date: <u>11/30/2021</u>		
Signature: <u></u> Title: <u>OWNER</u>		

RECEIVED

DEC - 2 2021

TOWN OF AURORA
TOWN CLERKS OFFICE

RECEIVED RECEIVED

DEC - 2 2021

- 2 2021

TOWN OF AURORA
TOWN CLERKS OFFICE
TOWN CLERKS OFFICE



ROBERT HEIL

5008 MOUNT VERNON BLVD.

HAMBURG, NY 14075

585-633-3165

info@slasolutions.com

www.slasolutions.com

REQUEST FOR WAIVER OF THE 30 DAY MUNICIPALITY NOTIFICATION

Date: 11/29/2021

To the Municipality of: TOWN OF AURORA

Please be advised that a waiver of the 30-day notification is being requested for 7901 SENECA STREET LLC dba ANGELINA's located 7901 SENECA STREET, EAST AURORA NY 14075 aka 612 BUFFALO ROAD, EAST AURORA NY 14052. They are applying for AN ON PREMISE LIQUOR LICENSE serving, LIQUOR, WINE, BEER AND CIDER in a RESTAURANT. This request is made to expedite the licensing process.

Thank You,

Robert Heil

If such waiver is granted, please write a letter to that effect, signed by an Official, on OFFICIAL municipality stationary and either fax, e-mail or forward it to:

Robert Heil, Liquor License Consultant

5008 Mount Vernon Blvd.

Hamburg, NY 14075

FAX : [866-910-5025](tel:866-910-5025)

E-MAIL : info@slasolutions.com

WS-6 5C



Town of Aurora Town Board
300 Glead Avenue, East Aurora, New York 14052

Special Use Permit Application Form

I. PROJECT INFORMATION (Applicant/Petitioner):

Business/Project Name: Short term Rental / Airbnb
 Business/Project Address: 1887 Davis Rd. #1
 Applicant Name: Ricardo & Jyl Rivera
 Mailing Address: 1895 Davis Rd.
 City West Falls State NY ZIP 14170
 Phone 716- --- 71 Jyl@buf
 Interest in the property (ex: owner/purchaser/developer, Owner)

II. PROPERTY OWNER INFORMATION (If different than Applicant AND the Owner does not sign below, please submit and original, notarized "Owner Authorization" form - attached):

Property Owner(s) Name(s) Ricardo & Jyl Rivera
 If a corporate, please name a responsible party/designated officer: _____
 Address 1895 Davis Rd.
 City West Falls State NY ZIP 14170
 Phone 716- 71 Jyl@k .com

III. SPECIAL USE AND PROPERTY INFORMATION:

Property Address 1887 Davis Rd. West Falls, NY 14170
 SBL# 199.03-1-9.1

Describe Special Use requested (use additional pages if needed): We are requesting to convert a long term rental with apartment #1 to a short term rental.

Property size in acres .48 Property Frontage in feet 129
 Zoning District B2 Surrounding Zoning B2
 Current Use of Property Rentals (5 units total)
 Size of existing building(s): 8400 sf Size of proposed building(s) _____ sf
 Present/Prior tenant/use: long term rental
 Parking spaces: Existing: 10 Proposed additional spaces: 0 Total #: 10

Proposed water service: public _____ private (well) _____ n/a Is this existing Y N
 Proposed sanitary sewer: _____ public private (septic) _____ n/a Is this existing Y N

Hours of operation (if applicable):

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	By Appt.
Hours								

Peak hours: _____

Number of employees (if applicable): Full-time _____ Part-time _____ Seasonal _____

Upon approval of this application, the applicant intends to apply for: (Check all that apply)

- a. Building Permit _____
- b. Sign Permit _____

IV. SIGNATURE (This application must be signed by the applicant/petitioner. If the applicant is not the owner of the property, a separate owner authorization form must be submitted – see pg. 4)

Jyl Rivera

Signature of Applicant/Petitioner

Jyl Rivera

Print name of Applicant/Petitioner

State of New York; County of Erie

On the ^{30th} day of ~~November~~ in the year 2021 before me, the above individual appeared, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

Sheryla Miller

Notary Public

SHERYLA MILLER
Reg. #01MI6128663

Notary Public, State of New York

(Notary stamp)

Qualified in Erie County

Commission Expires June 13, 2025

Office Use Only:

