

**ELECTRIC VEHICLE CHARGING SERVICES – PROPOSAL SUMMARY AND DEFINITIONS:**

<b>Property Address</b>	Town of Aurora, NY	<b>Total Cost to Partner</b>	\$0.00	<b>Designated Area(s)</b> 
<b>Equipment (Quantity)</b>	Replace (1) ChargePoint Charging Station with BTC Power 30A Dual Port Level 2 Charging Station (1)	<b>EV Parking Spaces</b>	2	
<b>Profit Sharing Payment</b>	Provider shall remit to Partner 10% of the Profit generated by the Equipment on a quarterly basis. Partner waives all claims for any additional payments beyond the Profit Sharing Payment.			
<b>Installation</b>	Provider is responsible for installation. Provider undertakes to use licensed and insured professional services and obtain all necessary permits and comply with all applicable legal requirements to install the Equipment.			
<b>Ownership and Operations</b>	Provider owns the Equipment and is responsible for ongoing operations services, at all times during the Term.			
<b>Nameplate Capacity</b>	The Intended full-load sustained output of the Power Distribution System ("PDS") over the course of a year. The final Nameplate Capacity shall be calculated by Provider once installation is complete and acknowledged by both Parties.  Estimated Calculation: 72.1 kilowatts x 24 hours x 365 days = 631,187 kilowatt-hours ("kWh")  Buyout Fee: \$0.01 per kWh			
<b>Feasibility</b>	Provider may need to complete a feasibility study of the Property as part of executing the Agreement. Once the feasibility study is complete Provider may make recommendations to Partner if changes to the Agreement are required to install the Equipment on the Property.			
<b>Proposal Expiration</b>	The above proposal shall expire ninety (90) days from the date of receipt.			

**ELECTRIC VEHICLE CHARGING SERVICES – SITE HOST AGREEMENT BETWEEN:**

<b>Provider</b>	Greenspot JC, LLC, A New Jersey limited liability company 155 2nd Street, Jersey City, NJ 07302 Tel: (201) 347-7794, Email: info@joingreenspot.com		
<b>Partner</b>	Partner's Name; EIN: _____	Partner's State of Incorporation: _____	
	Address: _____	Email: _____	
	Tel: _____		
<p><b>Whereas</b> Provider, is engaged in installing, operating, marketing, selling, managing, and servicing electric vehicle ("EV") networked charging equipment (the "Equipment"); and</p> <p><b>Whereas</b> Partner is the owner, lease holder, or manager of the property(ies) located at the address(es) listed in the above proposal ("Property"); and</p> <p><b>Whereas</b> Partner and Provider are interested to deploy and operate the Equipment on the Property through the terms and conditions set forth in this agreement ("Agreement").</p> <p><b>In witness whereof</b>, the Parties hereto have each caused this Agreement to be executed by their officers duly authorized to execute the same as of the day and year first below written.</p>			
<b>Signed by the authorized representative of Provider:</b>	<b>Signed by the authorized representative of Partner:</b>	<b>Property Owner/Leaseholder's Acceptance and Agreement (IF REQUIRED):</b> <i>By adding our signature below, we accept all of the terms and conditions of this Agreement that might apply to us, or might be affected by our ownership or leasehold on the Property, during the Term hereof. Additionally, our signature below expressly grants the authority to Partner to enter into this Agreement and carry out any obligations and make any decisions pursuant to this Agreement which may need our authorization due to our ownership or leasehold on the Property.</i>	
<b>Signature</b>			
<b>Name</b>			
<b>Position</b>			
<b>Date</b>			

**ELECTRONIC PAYMENT AUTHORIZATION FOR PROFIT SHARING:**

<b>Electronic Payments</b>	Partner agrees that unless the ACH Form is completed below, no electronic Profit Sharing Payments shall be processed unless the aggregate amount due to Partner exceeds \$100. I hereby authorize Provider to electronically credit my account as follows and I agree that the ACH transactions I hereby authorize comply with all applicable law.		
<b>Bank Name</b>		<b>Routing Number</b>	
<b>Name on the Account</b>		<b>Account Number</b>	
I understand that this authorization will remain in full force and effect until I notify the Provider in writing that I wish to revoke this authorization. I understand that the Provider requires at least two (2) weeks prior notice in order to cancel this authorization. I understand that debits made for the sole purpose of correcting erroneous credits do not require my authorization.			
<b>Signature</b>	<b>Name</b>	<b>Date</b>	

**NOW THEREFORE, THE PARTIES HAVE AGREED, AS FOLLOWS:**

<b>Effective Date</b>	The date that the Equipment is made accessible to EVs.
<b>Term and Expiration</b>	Five (5) years following the Effective Date. Upon expiration of the Term, the Agreement shall continue month-to-month.
<b>Termination</b>	Either Party may terminate this Agreement by delivering to the other ninety (90) days written notice of termination at any time during the Term or Expiration period.
<b>Buyout</b>	In the event the Partner elects to terminate this Agreement or a third-party wishes to assume the role of Provider, this is subject to a Buyout equal to Provider's Nameplate Capacity at the Property, per the Nameplate Capacity Schedule. In coordination with Partner, Provider may update the Nameplate Capacity Schedule via amendment prior to the start of construction. The Buyout shall be paid on or before the effective date of Termination, and ownership of the PDS shall be transferred to the appropriate party once Buyout is received. Provider shall continue to own the Equipment.
<b>Removal of Equipment</b>	In coordination with Partner, Provider shall have the right upon termination or expiration of this Agreement, to enter upon the Property within sixty (60) days after such termination or expiration and to remove the Equipment as well as any other ancillary property of Provider relating thereto. Once the Provider removes equipment, the conduit will be capped for future use.
<b>Federal/State/Local Credits/Rebates/Grants</b>	Payable to Provider. Provider holds all right, title and interest in and to any grants and/or rebates received, or may be received in the future, in connection with the installation, and/or operation of the Equipment under this Agreement. If any grant and/or rebate is received in the name of the Partner or its subsidiaries, Partner expressly agrees that this Agreement shall act as an assignment of its right, title and interest in and to such grant and/or rebate.
<b>Agreement Subject to Grant/Rebate</b>	If the Parties have submitted a grant/rebate application in connection with this Agreement, each Party agrees that this Agreement is being executed by the Parties subject to the Parties receiving the grant/rebate to cover all or part of the cost of this Agreement. Either Party may terminate this Agreement with no penalty if the grant/rebate is not received.
<b>Collection of Revenue</b>	Provider will record the Equipment usage and collect all revenue generated by the Equipment.
<b>Profit</b>	The gross revenues generated from the Equipment through EV charging fees, idle parking fees, and advertising, minus the Service Fees: (i) any electricity reimbursement or utility charges reimbursed or paid by Provider hereunder, (ii) any and all taxes paid by Provider, (iii) processing fees of 10% of gross revenues, (iv) and network/connectivity fees of \$25 per port per month.
<b>Fixed Profit Sharing Spread</b>	\$0.12 per kilowatt-hour ("kWh") consumed.
<b>Electricity Reimbursement</b>	If the Equipment is connected to Partner's electric meter, Provider shall reimburse Partner on a quarterly basis for the electricity used by the Equipment, in accordance with the usage indicated by the Equipment's internal meter. Partner shall provide the most recent electricity bill for Provider to calculate the Electricity Reimbursement.

	Provider is hereby granted the option to install its own electric meter at the Property and connect the Equipment to such meter at no cost to Partner.
Press Releases and Public Filings	Provider may release information concerning this Agreement as a press release. Partner agrees that Provider may use Partner's name and logo as a customer in its marketing materials subject to Partner's prior written approval. Partner may not disclose any information relating to this Agreement without obtaining Provider's prior written approval.
EV Charging Exclusivity	Partner hereby grants Provider with an exclusive right to install, maintain, service or operate any EV charging equipment on the Property during the Term.

**EQUIPMENT, OPERATIONS, AND SERVICES:**

Equipment Maintenance	Provider will maintain and replace the Equipment as necessary to keep the Equipment in proper working order. Provider will make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner.
Equipment Upgrade	To ensure functionality, Provider may be required to upgrade the Equipment on the Property. Provider shall be solely responsible for all costs associated with such upgrade.
Customer Service	Provider shall operate 24/7 customer service. The Equipment and mobile application will display contact information for complaints and notification of service issues.
Connectivity	In the event the Equipment cellular signal is not available, Partner will allow Provider to access its WiFi network or wired ethernet (LAN), if such networks are available at the Property.
Advertisement	Provider shall have the right to place third party advertisements on the Equipment subject to Partner's written approval.
Equipment Relocation	If relocation or removal of Equipment is made due to the determination of the Partner or a third party, Partner shall be solely responsible for all associated costs of the relocation and/or removal.
Access to Equipment	With at least 48-hours written notice by Provider and approval by Partner, the Provider may enter upon the Property at any time, for the purposes of inspecting, servicing, and maintaining the Equipment. Partner shall not interfere with Provider's services, maintenance, or data collection from the Equipment, or its other responsibilities under this Agreement.
Signage and Markings	Provider will install and pay all costs associated with the signage and surface markings that it will supply, for making the spot(s) on the Property as EV parking only.
Property Condition	Partner agrees, at its own expense and at all times during the Term, to keep public areas, streets and sidewalks appurtenant to the Equipment, reasonably free of debris and rubbish and in good repair and condition.
Temporary Outage	Partner shall notify Provider of any temporary outage of the Equipment or nearby areas, and Partner shall use its best efforts to minimize the outage.

