

WS-1 | 5A

**AGREEMENT
FOR
POLICE SERVICES
20182023-20238**

THIS AGREEMENT is entered into this 1st day of June, 201823 by and between the **TOWN OF AURORA**, a municipal corporation in the County of Erie and State of New York, with its principal office at ~~300 Glead Street~~575 Oakwood Avenue, East Aurora, New York, 14052, hereinafter referred to as the "TOWN", and the **VILLAGE OF EAST AURORA**, a municipal corporation in the said Town of Aurora, County of Erie and State of New York, with its principal office at ~~571 Main Street~~85 Oakwood Avenue, East Aurora, New York, hereinafter referred to as the "VILLAGE".

1. LEGAL BASIS

This Agreement is governed by the laws of the State of New York.

2. POLICE SERVICES

During the term of this Agreement, the Village shall furnish police services to that area of the Town of Aurora lying outside the Village limits of the incorporated Village of East Aurora and in the following manner:

2.1 The Village will authorize and direct its members of the Police Department to patrol and operate police vehicles of the Village, along and over all of the public streets, highways, roads and thoroughfares of the Town of Aurora lying outside the Village limits of the incorporated Village of East Aurora under the supervision of the chief or his designee.

2.2 During the term of this Agreement, the Police Department of the Village and its members will be subject to call by residents of the Town residing within the said area for police services and the said Police Department will respond to all such proper calls with reasonable dispatch and act with diligence to protect persons and/or property from injury and/or death, to preserve the peace, to prevent the commission of crime and to apprehend those who shall have committed crimes or offenses in the said area. Such police services shall be provided by the Village to the Town on a seven (7) day, twenty-four (24) hour basis as determined by the Chief of Police in order to provide comparable police services for both the Town and the Village.

2.3 The Police Department of the Village shall enforce:

- (a) State statutes, and county ordinances and laws in the Town to the same extent as enforced by the Police Department within the Village of East Aurora; and
- (b) Town ordinances and laws in the Town to the same extent as they would be enforced if said ordinances and laws were applicable and consequently enforceable within the Village of East Aurora.

2.4 REPORTING

- (a) The Police Department shall provide to the Town a monthly report of activities. This report shall include response times, the number of calls for service, reported crimes, arrests, crimes cleared by arrest and traffic citations. This report shall be separated into "Village" and "Town Outside Village" in addition to or in place of the current report using Quadrants.

- (b) The Village Treasurer shall provide to the Town a quarterly budget status report for the Police and Dispatch departments. Reports will be due by September 1, December 1, March 1 and June 1.

2.5 AUTHORIZATION

The Town hereby authorizes and empowers all duly authorized members of the Police Department of the Village, during the term of this Agreement, to act and perform the duties as such police officers within the areas of the Town of Aurora which are outside the Village limits of the incorporated Village of East Aurora with the same powers, duties, immunities and privileges as if such officers were acting as such police officers and performing such duties within the Village of East Aurora, New York. Nothing contained in this Agreement shall be construed as in any way limiting the jurisdiction of such duly authorized and appointed members of the Police Department of the Village to act and perform the duties of such police officers in the area of the Town of Aurora hereinafter in this Agreement described, and such jurisdiction shall extend to all areas of the Town of Aurora both inside and outside the boundaries of the incorporated Village of East Aurora.

2.6 VILLAGE PROTECTION

The police protection to be provided pursuant to this Agreement is to be reasonable in nature. In the event the mobilization of the entire on-duty officers of the East Aurora Police Department is required to provide police protection for an emergency within the Village, it is the responsibility of the Village to immediately contact the Erie County Sheriff's Department or New York State Police to request supplemental and alternative police protection.

Acknowledging that General Municipal Law requires the Village to have priority to police protection within the Village, the Village acknowledges its responsibility and liability under this Agreement with urgency to request immediate alternate police services when such services are required within the Town. The determination of the mobilization of the entire on-duty officers of the East Aurora police force will be determined by the Chief of Police, taking into account the nature of the event being addressed.

2.7 UNIFORMS

The Village agrees to cause the uniforms of its police officers and the marked vehicles of its Police Department to be lettered in such a manner as to clearly indicate to the public that the said Police Department and vehicles are part of a Police Department that has jurisdiction both inside the boundaries of the Village of East Aurora and within the Town of Aurora outside the boundaries of the said Village of East Aurora during the period covered by this Agreement.

2.8 DOG CONTROL OFFICER

The police dispatcher will contact the dog control officer of the Town whenever calls are received from the Town and/or Village residents concerning dogs.

3. LIABILITY

3.1 VILLAGE

The Village shall assume liability for, defend against, and indemnify and secure the Town from all losses, expenses, damages, costs and attorney fees in defending or prosecuting any suit, action or other proceedings

brought in connection with this Agreement, arising out of the performance of this Agreement. The Village shall cause all insurance policies covering the operations of its Police Department to be endorsed to include the Town as an additional insured on an endorsement basis and otherwise on the same basis as the Village is insured by and under said insurance policies, during the term of this Agreement. The Village shall furnish proof of insurance referred to above.

4. PERSONNEL

4.1 EMPLOYEE STATUS

For purposes of this Agreement only, all persons employed by the Village and providing police services to the Town shall be Village officers or employees and they shall not have any benefit, status, or right of Town employment.

