

Town of Aurora
Warrant Report

Unposted Batch Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
Unposted Batch Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00

Posted Batch Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
		Paid	Unpaid	Paid	Unpaid
A00	GENERAL FUND	\$121,294.90	\$273,375.00	\$8,961.78	\$403,631.68
DA0	HIGHWAY TOWN WIDE FUND	\$150.00	\$37,575.00	\$0.00	\$37,725.00
DB0	HIGHWAY PART TOWN FUND	\$61,783.17	\$0.00	\$3,133.75	\$64,916.92
H70	VILLAGE BRIDGE REPAIRS	\$32,447.47	\$0.00	\$0.00	\$32,447.47
L30	CONSOLIDATED LIGHTING DIST.	\$110.96	\$0.00	\$767.36	\$878.32
L40	CONSOLIDATED LIGHTING DIST.	\$71.70	\$0.00	\$573.40	\$645.10
SG0	GARBAGE & RESOURCE RECOV. DIST	\$0.00	\$0.00	\$71,670.12	\$71,670.12
TA0	TRUST AND AGENCY	\$318.21	\$0.00	\$504.25	\$822.46
ZM0	MASTER WATER IMPROVEMENT AREA	\$0.00	\$112,325.00	\$0.00	\$112,325.00
ZP0	PRIVATE WATER SYSTEM	\$67.78	\$0.00	\$651.89	\$719.67
Posted Batch Grand Totals		\$216,244.19	\$423,275.00	\$86,262.55	\$725,781.74

Report Grand Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
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Grand Totals		\$216,244.19	\$423,275.00	\$86,262.55	\$725,781.74

5A

AGREEMENT FOR SERVICES

THIS AGREEMENT made this ____ day of March, 2025 by and between the TOWN OF AURORA, a Municipal Corporation with offices at _____ East Aurora, NY 14052 (the "Town"), and Ronald Engasser, with a residence located at _____, East Aurora, NY 14052 (the "Independent Contractor" or "IC").

WHEREAS, the Town owns a property known as the Mill Road Overlook, subject to restrictive covenants with the Western New York Land Conservancy (the "Property"); and

WHEREAS, the Town desires to engage the IC to perform certain services for the Town, pursuant to the terms and conditions stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. *Services to be rendered.* The Town desires that the IC perform, and the IC agrees to perform, the following work (the "Services"): Clearing, mowing, and planting of timothy grass throughout of the entire area known as the "Mill Road Overlook", as depicted on the map or diagram that is attached hereto as Exhibit A (the "Property"), on the following schedule:
 - a. *Year 1:* Plow, rehabilitate and plant timothy grass on 25% of the property, and brushhog/mow the remaining 75% of the Property; harvest hay.
 - b. *Year 2:* Plow, rehabilitate and plant timothy grass on 50% of the property, and brushhog/mow the remaining 50% of the Property; harvest hay.
 - c. *Year 3:* Plow, rehabilitate and plant timothy grass on 75% of the property, and brushhog/mow the remaining 25% of the Property; harvest hay.
 - d. *Year 4:* Plow, rehabilitate and plant timothy grass on 100% of the property; harvest hay.
 - e. *Year 5:* Harvest hay.
2. *Independent contractor's performance.* All plowing, planting, mowing and related work on the Property done by the IC shall be of the highest professional standard and shall be performed to the Town's reasonable satisfaction.
3. *Status.* The IC's status under this agreement shall be that of an independent contractor, and not that of an agent or employee. IC warrants and represents that he has complied with all federal, state and local laws regarding business permits and licenses that may be required for him to perform the work as set forth in this Agreement.
4. *Exclusivity.* In exchange for IC's satisfactory performance of the Services (as determined by the Town), IC shall be granted the exclusive right to harvest all hay grown on the property during the term of this Agreement.
5. *Reimbursement of expenses.* Town shall not be liable to the IC for any expenses he pays or incurs unless otherwise agreed to in writing by the Town.
6. *Materials or supplies.* IC shall supply, at his sole expense, all materials and/or supplies to accomplish the work to be performed.
7. *Federal, State and local payroll taxes.* Town will not withhold or pay on behalf of the IC or any of his employees: (a) federal and local income taxes; or (b) any other payroll tax of any kind. In accordance with the terms of this Agreement and the understanding of the parties herein, IC shall

not be treated as an employee with respect to the services performed hereunder for federal or New York State tax purposes.

8. *Fringe benefits.* Because IC is engaged in his own independent contracting business, he is not eligible for, nor entitled to, and shall not participate in, any of the Town's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to the Town's employees.

9. *Notice to independent contractor regarding its tax duties and liabilities.* IC understands that he is responsible to pay his income tax in accordance with Federal, New York State and Local law, IC further understands that he is liable for Social Security ("FICA") tax, to be paid in accordance with all applicable laws.

10. *Insurance indemnification.* The IC shall maintain insurance as may be required by the Town including, but not limited to, comprehensive general liability insurance in the minimum amount of One Million Dollars (\$1,000,000.00) per occurrence, all with insurance companies reasonably satisfactory to the Town. The IC agrees to indemnify and hold harmless the Town, its representatives, employees, contractors, successors and assigns, from and against any and all loss, damage, cost, or expense, including attorneys' fees, arising from IC's performance of the Services in connection with this Agreement, as well as from IC's harvesting of hay as provided hereunder. The Town may waive or modify the requirements for the insurance but shall not waive the provision for indemnification.

11. *Town not responsible for Worker's Compensation.* Because IC is engaged in its own independent contracting business and is not an employee of the Town, the Town will not obtain Workers' Compensation insurance for the IC or his employees. The IC agrees to obtain Workers' Compensation coverage for himself and his employees and to furnish a copy of such certificate of Workers' Compensation insurance to the Town. IC may be excused from obtaining Workers' Compensation coverage for himself if he establishes warrants and represents to the Town's satisfaction that he is not required to obtain Workers' Compensation insurance coverage under the New York State Workers' Compensation Law, as amended. Thus, if the IC can demonstrate to the Town's satisfaction that he is a sole proprietorship and is not incorporated, and if he is further able to show that he is exempt from the coverage requirements of the New York State Workers' Compensation Law, as amended, then he will not be required to produce a certificate of Workers' Compensation insurance. Under no circumstances will the Town obtain Workers' Compensation insurance coverage for the IC in the event that he is excused from obtaining Workers' Compensation insurance coverage for himself.

12. *Term.* This Agreement's term shall begin on the date hereof and shall remain in force for a term of five (5) years. Either party may terminate the Agreement at any time by giving sixty (60) days written notice to the other. Notwithstanding a termination, the IC's rights to harvest hay from the Property in through the year in which this Agreement expires or is terminated shall remain in effect until completed.

13. *Notices.* Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the other party or by certified mail, return receipt requested, to the other party at the other party's address stated herein. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph.

14. *No authority to bind Town.* IC has no authority to enter into contracts or agreements on behalf of the Client. This agreement does not create a partnership between the parties.

15. *Assignment.* This Agreement is personal to the IC and may not be assigned by the IC, nor subcontracted to any other entity or individual without the Town's prior written permission.

16. The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

17. *Modification.* No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Town and the IC.