**GENERAL TERMS AND CONDITIONS:**

Mutual Indemnification	If and to the fullest extent permitted by law, either Party shall indemnify the other Party and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in connection with loss of life, personal injury, and/or damage to property arising directly out of the negligence or misconduct of either Party, agents, employees or servants, including costs and reasonable attorneys' fees.
Limitation of Liability	Provider's aggregate liability under this Agreement shall not exceed the greater of: the aggregate gross revenues retained by Provider in the calendar year prior to the event giving rise to a claim; or the maximum compensation paid by the applicable insurance, if the liability is covered by an existing insurance policy. In no event will Provider be liable for any lost revenue or profit, lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental or punitive damages, however caused and regardless of the theory of liability or whether arising out of the use of the Equipment, this Agreement or otherwise or based on any expressed, implied or claimed warranties not specifically set forth in this Agreement.
Injunctive Relief	Provider shall be entitled to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity. In such action, Provider shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.
Force Majeure	If Provider shall be delayed in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, weather, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of Provider, the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.
Dispute Resolution	If either Party considers that a Dispute has arisen, it may issue a notice to the other Party, setting out reasonable particulars of the matters in the dispute ("Dispute Notice"). The parties must promptly hold discussions between their representatives after the issue of a Dispute Notice to attempt to resolve the Dispute. If the Dispute has not been resolved within ten (10) business days after commencement of the amicable efforts, either Party may pursue its rights and remedies under this Agreement as it sees fit.
Court Proceedings	Notwithstanding the above, either Party may, at any time, commence court proceedings in relation to a Dispute or claim arising in connection with this Agreement.
Governing Law and Jurisdiction	This Agreement shall be governed by the laws of the State of New Jersey, without regard to conflict of laws. Any suit involving any Dispute arising under this Agreement may only be brought in State or Federal Court of Hudson County, New Jersey which shall have exclusive jurisdiction over the subject matter of the Dispute.
Notice	Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be (i) hand delivered, or (ii) mailed by certified mail, return receipt requested, or (iii) sent via recognized overnight courier service to the addresses listed above, or (iv) transmitted by email with a read receipt.
Insurance	Provider shall list Partner as additional insured. Provider carries commercial general liability insurance per occurrence of \$1M, general aggregate of \$2M, with umbrella liability per occurrence of \$5M, and worker's compensation liability of \$1M. Provider's contractor completing construction will carry insurance coverage for this work.
Partnership	Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party as the agent or employee of the other Party for any purpose whatsoever and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.
General	Partner agrees to comply with all applicable laws, statutes, regulations or rules, including those of applicable self-regulatory bodies in its performance of this Agreement. Partner may not assign, in whole or in part, or novate its rights and obligations under this Agreement without the prior written consent of Provider. This Agreement supersedes all previous agreements about its subject matter. This Agreement embodies the entire agreement between the Parties. A right under this Agreement may only be waived in writing signed by the Party granting the waiver and is effective only to the extent specifically set out in the waiver. This Agreement may be signed in any number of counterparts. All counterparts together make one instrument.
Partner Representation	If Partner is not the Property Owner, or Leaseholder of the Property, and in the case of a leaseholder, if Partner does not have authority to carry out its obligations under this Agreement pursuant to its lease agreement with the Property Owner, Partner hereby expressly warrants that it will obtain the Property Owner or Leaseholder's signature in the section of the signature panel titled "Property Owner/Leaseholder's Acceptance and Agreement."

**MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT:**

This Mutual Non-Disclosure and Confidentiality Agreement (this "NDA") is made on the same day of the Electric Vehicle Charging Services Site Host Agreement ("Agreement"), by and between the Provider and the Partner (Partner and Provider collectively referred to as "Parties" and individually as "Party").

**WHEREAS:**

- A. Provider, for the mutual benefit of the Parties' engagement, may have provided, and may wish further to provide, to Partner, certain commercially valuable, proprietary and confidential business information and trade secrets in relation to the Purpose (defined below).
- B. Partner recognizes that Provider has legitimate business interests in protecting the Confidential Information, including but not limited to, (i) trade secrets as defined by the New Jersey Trade Secrets Act; (ii) valuable, confidential business, or professional, information that otherwise does not qualify as trade secrets; (iii) substantial relationships with specific, prospective, or existing, Partners; and (iv) Partner's goodwill associated with Provider's business.

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. **DEFINITIONS:** In this NDA, the following terms have the following meanings: (i) "Affiliate" with respect to either Party, shall mean any entity which directly or indirectly controls or is controlled by, or is under common control with that Party. (ii) "Confidential Information" or "CI" shall mean (a) any and all information which is disclosed by Provider (whether before or after the date of this NDA and in whatever form) to Partner including but not limited to, the revenue payments, financial statements, analyses, budgets, forecasts, evaluations, processes, products (and including, as to specific processes or products, information relating to the formulation, composition, methods of manufacture, potential uses, test methods or other technical or scientific features), business strategies, plans and procedures, trade secrets, samples, prototypes, designs, drawings, photographs, specifications, standards, manuals, formulae, algorithms, computations, compilations, data, software, programs, databases, know-how, mask work, concepts, intellectual property, costs, profits, sales, customer and supplier lists, customer requirements, price quotations of or in relation to Provider and/or its Affiliates, which Provider considers to be confidential and which is identified by Provider as confidential, or which by necessary implication must have been imparted in confidence; (b) the terms of the Agreement including this NDA; and (c) the fact that discussions are taking place between the Parties and the subject matter of the discussions. Further, all analyses, compilations, studies, summaries, extracts, notes and other documentation prepared by Partner arising out of the CI shall also be included within the purview of CI and shall be treated as such. (iii) "Purpose" shall mean the deployment and operation of Provider's charging stations and network connectivity ("Equipment") at Partner's properties. (iv) "Representatives" shall mean any or all of a Party's directors, officers, employees, agents, contractors and advisors.
2. **CONFIDENTIALITY AND RESTRICTED USE:** Partner hereby expressly agrees to:
- Hold the CI in strict confidence and use any CI only for the Purpose and for no other purpose and in particular, but without prejudice to the generality of the foregoing, Partner undertakes (i) not to make any commercial use of any CI; and (ii) not to use any CI for the benefit of itself or of any third party other than pursuant to a further agreement with Provider.
  - That without the prior written consent of Provider, Partner will not in any manner or at any time publish or disclose, disseminate or otherwise provide the CI, in whole or in part, to any person or entity except to such of its Affiliates and/or Representatives as are directly concerned with the Purpose and whose knowledge of the CI is essential for the Purpose ("Permitted Person").
  - To safeguard the CI in the same manner as Partner would safeguard its own information of a similar nature, but with no less than reasonable care under the circumstances.
  - To institute and maintain appropriate security measures to carry out the Purpose including limiting the disclosure of the CI to the Permitted Person only if the Permitted Person is subject to an obligation of confidentiality and it has been intimated that Provider's CI must be kept confidential and must be used only for the Purpose. Partner shall ensure that each Permitted Person strictly complies with the terms of this NDA and will be unconditionally responsible for any unauthorized disclosure or use of Provider's CI or breach of this NDA.
  - That it shall immediately inform or advise Provider of any unauthorized use or disclosure, misappropriation or misuse by any person or entity of any CI upon Partner having actual notice or actual knowledge of the same or having any reason to suspect such unauthorized use or disclosure or misappropriation.
  - Unless specifically requested to do so by Provider, Partner shall be prohibited from analyzing the composition of or modifying, changing, merging, adapting, translating, reverse engineering, decompiling, disassembling or preparing works derived from any Equipment or the CI.
  - Subject to the provisions of this NDA, Partner may disclose CI if and to the extent that it is compelled or required to do so by a court or other authority that has jurisdiction over Partner. Before making such a disclosure Partner shall advise Provider of such required disclosure promptly upon learning thereof in order to afford Provider a reasonable opportunity to contest, limit and/or assist Partner in complying with any such requirement for disclosure.
  - The obligations of confidentiality under this NDA shall not apply to any part of the CI which (i) Partner can demonstrate, by its written records, is already known to Partner, free of any confidentiality obligation or restriction, at the time that it was disclosed to Partner; (ii) is or becomes publicly known through no wrongful act or breach of this NDA on the part of Partner; (iii) has been independently developed by Partner without breach of this NDA or infringement of the proprietary rights of Provider; (iv) has been rightfully received from a third party without restriction on disclosure and without the breach of this NDA or any confidentiality obligation imposed on such third party; or (v) has been approved in writing for disclosure to third parties by Provider without imposing any confidentiality obligation.
  - In the event CI involving any public entity is disclosed, both parties agree to refrain from trading the stock of the disclosing company until that material non-public information is publicly disseminated.
3. **OWNERSHIP OF CONFIDENTIAL INFORMATION:** Partner recognizes and agrees that all CI received by it from Provider is and shall remain the exclusive property of Provider and/or its respective Affiliates and that this NDA neither intends to transfer the ownership of nor grants license or any other right, express or implied, in relation to the CI or to any other intellectual property disclosed by Provider to Partner. Partner undertakes that it will not file any application for a patent, design and/or utility model based on or derived from any intellectual property of Provider (whether already filed or not).
4. **NATURE OF OBLIGATION:** Partner acknowledges and agrees that (i) the CI is a special, valuable and unique asset to Provider, its parent, subsidiaries and affiliates; (ii) any unauthorized disclosure or use of the CI could cause irreparable harm and loss to Provider and/or its respective Affiliates; (iii) monetary damages may be inadequate to compensate Provider and/or its respective Affiliates for a breach of this NDA; and (iv) in addition to any other remedies at law or in equity available for breach of this NDA, Provider shall be entitled to specific performance, injunctive or other equitable relief as may be necessary to restrain any continuing or further breach by Partner without showing or proving any actual damages sustained by Provider and/or its respective Affiliates in addition to any other relief or other applicable remedies. Moreover, any such award of relief to Provider shall include recovery of all actual and reasonable costs associated with enforcement of this NDA.
5. **RETURN OF CONFIDENTIAL INFORMATION:** All CI of Provider remains the property of that party and will be returned to it or destroyed at its request. Within thirty (30) days of receiving such a request from Provider, Partner will comply with the request and provide a written certification, signed by an officer, of its compliance.
6. **REPRESENTATIONS AND WARRANTIES:** Each Party agrees, acknowledges, represents, warrants and covenants with the other Party that: (i) this NDA constitutes a legal, valid and binding obligation and is enforceable against it in accordance with the terms hereof; and (ii) the execution, delivery, and performance of this NDA have been duly authorized by all requisite corporate actions and will not constitute a violation of any statute, judgment, order, decree or regulation of any court or arbitral tribunal applicable or relating to the Party, its assets or its business. Provider does not make any representation or warranty as to the accuracy or completeness about its CI (or any part thereof) and Partner should satisfy itself through independent inquiry and investigation with respect to these matters. Partner agrees that neither Provider nor its Representatives shall have any liability in any manner whatsoever for any loss or damage suffered by Partner as a result of relying upon or using any CI of Provider including, but not limited to, any consequential, incidental, direct, indirect, special, or punitive damages incurred by Partner.
7. **TERM:** This NDA shall be effective from the date of the Agreement and shall continue in force thereafter for five (5) years following the termination of any business relations between the Parties.
8. **SEVERABILITY AND WAIVER:** In the event that any one or more of the provisions of this NDA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this NDA shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law. Furthermore, a determination in any jurisdiction that this NDA, in whole or in part, is invalid, illegal or unenforceable shall not in any way affect or impair the validity, legality or enforceability of this NDA in any other jurisdiction.
9. **ASSIGNMENT:** This NDA shall be binding upon and inures to the benefit of the Parties and their respective successors, assigns, personal representatives, executors and administrators. Neither Party shall assign nor transfer any of its rights or obligations under this NDA to any third Party without the prior written consent of the other Party and any attempt to do so will be null and void, except that either Party may assign or transfer any of its rights or obligations to any of its Affiliates, or an acquirer of its controlling interest or substantially all its assets without consent of the other Party.
10. **GOVERNING LAW AND JURISDICTION:** The provisions in this Agreement will apply to this NDA.
11. **PUBLIC RECORDS / INFORMATION ACT:** Notwithstanding any other provision of this Agreement relating to non-disclosure or confidentiality of information, including without limitation the Mutual Non-Disclosure and Confidentiality Agreement provisions, Provider and Partner agree that Partner may disclose information relating to this Agreement as required by federal or state statutes relating to access to governmental records, and that such disclosures shall not constitute a breach of this Agreement by Partner.