4.2 INDEMNITY

All Village police officers performing services under this Agreement shall be deemed employees of the Village for the purposes of the Workman's Compensation Law and the Town shall not be responsible for the payment of any benefits there under.

5. MUNICIPAL AGENCY

For the sole purpose of giving official status to their acts when performing municipal police functions within the scope of this Agreement, every Village officer or employee engaged in providing police services to the Town shall be considered an employee of the Town.

6. FEES

6.1 ANNUAL FEE –

The Town shall pay the Village for services rendered pursuant to this Agreement, 49% of the Village's direct net expenses (gross expenses minus gross revenues) and an 2%-indirect administrative fee (2%-fee of net expenses) for police services, according to the following schedule, with the following exception:

a) That the maximum reimbursement for personnel compensation and benefits will be based on the position allocations set forth in **Exhibit A – Reimbursement of Compensation and Benefits** or the actual cost, whichever is lower.

Administrative Fee Schedule

2.6% for 2023-2024

3.2% for 2024-2025

3.8% for 2025-2026

4.4% for 2026-2027

5% for 2027-2028

In addition, it is understood that the compensation and benefits for each position/category listed in **Exhibit A** shall be in accordance with any Collective Bargaining Agreements in effect at that time between the Village of East Aurora and East Aurora Quaker Club Police Benevolent Association and CSEA Local 1000 AFSCME AFL-CIO Local 815 (vehicle mechanic). The Village Board shall determine the compensation and benefits for non-union staff.

Expenses shall include at least the following but not limited to:

Personnel Compensation and Benefits

(e.g., FICA, Workers Comp., Life Ins., Health/Medical Ins.,
Dental/Optical Ins., Disability Ins.) (See Exhibit A)

NYS Retirement

Equipment

Operating Expenses

General Liability and Professional Liability Insurance

Legal Expenses

Debt

Administration Fee of 2% according to schedule of net police service cost

Revenues shall include at least the following but not limited to:

Police Fees

Stop DWI Fees

Dare Donation

K-9 Donation

SRO from EA School

Insurance Recovery

Worker's Compensation & Disability Reimbursement

BUNY & Step Grants

Grants (as applicable)

Central Police Dispatch Cost shall consist of 49% of allocated cost as per the Joint Service Agreement, dated March 3, 1977, (currently 60% of net central dispatch cost) or as amended.

Amount to be calculated annually based on the actual expense and revenues for the Village's prior fiscal year June 1, through May 31, of each year.

6.2 PAYMENT OF FEE

The Village shall provide the yearly payment figure to the Town on or before August 31st for payment in the next succeeding calendar year.

The Town shall pay the Village no later than ~~January 31~~February 28 of each year in accordance with **Exhibit B - Payment Schedule**.

The parties to this Agreement acknowledge that the figures given to the Town by the Village may not include certain cost figures in the Village's Police operation, such as retroactive benefits received under Collective Bargaining Agreements, contributions to retirement systems, and similar items, because they were not available to the Village by August 31 of a particular year in question. The parties agree that every year during the term of this Agreement and after the expiration of this Agreement, the Village will submit to the Town such lag and/or retroactive costs that were not included in the prior year's (s') costs and shall thereafter invoice the Town for the same, and the Town will pay the same to the Village within sixty (60) days after receipt of such invoice from the Village. In the event of non-payment within sixty (60) days, the interest provisions of Section 6.3 shall apply.

6.3 INTEREST

The Town of Aurora further agrees to pay to the Village of East Aurora interest on the sums due as calculated above on a per diem basis from May 31 of the previous calendar year to the day of payment in the event payments are not made by ~~January 31~~February 28 of any given year. The rate of interest to be paid by the Town of Aurora shall be the thirty-day certificate of deposit rate in effect at Manufacturer and Traders Trust Company (M & T Bank) on May 31 of the previous calendar year.

7. **TERM**

This Agreement shall be effective as of the 1st day of June 2018~~23~~ and shall terminate on the 31st day of May 2023~~8~~. In the event the Village decides not to renew the Agreement, they shall provide written notice to the Town by August 1, 2022~~7~~. In the event the Town decides not to renew the Agreement, they shall provide written notice to the Village by December 31, 2022~~7~~. This Agreement shall automatically renew for a one-year period (June 1, 2023~~8~~ through May 31, 2024~~2029~~) in the absence of any such written notice by the Town and the Village, with all terms and conditions remaining the same, including that the administrative fee shall be 5%.

8. **DISPUTES**

Should any dispute arise between the parties respecting the terms of this Agreement, the disputed matter shall be settled by arbitration in accordance with the laws of the State of New York, by three (3) arbitrators, one of whom shall be selected by each of the parties hereto, and the third by the two arbitrators so selected. If the selection of any arbitrator shall not be made within fifteen (15) days of the time that either party shall notify the other of the name of the arbitrator selected by the notifying party, then the arbitrator or arbitrators not selected shall be appointed in the manner provided by the laws of the State of New York.

EXHIBIT A
REIMBURSEMENT FOR
COMPENSATION AND BENEFITS

<u>Positions</u>	<u>Number of Positions</u>
Chief of Police	1
Police Lieutenants	4
Detectives/Patrol Officers	12
School Resource Officer FT (FT Officer less reimbursements by EA School District as defined in the SRO contract between the EA School District and the Village of East Aurora Signed in 2022)	1
School Resource Officer PT (Part-Time to be reimbursed by EA School District)	1
Administrative Assistant	1
Vehicle Mechanic (Part-Time, 469hrs)	1

The above list of positions and number of positions is for reimbursement purposes only.

