

AGENDA
Village Board of East Aurora
July 6, 2026, Regular Meeting at 7 pm

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call

2. PUBLIC HEARINGS

3. SPEAKERS & COMMUNICATIONS – Agenda items only

4. CONSENT CONSIDERATIONS

- A. Approval of Minutes of Village Board Meeting for June 15, 2026
- B. Approval of Payment for May 30, 2026 Abstract 2025/2026 fiscal year for a total of \$20,813.43.
- C. Approval of Payment for July 6, 2026 Abstract 2026/2027 fiscal year for a total of \$310,338.90.
- D. Approve a Temporary Use Permit for Donald Stucke Tin Can Tourists, Toy Town Vintage Camper Rally, August 8, 11am – 3pm.
- E. Approve a Temporary Use Permit for Ben Holmes of Wallenwein's, Foundation Fundraiser, August 1, 5-9 pm.
- F. Approve a Temporary Use Permit for the GDAC Fundraiser at the Roycroft, July 6, 8-11 pm, for a World Cup Watch Party
- G. Approve a Hamlin Park Temporary Use permit for Edward Jones on August 19, 2026 5 PM-8 PM to use the Kawanis shelter (There is no alcohol in the park, and the playground will remain open to the public)
- H. Permission for the mayor or his designee to sign the General Insurance renewal with Trident through Gallagher
- I. Adopt the Village Cell phone policy, Credit card purchasing policy, Employee handbook, Purchasing Policy, and Rules of Procedure for Village Board meetings
- J. Approve budget modifications for the 2026/2027 Fiscal Year
- K. Approve the Demo/Substantial Modification to the residence at 120 Elmwood Ave., Paul DellaNeve
- L. Approve the Demo/Substantial Modification to the residence at 810 Main Street, Brian Fischer
- M. Permission to advertise for the Police Vehicle Bids
- N. Set a public hearing on July 20, 2026, to review the Cable Franchise Agreement
- O. Accept the following as members of the East Aurora Fire Department: Jake Piersa, Hunter Clothier, and William Chudy
- P. Permission for the mayor or his designee to sign for the purchase of a 2026 Chevy Silverado from Basil Chevrolet from Erie County Bid number 20059-004 \$63,352.
- Q. Permission for the mayor to sign a permit with Erie County DPW to install an all-way stop at the corner of Center and South Street

5. OFFICIAL CONSIDERATIONS

- A. Approval of a Determination of Non-Significance pursuant to the State Environmental Quality Review Act in the matter of the rezoning of 270 Quaker Road by Young Development (260 Quaker Rd LLC).
- B. Approve the rezone of 270 Quaker Road by Young Development (260 Quaker Rd LLC).
- C. Approval of a Determination of Non-Significance pursuant to the State Environmental Quality Review Act in the matter of the minor subdivision of 270 Quaker Road by Young Development (260 Quaker Rd LLC).
- D. Approve a minor subdivision of 270 Quaker Road by Young Development (260 Quaker Rd LLC).

6. OLD BUSINESS

7. NEW BUSINESS

8. SPEAKERS & COMMUNICATIONS (II)

9. DEPARTMENT HEAD REPORT

10. ADJOURNMENT

VILLAGE OF EAST AURORA
VILLAGE BOARD MEETING
June 15, 2026 – 7:00 PM

Present:

Trustee Lazickas
Trustee Cameron
Trustee Bojanowski
Trustee Kamp
Trustee Viger – after appointment
Trustee Root
Mayor Wochensky

Also Present:

Maureen Jerackas, Clerk-Treasurer
Liz Cassidy, Code Enforcement Officer
Jeff Stoll, General Foreman
Patrick Welch, Police Chief
48 Members of the public

A motion by Trustee Cameron, to approve the resignation of Jeff Rabey, Village Trustee, effective June 2, 2026, seconded by Trustee Bojanowski and unanimously approved.

I, Mayor Wochensky, appoint Grace Viger to the position of Village Trustee for a term to expire April 5, 2027.