**INSTALLATION DATE ACKNOWLEDGEMENT (EFFECTIVE DATE ESTABLISHMENT):**

For the purposes of determining the Term of the Agreement, the following date shall be deemed the acknowledgment of the initial date of installation of the Equipment at the following location(s):

Property Address(es)	Designated Area(s)	Point of Contact	Date of Installation
Signed by the authorized representative of Provider:	Signed by the authorized representative of Partner:	<b>Property Owner/Leaseholder's Acceptance and Agreement (IF REQUIRED):</b> <i>By adding our signature below, we accept all of the terms and conditions of this Agreement that might apply to us, or might be affected by our ownership or leasehold on the Property, during the term hereof. Additionally, our signature below expressly grants the authority to Partner to enter into this Agreement and carry out any obligations and make any decisions pursuant to this Agreement which may need our authorization due to our ownership or leasehold on the Property.</i>	
Signature			
Name			
Position			
Date			

**NAMEPLATE CAPACITY SCHEDULE:**

	Three Phase	
Service (Volts)	208	240
Panel (Amps)	200	200
kWh	72.1	83.1
kWh Nameplate Capacity	631,187	728,293
Buyout Fee	\$0.01	\$0.01
Year 0	\$6,312	\$7,283
End of Year 1	\$6,154	\$7,101
End of Year 2	\$6,000	\$6,923
End of Year 3	\$5,850	\$6,750
End of Year 4	\$5,704	\$6,581
End of Year 5	\$0	\$0

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(Submit in Triplicate)

Fee \$35.00

P E T I T I O N

TO AMEND THE ZONING MAP OF THE TOWN OF AURORA, NEW YORK, OR FOR USE PERMIT BY THE TOWN BOARD

TO: THE TOWN BOARD OF THE TOWN OF AURORA, NEW YORK

Pursuant to Article IX of the Zoning Ordinance of the Town of Aurora, the undersigned owner(s) and petitioner(s) hereby request that the Zoning Map of the Town of Aurora, be amended as follows:

1. Jeffrey and Amle Simmons
Name (First) (Middle Initial) (Last)

2. Location of property to be rezoned: 4479 Transit Rd., Orchard Park, NY 14127

3. Area, in square feet, of the property to be rezoned: 54,886 sq ft
Dimension of the property to be rezoned: 205 x 325 feet

4. If the petitioner is not the owner of the property:
Owner's Name and Address
Owner's Name and Address

What is the interest of the petitioner in the proposed rezoning?
We would like to finish 1/2 of the large garage behind the house.

5. Petitioner understands and agrees to furnish any of the following if requested by the Town Board or its agencies: An accurate survey map prepared by a licensed surveyor showing all dimensions, including interior angles or bearing of lines, and the location, proposed use and height of all buildings; location of all parking and truck loading areas, with access and egress drives thereto; location of outdoor storage, if any; location of all existing or proposed site improvements, including drains, culverts, retaining walls and fences; description of method of sewage disposal and location of such facilities; location and size of all signs; location and proposed development of buffer areas; location and design of lighting facilities; and the amount of building area proposed for retail sales, if any.

6. Attach the legal description of the property to be rezoned.

7. Present zoning classification of the property: RUM - Residential

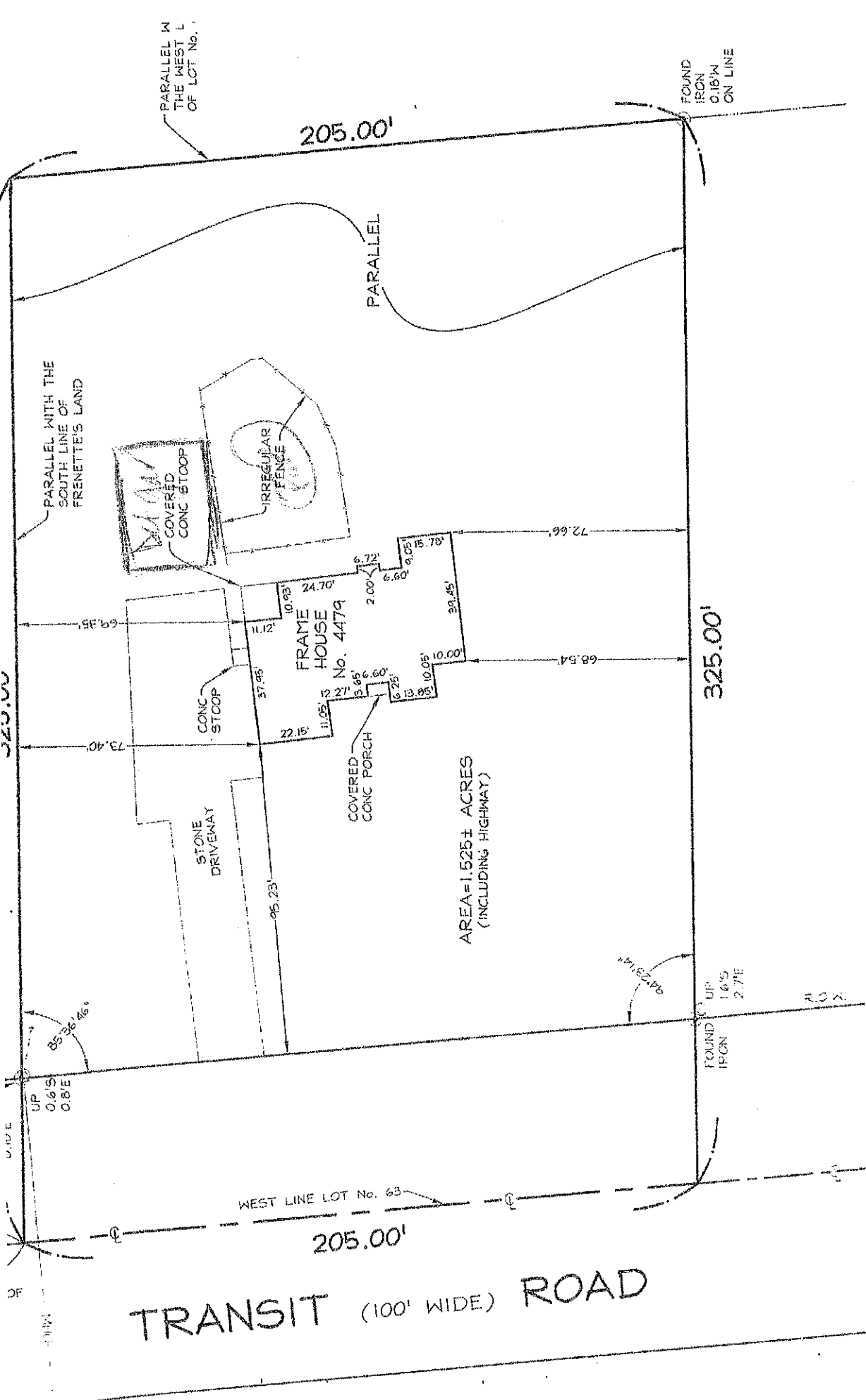
8. Proposed zoning classification of the property: Agricultural

9. Present use of the property: Single Family Residence

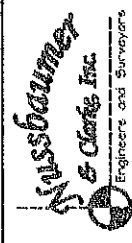
10. Proposed use of the property: Single Family Residence with In-Law Apartment.

11. Description of uses on all adjacent properties and a general description of the type of neighborhood in which the subject property is located:
Two houses nearby, rest is fields or woods. House and property behind is zoned Agricultural, we understand; ours was also until a few years ago.

12. Names and Addresses of Owners of Abutting Properties:
1. Julie Ciolek
2. Jeffrey and Brittany Price
3.
4.
5.
6.
7.



PART OF LOT(S) : 63	SECTION : 9	TOWNSHIP : 6	RANGE : 6
LOCATION : TOWN OF AURORA		COUNTY OF ERIE	STATE OF NEW YORK
KIND	DATE	REQUESTER	
SURVEY	03/10/10	WILLIAM J. TRA	