Compensation Categories

1. Compensation to include: Base Salary, Academic Pay, Holiday Pay, Special Stipends (Range Training Officer, Drug Recognition Expert, etc.), Shift Differential Pay, Shift Command Pay, Vacation Turn-In Pay, and Field Training Officer Pay.
2. Longevity
3. Deferred Compensation
4. Uniform Allowance
5. Overtime

EXHIBIT B
PAYMENT SCHEDULED

The following payment schedule is in accordance with Section 6.2 of the agreement.

<u>Village's Fiscal Year</u>	<u>Town Payment due by</u>
2018-2023 - 2019 <u>2024</u>	January 31 <u>February 28</u> , 202 <u>05</u>
2019 <u>24</u> - 202 <u>05</u>	January 31 <u>February 28</u> , 202 <u>61</u>
202 <u>05</u> - 202 <u>16</u>	January 31 <u>February 28</u> , 202 <u>72</u>
202 <u>16</u> - 202 <u>27</u>	January 31 <u>February 28</u> , 202 <u>83</u>
202 <u>27</u> - 202 <u>38</u>	January 31 <u>February 28</u> , 202 <u>94</u>

MEMORANDUM OF AGREEMENT

THE TOWN OF AURORA (hereinafter the "Town") and **THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, LOCAL 815, TOWN OF AURORA UNIT #6780** (hereinafter the "Union"), make the following agreement:

WHEREAS, the Town has two operational natural gas wells located on Town property (the "Wells") which require monthly reading, inspection, maintenance and reporting; and

WHEREAS, the Town has two fuel pumps (the "Fuel Pumps") that must be inspected daily by a certified inspector and which require monthly reporting; and

WHEREAS, to date, the Town has contracted with a third-party to provide well tending services, including monitoring, care, and maintenance of the Town's Wells; and

WHEREAS, the current well-tender is planning to retire in the coming months, and due to the infrequent and limited well-tending work available at the Town, the Town has been unable to contract with a well-tender to provide well-tending service for the Town's Wells; and

WHEREAS, the Town's current well-tender has agreed to train Town employees to perform the well-tending services so that the Town is able to monitor, care for, and service its own Wells; and

WHEREAS, the Town wishes to train two employees represented by the Union and covered by the collective bargaining agreement ("CBA") to perform the well-tending responsibilities and assign well tending responsibilities and fuel pump inspection and reporting responsibilities to the trained individuals.

NOW THEREFORE, the Town and the Union hereby stipulate and agree as follows:

1. The selection of employees to be trained for and perform well-tending and fuel pump inspection and reporting duties will be at the sole discretion of the Town and shall not be subject to the requirements of Section 10.07 of the CBA or the grievance and arbitration process.
2. Employees selected to be trained for and perform well-tending duties, and who are certified to perform – and actually perform – the fuel pump inspections and reporting will receive a stipend in the amount of \$0.50/hour for all hours worked.
3. The Union shall not have exclusive jurisdiction over the well-tending work or the fuel pump inspection and reporting work. The Parties agree that, in the

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



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MAKHA L. BERGER
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurora.com

MEMO

TO: Aurora Town Board
FROM: Kathleen Moffat
RE: Town Contribution Amounts toward Health Insurance
DATE: 06/12/23

The Town's monthly contribution rates toward health insurance are set through 2023. I respectfully request approval to set the 2024 and 2025 monthly rates as listed below. These rates are the same as the rates set in the union contract, as voted by the Town Board on 12/12/22.

- 2024 Town Contribution toward Health Insurance (4% increase over 2023)
 - \$517 Single
 - \$1029 Employee + Spouse
 - \$874 Employee + Child(ren)
 - \$1480 Family
- 2025 Town Contribution toward Health Insurance (4% increase over 2024)
 - \$538 Single
 - \$1071 Employee + Spouse
 - \$909 Employee + Child(ren)
 - \$1540 Family

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



WS-4 D

CLERK
JACK
(716) 652-5280
townclerk@townofaurora.com

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

MEMO

TO: Town Board
FROM: Valerie Venturo
RE: New Lactation Policy
DATE: June 6, 2023

Approval is respectfully requested for a new lactation policy to be added to the Town of Aurora Employee Personnel policy.

NYS is expanding its lactation accommodation requirements with changes taking effect on June 7th, 2023. We are required to add this to our existing policy. We recommend adding a new section number of 5.07 for the new policy addition.



TOWN OF AURORA

LACTATION POLICY

Guidelines Regarding the Rights of Nursing Mothers to Express Breast Milk in the Workplace

Lactation Policy:

The Town of Aurora will accommodate the needs of lactating mothers to express breastmilk during the workday, in accordance with all applicable laws.

Lactation Accommodation Provisions

Reasonable Time to Express Milk at Work

Employees shall be provided reasonable time to express milk while at work for up to three years following the birth of a child. Employees should use usual break and meal periods for expressing milk, when possible. If additional time is needed beyond the provided breaks, employees may use personal leave or may make up the time during the department's normal hours of operation. The Town recognizes that the employee's lactation accommodation needs may change over time. Employees may request a change to their existing lactation accommodation at any time by contacting the Town Supervisor's Office.