18. *Entire agreement.* This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between Town and the IC.

19. *Applicable law.* This Agreement shall be governed by and construed and enforced in accordance with the laws of New York State without regard to conflicts of law principles.

20. *Headings.* The headings have been inserted for convenience only and are not to be considered when interpreting the provisions of this Agreement.

21. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

TOWN OF AURORA

Dated: _____, 2025

By: _____

Charles Snyder
Supervisor, Town of Aurora

Dated: _____, 2025

By: _____

Independent Contractor

Resolution

5B

Whereas, the New York State Department of Environmental Conservation has determined that white-tailed deer are overpopulated in the Town of Aurora, and;

Whereas, the New York State Department of Environmental Conservation recognizes white-tailed deer's role in the deforestation of our landscape and ecological damage including loss of native plant species and songbirds, and;

Whereas, white-tailed deer are known to carry and spread the tick that can transmit lime disease to humans, and:

Whereas, over 70,000 car/deer accidents occur in New York State annually, and:

Whereas, deer-related crop damage totals over \$59 million annually, and:

Whereas, high-density deer populations support the spread of disease and parasites amongst the herd,

Now, Therefore, be it resolved, that in order to achieve and maintain a healthy deer population, and to promote a healthy and diverse environment, and to prevent the transmission of diseases to humans, and to reduce the number of deer/vehicles accidents, and to reduce the harm done to farmers, the Town of Aurora declares white-tailed deer a nuisance and intends to bring the population back into balance through the New York State Department of Environmental Conservation's Deer Management Assistance Program.

SUPERVISOR
Charles D. Snyder
(716) 652-7590
ssnyder@townofaurora.com



tow 5C 1+2

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: March 10, 2025

Re: Azar Design Co. (formerly Foit-Albert) Payment – East Fillmore Bridge
Azar Design Co. (formerly Foit-Albert) Payment – Church Street

Please consider approval of payment no. 17 to Azar Design Co. in the amount of \$4,778.05 for professional services rendered from January 1 through February 28, 2025 for the East Fillmore Avenue bridge replacement project; and

Please consider approval of payment no. 17 to Azar Design Co. in the amount of \$19,162.67 for professional services rendered from January 1 through February 28, 2025 for the Church Street bridge replacement project.

Funds will be disbursed from H7 5120.210.



**RE: East Fillmore Over Tannery Brook
PIN 5763.88**

Progress Report No. 17: January 1, 2025 through February 28, 2025

Achievements

- Advertised, bid, provided the bid analysis and awarded the job. DESIGN DONE.

Scheduled Statement

- Awaiting DOT approval to award the job

Budget Statement

- We are under budget

Planned For Next Month

- Move into award and construction phases

Items Required

- Authorization to award

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates



**FORMERLY
FOIT-ALBERT ASSOCIATES**

**RE: Church Street Over Tannery Brook
PIN 5763.87**

Progress Report No. 17: January 1, 2025 through February 28, 2025

Achievements

- Advertised, bid, provided the bid analysis and awarded the Job.
- DESIGN DONE

Scheduled Statement

- Awaiting DOT approval to award job.

Budget Statement

- We are under budget.

Planned For Next Month

- Move into award and construction phases.

Items Required

- Authorization to award

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 17
Work Period (this est.) FROM 01/01/25 TO 02/28/25		
Payee Name: Azar Design Co., Formerly Foit-Albert Assoc 295 Main Street, Suite 200 Buffalo New York 14203		
Current Completion Date MIR Date <u> </u> / <u> </u> / <u> </u> (completed by SPONSOR)		
Original Contract Amount		\$160,698.92
Current Contract Amount		\$160,698.92
(includes thru approved S.A. NO.)		
RRDA NO. (if applicable)		

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$182,861.75	
2. Work reported on this estimate	\$19,162.67	
3. Total work reported to date (must equal page 2)	\$202,024.42	
4. Adjustments (Sponsor use only)		
Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$202,024.42	
7. Previous payments	\$182,861.75	
8. Payment requested or processed	\$19,162.67	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb, do hereby certify that I am Controller of Azar Design Co, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

March 7, 2025 0
(DATE)



(SIGNATURE)

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
(Name) (Title)

in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

(DATE)

(SIGNATURE)

SUPERVISOR
Charles D. Snyder
(716) 652-7590
ssnyder@townofaurora.com



5C-3

town

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

To: Aurora Town Board

From: Martha Libroek, Town Clerk

Date: March 18, 2025

Re: Azar Design Co. (formerly Foit-Albert) Payment – Cornwall Rd.

Please consider approval of payment no. 3 to Azar Design Co. in the amount of \$8,506.75 for professional services rendered from February 1 through February 28, 2025 for the Cornwall Road culvert replacement project.

Funds will be disbursed from H7 5120.210.

Application # _____

6A

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 30 DAYS IN ADVANCE OF EVENT/USE.

***PLEASE NOTE THAT THE PERMIT CANNOT BE ACCEPTED FOR BOARD APPROVAL
WITHOUT THE FOLLOWING REQUIRED DOCUMENTS AND FEES LISTED ON PAGE 2:***

- Indemnification Agreement
- Certificate of Insurance
- Map with area(s) requested to be used indicated
- Parking and Traffic plan

1. Name of organization: Buffalo Niagara Waterkeeper
2. Individual responsible for this request: Emily Dyett
3. Address: 721 Main St Buffalo 14203

4. Telephone number: 716-852-7483
extension #22

5. _____
6. Email: edyett@bnwaterkeeper.org
6. Fax: _____
7. Date(s) of event: 4/26/2025

8. Hours of use including set up/take down: Start 930AM End 12PM

9. Description of the event or use:
Buffalo Niagara Waterkeeper's mission is to protect and restore our water and surrounding ecosystems for the benefit of current and future generations. We host our annual Spring Sweep cleanup event on April 26th from 10am-12pm at over 35 sites throughout the Niagara River and Lake Erie watershed. With your permission and support with trash removal, we request to lead approximately 30 volunteers in litter removal and data collection alongside our friends from Aurorans for Climate and Environmental Sense (ACES) by the soccer fields.

10. Specific area(s) request. Please attach a map of the area.

- a. Soccer fields X
- b. Polo Field _____
- c. Equestrian Park _____
- d. Other _____
- i. Describe _____

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

N/A

12. Needs: Water _____ Electric _____

13. Estimated attendance: 30
- 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 Superintendent, 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)? NO
- a. If yes, please describe _____

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.? _____
- 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**

Emily Dyett

Signature of Applicant

3/7/2025

Date 4/26/2025

General Fees		
	Fee	Paid
Application	\$25	
Permit	\$15	
Security Deposit*	\$250	

Additional Services (Invoiced after event or adjustments to security deposit return, if any.)				
Service	Per hour	# of Employees	# of Hours	Total
Crossing Guards	\$30			
Parking Attendant	\$30			
Total Additional Services				

Per Day Event Specific Fees					
Item	Fee	NP or TR	NP & TR	# of Days	Total
1-100 Attendants	\$150	\$135	\$120		
101-750 Attendants	\$300	\$270	\$240		
750+ Attendants	\$500	\$450	\$400		
Garbage Service	TBD	TBD	TBD		
Total Event Fee					

*Subject to change dependent on anticipated damage.