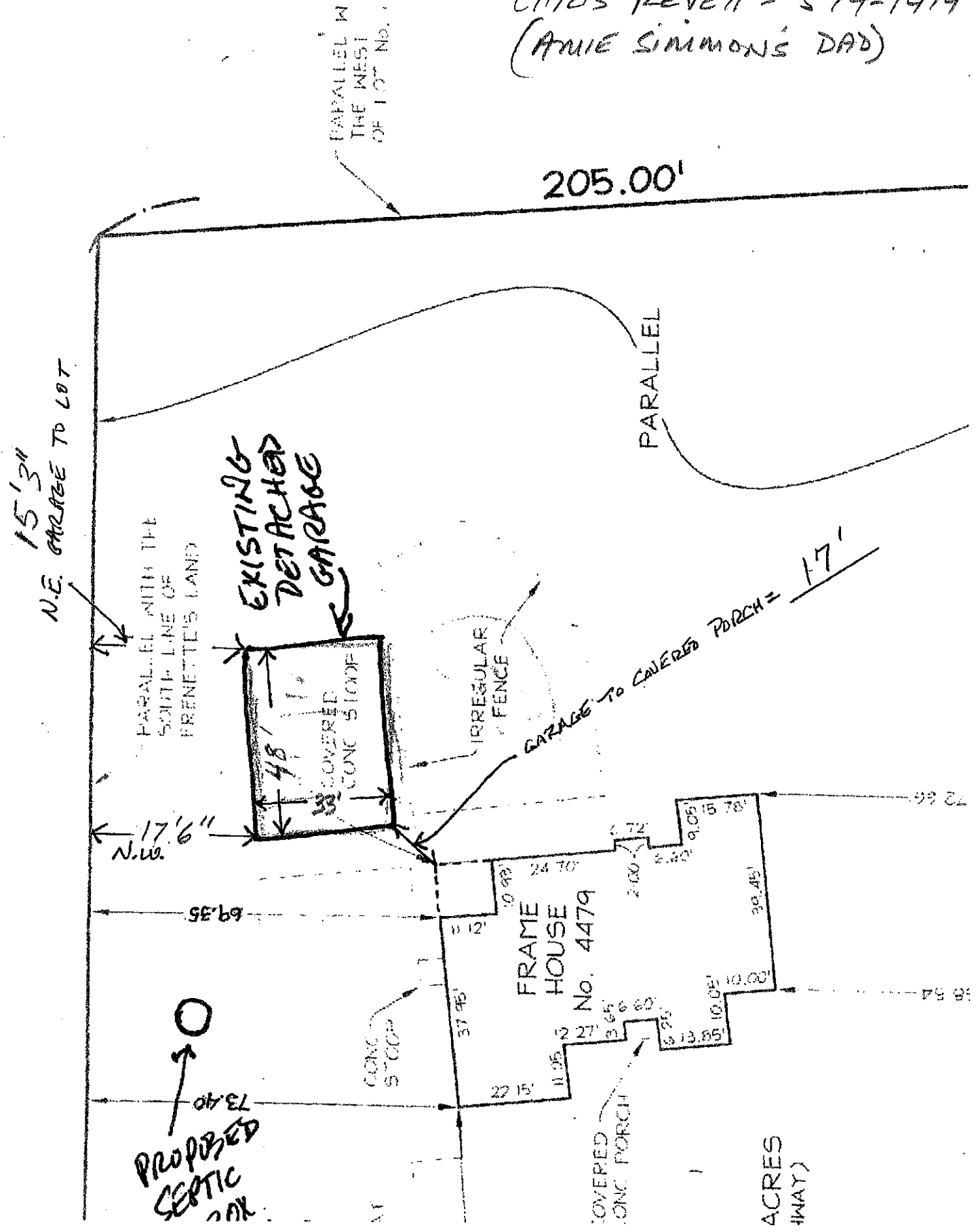
3556 Lake Shore Road  
 Buffalo, New York 14219-1494  
 (716) 827-8000

Unauthorized alterations or additions to any survey, drawing, design, specification, plan or report is a violation of section 7209, provision 2 of the New York State Education Law.

OUR COMPANY AND PROPERTY ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT MAY OCCUR IN THE COURSE OF ANY SURVEY.

4479 TRANSIT RD. - SIMMONS

CHRIS REVELT - 574-1414  
(ANIE SIMMONS'S DAD)



SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



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**TOWN OF AURORA**  
Aurora Municipal Center  
575 Oakwood Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

To: Aurora Town Board  
From: Martha L. Libroek, Town Clerk  
Date: June 6, 2022  
Re: Fee for Rezoning Application

Please consider increasing the fee that the Town charges for rezoning applications from \$35 to \$100 or \$150. The time spent on processing the application, publishing notices, notifying nearby property owners, having the documents reviewed by GHD, Code Enforcement, Town Attorney, etc., warrant an increase in the fee.





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TOWN OF AURORA TOWN BOARD  
300 GLEED AVENUE, EAST AURORA, NEW YORK 14052

Special Use Permit Application Form *Amended*

**I. PROJECT INFORMATION (Applicant/Petitioner):**

Business/Project Name: 7901 Seneca LLC DBA ANGELINAS  
Business/Project Address: 7901 Seneca St  
Applicant Name: Benjamin Bell  
Mailing Address: 75 Julius St  
City Buffalo State NY ZIP 14220  
Phone 7164440406 Fax \_\_\_\_\_ Email Benjamin Bell 87@yahoo  
Interest in the property (ex: owner/purchaser/developer) Lessee

**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 Libwiniah  
Address 2730 Transit Rd, West Seneca NY 14224  
City West Seneca State NY ZIP 14224  
Phone 716-228-8987 Fax \_\_\_\_\_ Email \_\_\_\_\_

**III. SPECIAL USE AND PROPERTY INFORMATION:**

Property Address 7901 Seneca St  
SBL# 164.00-1-14  
Describe Special Use requested (use additional pages if needed): Amend outdoor music to add Thursday nights all other operations remain the same  
Property size in acres 1.46 Property Frontage in feet 261  
Zoning District I Surrounding Zoning 1, B-1, R-1, RR  
Current Use of Property ~~Restaurant~~ Restaurant  
Size of existing building(s): 8000 sf Size of proposed building(s) N/A sf  
Present/Prior tenant/use: Restaurant & bar  
Parking spaces: Existing: 150 Proposed additional spaces: N/A Total #: 150

Proposed water service: X public \_\_\_\_\_ private (well) \_\_\_\_\_ n/a Is this existing Y/N  
 Proposed sanitary sewer: \_\_\_\_\_ public X 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	4-12p	4-12p	11a-12p	11a-12p	11a-12p	11a-12p	11a-12p	

No chgs

Peak hours: Dinner  
 Number of employees (if applicable): Full-time 8 Part-time 10 Seasonal 3

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 of Applicant/Petitioner

Benjamin Bell

Print name of Applicant/Petitioner

State of New York; County of Erie

On the 7<sup>th</sup> day of June in the year 2022 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.



Notary Public

SHERYL A. MILLER  
 Reg. #01M16128663  
 Notary Public, State of New York  
 Qualified In Erie County  
 Commission Expires June 13, 2025

(Notary stamp)

Office Use Only: Date received: 6/17/22 \$100.00 Receipt #: 385794

Application reviewed by: \_\_\_\_\_

February 14, 2022

A meeting of the Town Board of the Town of Aurora took place on Monday, February 14, 2022, beginning at 7:30 p.m. immediately after the work session. The Board met in-person at the Aurora Municipal Center, 575 Oakwood Avenue, East Aurora, New York.

Present:	Charles D. Snyder	Councilman
	Luke Wochensky	Councilman
	James F. Granville	Councilman
	Joseph McCann	Councilman
	James J. Bach	Supervisor (via Zoom)
Others Present:	Brigid Maloney	Town Attorney
	David Gunner	Highway Superintendent
	Elizabeth Cassidy	Code Enforcement Officer
	Donna Bodekor	Senior Center Director
	Meaghan Tent	Recreation Supervisor
	Greg Keyser	GHD Engineering
	Shane Krieger	Chief of Police
	Tim Stroth	Planning Board Member
	Doug Crow	Planning Board Member
	Elizabeth Wilber	Secretary to Supervisor

Deputy Supervisor Snyder opened the meeting at 7:30 p.m. following the conclusion of the work session and noted that Supervisor Bach is joining the meeting via Zoom from 4300 St. Lucie Blvd., Stewart, Florida.

Councilman McCann moved to approve the minutes of the January 24, 2022 work session and meeting; seconded by Councilman Wochensky. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #68  
1/24/2022  
minutes  
aprvd

#### AUDIENCE I:

Evan Roden, Grover Road, spoke to the Board about the importance of solar use and composting and thinks that is too much for the Planning Board to handle.

#### UNFINISHED BUSINESS:

Councilman Wochensky moved that the Special Use Permit for a restaurant/bar at 612 Buffalo Road, an unlisted action, will not have any adverse environmental impacts and a negative declaration is issued. Councilman McCann seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #69  
Neg dec for  
612 Bflo Rd  
SUP SBQR

Councilman McCann moved to adopt the following resolution approving a Special Use Permit for a restaurant/bar at 612 Buffalo Road, PO East Aurora, NY; seconded by Councilman Granville:

#### RESOLUTION APPROVING SPECIAL USE PERMIT 612 Buffalo Road (SBL# 164.00-1-14)

WHEREAS, Benjamin Bell has applied for a Special Use Permit for a restaurant and bar at 612 Buffalo Road, East Aurora, NY; and

WHEREAS, Chapter 116-8.7 and 116-8.8 state that this type of development in a I (industrial) zoned district requires a Special Use Permit from the Town Board; and

WHEREAS, the Town Board of the Town of Aurora referred the Special Use Permit application to the Town of Aurora Planning Board for their review and recommendation; and

WHEREAS, the Planning Board voted unanimously to recommend that the Town Board approve the Special Use Permit; and

WHEREAS, the Erie County Planning Department had no recommendation regarding the project and that the proposed action was reviewed and determined to be of local concern; and

WHEREAS, as an unlisted action under SEQRA the Town Board found that the project will not result in any significant adverse environmental impacts.

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Chapter 116 -- Zoning, Article III of the Code of the Town of Aurora, the Town Board of the Town of Aurora does hereby grant the attached Special Use Permit, including conditions updated at the work session, to Benjamin Bell for a restaurant and bar in the existing building at 612 Buffalo Road, East Aurora, NY; and be it

Action #70  
SUP for 612  
Bflo Rd  
restaurant/  
bar aprvd

FURTHER RESOLVED, that the Town Code Enforcement officer will inspect the premises prior to the establishment opening to the public.

Upon a vote being taken: ayes – five      noes -- none      Motion carried.

SPECIAL USE PERMIT

Pursuant to Chapter 116 Article III of the Zoning Code of the Town of Aurora, a Special Use Permit is hereby granted by the Town Board of the Town of Aurora in accordance with the following:

**APPLICANT:** Benjamin Bell  
dba: Angelina's

**PROPERTY ADDRESS:** 612 Buffalo Road (aka: Route 16, East Aurora, NY 14052  
SBL# 164.00-1-14

**PROPERTY OWNER:** 612 Buffalo 1033, LLC  
mailing address: 2730 Transit Road, West Seneca, NY 14224

**CODE:** Chapter 116 -- Zoning §116-8.8 A(1);  
Chapter 116 -- Zoning §116-8.7 B(1)(f)

**USE:** Principal Use: Restaurant and Bar

**SPECIAL PERMIT USE:** Bar and Restaurant

The Town of Aurora received an application for a Special Use Permit for a restaurant and bar from Applicant on November 30, 2021 . The Town Board referred the Special Use Permit Application to the Planning Board on December 13, 2021. On January 5, 2022, the Planning Board recommended amendments to Part 1 of the SEQR form, after which it recommended to the Town Board to approve the application. On January 24, 2022, the Town Board conducted a public hearing on the Application. The Town of Elma Supervisor and Building Inspector were contacted by Town of Aurora personnel and noted they have no objection to the request.