A motion by Trustee Cameron, to appoint Tyler Baker to the position of police officer, at step one of the CBA, \$28.57 per hour, effective Saturday, June 20, 2026, seconded by Trustee Viger and unanimously approved

PUBLIC HEARINGS

- Mayor Wochensky opened the Public Hearing at 7:10 pm to consider a Rezone and Minor Subdivision application by Young Development (260 Quaker Rd LLC) for 270 Quaker Road
 - The applicants reviewed their presentation and noted that the plan was originally for seniors and non-seniors. It is now just senior housing based on public input. The Village Board said that they are OK with it being seniors-only with no market rate. Mayor Wochensky thanked the Planning Board and residents who spent time reviewing the plan.
 - Marge Cotter- EA Resident- She said that she would like to downsize but stay in the Village and would like senior housing.
 - Polly Gallenauck- 340 Main St Unit 1- She said that she wants housing for seniors who don't qualify for low income.
 - Elizabeth Krisconko- Mill Road- She said that she has no issue with senior housing but does have an issue with traffic in that area and safety. It is the concern for seniors from the industry there.
 - Jane Rademach- 500 Girard- She is in favor of senior apartments
 - Mary McCutcheon- 126 Sycamore- She said this is a great first step for senior housing in the Village.
 - Elena Holden- Town of EA Resident- She is in favor of senior housing in the Village.
 - Carol Beech- She is in favor of senior housing in the Village.
 - Mary Christine Estherbrook- She is in favor of senior housing in the Village.

Mayor Wochensky closed the Public Hearing at 7:54 pm.

- Mayor Wochensky opened the Public Hearing at 7:55 pm to consider a Special Use Permit application for 635 Main Street, Sylvia Walworth of Valvoline Instant Oil Change.
 - No comments were made
- Mayor Wochensky closed the Public Hearing at 7:56 pm

SPEAKERS & COMMUNICATIONS (I) – Agenda Items Only

- Bob & Margarete Gibson- 270 Buffalo Rd- They are representing the Revive Wesleyan Church for the Temporary Use Permit for Church in the Park. Mayor Wochensky noted that there were no negative comments made about the event.

CONSENT CONSIDERATIONS

Mayor Wochensky noted that 4D (635 Main Street) on the agenda is from the Public Hearing. He reviewed what 4J (plate field Project) on the agenda means for composting in the Village. Waste Management will have a cardboard bin for recycling cardboard at the DPW. General Foreman Stoll reviewed the Chassis and Equipment that the DPW wants to purchase for \$299,327.64 from Valley Fab/Beam Mack . He noted that the DPW has had to borrow trucks from other municipalities in the past.

- A Motion by Trustee Cameron to approve all consent agenda items
 - Minutes of Village Board Meeting for June 1, 2026
 - Payment for May 29, 2026 Abstract 2025/2026 fiscal year for a total of \$81,418.87.
 - Payment for June 15, 2026 Abstract 2026/2027 fiscal year for a total of \$332,413.00
 - An Application of a Request for a Special Use Permit, received by the Office of the Village Clerk on April 7, 2026, is hereby:

APPROVED, as submitted, for applicant Sylvia Walworth of Valvoline Instant Oil Change at 635 Main Street to use the property for a vehicle service shop.

The Village Board shall be Lead Agency under the State Environmental Quality Review Act (SEQRA). A Negative Declaration is made under SEQRA and said application is determined to be an Unlisted Action.

The following findings and conditions from the Village Planning Commission are incorporated herein:

1. The proposed use is a continuation of an existing business.
2. No changes to the operation are proposed.

If approved, the following additional language should be part of the approval:

Approval is Granted for the above-referenced Special Use Permit Application, as written and submitted, and with the following additional modifications and/or conditions*:

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-
- Set Public Hearing July 20 for Permit for Keeping Other than Household Pets- 6 Chickens, 181 Sycamore Street, Colleen Raleigh.
 - Approve a Temporary Use Permit for Bill Lewis of the EA American Legion for the Toytown Car Show, August 30, 11 am – 5 pm.
 - Approve an amended Temporary Use Permit for Victoria Stuman, EA Chamber of Commerce, EA Summer Street Festival on July 25 10 am - 4 pm.
 - Refer to the Planning Commission July 7 Site Plan Application at 63 South Grove Street to construct an addition.
 - Permission for the mayor to sign a letter of Commitment for the plate field project to support composting in the Village and Town.
 - Approve Budget adjustments for the 2025/2026 Fiscal Year:

Budget Transfers	2025-2026				
FROM			TO		
A.5.1210.0440	Mayor-Train, Travel & Dues	\$ 200.00	A.5.1210.0434	Mayor- Telephone	\$ 200.00
A.5.1440.0410	Engineer Svcs- Engineer Svcs	\$ 7,000.00	A.5.1480.0410	PubInfo Svcs- sup, maint, internet, GIS	\$ 7,000.00
A.5.1490.0403	Pub Works Admin- Ofc sup	\$ 25.00	A.5.1490.0420	Pub Works admin- Maint & Repairs	\$ 25.00
A.5.1490.0403	Pub Works Admin- Ofc sup	\$ 1,000.00	A.5.1490.0440	Pub Works Admin- Train, Travel & Dues	\$ 1,000.00
A.5.1620.0140	Buildings- Overtime	\$ 950.00	A.5.1620.0110	Buildings- Salary & Wages	\$ 950.00
A.5.1620.0470	Buildings- Dept Supplies	\$ 600.00	A.5.1620.0432	Buildings- Gas	\$ 600.00
A.5.1640.0420	Central Garage- Maint & Rep	\$ 100.00	A.5.1640.0431	Central Garage- Electric	\$ 100.00
A.5.1640.0420	Central Garage- Maint & Rep	\$ 700.00	A.5.1640.0432	Central Garage- Gas	\$ 700.00
A.5.1640.0433	Central Garage- Gas, Oil	\$ 6,500.00	A.5.1910.0413	Unallocated Ins- Judgements & Claims	\$ 6,500.00
A.5.1640.0470	Central Garage- Dept Sup	\$ 100.00	A.5.1640.0480	Central Garage- Uniforms	\$ 100.00
A.5.3120.0120	Police Dept- Wages- Patrol	\$ 5,000.00	A.5.3120.0110	Police Dept- Salaries & Wages	\$ 5,000.00
A.5.3120.0434	Police Dept- Telephone	\$ 100.00	A.5.3120.0420	Police Dept- Maint Svc Contracts	\$ 100.00
A.5.3410.0420	Fire Dept- Dept Supplies	\$ 500.00	A.5.3410.0432	Fire Dept- Gas	\$ 500.00
A.5.3120.0450	Police- Gas & Grease	\$ 7,000.00	A.5.3420.0110	Police & Fire Dispatch- Salaries & Wages	\$ 7,000.00
A.5.3120.0460	Police- Parts & Maint	\$ 4,000.00	A.5.3420.0110	Police & Fire Dispatch- Salaries & Wages	\$ 4,000.00
A.5.3310.0110	Traffic Ctrl- Salary & Wages	\$ 3,000.00	A.5.3420.0127	Police & Fire Dispatch- Part Time & Temp	\$ 3,000.00
A.5.3310.0110	Traffic Ctrl- Salary & Wages	\$ 810.00	A.5.3420.0140	Police & Fire Dispatch- Overtime	\$ 810.00
A.5.5110.0420	Street Maint- Road Materials	\$ 2,000.00	A.5.5110.0140	Street Maint- Overtime	\$ 2,000.00
A.5.5110.0420	Street Maint- Road Materials	\$ 45,000.00	A.5.8160.0410	Refuse & Garbage	\$ 45,000.00
A.5.7140.0420	Playgrounds- Maint & Repair	\$ 1,000.00	A.5.5182.0431	Street Lighting- Electric	\$ 1,000.00
A.5.9040.0802	Workers Comp-Workers	\$ 11,000.00	A.5.9061.0807	Dental Ins- Dental Ins	\$ 11,000.00
F.5.8340.0403	Transfer & Dist- Office Sup	\$ 25.00	F.5.8340.0480	Transf & Dist- Uniforms	\$ 25.00
A.5.1640.0110	Central Garage- Salaries	\$ 800.00	A.5.1620.0110	Buildings- Salaries & Wages	\$ 800.00
A.5.1620.0420	Buildings- Maint & Repairs	\$ 410.00	A.5.1620.0126	Buildings- Def Comp	\$ 410.00
A.5.1620.0470	Buildings- Dept Supplies	\$ 120.00	A.5.1620.0432	Buildings- Gas	\$ 120.00
A.5.1640.0450	Central Garage- Gas, Oil	\$ 6,500.00	A.5.1640.0433	Central Garage- Water	\$ 6,500.00
A.5.1640.0450	Central Garage- Gas, Oil	\$ 500.00	A.5.1640.0432	Central Garage- Gas	\$ 500.00
A.5.3120.0126	Police Dept- Def Comp	\$ 1,000.00	A.5.3120.0120	Police Dept-Wages- Patrolmen	\$ 1,000.00