Date received: 12/2/21 Basile

Receipt #: 805162

Application reviewed by: _____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: <i>Convert long term rental into short term rental</i>			
Project Location (describe, and attach a location map): <i>1887 Davis Rd. Apt.#1 West Falls, NY 14170</i>			
Brief Description of Proposed Action: <i>We are requesting to convert a long term rental with apartment #1 into a short term rental.</i>			
Name of Applicant or Sponsor: <i>Ricardo & Jyl Rivera</i>		Telephone: _____	
		E-Mail: <i>Jyl_____@_____ .com</i>	
Address: <i>1895 Davis Rd.</i>			
City/PO: <i>West Falls</i>		State: <i>NY</i>	Zip Code: <i>14170</i>
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		<i>.48</i> acres	
b. Total acreage to be physically disturbed?		<i>0</i> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>7.31</i> acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:

Shoreline Forest Agricultural/grasslands Early mid-successional
 Wetland Urban Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

16. Is the project site located in the 100-year flood plan?

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

17. Will the proposed action create storm water discharge, either from point or non-point sources?
If Yes,

a. Will storm water discharges flow to adjacent properties?

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?
If Yes, briefly describe:

NO	YES
<input type="checkbox"/>	<input type="checkbox"/>

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?
If Yes, explain the purpose and size of the impoundment:

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?
If Yes, describe:

NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?
If Yes, describe:

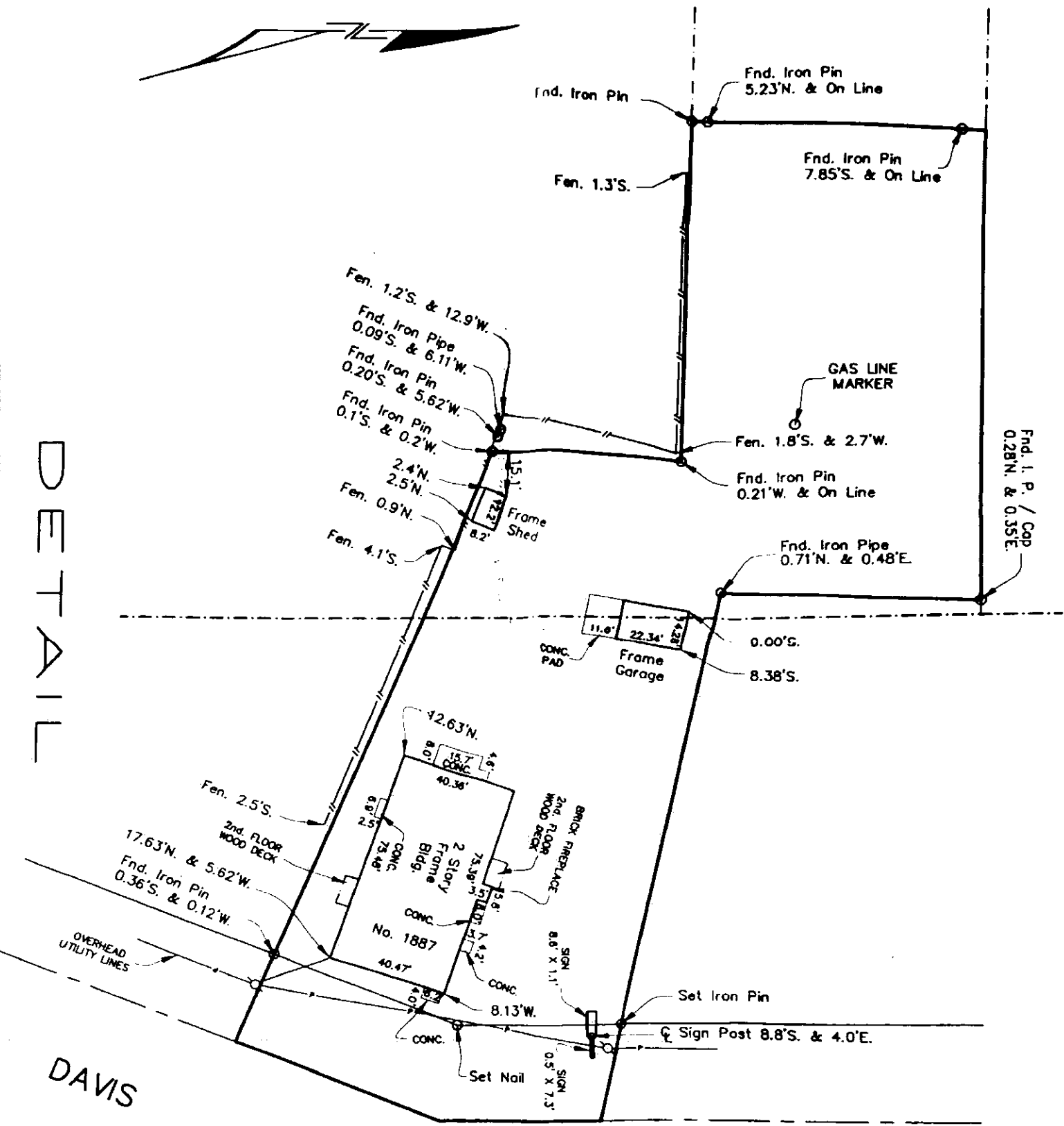
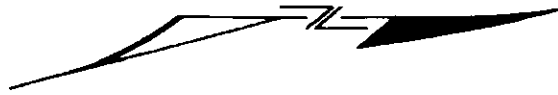
NO	YES
<input checked="" type="checkbox"/>	<input type="checkbox"/>