Background. The property at 612 Buffalo Road has been used as a restaurant and bar by different entities for over 40 years. The building is currently vacant. The applicant currently operates a bar/restaurant in the Town of Orchard Park and wishes to expand into the Town of Aurora. The Property at 612 Buffalo Road is Zoned Industrial. The Property is adjacent to the Town of Elma. Additional conditions and safeguards are deemed necessary by the Town Board to implement the purpose and intent of the Special Use Permit. This permit is contingent and subject to the following:

1. CODE REQUIREMENTS: Full compliance with all sections of the Aurora Code as presently codified or as may be amended from time to time.

2. **APPLICATION AND PLANNING BOARD:** Subject to all plans and specifications submitted with the application, recommendations of the Planning Board and additional conditions and terms as adopted by the Town Board.
3. **VIOLATION:** Any violation of the provisions of the Permit or any other applicable law, code, rule or regulation of any government or department shall subject this Permit to suspension or revocation in the discretion of the Town Board.
4. **AMENDMENT:** This Special Use Permit is subject to amendment or modification by the Town Board at any time in its sole discretion.
5. **ATTACHMENT:** This permit is subject to any and all special conditions attached hereto.

**ACKNOWLEDGEMENT:** the undersigned as applicant for this Special Use Permit for a restaurant and bar at 612 Buffalo Road, East Aurora, NY, does hereby acknowledge receipt of a copy of this Permit, agrees, and accepts the provisions herein. The applicant further acknowledges that a violation or breach of any covenants, provisions or conditions of this Special Use Permit will result in suspension or revocation of this Special Use Permit. The undersigned agrees to all terms and provisions of this Special Use Permit as herein stated or as hereafter may be amended.

SPECIAL CONDITIONS FOR  
SPECIAL USE PERMIT GRANTED TO  
BENJAMIN BELL  
FOR  
612 BUFFALO ROAD, EAST AURORA, NY

1. **USE:** Restaurant and bar, including banquet room, outdoor dining, and seasonal volleyball court.
2. **SIGN(S):** Shall be in accordance with Section 116.34 of the Town Code of the Town of Aurora. The existing LED sign in front of the building shall comply with the terms of the variance granted by the Town of Aurora Zoning Board of Appeals on July 18, 2018. (Exhibit A)
3. **PARKING:** Sufficient parking will be provided for customers and employees of the establishment.
4. **HOURS OF OPERATION:** The approved hours of operation for the restaurant/bar are Monday through Saturday from 11:00 a.m. until 12:00 midnight. Sunday 10:00 a.m. until 12:00 midnight.
5. **VOLLEYBALL:** Volleyball court will be used during the summer months June through August for league play. Hours of operation for the volleyball courts will be:  
Sunday through Thursday 11:00 a.m. to 10:00 p.m. -- the last game to begin by 9:00 p.m.
6. **MUSIC:** Indoor -- small bands, acoustic shows and juke box.  
Outdoor -- Friday and Saturday - all music shall end at 11:00 p.m.  
Sunday -- acoustic only until 9:00 p.m.
7. **NOISE:** Noise generated from use of the facility shall be maintained as to not affect adjoining properties. The Town reserves the right to monitor such noise levels.
8. **OTHER CONDITIONS:**
  - a. This permit will be reviewed annually by the Town Board during the anniversary month of the original permit.
  - b. Complaints brought to the Town regarding the restaurant and/or any of the activities associated with the business will be brought to the Code Enforcement Officer and, if necessary, be brought to the Town Board for further action. The Town of Aurora may terminate this Special Use permit at any time for failure of the Applicant to abide by the conditions of the Special Use Permit, terms of the Aurora Town Code and/or NYS Building and Fire Code.
  - c. The business must remain under the Applicant's ownership. Transfer of the business to another owner will terminate this special use permit.

\*\*\*\*\*

Councilman McCann moved that the Special Use Permit for a short-term rental apartment at 1887 Davis Road, an unlisted action, will not have any adverse environmental impacts and a negative declaration is issued. Councilman Wochensky seconded the motion. Upon a vote being taken: ayes – five                      noes – none                      Motion carried.

Action #71  
Neg dec for  
1887 Davis  
Rd SUP  
SEQR

Councilman Granville moved to adopt the following resolution approving a Special Use Permit for a short-term rental unit at 1887 Davis Road, PO West Falls, NY; seconded by Councilman Wochensky:

**RESOLUTION APPROVING SPECIAL USE PERMIT  
1887 Davis Road (SBL# 199.03-1-9.1)**

WHEREAS, Jyl and Ricardo Rivera have applied for a Special Use Permit for a short-term rental unit in the multiple family residence at 1887 Davis Road, PO West Falls, Town of Aurora, NY; and

WHEREAS, Chapter 116-8.7 states that this type of development in a B2 (business) zoned district requires a Special Use Permit from the Town Board; and

WHEREAS, the Town Board of the Town of Aurora referred the Special Use Permit application to the Town of Aurora Planning Board for their review and recommendation; and

WHEREAS, the Planning Board voted unanimously to recommend that the Town Board approve the Special Use Permit; and

WHEREAS, the Erie County Planning Department had no recommendation regarding the project and that the proposed action was reviewed and determined to be of local concern; and

WHEREAS, as an unlisted action under SEQRA the Town Board found that the project will not result in any significant adverse environmental impacts.

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Chapter 116 – Zoning, Article III of the Code of the Town of Aurora, the Town Board of the Town of Aurora does hereby grant the attached Special Use Permit, including conditions, to Jyl and Ricardo Rivera for a short-term rental unit in the second-floor apartment known as Apartment #1 at 1887 Davis Road (SBL# 199.03-1-9.1), PO West Falls, Town of Aurora, New York; and be it

Action #72  
1887 Davis  
SUP for short  
term rental  
aprvd

FURTHER RESOLVED, that the Town Code Enforcement officer will inspect the premises prior to the unit being rented for short-term use.

Upon a vote being taken: ayes – five                      noes – none                      Motion carried.

**SPECIAL USE PERMIT**

Pursuant to Chapter 116 Article III of the Zoning Code of the Town of Aurora, a Special Use Permit is hereby granted by the Town Board of the Town of Aurora in accordance with the following:

**APPLICANT:** Ricardo and Jyl Rivera

**PROPERTY ADDRESS:** 1887 Davis Road, PO West Falls; SBL#199.03-1-9.1

**PROPERTY OWNER:** Ricardo and Jyl Rivera  
1895 Davis Road, West Falls, NY 14170

**CODE:** Chapter 116 – Zoning §116-8.7  
B2 Business; Paragraph B (1)(o)

WS-5

5D

Sponsors will have

Application # \_\_\_\_\_

	Fee	Paid	Refund
Application	\$25	_____	
Permit	\$15	_____	
Security Deposit	\$200	_____	
Per Day Event	\$200	_____	
Additional Services	TBD	_____	

### Application For Temporary Use Permit

Neil and Barb Chur Equestrian Park, Soccer Field and/or Polo Field  
At Knox Farm State Park

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

***ALL REQUESTS MUST BE MADE NO LESS THAN 60 DAYS IN ADVANCE OF EVENT/USE.***

1. Name of organization: Kevin Guest House
2. Individual responsible for this request: Marianne Potratz
3. Address: 782 Ellicott St.  
Buffalo, NY 14203
4. Telephone number: 716-882-1818
5. Fax: 716-882-1291
6. Email: info@kevinguesthouse.org
7. Date(s) of event: 7/16/2022
8. Hours of use including set up/take down: Start 7am End 5pm
9. Description of the event or use:  
Polo match fundraiser to benefit Kevin Guest House,  
a 501c3 organization.
10. Specific area(s) request. Please attach a map of the area.
  - a. Soccer fields \_\_\_\_\_
  - b. Polo Field  \_\_\_\_\_
  - c. Equestrian Park  \_\_\_\_\_
  - d. Other \_\_\_\_\_
    - i. Describe \_\_\_\_\_

11. Specific equipment to be brought into the park (porta-johns, tents, etc.)

10x10 tent, sound equipment, generator

12. Needs: Water ✓ Electric ✓

13. Estimated attendance: 100

a. Will participants be crossing Knox Road? no

b. Will participants be attending via bus? no

PLEASE NOTE: Based on the estimated attendance of the event, a meeting with the Town Supervisor, Dir. of Recreation and Aquatics, the Highway Supervisor, and Chief of Police may be scheduled at the discretion of the Aurora Town Board to discuss a plan for proper traffic control and parking.

14. Will food or drinks be served? NO

a. If yes, please describe \_\_\_\_\_

15. Will there be sound amplification, music, or a band(s)? yes

a. If yes, please describe music & match announcements

16. Other services requested, please describe: no

a. NYS Park Police\*

i. \*Applicant is responsible for contacting the East Aurora Police Department if the event involves the Village or Town streets.

b. Parks Department: \_\_\_\_\_

17. Do you intend to use the main part of Knox Farm State Park between Buffalo Rd, Willardshire Rd., and Knox Rd.? no

a. If yes, you must request a permit from NYS Parks and Recreation. Contact their office at 716-549-1802.

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

I make this application and agree to abide by the **Guidelines for Use of Barb and Neil Chur Equestrian Park, Soccer Fields, and/or Polo Field**

Manana Potocz  
Signature of Applicant

6/6/22  
Date



**Official Use Only**

Event: \_\_\_\_\_

Attachments Submitted

- Indemnification Agreement
- Certificate of Insurance
- Map with area(s) requested to be used indicated
- Parking and Traffic plan
- Copy of application for sign permit, if applicable. (Upon application approval copy of approved sign permit must be filed with the Town Clerk NO LATER THAN 5 days prior to scheduled event.)

\_\_\_\_\_ Copy of this application to NYS Parks and Recreation c/o Evangola State Park

Application  Recommended or  Not recommended  
by the Recreation Department.