A Private Area for Milk Expression

Employees will be provided with a private place, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public to express breast milk. The room can be a designated space for lactation. If this is not practical or possible, a vacant office, conference room, or other small area can be used so long as it is not accessible or visible to the public or other employees while the nursing employee is using the room to express milk. The room will:

- Be in close proximity to the employee's workstation when possible.
- Have a door equipped with a functional lock or, if this is not possible, the room will have a sign advising that the room or location is in use and not accessible to other employees or the public.
- Be well lit
- Ensure privacy by covering any windows with a curtain, blind, or other covering.
- Contain at a minimum a chair and a small table, counter, or other flat surface and an electrical outlet.
- Ideally, have nearby access to clean running water and refrigeration.

No employee shall be discriminated against for breastfeeding or expressing milk during the work period, and reasonable efforts will be made to assist employees in meeting their infant feeding goals while at work.

This policy shall be communicated to all current employees and included in new employee orientation training. Any act found to be intentional that invades a nursing mother's privacy shall be treated as a disciplinary offense and reported to the appropriate manager.

Employer Responsibilities

The Town of Aurora will:

- Maintain the general cleanliness (sweeping, vacuuming, dusting, and emptying of garbage) of the room or location set aside for the use of employees expressing breast milk at work.
- Notify employees returning to work following the birth of a child of their rights to express breastmilk at work. This notice will be provided individually to affected employees and to all employees generally through inclusion in the employee handbook.
- Respond to lactation accommodation promptly, and no later than 5 business days after receipt of the request.
- If the Town of Aurora believes that the lactation accommodation requested poses an undue hardship on the Town, we will discuss reasonable alternatives with the employee to accommodate the employee's needs, initiating a cooperative dialogue as quickly as possible, but absolutely no later than five (5) business days from the date of the request. The conversation between the Town and the employee will be in good faith, may occur orally or in writing, and will conclude with a final written determination of the accommodation granted or denied.

Employee Responsibilities

Breastfeeding employees utilizing lactation support services will:

- Notify the Town Supervisor's office of the need for lactation accommodation, preferably prior to their return to work following the birth of the child. This will allow supervisors the opportunity to establish a location and work out scheduling issues.
- Maintain the designated area by wiping surfaces with microbial wipes so the area is clean for the next user.
- Insure the safekeeping of expressed breast milk stored in any refrigerator on the premises. Breast milk can be stored in a general company refrigerator, in a refrigerator provided in the lactation room, or in the employee's personal cooler. Employees who choose to store breast milk in a Town refrigerator are required to label their breastmilk and take it home at the end of their shift each day.

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



WS-5
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TOWN OF AURORA
Aurora Municipal Center
575 Oakwood Avenue, East Aurora, NY 14052
www.townofaurora.com

To: Aurora Town Board
From: Martha Librock, Town Clerk
Date: June 5, 2023
Re: Pool Project Change Order

Please consider approving Change Order No. 7 from Peyton Barlow Co., Inc. in the amount of \$6,178.00 for additional roof sheathing need to replace damaged roof sheathing on the Community Pool buildings.

AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Updates and Repairs to Town of Aurora Community Pool 690 South Street, East Aurora, NY 14052	CONTRACT INFORMATION: Contract For: General Construction Date: 09/22/2022	CHANGE ORDER INFORMATION: Change Order Number: 007 Date: 06/01/2023
OWNER: <i>(Name and address)</i> Town of Aurora 575 Oakwood Avenue East Aurora, NY 14052	ARCHITECT: <i>(Name and address)</i> Fontanese, Folts, Aubrecht, Ernst Architects, P.C. 6395 West Quaker Street Orchard Park, NY 14127	CONTRACTOR: <i>(Name and address)</i> The Peyton Barlow Co., Inc. 360 Delaware Avenue, Suite 300 Buffalo, NY 14202

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

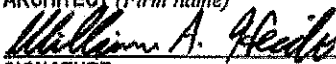
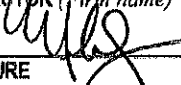
The existing plywood roof sheathing was in worse shape than expected and there was 34 sheets that needed to be replaced in kind for the new roofing work. Refer to the attached PBC Job Modification #7r2 documentation for supplemental information.

The original Contract Sum was	\$ 374,670.00
The net change by previously authorized Change Orders	\$ 7,361.00
The Contract Sum prior to this Change Order was	\$ 382,031.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 6,178.00
The new Contract Sum including this Change Order will be	\$ 388,209.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Fontanese, Folts, Aubrecht, Ernst Architects, P.C.	The Peyton Barlow Co., Inc.	Town of Aurora
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
		
SIGNATURE	SIGNATURE	SIGNATURE
William A. Heidt, R.A., Project Architect	Michael Morga, President	
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
06/01/2023	06/02/2023	
DATE	DATE	DATE

THE
PEYTON BARLOW CO.
INCORPORATED

April 21, 2023

William A. Heidt
Fontanese Folts Aubrecht Ernst Architects P.C.
6395 West Quaker Street
Orchard Park, NY 14127

Job Modification #7r2
Revised 4/20/23

RE: TOA – Community Pool

Dear William,

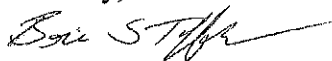
The following is a breakdown of the costs to provide additional sheathing.

• PBC – Quoted price to replace damaged roof sheathing	\$	5,270
• Peyton Barlow Co., Inc. 8% Overhead & Profit	\$	422
• PBC – Disposal of material (1/2 of dumpster charge)	\$	423
• Peyton Barlow Co., Inc. 15% Overhead & Profit	\$	63
Total Modification:	\$	6,178

- Additional time needed to complete project as a result of this change order. **0 Working Days**

Please contact our office at any time should you have questions regarding this change in scope.