A.5.3120.0126	Police Dept- Def Comp	\$ 10,000.00	A.5.3120.0110	Police Dept- Salaries & Wages	\$ 10,000.00
A.5.3410.0431	Fire Dept- Electric	\$ 120.00	A.5.3410.0432	Fire Dept- Gas	\$ 120.00
A.5.3410.0460	Fire Dept- Vehicle Maint	\$ 1,700.00	A.5.3420.0140	Police & Fire Dispatch- Overtime	\$ 1,700.00
A.5.3410.0460	Fire Dept- Vehicle Maint	\$ 4,100.00	A.5.3420.0130	Police & Fire Dispatch- Part Time	\$ 4,100.00
A.5.3410.0460	Fire Dept- Vehicle Maint	\$ 3,000.00	A.5.3420.0110	Police & Fire Dispatch- Salaries & Wages	\$ 3,000.00
A.5.3420.0127	Police & Fire Dispatch- Uni	\$ 3,000.00	A.5.3420.0110	Police & Fire Dispatch- Salaries & Wages	\$ 3,000.00
A.5.3420.0126	Police & Fire Dispatch- Def	\$ 4,000.00	A.5.3420.0110	Police & Fire Dispatch- Salaries & Wages	\$ 4,000.00
A.5.5112.0200	CHIPS- Street Improvement	\$ 6,000.00	A.5.5182.0431	Street Lighting- Electric	\$ 6,000.00
A.5.8160.0480	Refuse & Garbage- Misc	\$ 400.00	A.5.8160.0410	Refuse & Garbage	\$ 400.00
A.5.9010.0801	State Retirement- Police	\$ 35,000.00	A.5.9901.0903	Interfund Transfer- Capital	\$ 35,000.00
F.5.1380.0410	Fiscal Agent Fee- Fin Adv	\$ 3,100.00	F.5.8310.0110	Water Admin- Salaries & Wages	\$ 3,100.00
F.5.1380.0410	Fiscal Agent Fee- Fin Adv	\$ 1,600.00	F.5.8310.0126	Water Admin- Def Comp	\$ 1,600.00
F.5.8340.0140	Transf & Dist- Overtime	\$ 440.00	F.5.8340.0126	Transf & Dist- Def Comp	\$ 440.00
F.5.8310.0140	Water Admin- Over 75 hours	\$ 737.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 737.00
F.5.8310.0440	Water Admin- Train, Travel	\$ 1,000.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 1,000.00
F.5.1380.0410	Fiscal Agent Fee- Fin Adv	\$ 8,000.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 8,000.00
F.5.8340.0110	Transf & Dist- Salaries	\$ 35,470.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 35,470.00
F.5.8340.0200	Transf & Dist- Equipmt	\$ 1,996.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 1,996.00
F.5.8340.0420	Transf & Dist- Maint & Repliar	\$ 963.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 963.00
F.5.8340.0440	Transf & Dist- Train, Travel	\$ 258.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 258.00
F.5.8340.0470	Transf & Dist- Supplies	\$ 3,082.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 3,082.00
F.5.8340.0490	Transf & Dist- Water Test	\$ 470.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 470.00
F.5.9010.0800	St Retirement- Retirement	\$ 2,212.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 2,212.00
F.5.9030.0801	Social Security- Social Sec	\$ 4,652.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 4,652.00
F.5.9900.0901	Transf to Capital Fund	\$ 46,000.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 46,000.00
F.5.9060.0805	Hosp & Med Ins- Health	\$ 7,000.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 7,000.00
F.5.9061.0807	Dental ins- Dental Ins	\$ 3,000.00	F.5.8320.0470	Source of Supply- Bulk Purchase Water	\$ 3,000.00