NP- Non- Profit

TR- Town Resident

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: _____ Date: _____
Supervisor's Signature

Denied: _____ Date: _____
Supervisor's Signature

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
☐ Arsenal Soccer Contacted – No Conflicts. Date: _____
☐ Other _____

East Aurora Cazenovia Creek Site - Spring Sweep 2025
Meeting location and parking at the red marker in the parking lot. Trash drop off/pick up at the star.
Volunteers will not be crossing Knox Road and focusing litter removal efforts in the yellow box area.





BUFFNIA-08

SRAMOS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2025

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

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

PRODUCER License # 1009544

Lawley, LLC
361 Delaware Avenue
Buffalo, NY 14202

CONTACT NAME: Amanda Jagtelo

PHONE (A/C, No, Ext): (716) 348-3632

FAX (A/C, No): (716) 849-8291

E-MAIL ADDRESS: ajagtelo@lawleyinsurance.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Philadelphia Indemnity Ins Co

18058

INSURED

Buffalo Niagara Waterkeeper, Inc.
721 Main Street
Buffalo, NY 14203

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			PHPK2623572	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea 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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2623572	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE			PHUB889244	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	☒ RETENTIONS \$ 10,000						
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Insured and Waiver of Subrogation coverage shown above and marked with an X. Terms set forth as evidenced by the attached endorsement(s) identified on the ACORD 101.

CERTIFICATE HOLDER

CANCELLATION

Town of Aurora Parks and Recreation
575 Oakwood Ave
East Aurora, NY 14052

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

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



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

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

Indemnification Agreement

Town of Aurora Parks

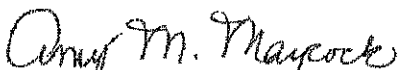
To the fullest extent permitted by law, I/We shall indemnify and hold harmless the Town of Aurora and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of our work under this contract, provided 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 (Chaut.)

Subscribed and sworn to before me this 25 day of JANUARY, 2024



Notary Public

Qualified in Erie County, New York
My commission expires: 1/27/27

AMY M. MAYCOCK #4976137
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN CHAUTAUKA COUNTY
MY COMMISSION EXPIRES JAN. 14, 2027

6B

Architectural/Engineering Consultant Agreement

Supplemental Agreement 1

NYSDOT PIN 5763.87 & 5763.88 Municipal Contract No. _____

Agreement made this _____ day of _____, 2024, by and between

TOWN OF AURORA

Having its principal office at 575 Oakwood Ave, East Aurora, NY 14052 (the "Sponsor")

And

Azar Design Co. with its office at 295 Main St #200, Buffalo, NY 14203 (the "Consultant").

WITNESSETH:

WHEREAS, in connection with a federal-aid project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as Replacement of the Church St. & E. Fillmore Ave. Culverts over Tannery Brook, Village of Aurora, (as described in detail in Attachment A annexed hereto, the "Project"), the Sponsor has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment "B" annexed hereto; and

WHEREAS, in accordance with required Consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Sponsor has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and the Sponsor's Representative has approved retaining the Consultant to perform such services; and

WHEREAS, the Supervisor of the Town of Aurora, is authorized to enter this Agreement on behalf of the Sponsor, and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Agreement";
- **Attachment "A"** – Project Description and Funding;
- **Attachment "B"** – Scope of Services
- **Attachment "C"** - Salary Schedule (Exhibit A), Direct Non-salary Costs (Exhibit B), Staffing Tables (Exhibit C), and Summary of Cost (Exhibit D).

AZAR DESIGN Co
Exhibit D
Summary

**REPLACEMENT OF THE CHURCH ST. & EAST FILLMORE AVE. CULVERT CROSSINGS
OVER TANNERY BROOK, BRIDGE NY PROJECT, VILLAGE OF EAST AURORA
ERIE COUNTY, NEW YORK**

		Chruch St	East Fillmore'	Total
Item IA, Direct Technical Salaries Office (estimated)	subject to audit	\$5,283	\$5,283	\$ 10,566
Item IA, Direct Technical Salaries Field (estimated)	subject to audit	\$21,667	\$21,667	\$ 43,334
Item IB, Direct Technical Salaries, Premium Portion of Overtime (estimated)		\$ 1,464	\$ 1,464	\$ 2,928
Item II, Direct Non- Salary Cost (estimated)	subject to audit	12,568	12,568	\$ 25,136
Item IIB, Direct Non- Salary Cost (sub-consultant)	subject to audit	0		\$ -
Item III, Overhead Field (estimated) 95%	subject to audit	20,584	20,584	\$ 41,168
Item III, Overhead Office (estimated) 134	subject to audit	7,079	7,079	\$ 14,159
Item IV, Net Fee (negotiated) 11%		6,007	6,007	\$ 12,015
Total Estimated Cost		\$74,653	\$74,653	\$ 149,306
MAXIMUM AMOUNT PAYABLE				\$ 149,000

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Architectural/Engineering Consultant Agreement

NYSDOT PIN 5765.46 Municipal Contract No. _____

Agreement made this _____ day of _____, 2024 by and between

Town of Aurora, NY

Having its principal office at 575 Oakwood Ave, East Aurora, NY 14052 (the "Municipality")

And

Azar Design Co, PC with its office at 295 Main Street, Suite 200, Buffalo, NY 14203 (the "Consultant").

WITNESSETH:

WHEREAS, in connection with a Bridge New York project funded through the New York State Department of Transportation ("NYSDOT") identified for the purposes of this agreement as Brooklea over Tannery Brook, the Municipality has sought to engage the services of a Consultant Engineer to perform the scope of services described in Attachment "B" annexed hereto; and

WHEREAS, in accordance with required Consultant selection procedures, including applicable requirements of NYSDOT and/or the Federal Highway Administration ("FHWA"), the Municipality has selected the Consultant to perform such services in accordance with the requirements of this Agreement; and

WHEREAS, **Charles Snyder, Town Supervisor**, is authorized to enter this Agreement on behalf of the Municipality, and

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. DOCUMENTS FORMING THIS AGREEMENT

This contract consists of the following:

- **Agreement Form** - this document titled "Architectural/Engineering Consultant Agreement";
- **Attachment "A"** - Project Description and Funding;
- **Attachment "B"** - Scope of Services;
- **Attachment "C"** - as applicable, Staffing Rates, Hours, Reimbursables and Fee.

ARTICLE 2. SCOPE OF SERVICES/STANDARD PRACTICES AND REQUIREMENTS.

- 2.1 The Consultant shall render all services and furnish all materials and equipment necessary to provide the Municipality with plans, estimates and other services and deliverables more specifically described in Attachment "B".

Brooklea over Tannery Brook
In the Village of East Aurora for the Town of Aurora

- 2.2 The Consultant shall ascertain the applicable practices of the Municipality, NYSDOT and/or FHWA prior to beginning any of the work of this PROJECT. All work required under this agreement shall be performed in accordance with these practices, sound engineering standards, practices and criteria, and any special requirements, more particularly described in Attachment "B" – Scope of Services.
- 2.3 The Consultant will commence work no later than ten (10) days after receiving notice to proceed from the Municipality.
- 2.4 The Consultant will modify its work when necessary to meet the level of acceptability defined in the Attachment "B" - Scope of Services.
- 2.5 During the design process, the Consultant will provide the Municipality with reports, plans specifications and other documents as stated in Attachment B – Scope of Services for review, comment and approval.