I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE

Applicant/sponsor/name: Jyl Rivera Date: 11/30/2021

Signature: *Jyl Rivera* Title: owner

DETAIL



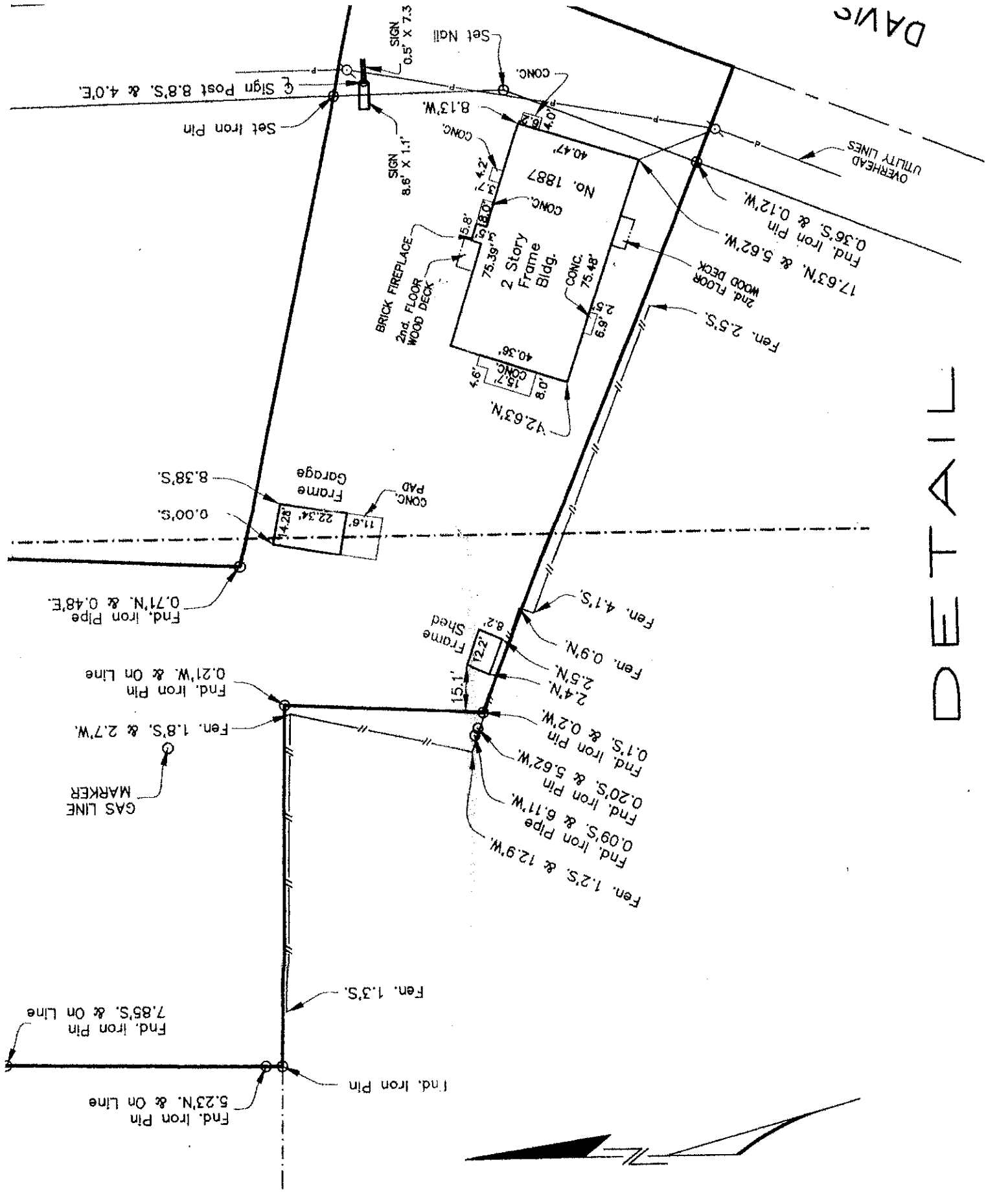
DAVIS

(66' WIDE)
A.K.A. ROUTE 240

ROAD

DAVIS

DETAIL



WS-7

5D



Town of Aurora Town Board
300 Glead Avenue, East Aurora, New York 14052

Special Use Permit Application Form

I. PROJECT INFORMATION (Applicant/Petitioner):

Business/Project Name: _____
Business/Project Address: 1895 Davis Rd. Garage Apt.
Applicant Name: Ricardo & Jyl Rivera
Mailing Address: 1895 Davis Rd.
City West Falls State NY ZIP 14170
Phone 716-561-1161 1161 jyl@1161.com
Interest in the property (lease/purchase/developer) owner

II. PROPERTY OWNER INFORMATION (If different than Applicant AND the Owner does not sign below, please submit and original, notarized "Owner Authorization" form - attached):

Property Owner(s) Name(s) Ricardo & Jyl Rivera
If a corporate, please name a responsible party/designated officer: _____
Address 1895 Davis Rd.
City West Falls State NY ZIP 14170
Phone 716-1161 1161 Jyl@1161.com

III. SPECIAL USE AND PROPERTY INFORMATION:

Property Address 1895 Davis Rd. West Falls, NY 14170
SBL# 199.03-1-10.1
Describe Special Use requested (use additional pages if needed): We are requesting to convert a long term rental with our garage apartment into a short term rental.
Property size in acres 1.2 Property Frontage in feet 61