○ MODIFY 2026/2027 BUDGET

June 15, 2026

Trustee Cameron, offered the following resolution and moved for its adoption:

BE IT RESOLVED, the Clerk–Treasurer is hereby authorized to modify the 2026/2027 Budget in the following manner:

Revenue – Appropriated Fund balance - \$ 27,693

Expenditures –

Planning Contract Services 5.8020.0410 - \$27,693

Blue Zone contract

Revenue – Appropriated Fund balance - \$ 320,000

Expenditures –

Street maintenance Equipment 5.5110.0200 - \$320,000

Purchasing Snowplow

The following resolution was seconded by Trustee Bojanowski and unanimously approved

- Permission for the mayor to sign the change orders with CamCo General Contracting for the Hamlin Park Bathroom Project.
- Approve the purchase of a Volvo VHD Plow Truck Chassis and equipment from Valley Fab/ Beam Mack Sales Service, piggybacking off the Onondaga County statewide contract 10914 for \$299,327.64.

- Approve canceling the August 3, 2026, Village Board meeting.
 - Approve Connor Yuhas as a member of the East Aurora Fire Department.
 - Approve the Demo/Substantial Modification to the residence at 500 North Street Joe Ann Willson
- The foregoing motions and resolutions were seconded by Trustee Bojanowski and unanimously approved.

OFFICIAL CONSIDERATIONS

Mayor Wochensky asked the Village Board for their thoughts on 270 Quaker Road application. Trustee Root asked about how far back from the road is the main portion of the development is, the revised plan and are the amenities for the residents. The applicant said that the development is 620 feet from the road and he noted that a storm water management system has to be implemented. The amenities are only for the residents. He said that this would be their fourth senior housing and they are looking for a shuttle service between all four and the amenities. Mayor Wochensky noted that this is a zoning change and would prefer to have a newer comprehensive plan that addresses this situation. Planning did a great job and noted the findings and conditions. He spoke about other implications of making these changes but feels that they're needed and wants more time to review. Trustee Cameron agrees that she needs time to consider. Trustee Bojanowski mentioned potentially making an additional condition for Town and Village residents; the applicant stated that it would violate the Fair Housing Act. Trustee Kamp said that he would like to increase the housing stock. Mayor Wochensky noted the traffic issue and wants to look into that. Trustee Cameron noted how hard it is to walk there and would like a traffic circle.

- A motion by Trustee Lazickas to appoint Rebecca Deoca to the position of part-time public safety dispatcher, to commence on June 16, 2026, was seconded by Trustee Kamp and unanimously approved.
- A motion by Trustee Root to give permission for the mayor to sign a contract with Blue Zone for planning services, seconded by Trustee Kamp and unanimously approved.
 - Mayor Wochensky spoke about Blue Zone and how this is not a commitment to any future construction project, but it is an opportunity to bring in nationally recognized expertise, engage our residents, and gather information that can help guide future decisions. He said the study that was done had results like Main Street being narrowed and the bump-outs. Mayor Wochensky is proposing that we proceed with option two, the two-day on-site workshop. The total project cost would be approximately \$27,700, including project management, community engagement, existing conditions review, stakeholder meetings, walking audits, a community workshop, findings, and direct expenses. It is at a reduced cost because they are already in Buffalo at the time. Trustee Root said that she has been to his workshop and has had great conversations with Mr. Burton. Trustee Kamp said that he likes how it works with the comprehensive plan and spoke about Blue Zone. Trustee Viger asked if this was the only company that does this. Mayor Wochensky noted that this is a professional service; he said that we can just use this company and work off of Buffalo. Trustee Kamp asked about deliverables, and Mayor Wochensky said that the goal is to have specific projects that we are able to implement to improve the characteristics of our village. Trustee Lazickas asked about the savings and what the regular cost would be. Mayor Wochensky said that in similar communities, it was around \$50,000. Trustee Cameron is concerned about bikeability being in the plan, as that is very important to her. Mayor Wochensky said that it was specifically discussed.
- A motion by Trustee Kamp to approve a Hamlin Park Temporary Use Permit for Kevin Beers of Revive Wesleyan Church for Church in the Park each Sunday in August (August 2, 9, 16, and 23) from 8 am to 1 pm with no amplification before 10 am and the amplification to end at noon. The amplified sound shall not exceed 70 decibels when measured at the right of way surrounding the park, seconded by Trustee Viger and unanimously approved.