ARTICLE 3. COMPENSATION METHODS, RATES AND PAYMENT

As full compensation for Consultant's work, services and expenses hereunder the Municipality shall pay to the Consultant, and the Consultant agrees to accept compensation based on the methods designed and described below. Payment of the compensation shall be in accordance with the Interim Payment procedures shown in the table and the final payment procedure in Article 6.

(Continued next page)

Brooklea over Tannery Brook
In the Village of East Aurora for the Town of Aurora

3.1 COST PLUS FIXED FEE METHOD			
ITEM	DESCRIPTION OF ITEMS WITHIN METHOD	APPLICABLE RATE/ AMOUNT OR PERCENTAGE	INTERIM PAYMENTS:
Item I	■ Actual Direct Technical Salaries, regular time plus straight time portion of overtime compensation of all employees assigned to this PROJECT on a full-time basis for all or part of the term of this Agreement, plus properly allocable partial salaries of all persons working part-time on this PROJECT. ■ The cost of Principals', Officers' and Professional Staffs' salaries (productive time) included in Direct Technical Salaries is eligible for reimbursement if their comparable time is also charged directly to all other projects in the same manner. Otherwise, Principals' salaries are only eligible as an overhead cost, subject to the current limitations, generally established therefore by the Municipality. ■ If, within the term of this Agreement, any direct salary rates are paid in excess of the maximums shown in Attachment B, the excess amount shall be borne by the CONSULTANT WITHOUT REIMBURSEMENT either as a direct cost or as part of the overhead allowance.	■ Actual costs incurred in the performance of this Agreement as identified in Attachment C or otherwise approved in writing by the Municipality or its representative. ■ Not to exceed the maximum allowable hourly rates of pay described in Attachment C of this Agreement, all subject to audit. ■ Actual overtime premium portion of Direct Technical Salaries, all subject to audit and prior approval by the Municipality.	■ The CONSULTANT shall be paid in Monthly progress payments based on the maximum salary rates and allowable costs incurred during the period as established in Attachment C. ■ Bills are subject to approval of the Municipality and the Municipality's Representative.
Item II	■ Actual Direct Non-Salary Costs incurred in fulfilling the terms of this Agreement; all subject to audit	All reimbursement for travel, meals and lodging shall be made at the actual cost paid but such reimbursement shall not exceed the per diem rates established by the NY State Comptroller. All reimbursement shall not exceed the prevailing wage rates established by the NYS Department of Labor.	

Brooklea over Tannery Brook
In the Village of East Aurora for the Town of Aurora

Item III	Items required to be purchased for this Project not otherwise encompassed in Direct Non-Salary Project-related Costs, which become the property of the Municipality at the completion of the work or at the option of the Municipality.	Salvage value	
Item IV	- Overhead Allowance based on actual allowable expenses incurred during the term of this Agreement, subject to audit. Submitted overhead amounts will be audited based upon the Federal Acquisition Regulations, sub-part 1-31.2 as modified by sub-part 1-31.105 ("FAR"), and applicable policies and guidelines of the Municipality, NYSDOT and FHWA. - For the purpose of the Agreement, an accounting period shall be the Consultant's fiscal year. An audit of the accounting records of the Consultant shall be made by the Municipality for each accounting period. For monthly billing purposes, the latest available overhead percentage established by such audit shall be applied to the charges made, under Item 1A of the subdivision to determine the charge to be made under this item.	The overhead allowance shall be established as a percentage of Item 1A only (Actual Direct Technical Salaries of the ARTICLE, and shall be FAR compliant rate initially established as 134%.	
Item V	- Negotiated Lump Sum Fixed Fee. - Payment of the Fixed Fee for the described scope of services is not subject to pre-audit and is not subject to review or modification based on cost information or unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character of the work to be performed.	A negotiated Fixed Fee which in the AGREEMENT shall equal <u>\$24,270.29</u>	
Item VI	The Maximum Amount Payable under this Agreement including Fixed Fees unless this Agreement is formally amended or supplemented by reason of a substantial change in the scope, complexity or character or the work of the work to be performed.	Maximum Amount Payable under this Method shall be <u>\$ 316,500</u>	

ARTICLE 4. INSPECTION

The duly authorized representative of the Municipality, and on federally aided projects, representatives of the NYSDOT and the FHWA, shall have the right at all times to inspect the work of the Consultant.

ARTICLE 5. AUDITS

5.1 Payment to the Consultant is subject to the following audit rights of the Municipality:

- A. For Cost Plus Fixed Fee Method – All costs are subject to audit, i.e. labor, direct non-salary, overhead and fee.
- B. For Specific Hourly Rate Method – Labor hours and direct non-salary costs are subject to audit. If elements subject to audit are less the \$250,000, an audit may be waived by the Municipality.
- C. For Lump Sum Cost Plus Reimbursable Method – Only direct non-salary costs are subject to audit. If elements subject to audit are less the \$250,000, an audit may be waived by the Municipality.

5.2 In order to enable the Municipality to process the final payment properly and expeditiously, the Consultant is advised that all of the following documents and submissions, as the same may be appropriated to this contract, are considered to be necessary to enable the commencement of the audit.

- I. Records of Direct Non-Salary Costs;
- II. Copies of any subcontracts relating to said contract;
- III. Location where records may be examined; and
- IV. Name, address, telephone number of person to contact for production.

The application for final payment is not considered complete until receipt of these documents and information.

ARTICLE 6. FINAL PAYMENT

6.1 The Municipality will make final payment within sixty (60) calendar days after receipt of an invoice which is properly prepared and submitted, and all appropriate documents and records are received.

6.2 The acceptance by the Consultant of the final payment shall operate as and shall be a release to the Municipality from all claims and liability to the CONSULTANT, its representatives and assigns for any and all things done, furnished for or relating to the services rendered by the CONSULTANT under or in connection with this Agreement or for any part thereof except as otherwise provided herein.

ARTICLE 7. EXTRA WORK

- 7.1 Consultant's performance of this Agreement within the compensation provided shall be continuously reviewed by the Consultant. The Consultant shall notify the Municipality of the results of those reviews in writing by submittal of a Cost Control Reports. Such Cost Control Report shall be submitted to the Municipality on a monthly basis or such alternative interval as the Municipality directs in writing.
- 7.2 If the Consultant is of the opinion that any work the Consultant has been directed to perform is beyond the scope of the PROJECT Agreement and constitutes extra work, the Consultant shall promptly notify the Municipality, in writing, of this fact prior to beginning any of the work. The Municipality shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and constitutes extra work. In the event that the Municipality determines that such work does constitute extra work, the Municipality shall provide extra compensation to the Consultant in a fair and equitable manner. If necessary, an amendment to the PROJECT Agreement, providing the compensation and describing the work authorized, shall be prepared and issued by the Municipality. In this event, a Supplemental Agreement providing the compensation and describing the work authorized shall be issued by the Municipality to the Consultant for execution after approvals have been obtained from necessary Municipality officials, and, if required, from the FHWA.
- 7.3 In the event of any claims being made or any actions being brought in connection with the PROJECT, the Consultant agrees to render to the Municipality all assistance required by the Municipality. Compensation for work performed and costs incurred in connection with this requirement shall be made in a fair and equitable manner. In all cases provided for in this Agreement for the additional services above described, the Municipality's directions shall be exercised by the issuance of a separate Agreement, if necessary.