Zoning District B2 Surrounding Zoning B2
Current Use of Property Rental with owner occupancy (3 units total)
Size of existing building(s): 800 sf Size of proposed building(s) _____ sf
Present/Prior tenant/use: _____
Parking spaces: Existing: 6 Proposed additional spaces: 0 Total #: 6

Proposed water service: public private (well) n/a Is this existing Y/N
 Proposed sanitary sewer: public private (septic) n/a Is this existing Y/N

Hours of operation (if applicable):

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	By Appt.
Hours								

Peak hours: _____

Number of employees (if applicable): Full-time _____ Part-time _____ Seasonal _____

Upon approval of this application, the applicant intends to apply for: (Check all that apply)

- a. Building Permit
- b. Sign Permit

IV. SIGNATURE (This application must be signed by the applicant/petitioner. If the applicant is not the owner of the property, a separate owner authorization form must be submitted – see pg. 4)

Jul Rivera
 Signature of Applicant/Petitioner

Jul Rivera
 Print name of Applicant/Petitioner

State of New York; County of Erie

On the 30th day of November in the year 2021 before me, the above individual appeared, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

Sheryla A. Miller
 Notary Public

(Notary stamp) **SHERYLA. MILLER**
 Reg. #01MI6128663
 Notary Public, State of New York
 Qualified in Erie County
 Commission Expires June 13, 2025