Action by Aurora Town Board

The Aurora Town Board, upon review of the application request # \_\_\_\_\_ submitted by \_\_\_\_\_ (organization or individual) took the following action with or without conditions (as applicable) noted below:

Approved: \_\_\_\_\_  
Supervisor's Signature

Date: \_\_\_\_\_

Denied: \_\_\_\_\_  
Supervisor's Signature

Date: \_\_\_\_\_

**Conditions:**

- \_\_\_\_\_ Police Department Approval
  - \_\_\_\_\_ Highway Department Approval
  - \_\_\_\_\_ Building Department Approval
  - \_\_\_\_\_ Requesting organization shall attach a completed **Certificate of Insurance** with minimum limits to include public liability coverage with limits of \$1,000,000 each occurrence; property damage insurance with limits of \$1,000,000 each occurrence. Policy shall be endorsed to include the Town of Aurora as an additional name insured
  - \_\_\_\_\_ Requesting organization or individual shall submit an **Indemnification Agreement** signed by authorized applicant or officer of company and duly notarized.
  - \_\_\_\_\_ Approval of parking and traffic plan
  - \_\_\_\_\_ Other
- 
-

SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[supervisor@townofaurora.com](mailto:supervisor@townofaurora.com)



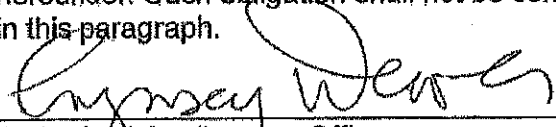
TOWN CLERK  
MARTHA L. LIBROCK  
(716) 652-3280  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
575 Oakwood Ave., East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

### Indemnification Agreement

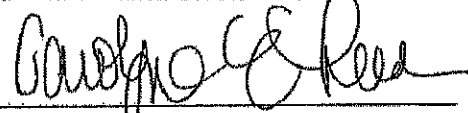
#### Neil and Barb Chur Equestrian Park, Soccer Field and/or Polo Field

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

  
\_\_\_\_\_  
Authorized Applicant or Officer

State of New York )  
County of Erie )

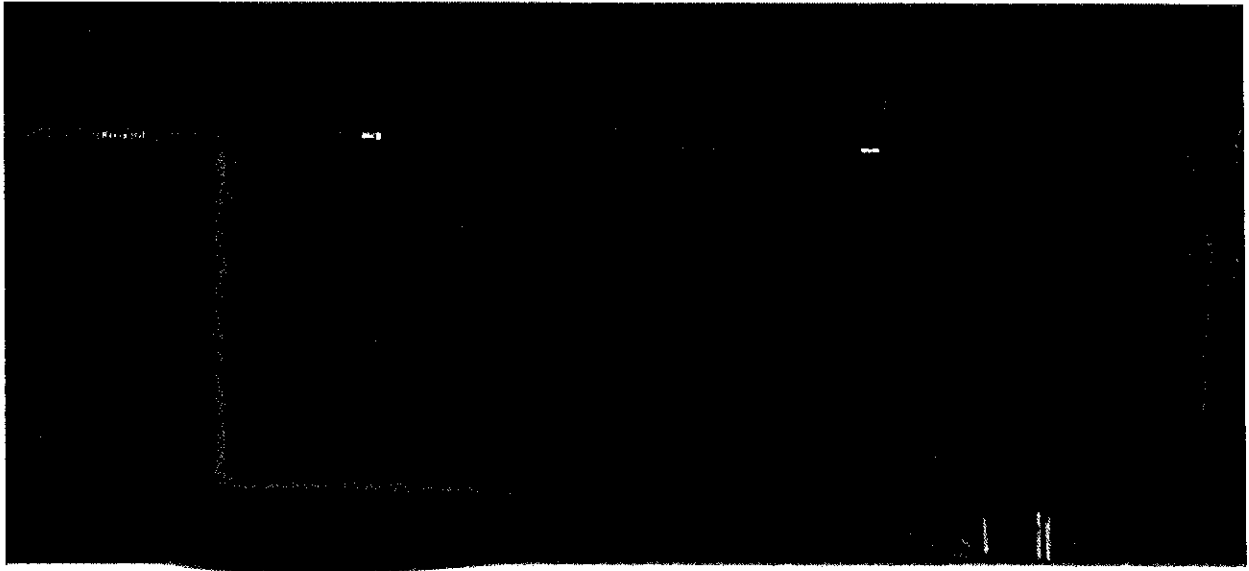
Subscribed and sworn to before me this 7<sup>th</sup> day of June, 2022

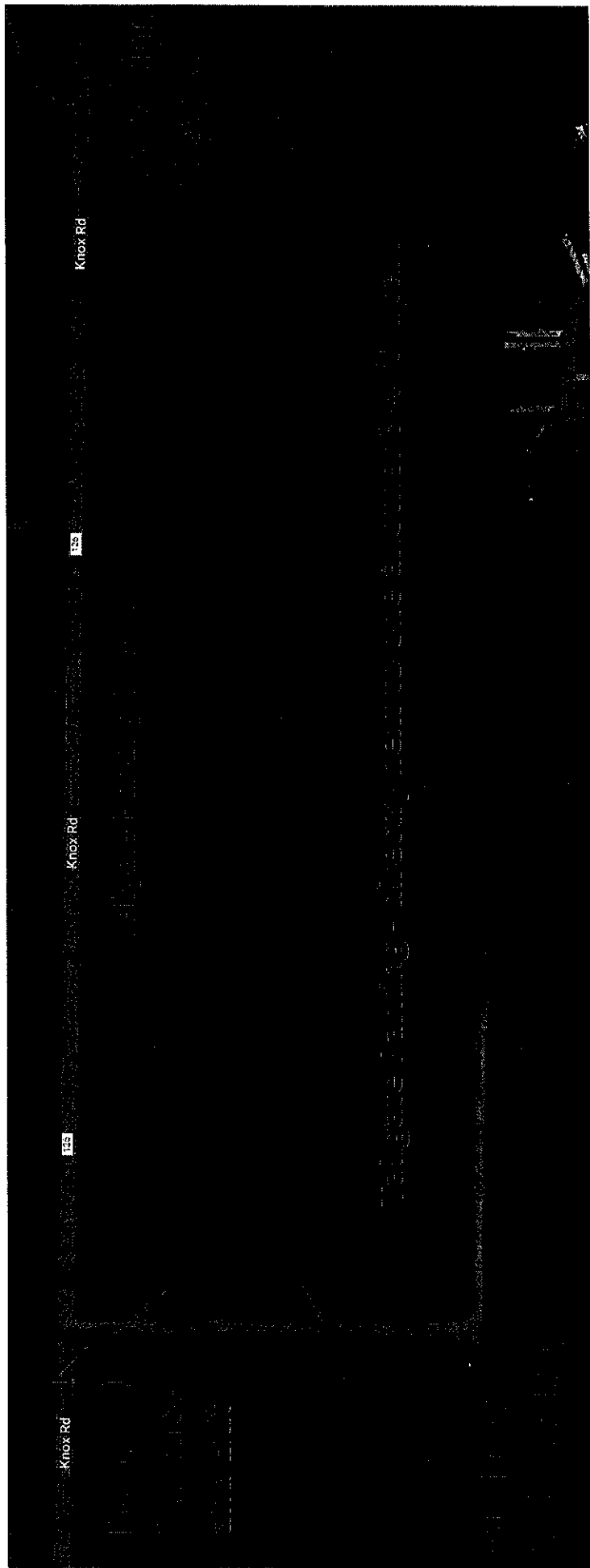
  
\_\_\_\_\_  
Notary Public

Qualified in Erie County, New York  
My commission expires: \_\_\_\_\_

CAROLYN E. LEED  
NOTARY PUBLIC - STATE OF NEW YORK  
Qualified in Erie County  
No. 02LE6130416  
My Commission Expires July 18, 2025

Map of planned usage for Polo for Kevin







KEVIGUE-01

MWYLIE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/2/2022

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

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


<b>PRODUCER</b> License # 1009544 Lawley, LLC 361 Delaware Avenue Buffalo, NY 14202	<b>CONTACT NAME:</b> Laura Sargent	
	<b>PHONE (A/C, No, Ext):</b> (716) 849-4318 4318	<b>FAX (A/C, No):</b> (716) 849-8291
<b>E-MAIL ADDRESS:</b> lsargent@lawleyinsurance.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Michigan Millers Mutual Ins Co		14508
<b>INSURED</b>  Kevin Guest House 782 Ellcott Street Buffalo, NY 14203	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-FRJECT <input checked="" type="checkbox"/> LOC OTHER:	X		C0519393	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			C0519393	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			C0519393	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	W0117498	1/1/2022	1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Town of Aurora is included as Additional Insured with respect to General Liability, Umbrella Liability, and Liquor Liability when required by written contract.

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

## Chris Musshafen

---

**From:** Peter Sorgi <psorgi@hsmlegal.com>  
**Sent:** Thursday, May 19, 2022 12:05 PM  
**To:** Chris Musshafen; Mark Gemerek  
**Subject:** RE: Knox Field Use

No conflicts but we need to see field conditions. Rugby destroyed the fields. Town Highway has done a great job after but it was really bad and still not close to being where it should be.

**From:** Chris Musshafen <chris@townofaurora.com>  
**Sent:** Thursday, May 19, 2022 11:37 AM  
**To:** Peter Sorgi <psorgi@hsmlegal.com>; Mark Gemerek <mgemerek@incnursing.com>  
**Subject:** Knox Field Use

Good Morning Mark and Peter,

We have a polo group looking to host an event on 7/16-7/17. Do you have any conflicts with these dates?

Best,  
-Chris

Chris Musshafen  
Town of Aurora  
Director of Recreation and Aquatics  
Head Coach of EAST Swim Club  
Office: (716) 652-8866

WS-6

5E

# TOWN OF AURORA

575 OAKWOOD AVENUE, EAST AURORA, NY 14052  
BUILDING DEPARTMENT  
(716) 652-7591  
FAX (716) 652-3507

## MEMO

TO: Supervisor Bach and Town Board  
FROM: Elizabeth Cassidy, Code Enforcement Officer  
Jennifer Calkins, Building Department Clerk  
DATE: June 6, 2022

=====

Approval is respectfully requested to purchase new Building and Code Enforcement software. Our current program, Williamson Law Book Company, was purchased in 2018 and since its implementation we have experienced several difficulties, frustrations, and inefficiencies.

We would like to switch to a web-based system that will streamline our processes, allow residents and contractors to apply for permits online and most importantly will allow for much greater use and efficiency in field.

We received quotes from four companies. Quotes from each company and a comparison chart are included with this request. CloudPermit is our preferred choice at a cost of \$16,000 per year with an initial set up fee of \$6,000 (setup includes complete transfer of all permits in the current software from 2018 to present). CloudPermit includes hosting of the program which means there is no hardware on the Town servers or our individual computers. It also allows for unlimited number of users, an app for in-field use, unlimited data storage amount, regular updates including parcel splits and changes from Erie County, customizable (by us) reporting and forms.

The other companies/programs we looked at were SmartGov (by Brightly) which was the most comparable to CloudPermit but with a much higher set-up fee. We also looked at iWorq and GovPilot. Both iWorq and GovPilot are module-based programs which means each process (permitting, code enforcement, online submittals, fire inspections, etc.) is a separate module at additional fees whereas SmartGov and CloudPermit are all-inclusive and will provide us with all process programs we need. The Building Department currently has two tablets for in-field use therefore no additional tablets or computers would need to be purchased.