ARTICLE 8. CONSULTING LIABILITY

The Consultant shall be responsible for all damage to life and property due to negligent acts, errors or omissions of the CONSULTANT, his subcontractors, agents or employees in the performance of his service under this Agreement.

Further, it is expressly understood that the Consultant shall indemnify and save harmless the Municipality from claims, suites, actions, damages and costs of every name and description resulting from the negligent performance of the services of the Consultant under this Agreement, and such indemnity shall not be limited by reasons of enumeration of any insurance coverage herein provided. Negligent performance of service, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the Consultant's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work. Nothing in this Article or in this Agreement shall create or give to third parties any claim or right of action against the Municipality beyond such as may legally exist irrespective of this Article or this Agreement.

The Consultant shall procure and maintain for the duration of the work for such project(s), Professional Liability Insurance in the amount of Two Million Dollars (\$2,000,000) per project, issued to and covering damage for liability imposed on the Consultant by this Agreement or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by the Agreement. The Consultant shall supply any certificates of insurance required by the Municipality and adhere to any additional requirements concerning insurance.

ARTICLE 9. WORKER'S COMPENSATION, AUTOMOBILE LIABILITY, COMPREHENSIVE GENERAL LIABILITY INSURANCE AND UNEMPLOYMENT INSURANCE

The Consultant shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the Municipality has approved such insurance. The Municipality requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker's Compensation Disability Coverage
- (D) Unemployment Insurance Benefits as required by statute.

The Consultant shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance policies to be in full force and effect, naming the Municipality and its officers, employees, agents and representatives as additional insured.

Notice of termination of any such policies must be provided to the Municipality at least thirty (30) days in advance. Consultant shall, on or before this 30 day period, provide the Municipality with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the Consultant under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the Municipality and/or Consultant for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

The Consultant shall furnish the above insurance to the Municipality and shall also name the Municipality as an additional insured in said policies.

Any accident shall be reported to the Municipality as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the Municipality as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 10. INTERCHANGE OF DATA

All technical data in regard to the PROJECT existing in the office of the Municipality or existing in the offices of the Consultant shall be made available to the other party to this Agreement without expense to such other party.

ARTICLE 11. RECORDS RETENTION

The Consultant shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively called the "Records"). The Records must be kept for a minimum of six (6) years or three (3) years after final payment is received, whichever is later. The Municipality, State, FHWA or any authorized representatives of the Federal Government, shall have access to the Records during normal business hours at an office of the Consultant within the State of New York, or a mutually agreeable reasonable

venue within the State, for the term specified above for the purposes of inspection, auditing and copying.

ARTICLE 12. DAMAGES AND DELAYS

The Consultant agrees that no charges or claim for damages shall be made by him for any delays or hindrances from any cause whatsoever during the progress of any portion of the services specified in this Agreement. Such delays or hindrances, if any, shall be compensated for by an extension of time for such reasonable period as the Municipality may decide, it being understood however, that the permitting of the Consultant to proceed to complete any services or any part of them after the date of completion or after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of the Municipality of any of its rights herein. Nothing in this ARTICLE will prevent the Consultant from exercising his rights under ARTICLE 7 of this Agreement.

ARTICLE 13. TERMINATION

The Municipality shall have the absolute right to terminate this Agreement, and such action shall in no event be deemed a breach of contract:

- A. for convenience of the Municipality – if a termination is brought about for the convenience of the Municipality and not as a result of unsatisfactory performance on the part of the Consultant, final payment shall be made based on the basis of the Consultant's compensable work delivered or completed prior to and under any continuing directions of such termination.
- B. for cause – if the termination is brought about as a result of the Municipality's determination of unsatisfactory performance or breach of contract on the part of the Consultant, the value of the work performed by the Consultant prior to termination shall be established by the percent of the amount of such work satisfactorily delivered or completed by the Consultant to the point of termination and acceptable to the Municipality, of the total amount of work contemplated by the PROJECT Agreement.

ARTICLE 14. DEATH OR DISABILITY OF THE CONSULTANT

In case of the death or disability of one or more but not all the persons herein referred to as Consultant, the rights and duties of the Consultant shall descend upon the survivor or survivors of them, who shall be obligated to perform the services required under this Agreement, and the Municipality shall make all payments due to him, her or them.

In case of the death or disability of all the persons herein referred to as Consultant, all data and records pertaining to the PROJECT shall be delivered within sixty (60) days to the Municipality or his duly authorized representative. In cases of the failure of the Consultant's successors or personal representatives to make such delivery on demand, then in that event the representatives of the Consultant shall be liable to the Municipality for any damages it may sustain by reasons thereof. Upon the delivery of all such data to the Municipality, the Municipality will pay to the representatives of the Consultant all amounts due the Consultant, including retained percentages to the date of the death of the last survivor.

ARTICLE 15. CODE OF ETHICS

The Consultant specifically agrees that this Agreement may be canceled or terminated if any work under this Agreement is in conflict with the provisions of any applicable law establishing a Code of Ethics for Federal, State or Municipal officers and employees.

ARTICLE 16. INDEPENDENT CONTRACTOR

The Consultant, in accordance with his status as an independent contractor, covenants and agrees that he will conduct himself consistent with such status, that he will neither hold himself out as, nor claim to be, an officer or employee of the Municipality by reason hereof, and that he will not, by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Municipality, including but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement membership or credit.

ARTICLE 17. COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that he has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Municipality shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

ARTICLE 18. TRANSFER OF AGREEMENT

The Consultant specifically agrees that he is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the Agreement or of his right, title or interest therein, or his power to execute such Agreement, to any other person, company or corporate, without the previous consent in writing of the Municipality.

If this provision is violated, the Municipality may revoke and annul the Agreement and the Municipality shall be relieved from any and all liability and obligations there under to the person, company or corporation to whom the Consultant shall purport to assign, transfer, convey, sublet or otherwise dispose of the Agreement with such consent in writing of the Municipality.

ARTICLE 19. PROPRIETARY RIGHTS

The Consultant agrees that if patentable discoveries or inventions should result from work described herein, all rights accruing from such discoveries or inventions shall be the sole property of the Consultant. However, the Consultant agrees to and does hereby grant the United States Government and the State of New York and the Municipality a nonexclusive, nontransferable, paid-up license to make, use and sell each subject invention throughout the world by and on behalf of the Government of the United States and states and domestic municipal governments, all in accordance with the provisions of 48 CFR 1-27.

ARTICLE 20. SUBCONTRACTORS/SUBCONSULTANTS

All Subcontractors and Subconsultants performing work on this project shall be bound by the same required contract provisions as the Consultant. All agreements between the Consultant and a Subcontractor or other Subconsultant shall include all standard required contract provisions, and such agreements shall be subject to review by the Municipality.