Sincerely,



Brian Tofflemire
Project Manager

The above prices, specifications and conditions are satisfactory and are hereby accepted. The Peyton Barlow Co. is authorized to proceed with the above-mentioned changes to the original contract. Please sign and return to our office.

Date of Acceptance 6/1/23 Signature William A. Heidt



Town of Aurora
Department of Parks & Recreation

575 Oakwood Avenue
East Aurora, New York 14052

WSG 5F

recreation@townofaurora.com
www.aurorarec.com

To: Town Board
From: Chris Musshafen
Date: 6/6/2023
Re: Rural Outreach Pool Use

Approval is requested to allow Rural Outreach to use the pool, again this year, once a week during open hours from July 10th to August 17th for \$40/day. Rural Outreach expects to have approximately 30 children accompanied by several staff members attending. The pool will already be fully staffed to accommodate members and daily patrons.



Town of Aurora
Department of Parks & Recreation

575 Oakwood Avenue
East Aurora, New York 14052

recreation@townofaurora.com
www.aurorarec.com

WS-7

5G

To: Town Board
From: Chris Musshafen
Date: 6/6/2023
Re: SpookEA

Approval is requested to allocate \$200 from our program supply line, A7140.440, for a proposed new town event called SpookEA. This is similar to our Holiday Tour of homes. See attached memo from David Moomaw.

The \$200 would be used for yard signs that would display a QR code to reveal a map tour of the participating homes. The signs can be used in subsequent years.

David Moomaw
Halloween Design Club
423 Oakwood Ave
East Aurora, NY 14052
davemoomae@gmail.com
716 655 4033

Meghan Tent
Aurora Parks and Recreation

Spook EA Proposal

The Halloween Design Club would like to start a new Town event we are calling Spook EA. The goal is to promote participation in Halloween Activities and home Decoration.

We will establish an on-line presence to provide an up to date map of all town and village participants. A unique yard sign with a common QR code will identify the locations, and a scan of the code will reveal the map. The yard signs will be reusable for subsequent years. Photos of the individual homes will be posted on the map.

To this end, we propose a working partnership with Parks and Recreation. Our 2023 goal is 20-25 homes. Our tentative budget request is \$200 for sign printing.

Thankyou for your kind consideration,

David Moomaw

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



US-8

5H

townclerk@t

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

To: Aurora Town Board
From: Martha Librock, Town Clerk
Date: June 8, 2023
Re: Bid Opening Results

A bid opening for a new 2022 or newer pickup truck for the Highway Department was held on June 8, 2023 at 10:00 a.m. at the Town Clerk's office. Only one bid was received as follows:

TOWN OF AURORA – BID OPENING

**Highway – Pickup Truck
June 8, 2023**

Note: One sealed bid was received by the Town Clerk prior to the 10:00 a.m. bid opening.

	BIDDER	AMOUNT BID
1	West Herr Ford Inc. 5025 Camp Road Hamburg, NY 14075	\$56,294.43



WEST HERR FORD INC

6025 CAMP ROAD
HAMBURG, NY, 14075
www.weatherr.com

Delivery Date 05/16/2023
Salesperson ROTH,JEFFREY-FH
Salesperson # 2886

PURCHASE PRELIMINARY BUYER'S ORDER

SM HENNING,PAUL
Salesperson 2 PERRY,RICH-DO
Salesperson 2 # 6200

Buyer TOWN OF AURORA # 178825 SS# DOB
Address 575 OAKWOOD AVE City EAST AURORA St NY Zip 14052-2983
Email HM 716/652-3280 Cell Wk 652/793-4
Co-Buyer # SS# DOB
Address City St Zip
Email HM Cell Wk

Quote # Deal # 730692 Stock # FAF221942 Year 2022 Make FORD Mdl F-160 Miles 97

PRIOR USE CERTIFICATION (required by Vehicle and Traffic Law 417-A) if principal prior use of the vehicle were as a police vehicle, taxicab, driver education vehicle or rental vehicle), The principal use of this vehicle was as: police vehicle, a taxicab, a driver education vehicle, or a rental vehicle NOT APPLICABLE
X

The dealer named above further certifies that this vehicle complies with the inflatable restraint system requirements found in section 419-a of New York State Vehicle and Traffic Law.

Table with columns: Vehicle Id #, Price, Plate info: Weight, Plate #, Expiration date, and various equipment items like RAPID RED MET TINTED CC, SPORT CLOTH 40/CONSOLE/40, BLACK, etc.

Table with columns: Pricing Information, MSRP, and various fees like Price Plan PIN #, Aftermarket/ESP, Total Price, Trade Allowance, etc.

TRADE INFORMATION: (Appraisal attached)
Year Make Model
VIN Allowance \$
Balance owed to:
Address
Net Amt. N/A TII By
Acct. #

This is a non-binding statement of intention to purchase/lease a vehicle. Final terms and conditions may vary and are subject to execution by Customer and Dealer of a Vehicle Purchase Agreement or Vehicle Lease Agreement and financing approval, if applicable.

Dealer offers service contracts not branded by the vehicle manufacturer, as well as service contracts branded by vehicle manufacturer. If Customer purchases a service contract not branded by the vehicle manufacturer, Customer understands that the vehicle manufacturer is not responsible for any claims under the vehicle service contract...