Office Use Only: Date received: 12/2/21 Patlaet Receipt #: 805163

Application reviewed by: _____

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

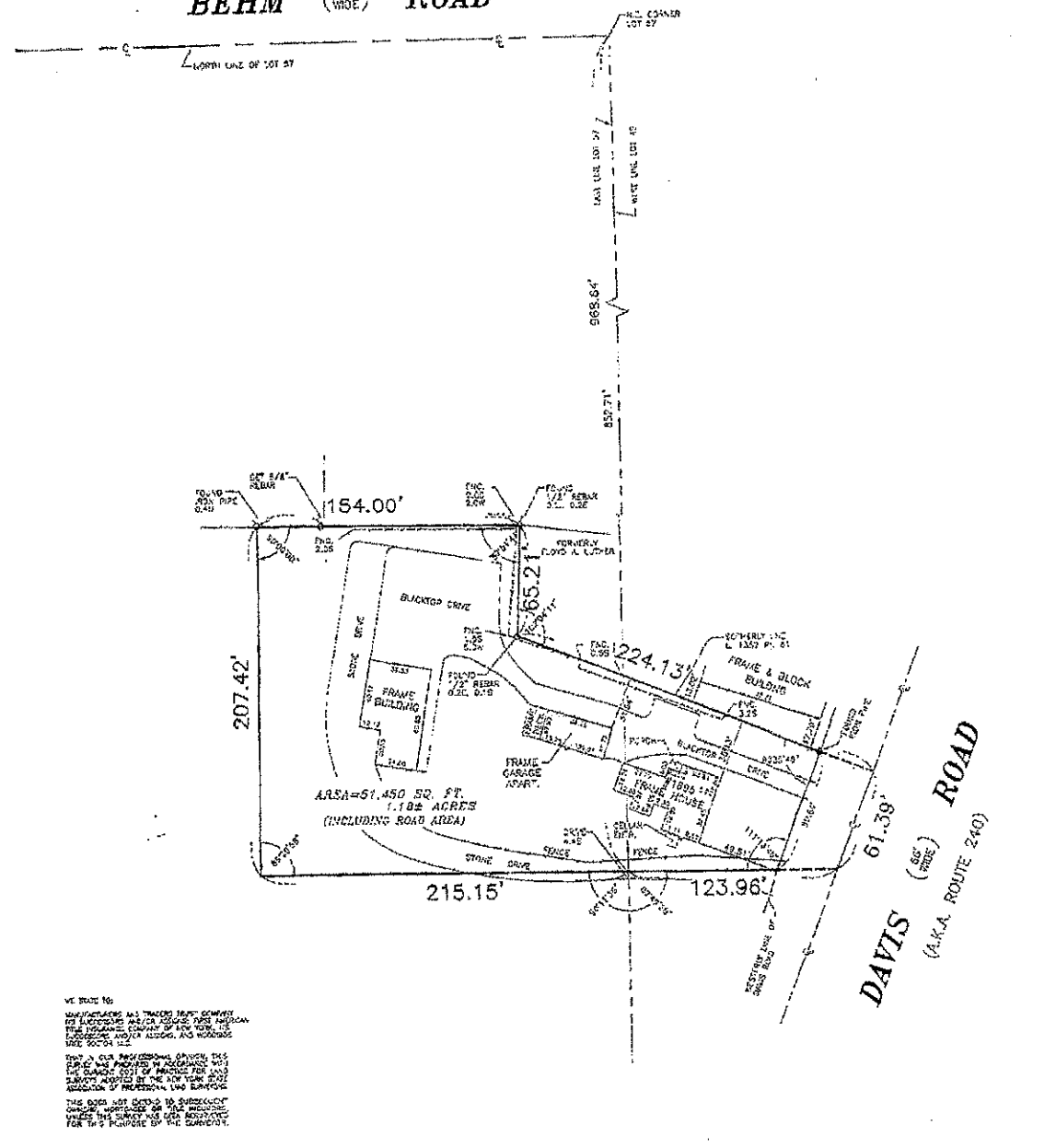
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information			
Name of Action or Project: Convert long term rental into short term rental			
Project Location (describe, and attach a location map): 1895 Davis Rd. Garage Apt. West Falls, NY 14170			
Brief Description of Proposed Action: We are requesting to convert a long term rental with our garage apartment into a short term rental.			
Name of Applicant or Sponsor: Ricardo & Jyl Rivera		Telephone: _____	
		E-Mail: Jyl _____ @usf.com	
Address: 1895 Davis Rd.			
City/PO: West Falls		State: NY	Zip Code: 14170
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
			YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		1.2 acres	
b. Total acreage to be physically disturbed?		0 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		7.31 acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input checked="" type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