ARTICLE 20.1 PROMPT PAYMENT. While federal regulation (49 CFR 26.29¹) requires payment to subcontractors within 30 days, New York State law is more stringent. NYS General Municipal Law §106-b and NYS Finance Law Article 9, §139-f require prime contractors and prime consultants to pay their vendors within seven (7) calendar days of receipt of payment from the public owner/sponsor and provides for interest on late payments for all public works contracts. Contract provisions incorporating any other payment schedule will not be allowed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented. When the Sponsor has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

ARTICLE 21. CERTIFICATION REQUIRED BY 49 CFR, PART 29

The signator to this Agreement, being duly sworn, certifies that, EXCEPT AS NOTED BELOW, its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership)

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- C. does not have a proposed debarment pending; and
- D. has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

ARTICLE 22. CERTIFICATION FOR FEDERAL-AID CONTRACTS

Not in Contract

ARTICLE 23. RESPONSIBILITY OF THE CONSULTANT

- A. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this contract. The Consultant shall, without additional compensation, correct or revised any errors of deficiencies in its design, drawings, specifications, and other services. However, the Municipality may in certain circumstances, provide compensation for such work.

- B. Neither the Municipality's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Consultant shall be and remain liable to the Municipality in accordance with applicable law for all damages to the Municipality caused by the Consultant's negligent performance or breach of contract of any of the services furnished und this contract.
- C. The rights and remedies of the Municipality provided for under this contract are in addition to any other rights and remedies provided by law.
- D. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 24. NON-DISCRIMINATION REQUIREMENTS

The Consultant agrees to comply with all applicable Federal, State and Municipality Civil Rights and Human Rights laws with reference to equal employment opportunities and the provision of services. In accordance with Article 15 of the Executive Law (also know as the Human Rights Law) and all other State and Federal Statutory and constitutional non-discrimination provisions, the Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work for the manufacture, sale contract for the construction, alteration or repair of any public building or public work for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Consultant agrees that neither it nor its Subconsultants shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Consultant is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

ARTICLE 25. CERTIFICATION REQUIRED BY 40 CFR 111506.58

If the work of the PROJECT includes the preparation of an Environmental Impact Statement (EIS), the signator to this Agreement, being duly sworn, certifies that its company and any person associated therewith in the capacity of owner, partner, director, officer, or major stockholder (five percent or more ownership) does not have any financial or other interest in the outcome of the project including:

- A. an existing contract for the PROJECT's ROW incidental work or construction engineering; or
- B. ownership of land, options to buy land, or some business enterprise which would be financially enhanced or diminished by any of the PROJECT alternatives.

This does not preclude the Consultant from being awarded a future contract covering the work describe in this Article or being awarded the Final Design after the EIS has been approved.

ARTICLE 26. BIDDING OR DIRECT NON-SALARY ITEMS (*unless more restrictive municipal laws apply*)

For all contracts other than personal services in excess of \$5,000, the Consultant shall solicit a number of quotes from qualified subcontractors so that at least three (3) quotes will be received. For all contracts other than personal services in excess of \$20,000 except printing contracts in excess of \$10,000, the Consultant shall solicit a number of sealed bids from qualified subcontractors so that at least three (3) bids will be received. The Consultant shall then enter into a subcontract with the lowest bidder or entity submitting the lowest quotation who is fully responsive to the invitation to submit a quote/bid.

ARTICLE 27. WAGE AND HOURS PROVISIONS

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Consultant's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Consultant and its Subconsultants must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

ARTICLE 28. INTERNATIONAL BOYCOTT PROHIBITION

In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Consultant agrees, as a material condition of the contract, that neither the Consultant nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations there under. If such Consultant, or any of the aforesaid affiliates of Consultant, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The CONTRACTOR shall so notify the MUNICIPALITY and the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (See 2NYCRR 105.4).

ARTICLE 30. DISPOSITION OF PLANS, ESTIMATES AND OTHER DATA.

At the time of completion of the work, the Consultant shall make available to the Sponsor all survey notes, computations, maps, tracings, original aerial film and photo indices if any, and all other documents and data pertaining to the work or to the project which material at all times shall be the property of the Sponsor. Or in the event that this Agreement is terminated for any reason, then, within ten (10) days after such termination, the Consultant shall make available to the Sponsor all the aforementioned engineering data and material. All original tracings of maps and other engineering data furnished to the Sponsor by the Consultant shall bear thereon the endorsement of the Consultant. All plans, estimates and other data prepared in accordance with this Agreement shall be considered confidential and shall be released only to the Sponsor.

Brooklea over Tannery Brook
In the Village of East Aurora for the Town of Aurora

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

Reference: Municipality Contract # _____

<u>Municipality</u> By: _____ Charles Snyder Title: <u>Town Supervisor</u> Date: _____	<u>Consultant</u> By: _____ Gerard J. Sentez, P.E. Title: <u>Vice President, Engineering</u> Date: <u>3/19/25</u>
--	---

ACKNOWLEDGEMENT OF THE TOWN OF AURORA

STATE OF NEW YORK

ss:

COUNTY OF ERIE

On this _____ day of _____, 20____ before me, the subscriber,
personally came _____ to me known, who, being by me duly sworn, did
depose and say; the he/she resides in _____, New York; that he/she is the
_____ of the _____, the corporation
described in and which executed the foregoing instrument; that he/she is the authorized with the
execution of the matter herein provided for, and that he/she signed and acknowledged the said
instrument in his/her position as a duly authorized representative of Municipality.

Notary Public, _____ County, N.Y.

ACKNOWLEDGEMENT OF THE CONSULTANT

STATE OF NEW YORK

ss:

COUNTY OF ERIE

On this 19th day of March, 2025 before me personally
came Gerard Sentez to me known and known to me to be the person described in
and who executed the foregoing instrument and he/she acknowledged to me that he executed same.

Amanda Beckman
Notary Public, Erie County, N.Y.

AMANDA BECKMAN
NOTARY PUBLIC STATE OF NEW YORK
ERIE COUNTY
LIC. #01BE0025792
COMM. EXP. 06/12/2028

SUPERVISOR
Charles D. Snyder
(716) 652-7590
csnyder@townofaurora.com



townclerk

6D

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

MEMORANDUM

TO: Charles Snyder, Supervisor
Luke Wochensky, Councilman
James Granville, Councilman
Joseph McCann, Councilman
Raymond Wrazen, Councilman

FROM: Stephen R. Pigeon, Assessor

DATE: March 10, 2025

RE: Board of Assessment Review Member – David Librock

It is my recommendation to re-appoint David Librock on the Board of Assessment Review for the term 10/1/2024 through 9/30/2029.

SUPERVISOR
Charles D. Snyder
(716) 652-7590
csnyder@townofaurora.com



M 6E

townclerk

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

3/13/25

To: Town Board
Re: Request to surplus Truck 319

Please approve the surplus of Highway Truck 319. It is a 2014 Ford F150. Vin#1FTMF1CM2EKD82886. We will be selling it on Auctions International.