- A motion by Trustee Lazickas to approve,
RESOLUTION NO. 20260615

Proposed Action: Village of East Aurora Water System Improvements Project

RESOLUTION DECLARING THE INTENT OF THE VILLAGE OF EAST AURORA
VILLAGE BOARD TO ACT AS LEAD AGENCY

WHEREAS, the Village of East Aurora (Village) is proposing the Village of East Aurora Water System Improvements Project (Project), located in the Village of East Aurora and Town of Aurora, Erie County, New York; and

WHEREAS, the Project has been classified as a “Type I Action” as defined by the State Environmental Quality Review Act (SEQRA) in 6 NYCRR Part 617.4; and

WHEREAS, it is the intent of the Village of East Aurora Village Board to assume the role of “Lead Agency” for purposes of conducting a SEQRA/SERP assessment of the Project; and

WHEREAS, Part I of a Full Environmental Assessment Form (FEAF) has been completed, reviewed by the Village of East Aurora Village Board, and will be circulated to all Interested and Involved Agencies for purposes of establishing the Village of East Aurora Village Board as “Lead Agency” in accordance with 6 NYCRR Part 617.6(b).

NOW, THEREFORE, BE IT

RESOLVED AND DETERMINED, that the Mayor of the Village of East Aurora is hereby authorized to sign Part I of the FEAF (page 15); and it is further

RESOLVED AND DETERMINED, that the Village of East Aurora will send said Part I of the FEAF and associated site figure to the attached list of “Interested and Involved Agencies” under cover of a “Notice of Intent to Establish Lead Agency” letter for purposes of establishing Lead Agency status under the SEQRA/SERP; and it is further

RESOLVED, that the Mayor of the Village of East Aurora and the Village Board, together with the Village of East Aurora Attorney and B&L, are hereby authorized to take all actions, serve all notices, and complete all documents required to give full force and effect to this determination.

The question of the adoption of the foregoing resolution was seconded by Trustee Viger and duly put to a vote, and upon roll call, the vote was as follows:

Mayor Wochensky- Aye

Trustee Root- Aye

Trustee Lazickas- Aye

Trustee Cameron- Aye

Trustee Kamp- Aye

Trustee Viger- Aye

Trustee Bojanowski- Aye

The foregoing resolution was thereupon declared duly adopted.

- Village Engineer Nick Pazino planned to apply for a grant that was moved from September to July 27th. He said the reason that the motion needs to be passed tonight is that they need to do part one tonight and then that requires a 30-day coordinator review

with interested and involved agencies, which there's a number of them in the area. The Bond resolution will need to be passed at the July 20th Board Meeting.

- A motion by Trustee Cameron to give permission for the mayor to sign Part 1 of the SEQR for the water system improvement project, seconded by Trustee Root and unanimously approved.
- A motion by Trustee Bojanowski to approve the Demo/Substantial Modification to the residence at 517 Linden Ave Colin Kujawski with added condition that the trim around the kitchen sink window resembles the current size, seconded by Trustee Root and unanimously approved.