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 100. BEHM ROAD

BEHM (66' WIDE) ROAD



THIS IS A SURVEY OF THE PROPERTY OF THE TOWN OF AURORA, VILLAGE OF WEST FALLS, COUNTY OF ERE, STATE OF NEW YORK. THE SURVEY WAS MADE BY FOIT-ALBERT ASSOCIATES, INC., A PROFESSIONAL ENGINEERING AND SURVEYING FIRM, ON BEHALF OF THE TOWN OF AURORA. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACTS OF THE STATE OF NEW YORK AND THE RULES AND REGULATIONS OF THE SURVEYING BOARD OF THE STATE OF NEW YORK. THE SURVEY WAS MADE ON THE 15th DAY OF APRIL, 2005. THE SURVEY WAS MADE BY JOHN J. FOIT, P.E., AND ALBERT J. ALBERT, P.E. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING AND MAPPING ACTS OF THE STATE OF NEW YORK AND THE RULES AND REGULATIONS OF THE SURVEYING BOARD OF THE STATE OF NEW YORK. THE SURVEY WAS MADE ON THE 15th DAY OF APRIL, 2005. THE SURVEY WAS MADE BY JOHN J. FOIT, P.E., AND ALBERT J. ALBERT, P.E.

<p>BOUNDARY SURVEY PART OF LOTS 48 & 57, TOWNSHIP 9, RANGE 6 OF THE HOLLAND LAND COMPANY'S SURVEY TOWN OF AURORA, VILLAGE OF WEST FALLS, COUNTY OF ERE, STATE OF NEW YORK</p>	
<p>Foit-Albert Associates Consulting, Engineering and Surveying, P.C. 780 MAIN STREET, SUITE 402, WEST FALLS, NY 11986 PHONE (516) 339-3300 FAX (516) 339-3301 WWW.FOIT-ALBERT.COM</p>	
<p>PROJECT MANAGER: J. J. FOIT</p>	<p>DATE: 10/13/2005</p>
<p>PROJECT NO.: 05-30047</p>	<p>SHEET: TS-1</p>

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



WS-8

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TOWN OF AURORA

Aurora Municipal Center

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurora.com

TOWN COUNCIL MEMBERS

Susan A. Friess
sfriess@townofaurora.com

Jolene M. Jeffe
jjeffe@townofaurora.com

Charles D. Snyder
csnyder@townofaurora.com

Luke Wochensky
lwochensky@townofaurora.com

December 14, 2021

Suni Stachura, Executive Director
Rural Transit Service, Inc.
1000 Brant-Farnham Road
PO Box 212
Brant, New York 14027

Re: Letter of Support for Rural Transit Service, Inc.

SUPT. OF HIGHWAYS
David M. Gunner
(716) 652-4050
highway@townofaurora.com

CODE ENFORCEMENT
OFFICER
Elizabeth Cassidy
(716) 652-7591
building@townofaurora.com

ASSESSOR
Roger P. Pigeon
assessor@townofaurora.com
(716) 652-0011

DIR. OF RECREATION
Christopher Musshafen
(716) 652-8866
chris@townofaurora.com

TOWN ATTORNEY
Ronald P. Bennett

TOWN JUSTICE
Jeffrey P. Markello
Anthony DiFilippo IV

HISTORIAN
Robert L. Goller
(716) 652-7944
historian@townofaurora.com

FAX: (716) 652-3507

Dear Ms. Stachura:

The Aurora Town Board fully supports the endeavors of Rural Transit Service, Inc., for van services provided by your organization in the Town of Aurora and surrounding communities. The Rural Transit van service fulfills transportation needs of senior citizens, disabled individuals and low to moderate income residents in our community. The Town of Aurora supports the continuation of the essential transportation service that your organization provides.

We are happy to lend our continued support this great program.

Sincerely,

James J. Bach
Supervisor



Erie County
 Division of Budget and Management
 95 Franklin Street, Rm. 1622
 Buffalo, New York 14202



WS-8

5F

SAMPLE LETTER OF SUPPORT
{Place on organization's letterhead}

{Date}

Erie County
 Division of Budget and Management
 95 Franklin Street, Rm. 1622
 Buffalo, New York 14202

Attn: Mr. Ben Swanekamp
 Deputy Budget Director

Re: ErieNet Letter of Support

Dear Mr. Swanekamp:

This Letter of Support will confirm that _____ is in support of the ErieNet Open Access Fiber Optic Network that will be used to foster the development of broadband services throughout the County.