Thank you,

Elizabeth Deveso
Highway Secretary

SUPERVISOR
Charles D. Snyder
(716) 652-7590
csnyder@townofaurora.com



townclerk

6F

TOWN OF AURORA

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

3/19/25

To: Town Board

Re: Request to transfer shop stipend

Please transfer the shop stipend from Collin Voss to Michael Evens. He will be taking over the highway shop responsibilities. Please make this change effective as of March 29, 2025.

Thank You,

Elizabeth Deveso
Highway Secretary

SUPERVISOR
Charles D. Snyder
(716) 652-7590
csnyder@townofaurora.com



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townclerk@t

69

TOWN OF AURORA

Aurora Municipal Center

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurora.com

3/19/25

To: Town Board

Re: Request to hire Hans Ingelfinger

Please approve hiring Hans Ingelfinger, residing at 876 Center St, East Aurora, NY 14052 to be a seasonal laborer. His pay will be \$17/hour. He will start on or after March 31, 2025.

Thank You,
Elizabeth Deveso
Highway Secretary



6H

ERIE COUNTY LEGISLATURE
REPUBLICAN CAUCUS

Congratulations on being awarded funding by the Erie County Legislature!

sponsored by:

Legislator Lindsay Lorigo

Town of Aurora Senior Center is being awarded:

\$5,000

For the purpose of: new treadmill

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 contract. You must sign both copies and return them to the Erie County Legislature with the required documents listed below.

- **Schedule A – Property Description (for capital projects only)**
 - 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 project 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, each for half the amount of your grant award. One invoice should be dated the same date you sign the contract, the second invoice should be dated July 1, 2025.
 - Return both 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. 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, 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.

**INTERMUNICIPAL
AGREEMENT**

6I

AGREEMENT made this 13th day of March 2025, by and between
TOWN OF AURORA
575 Oakwood Avenue
East Aurora, New York 14052
hereinafter referred to as Aurora, and

TOWN OF COLDEN
8812 State Road
P.O. Box 335
Colden, New York 14033

hereinafter referred to as Colden

WHEREAS, Allie Philis and Joseph Lorenc of 8739 Falls Road, Town of Colden, New York, have applied to the Town of Aurora to be Aurora Water District #18 customers, and

WHEREAS, the Town of Aurora would be willing to grant an out-of-district permit for water, if the Town of Colden agrees to add any overdue water bills to the owners' annual County/Town tax bill and assessed against the property,

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. The Town of Aurora shall grant an out-of-district water permit for the premises located at 8739 Falls Road in the Town of Colden, New York.
2. The Town of Colden agrees that any overdue water bills will be added by the Town of Colden against the owner's annual County/Town tax bill and assessed against the property which said tax bill shall constitute a lien against the property.

3. The Town of Colden further agrees to remit to the Town of Aurora the overdue water bills when collected by the Town of Colden.

IN WITNESS WHEREOF, the parties have caused these presents to be signed and their respective seals to be hereunto affixed by their duly authorized officer the day and year first written above.

(SEAL)

Town of Colden Supervisor, James DePasquale

(SEAL)

Town of Aurora Supervisor, Charles D. Snyder

Martha Libroch

From: Deborah Jusiak <Deborah.Jusiak@townofcolden.com>
Sent: Wednesday, March 5, 2025 8:51 AM
To: Martha Libroch
Subject: Out-of-district water customer
Attachments: Out of dist water resolution.doc

Hi Martha,

Attached is an intermunicipal agreement for out-of-district water customer, Allie Philips. Please let me know if you'd like any changes.

Also, she was asking about a water district application or other paperwork needed to join.

Her contact info:
Allie Philips & Joseph Lorenc
8739 Falls Rd
West Falls, NY 14170
716-392-4087

Thank you,
Deb

Colden Town Clerk
716-941-5012
deborah.jusiak@townofcolden.com
8812 State Rd
PO Box 335
Colden, NY 14033



65

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): MARTHA LIBROCK

SIGNATURE: *Martha Libro* DATE: 3/13/2025

1. \$ <u>2500.00</u>	FROM: <u>A1410.105</u> ACCT NO.	<u>Deputy Clerk I</u> ACCT TITLE	<u>39,075.88</u> CURRENT BALANCE
	TO: <u>A1410.413</u> ACCT NO.	<u>Town Clerk - Contractual</u> ACCT TITLE	<u><437.50></u> CURRENT BALANCE
	REASON: <u>To correct deficit in budget line</u>		
2. \$ <u>1000.00</u>	FROM: <u>A1410.105</u> ACCT NO.	<u>Deputy Clerk I</u> ACCT TITLE	<u>36,579.48</u> CURRENT BALANCE
	TO: <u>A1410.107</u> ACCT NO.	<u>Parttime Help</u> ACCT TITLE	<u>612.80</u> CURRENT BALANCE
	REASON: <u>To replace funds previously trans to contractual line</u>		
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 #: _____



7A

TOWN OF AURORA
Aurora Municipal Center
575 Oakwood Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement – Tax Collection

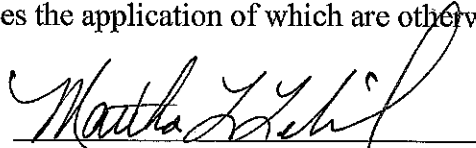
To: Charles D. Snyder, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of **February, 2025** in connection with the collection of taxes, excepting only such fees the application and payment of which are otherwise provided for by law:

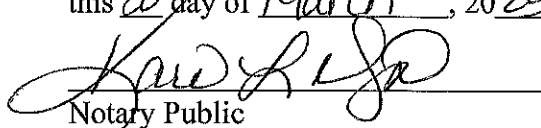
Received From	Type of Receipt	Amount
Taxes	Town/County tax	\$14,604,002.17
Taxes	Penalties	4,137.74
Taxes	Interest	-0-
Taxes	NOW Acct Interest	\$ 886.09
Taxes		
	Total Received	\$14,609,026.00

State of New York
County of Erie
Town of Aurora

Martha L. Librock, being duly sworn, says that she is the Town Clerk of the Town of Aurora; that the foregoing is a full and true statement of all fees and monies applicable to tax collection received by her during the month stated excepting only such fees and monies the application of which are otherwise provided for by law.


Martha L. Librock, Town Clerk

Subscribed and Sworn to before me
this 20th day of March, 2025


Notary Public

KARIN L. DOJNIK
Notary Public, State of New York
Reg. # 01DO6445148
Qualified in Erie County
Commission Expires December 12, 2026



7B

TOWN OF AURORA
Aurora Municipal Center
575 Oakwood Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement – Water Fee Collection

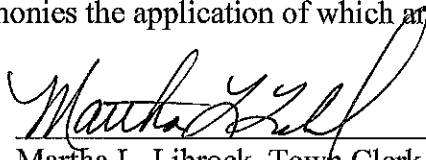
To: Charles D. Snyder, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of **February, 2025** in connection with the collection of water fees, excepting only such fees the application and payment of which are otherwise provided for by law:

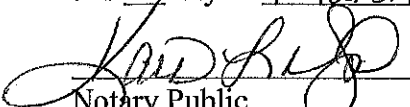
Received From	Type of Receipt	Amount
Water Billing	Water Bills	\$3,469.25
	Total Received	\$3,469.25

State of New York
County of Erie
Town of Aurora

Martha L. Librock, being duly sworn, says that she is the Town Clerk of the Town of Aurora; that the foregoing is a full and true statement of all fees and monies applicable to water fee collection received by her during the month stated excepting only such fees and monies the application of which are otherwise provided for by law.