SPEAKERS & COMMUNICATIONS

- Judy Aktison Miller- 2 Woodbrook Drive- She said that she lives near the new development and has come in front of the Village Board before, wanting walkability improvement in her area. A petition was done in 2021; she came back in 2024 and spoke about the difficulty of putting in sidewalks. She would like sidewalks; she can't bike that way anymore because it's so busy and wants the Village to reach out to Erie County.
- Chris Miller- 2 Woodbrook Dr- He has concerns about the safety of Mill Road and making the area more walkable and safer. Police Chief Welch met with Gina from Erie County Highways, and what was determined at the time was, according to her, that there was no safe place for a crosswalk and that the road was designed before the condominium complex that they live in now. He said that he will revisit the issue. Mayor Wochensky noted that this is another area they may want to consider if Blue Zone can help with the conversation with the county.
- Tom Morris- 179 Whaley- He has concerns about crosswalk signs, getting them replaced, and being constantly hit by vehicles. Also, people not stopping at stop signs and public safety are concerns.
- Brandon Raleigh- 181 Sycamore- He asked if the chicken permit was approved or just approved for the public hearing. Mayor Wochensky said that the motion was made to approve the public hearing. He noted that the application was made for 6 chickens, not 4, so Trustee Kamp amended the permit to say 6, seconded by Trustee Bojanowski and unanimously approved.
- Nancy Smith- 195 Sycamore- She said that she is very happy about Blue Zone.

Department Head and Trustee Reports

Code Enforcement- None

Police Chief- The second Heart of Music Festival went well, and said that introducing extra help from other police departments has made a big difference. There are two more vacancies coming to the police department soon, with retiring officers and the police clerk retiring as well.

General Foreman- Milling is beginning tomorrow on Grey Street, heading to Buffalo, and then going to Girard from Maple to North Willow. The Village Facebook page will be updated with the milling information. Aeration at the park for trees is done, and noted that the setup and takedown for Heart of Music went well. Paving is not set up yet; he is hoping by July 3rd.

President of the Fire Department- The Heart of Music went well; they had great coverage and worked with other departments. The fire department is preparing for the 3rd of July celebration.

Planning Commission- The Commission reviewed the new comprehensive plan guidelines and looks forward to working with the Mayor on the plan.

Village Engineer- He spoke about the water and the foot sidewalks along the Hamlin Park walkway. He spoke about the Police station and what work needs to be done there. They are trying to complete the Hamlin Park bathroom.

Chamber of Commerce- They are working with the Village on the Summer Street Festival.

Clerk Treasurer- Taxes are currently being collected.

Trustee Lazickas- He said that there is a Tree Board mulching event on Thursday that he is going to assist.

Trustee Root- The Pedestrian Bike Board discussed the bike bus and how large it was growing; maybe have people sign waivers at the beginning of the school year for safety. Trustee Viger asked if they need a permit. Mayor Wochensky said that they would discuss that.

Trustee Bojanowski- He attended his first District 8 Sewer meeting; they approved a budget and got a lot of helpful information. The HPC meeting went smoothly with the new demo code, and we are working through the tweaks that need to be made.

Trustee Kamp- none

Trustee Viger- Excited to be back

Mayor Wochensky- Cornhole Tournament with the Town on June 20th. He spoke about the Climate Smart Community Task Force and the Village being a part of that with the DRI NY Forward Grant. A small business task force to solicit projects to have a competitive application. He is attending a consolidated grant funding event on Wednesday. The Hamlin Park Committee has not had any motion yet and will speak with the liaison. He said that a pride event was held in the parking lot and thanked the police for their presence. Trustee Root and he met with Fisher-Price about their potential plans and how to be more involved in the community.

ADJOURNMENT

A motion was made by Trustee Lazickas to adjourn the meeting at 9:12pm, seconded by Trustee Bojanowski and unanimously carried.