CUSTOMER SIGNATURE CO-BUYER

MANAGER SIGNATURE SALE DATE 05/16/2023



WS-10 5J-1

ERIE COUNTY LEGISLATURE
REPUBLICAN CAUCUS

Congratulations on being awarded funding by the Erie County Legislature!

sponsored by:

Legislator Malczewski

Town of Aurora Senior Center is being awarded:

\$5,000

For the purpose of: *Furniture and Supplies*

In order for the County of Erie to issue your organization a check for the amount awarded, a funding contract must be executed. Enclosed are two copies of your funding contract. You must sign both copies of the funding contract and return them to the Erie County Legislature with the required documents listed below.

- **Schedule A – Property Description**
 - Please provide a copy of your property description

- **Schedule B - Scope of Work**
 - Please prepare and attach a document explaining how the awarded funds will be utilized for your specific project, program, or event. It is important to include how your organization benefits Erie County.
 - County funds cannot be used to offset accounts receivable.
 - No County funds can be used for a service or activity performed outside of Erie County.

- **Schedule C – Invoice**
 - Please prepare two invoices payable by the County of Erie for the total amount of your grant award, both dated the same date you sign your contract.
 - Return two official copies of the invoices with your signed contracts.

- **Schedule D - Insurance**

- Insurance certificates must be delivered before work commences or delivery of merchandise or equipment.
- Erie County must be listed as “Additional Insured” as follows:
 - County of Erie, 95 Franklin Street, Buffalo, NY 14202
 - Coverage must comply with all specifications of the contract.

Note: For insurance certificates, please use the exact title “County of Erie” as the additional insured. Failure to do so will require your insurer to issue a new certificate and will delay your payment.

- **Schedule E - Equal Pay Certification**

- Please sign the Equal Pay Certification. This must be completed even if your organization has no paid employees. Please note, your signature on this document must be notarized.

Contract Execution:

Please sign both copies of the contracts provided, in the presence of a witness, and attach copies of all of the aforementioned documents to each contract and return them to:

*The Erie County Legislature
Office of the Minority Caucus
Attn: Nancy Heath, Office Manager
92 Franklin Street – 4th Floor
Buffalo, New York 14202*

After the County approves and signs both copies of your contract, one original will be returned to you.



WS-10

5J-2

ERIE COUNTY LEGISLATURE
REPUBLICAN CAUCUS

Congratulations on being awarded funding by the Erie County Legislature!

sponsored by:

Legislator Malczewski

Office of the Aurora Town Historian is being awarded:

\$5,000

For the purpose of: *Furniture*

In order for the County of Erie to issue your organization a check for the amount awarded, a funding contract must be executed. Enclosed are two copies of your funding contract. You must sign both copies of the funding contract and return them to the Erie County Legislature with the required documents listed below.

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WS-11 4A

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 26th day of June, 2023 at 7:00 p.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 the Open Development Area proposal from Bill and Mary Beth Putney for 81 Heiler Drive, East Aurora, New York.

All interested parties are entitled to be heard upon the said proposal at the public hearing. The proposal is available for review at the offices of the Town Clerk during normal business hours or on the Town website www.townofaurora.com

Comments may also be mailed, emailed or phoned to the Town Board c/o the Town Clerk until 4:00 p.m. on June 26, 2023 prior to the meeting – townclerk@townofaurora.com or (716) 652-3280.

By Order of the Town Board of the Town of Aurora
Dated: June 12, 2023
Martha L. Libroek
Town Clerk
Town of Aurora

WS-4 5H

TOWN OF AURORA

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

MEMO

TO: Supervisor Bach and Town Board Members

FROM: Elizabeth Cassidy, Code Enforcement Officer

DATE: May 16, 2023

Attached is an ODA application for 81 Heiler Dr submitted by Bill and Mary Beth Putney. This is a multiple-lot ODA consisting of 3 lots and the property at 71 Heiler Dr was approved to build in May 2014.

81 Heiler Dr recently received variances for front yard setback, lot area, and ingress/egress from the ZBA on April 20, 2023. The application will need to be referred to the Planning Board for their review and recommendation after which the Town Board will schedule a public hearing.

This is an Unlisted action for purposes of SEQRA.

liz

TOWN OF AURORA

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

MEMO

TO: Jim Bach & Town Board Members
FROM: Don Owens, Chairman, Planning Board
DATE: June 8, 2023

=====

The following actions were taken at the June 7th, 2023 meeting of the Planning Board:

Doug Crow motions to recommend the Town Board approve the proposed **Open Development Area application at 81 Heiler Dr.**, as requested/presented with the variances that were approved on April 20, 2023.

Seconded by Chris Contento

Upon a vote being taken:

ayes – seven

noes – one

Motion Carried.

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



townc

4B

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

To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: June 7, 2023

Re: Allgaier Constrction – Senior Center Door Project

Please consider approval of payment no. 3 to Allgaier Construction Corp, in the amount of \$38,475.00 for materials and services rendered thru May 31, 2023 for the Senior Center door replacement project. Funds will be disbursed from A6772.201.

SK



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): KATHLEEN MOFFAT
 SIGNATURE: Kathleen Moffat DATE: 5/31/23

1. \$ 1500.⁰⁰ FROM: A 1110.416 COURT SECURITY OFFICER 10,071.42
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: A 1110.412 PT CONTRACTUAL (560.00)
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: TO CORRECT OVERDRAWN APPROPRIATION ACCT.