Martha L. Librock, Town Clerk

Subscribed and Sworn to before me
this 24th day of March, 2025


Notary Public

KARIN L. DOJNIK
Notary Public, State of New York
Reg. # 01DO6445148
Qualified in Erie County
Commission Expires December 12, 2026



7C

**East Aurora / Town of Aurora
Police Department
Interdepartmental Correspondence**

To: Mayor Peter Mercurio & Village Board; Supervisor Charles Snyder & Town Board

From: Patrick Welch, Chief of Police

Date: March 10, 2025

Re: Monthly Report – February 2025

General Information

Meetings:

In addition to Village Board, Town Board and Staff meetings I also attended the following:

- Erie County Police Chief's Association Monthly Meeting
- WNY Police Chief's Monthly Meeting
- Conducted four pistol permit final interviews
- Heart of Music festival (Former Music Fest) planning meeting
- Federal Equitable Sharing Webinar
- Met with Federal Law Enforcement about partnership
- Met with Orchard Park Police Chief about ERT

Special Events:

There were no special events in the month of January.



East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

Statistics

Activity	Village	Outside of Village	Total (YTD)
Police calls	590 (1504)	226(622)	816 (2254)
Fire/EMS calls			365(919)
Response Time	1.6 minutes	3.4 minutes	
Property Damage Accident	13	13	26(93)
Injury Accidents	2/0 Fatal	1/0 Fatal	3(3)0(Fatal)
Leaving Scene Acc	1	2	3 (3)
Deer Struck PDO	0(3)	6 (17)	6 (20)
Crimes Against Persons (Agg. Harassment/ Assault/Etc.	1(5)	0(2)	1(7)
Contempt of Court	0(0)	0(1)	0(1)
Crimes-Drugs	0(1)	0	0(1)
Crimes-Property (Larceny/Criminal Mischief)	3(14)	2(5)	5(19)
Burglary/Trespass	0(0)	0(1)	0(1)
S&R-Lic/Reg	4(11)	3(3)	7(14)
DWI	3(6)	2(4)	5(12)
Warrant Arrests	0(2)	1(1)	1(3)
Sex Crimes	0(1)	0(0)	0(1)
Reckless Endangerment	0(1)	0(0)	0(1)
Traffic Tickets	81(98)	32(20)	118 (118)
Parking Tickets	93(176)	33(0)	126(176)
Domestics	0(2)	1(3)	1(5)
9.41 MHL/22.09 PHL	1(3)	1(2)	2(5)
Extreme Risk Protection Order	0(0)	0(0)	0(0)
Car Seat Installations	1(1)	0(0)	1(1)



East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

Training:

1) Training

- a) PSDs were assigned PLS dispatch pro 2025 Lesson 1 which was completed by all prior to 2/28
- b) Officers were assigned PERMA "below 100"
- c) Officers were assigned a 10-question test regarding Discovery procedures for the Erie County District Attorney. All officers completed this with an 80% or higher score.
- d) Officer Cartwright attended DRE school field certification in Philadelphia PA on 2/2/25-2/8/25.

2) Ongoing Training-

- a) Lt. O'Hara is monitoring Daily Training Bulletins through Lexipol regarding policy
 - i) Officers are being advised to keep up to date with DTB's as they are issued
- b) PSDs were assigned PLS dispatch pro lesson 3 "Officer shoots Sergeant" which needs to be completed prior to April 30th.
- c) Officers were assigned PERMA course "mandatory reporters of child abuse and neglect" which needs to be completed by all prior to March 31st.
- d) Officers were assigned a training through the DCJS ACADIS PORTAL titled, "Understanding and responding to child abuse" which needs to be completed by all prior to March 31st.

3) Upcoming training:

- a) Officer Pinto will be attending DWI detection and standardized field sobriety testing refresher course at ECLETA on March 4th.
- b) Det. Kilburn was signed up for "Background investigations for police applicants" which will take place on March 20th and 21st at Cheektowaga PD- This is required for all detectives that have to complete police officer background investigations
- c) Officer Sroka will be attending Radar/Lidar Operator course on March 24th-27th at the ECLETA.-This will not cause any overtime and is necessary.
- d) Officers Foster and Schultz were signed up for "assisting individuals in crisis" through the WNY law enforcement helpline which will take place on March 28th and 29th in Depew. This training will not cause any overtime, and it is necessary to be able to do critical incident debriefings.



**East Aurora / Town of Aurora
Police Department
Interdepartmental Correspondence**

Arrests / Investigations

Outside of the arrests and reported crimes in the above chart, of note Officers also investigated the following:

Detective O'Brien and Kilburn have been busy working on narcotic and sexual abuse cases that are law enforcement sensitive.

Generally speaking, February was a light month. March has already been much busier with the warmer weather.



www.compalliance.org

7D

EXECUTIVE DIRECTOR

\$2184.00

RBC

January 30, 2025

Town of Aurora
Attn: Kathleen Moffat
Aurora Municipal Center 575 Oakwood Avenue
East Aurora, NY 14052

Dear Ms. Moffat:

In appreciation of its members that have stood by the Comp Alliance and contributed to its continued success, the New York State Municipal Workers' Compensation Alliance (Comp Alliance) is again distributing a portion of its surplus to members. **The Comp Alliance is pleased to present the enclosed Member Loyalty Award Check to the Town of Aurora for the 2024-2025 policy year.**

This special monetary award reflects recognition by the Board of Trustees of fiscal challenges faced by its members and provides a tangible benefit of municipal cooperation by returning funds to them for the betterment of their communities. Loyalty Award amounts are based on the individual member's longevity of membership with the Comp Alliance and its annual funding contribution. The Loyalty Award Program has returned more than \$5.5 million to Comp Alliance Members since the program began in 2019. **We are pleased to announce that the Board of Trustees has authorized the continuation of the Loyalty Award Program through FY2026!**

The Comp Alliance is a not-for-profit workers' compensation public group self-insurance program with a focus on improving workplace safety and providing stable funding for its members. When the Alliance was formed in the early 1990's, municipalities in New York struggled to annually budget for unpredictable workers' compensation costs. The Comp Alliance offers its members budgetary stability and the opportunity to achieve significant savings by sharing the costs of workers' compensation insurance. **Today, the Comp Alliance has 370 members, \$46 million in contributions and more than \$44 million surplus to help maintain long-term financial stability.**

The Comp Alliance is partnered with the **Association of Towns of the State of New York and the New York State Conference of Mayors**. It is the mission of the program to ensure members are able to meet their long-term workers' compensation liabilities while maintaining stable funding contributions.

For more information on the Member Loyalty Award Program, please contact a Comp Alliance Marketing Manager or your insurance broker. Visit the Comp Alliance at www.compalliance.org for more information, as well as on Twitter and Facebook for additional program enhancements and announcements.



Plan Manager: Wright Risk Management
900 Stewart Avenue, Suite 600, Garden City, NY 11530
Phone: 866-697-6922 Fax: 516-227-2352