The comparison chart includes all systems we looked at as well as the current system we use and an explanation of what's included in the yearly cost for CloudPermit.

## Jennifer Calkins

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**From:** Mike Sapienza <mike@govpilot.com>  
**Sent:** Wednesday, March 16, 2022 6:25 PM  
**To:** Jennifer Calkins; Elizabeth Cassidy  
**Subject:** RE: demo follow up

Hi everyone,

Thanks again for the time today. I have assembled some prelim pricing for you and based upon our discussions, just health inspection & complaint modules would probably keep you in the Essentials package. Adding construction permitting and the other processes there ( code, CCO's Fire prevention, would move you to the professional or slightly above. But this gives you a decent idea of that and expanding other departments:

**Essentials: 5 modules \$20,000.00 (annual)**  
**Professional: 10 modules \$36,000.00**  
**Enterprise: 20 modules \$60,000.00**  
**Unlimited; 125+ modules \$86,000.00**

**That will be inclusive of but not limited to:**

*A fully unified cloud-based system accessible from anywhere. No on premises or device software installed.*

*All onboarding / configuration of the modules to your specific needs.*

*All online forms and credit card payment integration (with any of the 12 we integrate with) at no cost.*

*All training prior to deployment and any addition training after (new / reassigned staff, etc)*

*All data migration from current software, electronic storage (your current storage provider) \*(Would need to evaluate sample to provide any costs)*

***Unlimited user licenses** for all town employees, elected officials and any vital 3<sup>rd</sup> party vendors ( inspection services, engineers, etc)*

*Unlimited "live" support via our on-screen chat button Mon-Fri 9-5 pm*

*You own the data*

*Dedicated account manager*

*Weekly engagement reporting ( to see who is using system & when)*

*GIS Mapping*

*Tax assessment data, refreshed weekly*

*Phone applications for report a concern (complaints) and inspections if laptop or tablets are not available. All ties thru cloud with direct, immediate updates to system.*



Let me know if you have any questions on this please or if you would like to schedule that complaint (report a concern) module

Thanks!

**Mike Sapienza**

National Sales & Account Manager

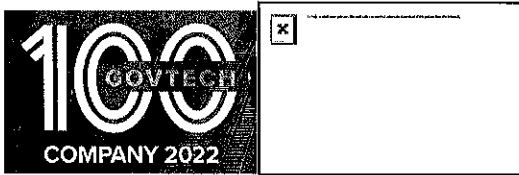
Cell 732-850-1819

[mike@govpilot.com](mailto:mike@govpilot.com) | [www.govpilot.com](http://www.govpilot.com)

[Book my Calendar Here](#)

**GovTech 100 Award Winner**

**2022, 2021, 2020, 2019, 2018**



	SmartGov	CloudPermit	Gov Pilot	IWorQ	Current Software (Williamson Law Book)
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**Capabilities**

<b>Permits</b>	Yes	Yes	Yes	Yes	Yes
Copy for renewal	Yes	Yes	Yes	Yes	No
Customize per type	Yes	Yes	Yes	Yes	No
Inspections (direct email results?)	Y-email	Yes	separate module	Y-email	Yes-track, notes No
Expirations (auto email or mail list)	Yes (both)	Yes (both)	Yes	Yes	Yes
Credit Card Capable	Yes	Yes	Yes	Yes	No
<b>Violations/Code Enforcement</b>	Yes	Yes	separate module	Yes	Yes
Letter templates	included	Included		3	sort of (must request)
Comply by date reminder (automatic or via report?)	Yes auto	Yes auto	Yes	?	Yes via report
<b>Planning/Zoning apps</b>	Yes	Yes	separate module	separate module	Yes
<b>In Field Use</b> (app vs. scaled version)	app	app	app	scaled (browser, not app)	scaled (limited, hard to use)
<b>GIS Map integration</b>	Yes (Zoning not included)	Yes (Zoning not included)	separate module	Yes (Zoning not included)	No
<b>Property Update (from County/Assessor)</b>	regularly	regularly	weekly	quarterly	No (add split/ownership change manually)
<b>Customizable Reports</b> (self customized or request from Company)	yes self, anytime	yes self, anytime	yes self, anytime	yes self, anytime	request required Request from WLB *takes months, if at all
<b>Public Portal</b>	Included	included	separate module	separate module	No
<b>Yearly Fire Inspections</b>	included	included	separate module	separate module	Permit req'd
<b>Contractor Information</b>	included	included	separate module	Included	Yes
<b>Photos/Documents</b>	included can attach in field	yes can attach in field	yes (separate?)	yes *limited storage	Yes *cannot attach infield

**Cost**

<b>Yearly subscription fee</b>	\$ 17,860.97	\$ 16,000.00	\$ 36,000.00	\$ 8,000.00	\$ 3,810.00
	*Average per year Year 1 \$13,239.12 Year 2 \$18,181.77 Year 3 \$18,727.22 Year 4 \$19,289.03 Year 5 \$19,867.71 *price includes 21% discount through Sourcewell				
<b>Year 1 setup fee</b>	\$ 35,000.00	\$ 6,000.00		\$ 5,500.00	
<b>Data Conversion</b>	all	Included		5 hours	
<b>Data Storage</b>	unlimited	unlimited		100GB	
<b>All inclusive vs modules</b>	all-inclusive	all-inclusive	module	module	
<b># of users</b>	unlimited	unlimited	unlimited	unlimited	Limited
<b>Notes</b>	*complete implementation and data conversion plus training *implementation includes workflow review and support to improve efficiency *yearly fee based on population *future use can include online portal FOIL requests, contractor licensing (already included) *additional products include Asset Management, Work Order Maintenance, Predictive Modeling, Energy Management, etc. (Highway Dept.; no programs available for Clerk or Assessor)	*complete implementation and data conversion plus training *Original quote \$30,000/year *2nd quote \$19,000/year no programs available for Clerk or Assessor	*Essentials: 5 modules \$20,000.00 Professional: 10 modules \$36,000.00 Enterprise: 20 modules \$60,000.00 Unlimited; 125+ modules \$86,000.00	*Price is for Permit Management and Code Enforcement Module	*yearly cost is for 5 user licenses, 3 desktop computer, 2 tablets

SmartGov

CloudPermit

Gov Pilot

IWorQ

Current Software  
(Williamson Law Book)**Yearly fee covers/includes:**

Unlimited user licenses	✓	✓		
Unlimited data storage	✓	✓		
Unlimited data fields/workflow	✓	✓		
All software features	✓	✓		
Automated connection to GIS/parcel data	✓	✓		
Maintenance/updates/new features	✓	✓		Supposed to, hasn't happened in over a year
App for phone/tablet use	✓	✓		No
Standard reports and form letters	150+	unlimited		
Unlimited Public Access	✓	✓		
Public Notices	✓	✓		
Complete online application process	✓	✓		
Upload of submittal documents	✓	✓		
Support	12 hours/day phone online resources Support portal	12 hours/day phone online resources Support portal		included during business hours, via phone only, 1 IT person



**PREPARED FOR**

Town Of Aurora ("Subscriber")

Jennifer Calkins

5 S Grove Street  
East Aurora, NY 14052

**PREPARED BY**

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 400

Cary, NC 27518

**Dude Solutions is now Brightly. Same world-class software, new look and feel.**

**Meet Brightly at [brightlysoftware.com](https://brightlysoftware.com)**

**PUBLISHED ON**

March 22, 2022



Q-293620

This SOW has been defined to leverage Brightly's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the Brightly team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

**Service Term: 60 months (07/01/2022 - 06/30/2027)**

<b>Services</b>			
<b>Services Invoice - Year 1</b>			
<b>Item</b>	<b>Start Date</b>	<b>End Date</b>	<b>Investment</b>
SmartGov - Enterprise	7/1/2022	6/30/2023	12,542.15 USD
SmartGov Connector Merchant	7/1/2022	6/30/2023	696.97 USD
<b>Subscription</b>			<b>13,239.12 USD</b>

**Year 1 Total:**

The Services invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

\*3 months included at no charge on the first invoice.

<b>Professional Services</b>	
SmartGov Custom Implementation	0.00 USD
SmartGov Training - Basic	2,752.15 USD
Workflow template customization (package of 10)	16,625.00 USD
Fees Configuration (Pages)	2,522.25 USD
General Config	2,375.00 USD
Map Connector Configuration	1,187.50 USD
<b>Professional Services Year 1 Total:</b>	<b>35,286.80 USD</b>



Parcel Connector Configuration	2,968.75 USD
Portal Configuration	1,187.50 USD
Project Management	4,243.65 USD
Existing Merchant Connector Configuration	1,425.00 USD
<b>Professional Services Year 1 Total:</b>	<b>35,286.80 USD</b>
<b>Total Year 1 Services &amp; Professional Services</b>	<b>48,525.92 USD</b>

The above level of effort and associated pricing is based on the SMARTGOV package selected by Town Of Aurora and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via Company Change Control Authorization ("CCA") process.



Q-293620

### Remaining Services Invoices

Year 2	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2023	17,224.56 USD
SmartGov Connector Merchant	7/1/2023	957.21 USD
<b>Total:</b>		<b>18,181.77 USD</b>
Year 3	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2024	17,741.29 USD
SmartGov Connector Merchant	7/1/2024	985.94 USD
<b>Total:</b>		<b>18,727.22 USD</b>
Year 4	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2025	18,273.53 USD
SmartGov Connector Merchant	7/1/2025	1,015.50 USD
<b>Total:</b>		<b>19,289.03 USD</b>
Year 5	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2026	18,821.74 USD
SmartGov Connector Merchant	7/1/2026	1,045.97 USD
<b>Total:</b>		<b>19,867.71 USD</b>

## Jennifer Calkins

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**From:** Peter Rotenberg <peter.rotenberg@cloudpermit.com>  
**Sent:** Wednesday, May 4, 2022 5:34 PM  
**To:** Jennifer Calkins  
**Subject:** Re: Follow Up Questions  
**Attachments:** Cloudpermit US Brochure 2022 (2)[25].pdf

Hi Jennifer,

Thanks so much for checking in on this. Per your questions:

1. Clerk and Assessor can access the software to gather information or enter data as needed. No extra cost for that functionality. We do not have workflows for
2. The yearly fee includes:
  - Unlimited User Licenses
  - All software features in all modules (citizen portal, back-end, inspections, public notice, ect)
  - Maintenance/Monthly software updates including newly developed features
  - Support (12hrs/day of phone support, support portal, online resources)
  - Unlimited digital storage
  - \*I've attached a product brochure which goes over the features in each module
3. I spoke with my Jarkko (was on the call with us), and he said we can reduce the overall annual fee by \$3,000.00 to a total of \$16,000.00 if you can start the implementation with us before the end of June. Also, we can defer payment on the set-up costs to a future date to give you time to get the grant if needed.