Should the open access fiber project be successfully implemented, our organization would benefit from this fiber by offering us alternate options for our internet access as well as alternate options for our internal and external network communications systems.

I understand that by offering this Letter of Support, neither I nor the organization I represent are in any way obligated, financially or contractually, with any proposed Erie County Open Access Infrastructure or services.

The offering of this Letter of Support does indicate our desire to work with members of the project team to explore how our organization may be included in the ErieNet project, when it becomes available.

Sincerely,

 Signature

{Name}

{Title}

Erie County is actively talking with home and business internet providers about using the planned ErieNet backbone system to provide "last mile" web services to the large sections of the county with limited or no service.

The more than year-long, pandemic-driven restrictions that forced many residents and students to try working and learning from home brought the non-wired regions of Erie County into a much more public light. It's led county officials to take a very different attitude towards web service than when County Executive Mark Poloncarz first began talking about the ErieNet plan for open access several years ago.

ECC Technologies, Inc. of Penfield is working on a study for the design and plan for ErieNet, expected to be completed in eight months. The plan for ErieNet will rely on federal funding from the American Rescue Plan.

Deputy County Budget Director Benjamin Swanekamp said there will be conversations with surrounding counties and more-rural internet providers about collaborating.

"Some of the most successful open access networks in the state do go across county lines, like the Southern Tier Open Access Network that covers much of the southern part of the state, and the company is based in Corning," Swanekamp said.

Swanekamp said wiring for ErieNet will be installed mostly overhead on the same kinds of poles as telephone lines, and will use rights-of-way the county already owns like the Buffalo Southern Rail line from South Buffalo to Gowanda.

But installation from those major lines to home routers will rely on local suppliers.

"For a typical home and small business delivery, we will be relying on separate last mile providers to work with us," Swanekamp said. "So being able to make sure our pricing and design fits last mile providers' needs will be a really important part of the process, so we can collaborate with them on delivering that final service."

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

5G

MEMO

TO: Supervisor Bach and Town Board Members
FROM: Elizabeth Cassidy, Code Enforcement Officer
DATE: December 7, 2021

Given the circumstances of this year and staffing, I respectfully request approval to carry over 5 vacation days to next year.

Thank you,

Liz Cassidy

PER TOWN POLICY - ROLLOVER VACATION TO BE
USED IN 1ST QTR OF 2022

5H



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): Anthony DiFilippo
 SIGNATURE: [Signature] DATE: 12/3/21

1. \$ 11,500.⁰⁰ FROM: 1110-105 Court Clerk-Alex 27,246.⁰⁰
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: 1110-102 Court Clerk-Claire 0
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: raise - wage increase mid year

2. \$ _____ FROM: _____ ACCT NO. _____ ACCT TITLE _____ CURRENT BALANCE
 TO: _____ ACCT NO. _____ ACCT TITLE _____ CURRENT BALANCE
 REASON: _____

3. \$ _____ FROM: _____ ACCT NO. _____ ACCT TITLE _____ CURRENT BALANCE
 TO: _____ ACCT NO. _____ ACCT TITLE _____ CURRENT BALANCE
 REASON: _____

4. \$ _____ FROM: _____ ACCT NO. _____ ACCT TITLE _____ CURRENT BALANCE
 TO: _____ ACCT NO. _____ ACCT TITLE _____ CURRENT BALANCE
 REASON: _____

5. \$ _____ FROM: _____ ACCT NO. _____ ACCT TITLE _____ CURRENT BALANCE
 TO: _____ ACCT NO. _____ ACCT TITLE _____ CURRENT BALANCE
 REASON: _____

APPROVALS:
 SUPERVISOR SIGNATURE : _____
 TOWN BOARD MEETING APPROVAL DATE: _____

Date: _____
 Action #: _____

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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): David Gunner
 SIGNATURE: [Signature] DATE: 12/3/21

1. \$ 1,000 FROM: DB 5130.042 Mobile Radio Service \$1,000
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: DB 5130.432 shop materials + supplies \$ 72.64
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: we will not be using the radio service line this year

2. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

3. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
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ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

4. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
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 REASON: _____

5. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
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ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

APPROVALS:
 SUPERVISOR SIGNATURE : _____
 TOWN BOARD MEETING APPROVAL DATE: _____

Date: _____
 Action #: _____