2. \$ 2520.⁰⁰ FROM: A 1110.105 COURT CLERK 28,455.08
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: A 1110.102 COURT CLERK 23,163.77
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: TO PREVENT OVERDRAWN APPROPRIATION ACCT.

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 #: _____

Kathleen Moffat

From: Jeffrey P. Markello <jmarkello@elmalaw.com>
Sent: Wednesday, May 31, 2023 10:12 AM
To: Kathleen Moffat; Anthony DiFilippo
Cc: James Bach
Subject: RE: PT Contractual Budget Line

Hi Kathleen,
Thank you for laying out those figures. Your recommended transfer makes sense to me.

Jeffrey Markello

Sakowski & Markello, LLP
attorneys at law
PO Box 399
Elma, NY 14059-0399
(716) 655-0102

ATTORNEY CLIENT PRIVILEGED – PERSONAL & CONFIDENTIAL – ATTORNEY WORK PRODUCT

From: Kathleen Moffat
Sent: Wednesday, May 31, 2023 10:00 AM
To: Anthony DiFilippo
Cc: Jeffrey P. Markello; James Bach
Subject: RE: PT Contractual Budget Line

Hi Tony,

I will submit the budget transfer as requested.

I am not aware of the Board approving a budget transfer to account for the new hire and Elizabeth's increase. I can submit one on your behalf if you prefer.

Here is the math:

Maureen Kenney

1. To be paid out of A 1110.105, which has a current balance of \$28,455.08.
2. \$20.50/hour with a hire date of 6/20/23 = \$22,796.00 through year end

Elizabeth Wilber

1. Paid out of A 1110.102, which has a current balance of \$23,163.77.
2. \$18.03/hour through 6/16/23 = \$2,163.60
3. \$21.00/hour 6/17/23 through year end = \$23,520.00
4. Total budget through year end = \$25,683.60

These figures assume 80 hour biweekly payrolls and do NOT include comp time payouts.

At minimum, I recommend transferring \$2,520 from A 1110.105 to A 1110.102. Please let me know how you would like to proceed.

Thank you!

Kathleen Moffat

Assistant to the Supervisor, Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052
(716)652-7590



From: Anthony DiFilippo <adifilippo@eany.law>
Sent: Wednesday, May 31, 2023 8:02 AM
To: Kathleen Moffat <kmoffat@townofaurora.com>
Cc: Jeffrey P. Markello <jmarkello@elmalaw.com>; James Bach <jbach@townofaurora.com>
Subject: Re: PT Contractual Budget Line

Thanks Kathleen.

Please transfer from A 1110-416 (Court Security Officer) \$1500 to A 1110-412 to cover this current shortfall and more anticipated PT training until our newly hired clerk starts and is initially trained.

Please confirm that the clerk salary line has been increased per the Boards's recent hire and salary adjustments for the court clerks .

Thanks

Tony

Sent from my iPhone
Anthony DiFilippo IV
Bennett, DiFilippo, Kurtzhaltz, Whittemore & Seibold, LLP
www.eastauroraattorneys.com
681 Main St.
East Aurora NY 14052
(716) 652-9560

On May 26, 2023, at 2:42 PM, Kathleen Moffat <kmoffat@townofaurora.com> wrote:

Good Afternoon,

Budget line A 1110.412 Part Time Contractual is overbudget by \$560. Let me know if you would like me to submit a budget transfer on your behalf. If so, please include a dollar amount as well as the account number from which to transfer the funds.

Thank you. Have a great holiday weekend!

Kathleen Moffat

Assistant to the Supervisor, Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052
(716)652-7590

<image001.jpg>

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



N 52

townclerk@townofaurora.com

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

MEMO

TO: Aurora Town Board
FROM: Kathleen Moffat
RE: Budget Amendment: EA Baseball Donation
DATE: 06/12/23

I respectfully request approval to amend the budget to record the \$1,000 donation from EA baseball for diamond dirt, as approved at the 5/22/23 Town Board meeting. The amendment is as follows:

- Increase revenue line A 2705.200 Donations EA Baseball Supplies by \$1,000
- Increase appropriation line A 7110.444 Parks Landscaping & Supplies by \$1,000

Kathleen Moffat

From: Elizabeth Deveso
Sent: Wednesday, May 24, 2023 11:21 AM
To: Kathleen Moffat
Subject: \$1,000

Kathleen,

Please do a budget amendment to put the \$1,000 that was donated for baseball dirt by EA Baseball and Softball into Parks Landscaping and Supplies, A 7110.444.

Elizabeth Deveso

Office Manager/ Highway Secretary

Town of Aurora Highway Department

251 Quaker Rd.

East Aurora, NY 14052

Phone: (716) 652-4050

Fax: (716) 652-1123

EARLY VOTING POLLING LOCATION LEASE AGREEMENT

5M



CITY/TOWN & DISTRICTS

This agreement made on the _____ (date), by and between the **TOWN OF Aurora**, hereinafter known and referred to as the **OWNER**, and the Board of Elections for the County of Erie, hereinafter referred to as the **TENANT**.

Witnesseth that said OWNER has agreed to let, and by these presents, does hereby grant, demise and let unto the said TENANT the following described premises:

LOCATION: Aurora Municipal Center
ADDRESS: 575 Oakwood Avenue, East Aurora, New York 14052

The area to be leased is a room or location that has been pre-approved by the Board of Elections within the building suitable for registration and voting and which is as close as possible to a convenient entrance to such building that provides access, by ramp or otherwise, to physically disabled voters.