Please let me know if you have any questions about the information above.

Thanks,

**Peter Rotenberg**  
Director, Sales Development

647.461.2586  
[Peter.Rotenberg@cloudpermit.com](mailto:Peter.Rotenberg@cloudpermit.com)  
[cloudpermit.com](http://cloudpermit.com)

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**From:** Jennifer Calkins <jcalkins@townofaurora.com>  
**Date:** Wednesday, May 4, 2022 at 1:46 PM  
**To:** Peter Rotenberg <peter.rotenberg@cloudpermit.com>  
**Subject:** Follow Up Questions

Good afternoon Peter!

We had further discussion with two of the Town Board members this week when reviewing our short list and have a few additional follow-up questions:

1. Does Brightly offer software for Town Clerk or Assessor's (I believe we discussed this, and the answer was no, but I'd like to confirm)?



\$8,500/yr.

\$15,500 Setup cost  
iWorQ

www.iworq.com

### iWorQ Price Proposal

<b>Town of Aurora</b>	<b>Population- 13943</b>
575 Oakwood Avenue East Aurora, New York 1405	Prepared by: Adrian Stewart

### Annual Subscription Fees

<b>Application(s) and Service(s)</b>	<b>Package Price</b>	<b>Billing</b>
<b>Community Development (Basic)</b> *Permit Management *Code Enforcement  Quarterly upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information Track code violations, fees, and activities Configurable reporting Unlimited access to iWorQ's template library 3 custom letters  Premium Data (25MB Uploads & 100GB Storage)	<b>\$8,500</b>	Annual
<b>Subscription Fee Total (This amount will be invoiced each year)</b>	<b>\$8,500</b>	<b>Annual</b>

### One-Time Setup, GIS integration, and Data Conversion Fees

<b>Service(s)</b>	<b>Full Price Cost</b>	<b>Package Price</b>	<b>Billing</b>
Implementation and Setup cost year 1	<del>\$6,000</del>	\$5,500	Year One
Up to 5 hours of GIS integration and data conversion	<del>\$1,000</del>	Included	Year One
Data Conversion	<del>\$4,900</del>	Included	Year One
One-Time Setup Total (This amount will be added year 1)	<del>\$11,900</del>	\$5,500	Year One
<b>Grand Total Due Year 1</b>	<del>\$20,400</del>	<b>\$14,000</b>	<b>Year One</b>



WS-7

Town of Aurora, NY  
Erie-Cattaraugus Rail Trail – Southern Tier Trail

WHEREAS, the Town of Aurora is committed to honoring the history of the Hamlets of West Falls and Jewetville while embracing a future that provides beneficial cultural, educational, recreational, and economic opportunities for their residents and the residents of the Town of Aurora in general;

WHEREAS, Erie Cattaraugus Rail Trail, Inc. is a 501(c)(3) not-for-profit organization and the trail manager for the railbanked portion of the Buffalo-Pittsburgh Railway in the Town of Aurora;

WHEREAS, the Town of Aurora recognizes the many benefits for the residents of the Town of Aurora from the conversion of the Baltimore-Pittsburgh rail corridor located in the Town of Aurora to a multi-use recreational trail, including:

- Expanded opportunities for small business development and attracting new investments, especially in the Hamlets of West Falls and Jewetville;
- An attractive resource for current and new residents and a destination for visitors;
- Linking community assets to adjacent skiing, fishing, and other recreational opportunities;
- Linking Aurora’s community assets to those in adjacent municipalities, leading to regional growth in tourism and related recreational, cultural, and economic growth opportunities;
- A healthy activity for families and individuals that promotes health care quality and education;
- Additional community-based recreational opportunities for children, youth, adults, and seniors of all ages and abilities;
- Positive economic growth;
- Reuse of existing buildings in the Hamlet of West Falls;

WHEREAS, the Town of Aurora also recognizes the concerns of landowners neighboring the Baltimore-Pittsburg rail corridor regarding safety and privacy; and

WHEREAS, the Erie Cattaraugus Rail Trail has entered into a legally-binding agreement to keep the West Falls Conservation Society in operation with minimal impact on their activities; and

WHEREAS, the Town of Aurora remains committed to addressing the privacy and safety concerns of residents along the trail and will hold Erie Cattaraugus Rail Trail, Inc accountable to their commitment to involve residents in the design and implementation of trail improvements; and

WHEREAS, the Erie Cattaraugus Rail Trail has committed to resolving the safety and privacy concerns of residents along the trail to the best of their ability; and

WHEREAS, New York State Senator Patrick Gallivan and United States Congressman Christopher Jacobs have both endorsed the development of the Erie Cattaraugus Rail Trail; and

Whereas, Erie Cattaraugus Rail Trail has committed to utilizing all funds generated as a result of this Resolution of Support to improve the section of the trail located in the Town of Aurora for the benefit of our residents; now

THEREFORE, BE IT RESOLVED:

The Town of Aurora supports the development of the railbanked portion of the Buffalo-Pittsburgh Railway in the Town of Aurora into a multi-use trail by Erie Cattaraugus Rail Trail, Inc. provided that Erie Cattaraugus Rail Trail, Inc. will continue to work with the Town of Aurora and neighboring landowners to mitigate safety and privacy concerns as much as is reasonably possible and also with the Town of Aurora and the West Falls Conservation Club to ensure the long-term continuation of this valuable community organization as it has historically operated.

Adopted the \_\_\_\_\_ day of \_\_\_\_\_ 2022

The Aurora Town Board

\_\_\_\_\_  
James Bach  
Town Supervisor



WS-8

**Sales Quote: Q-244269**

**Offer Expires: June 10, 2022**

**Prepared for:**  
Luke Wochensky  
Councilmember  
Town of Aurora, NY  
575 Oakwood Avenue  
East Aurora, NY 14052  
1 (716) 208-6376  
lwochensky@townofaurora.com

**Prepared by:**  
Blair Morgen  
SLG Account Executive  
OnSolve  
780 West Granada Blvd  
Ormond Beach, FL 32174  
blair.morgen@onsolve.com

**Payment Terms:** Net 30  
**Billing Frequency:** Annually  
**Currency:** USD

**Subscription Service Fees**

**Critical Communications**

Item/Description	Order Term	Qty	Annual Price*	Term Total
CodeRED Standard Unlimited Package	06/01/2022 - 05/31/2023	1	\$6,965.00	\$6,965.00
CodeRED Weather Warning	06/01/2022 - 05/31/2023	1	\$0.00	\$0.00
CodeRED Premium Data	06/01/2022 - 06/31/2023	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	06/01/2022 - 05/31/2023	3	\$0.00	\$0.00
<b>Critical Communications Subscription Fees</b>				<b>\$6,965.00</b>

**ORDER TOTAL** **\$6,965.00**

**Annual Fees**

<b>Year 1 Subscription Fees + Non-Recurring Service Fees</b>	<b>\$6,965.00</b>
--	-------------------

\*The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

**Service Description – Critical Communications**

**CODE-Unlimited Pkg**

- CodeRED Subscription Service
- Emergency and non-Emergency use
- Unlimited voice minutes, SMS Text, Email, RSS, TTY and Social Media messages
- Unlimited CodeRED Mobile Alert application push notifications

- Unlimited initiators
- Role based initiator permissions
- Esri based mapping
- Custom geocoding
- Managed Data Services with one (1) annual Data Load
- Two-Way messaging for contacts
- Dedicated public enrollment web page with branding
- Unlimited Opt-in categories
- Contact enrollment web page
- Web widget with enrollment link
- Voice based polling
- Reporting and analytics
- Resource Library
- Solution setup
- Base System Updates and Maintenance
- One (1) annual live web-based training – client dedicated
- Unlimited access to monthly web-based live and recorded trainings
- 24/7/365 support

**Service Terms**

- Use of the Subscription Service is intended for **Town of Aurora NY, (Erie County) Village of East Aurora NY, and Hamlets of West Falls, Griffins Mills, South Wales, and Jewettsville.**
- Population: **14,500**. A population increase above 10% may result in increased pricing.
- Emergency means threat to life and/or property.
- "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.



**Sales Quote: Q-366780**

**Offer Expires: June 10, 2022**

**Prepared for:**  
 Luke Wochensky  
 Councilmember  
 Town of Aurora, NY  
 575 Oakwood Avenue  
 East Aurora, NY 14052  
 1 (716) 208-6376  
 lwochensky@townofaurora.com

**Prepared by:**  
 Blair Morgen  
 SLG Account Executive  
 OnSolve  
 780 West Granada Blvd  
 Ormond Beach, FL 32174  
 blair.morgen@onsolve.com

**Payment Terms:** Net 30  
**Billing Frequency:** Annually  
**Currency:** USD

**Subscription Service Fees**

**Critical Communications**

Item/Description	Order Term	Qty	Annual Price*	Term Total
CodeRED Standard Unlimited Package	09/01/2022 - 08/31/2025	1	\$6,616.75	\$19,850.25
CodeRED Weather Warning	09/01/2022 - 08/31/2025	1	\$0.00	\$0.00
CodeRED Premium Data	09/01/2022 - 08/31/2025	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	09/01/2022 - 08/31/2025	3	\$0.00	\$0.00
CodeRED Standard Unlimited Package	06/01/2022 - 08/31/2022	1	\$0.00	\$0.00
CodeRED Weather Warning	06/01/2022 - 08/31/2022	1	\$0.00	\$0.00
CodeRED Premium Data	06/01/2022 - 08/31/2022	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	06/01/2022 - 08/31/2022	3	\$0.00	\$0.00
<b>Critical Communications Subscription Fees</b>				<b>\$19,850.25</b>

**ORDER TOTAL**

**\$19,850.25**

**Annual Fees**

<b>Year 1 Subscription Fees + Non-Recurring Service Fees</b>	<b>\$6,616.75</b>
<b>Year 2 Subscription Fees</b>	<b>\$6,616.75</b>
<b>Year 3 Subscription Fees</b>	<b>\$6,616.75</b>

\*The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

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- Solution setup
- Base System Updates and Maintenance
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