PRIMARY CONTACT: Martha Librock

DELIVERY CONTACT: Martha Librock

PHONE NUMBER: 716-652-3280

PHONE NUMBER: 716-652-3280

EMAIL: mlibrock@townofaurora.com

EMAIL: mlibrock@townofaurora.com

BUILDING OPENER: Martha Librock

CELL PHONE _____ }

EMAIL: mlibrock@townofaurora.com

As a place to hold official voter registrations and conduct elections in accordance with the provisions of the New York State Election Law on the dates listed below:

EARLY VOTING - PRIMARY ELECTION: JUNE 17, 2023 – JUNE 25, 2023

EARLY VOTING - GENERAL ELECTION: OCTOBER 28, 2023 - NOVEMBER 5, 2023

For Early Voting Dates that occur during weekdays, the TENANT is to have uninterrupted use and possession of the leased area on each said date from 11:30 am, being one-half hour prior to the opening of the polls until 9:30 pm, being one-half hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

For Early Voting Dates that occur on Saturday and/or Sunday, the TENANT is to have uninterrupted use and possession of the leased area on each said date from 8:30 am, being one-half hour prior to the opening of the polls until 5:30 pm, being one-half hour after the closing of the polls or until the inspectors have completed their work, whichever shall be later.

In the event an election is delayed or continues as a result of a common disaster to another date, the OWNER agrees to make available the leased area to the TENANT on said subsequent date.

The OWNER hereby agrees to open the building for delivery and pick up of the voting machine(s) on a date mutually agreed to by the parties, between the third and sixth day prior to the election and between the first and fourth day following the election.

The TENANT agrees to pay the OWNER the following total rental for the entire early voting time period: **\$900.00 per election.**

The OWNER hereby promises, covenants and acknowledges as follows:

- A. To furnish necessary light, heat, and if available, cooling, to the leased area;
- B. To provide and set up twelve chairs and four tables no less than 48" in length for each machine delivered to the leased area;
- C. To ensure that the leased area is accessible to the public during the times heretofore specified and that the doors are opened;
- D. That there is a functional restroom facility available for use by employees of the TENANT during said day; and
- E. That political contributions by the OWNERS of a polling place are prohibited and that it is a misdemeanor for such OWNER to make, offer or promise any such political contribution as an inducement for the leasing of these premises.

The TENANT hereby promises, covenants and acknowledges as follows:

- A. Not to use said premises, or any part thereof, for any purpose other than the official voter registration and election functions;
- B. Not to let or sign over said premises, or any part thereof, to another without the prior written consent of the OWNER;
- C. To punctually pay said rent as the same accrues; and
- D. To take special care that no damage happens to the building, or any improvements or fixtures therein.

A breach of any promise or covenant made by the TENANT shall be reported by the OWNER to the commissioners of the Erie County Board of Elections as soon as practicable. If any damage shall occur to the leased premises as a result of the negligence by the TENANT or any of its agents or employees, the TENANT hereby agrees to cooperate with the OWNER in filing a claim for damages with the County of Erie. The County does not assume liability for the OWNER's obligation to maintain and operate the property, building, premises and ingress/egress thereto in a safe condition. Any reported incident related to election operations will be investigated and evaluated by Erie County in cooperation with the lessor.

The commissioners of the Board of Elections, no later than four weeks following the receipt of the fully executed lease agreement and the conclusion of the election, shall transmit to the Erie County Comptroller a voucher, in the form required by said comptroller, requesting prompt payment of the rental due to the OWNER in the amount stated above.

In the event that following the execution of this lease agreement, the premises shall become damaged, restricted, or placed under repair to such an extent that the leased area is no longer suitable for the conduct of voter registration and election, the TENANT shall have the right to terminate this lease agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals the day and year first above mentioned.

ERIE COUNTY BOARD OF ELECTIONS:

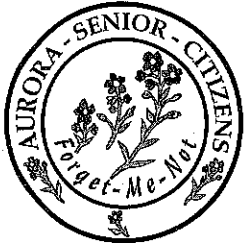
OWNER: _____

Ralph M. Mohr, Commissioner of Elections

BY: _____

Jeremy J. Zellner, Commissioner of Elections

PRINT NAME: _____



TOWN OF AURORA SENIOR CENTER

101 King Street, Suite A
East Aurora, New York 14052
Phone: (716) 652-7934
Fax: (716) 652-9083

5N

MEMO

TO: SUPERVISOR JAMES BACH & TOWN BOARD MEMBERS

FROM: DONNA BODEKOR, SENIOR CITIZEN RECREATION LEADER

DATE: June 2, 2023

I am asking the Town Board for permission to surplus our Brother fax machine Intellifax 1270 which we purchased in 2001. The old machine will be recycled in the fall electronics recycling.

TOA #1727

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



townc

50

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

To: Aurora Town Board
From: Meaghan Tent, Recreation Specialist
Date: June 8, 2023
Re: Donations for Independence Day Bands

Please accept the following donations to be used towards bands for the July 3rd Independence Day celebration:

- EA Police Quaker Club \$200.00
- Reger Holdings, LLC \$500.00
- Masterson's Garden Center \$100.00

The funds will be deposited to A2080.1