Respectfully submitted,

Maureen Jerackas
Village Clerk-Treasurer



Village of East Aurora, NY

Expense Approval Report 5.30.2026

By Vendor Name

Payable Dates 5/30/2026 - 5/30/2026 Post Dates 5/30/2026 - 5/30/2026

Payable Number	Vendor Name	Payable Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: 10403 - ERIE COUNTY COMPTROLLER							
1800084553	ERIE COUNTY COMPTROLLER	05/30/2026	571 Main St Village Hall Acct 7933856	A.5.1620.0431	BUILDINGS - ELECTRIC		353.60
1800084553	ERIE COUNTY COMPTROLLER	05/30/2026	Pine St DPW Offices and garage acct 256115	A.5.1640.0431	CENTRAL GARAGE - ELECTRIC		78.34
1800084553	ERIE COUNTY COMPTROLLER	05/30/2026	33 Center St	A.5.3410.0431	FIRE DEPT - ELECTRIC		498.02
1800084553	ERIE COUNTY COMPTROLLER	05/30/2026	Girard Ave Acct 893560	A.5.5182.0431	STREET LIGHTING - ELECTRIC		0.78
1800084553	ERIE COUNTY COMPTROLLER	05/30/2026	Elm St Signal Acct 3514288	A.5.5182.0431	STREET LIGHTING - ELECTRIC		2.77
1800084553	ERIE COUNTY COMPTROLLER	05/30/2026	Elmwood & Chestnut Hill Booster Pump Station Acct	A.5.5182.0431	STREET LIGHTING - ELECTRIC		199.08
1800084553	ERIE COUNTY COMPTROLLER	05/30/2026	ST LIGHTING R2 ACCT 719336	A.5.5182.0431	STREET LIGHTING - ELECTRIC		208.21
1800084553	ERIE COUNTY COMPTROLLER	05/30/2026	ST LIGHTING ACCT 4086039	A.5.5182.0431	STREET LIGHTING - ELECTRIC		308.22
1800084553	ERIE COUNTY COMPTROLLER	05/30/2026	PINE ST WATER PLANT ACCT 288597	F.5.1620.0431	BUILDINGS - ELECTRIC		6.85
Vendor 10403 - ERIE COUNTY COMPTROLLER Total:							1,655.87
Vendor: 10864 - NYSEG							
1001-0483-419 5/20-6/18/26	NYSEG	05/30/2026	Elmwood & Chest 1PH 5/20-6/18/26	A.5.5182.0431	STREET LIGHTING - ELECTRIC		174.00
1001-7273-243 5/9-6/9/26	NYSEG	05/30/2026	Near 650 Girard Ave 5/9-6/9/26	A.5.5182.0431	STREET LIGHTING - ELECTRIC		25.34
1004-8515-430 5/9-6/9/26	NYSEG	05/30/2026	400 Pine St Salt Shed 5/9-6/9/26	A.5.1640.0431	CENTRAL GARAGE - ELECTRIC		26.82
Vendor 10864 - NYSEG Total:							226.16
Vendor: 11033 - Schroder Joseph & Associates LLP							
Multiple Invoices May 2026	Schroder Joseph & Associates LLP	05/30/2026	Invoice 27502	A.5.1420.0411	VILLAGE ATTORNEY - OTHER ...		1,205.10
Multiple Invoices May 2026	Schroder Joseph & Associates LLP	05/30/2026	Invoice 27503	A.5.1420.0411	VILLAGE ATTORNEY - OTHER ...		17,726.30
Vendor 11033 - Schroder Joseph & Associates LLP Total:							18,931.40
Grand Total:							20,813.43

Report Summary

Fund Summary

Fund	Expense Amount
A - GENERAL FUND	20,806.58
F - ENTERPRISE WATER	6.85
Grand Total:	20,813.43

Account Summary

Account Number	Account Name	Expense Amount
A.5.1420.0411	VILLAGE ATTORNEY - OT...	18,931.40
A.5.1620.0431	BUILDINGS - ELECTRIC	353.60
A.5.1640.0431	CENTRAL GARAGE - ELEC...	105.16
A.5.3410.0431	FIRE DEPT - ELECTRIC	498.02
A.5.5182.0431	STREET LIGHTING - ELEC...	918.40
F.5.1620.0431	BUILDINGS - ELECTRIC	6.85
Grand Total:		20,813.43

Project Account Summary

Project Account Key	Expense Amount
None	20,813.43
Grand Total:	20,813.43

Authorization Signatures

***** Certificate of Financial Officer *****

I hereby certify that the attached Voucher Listing is complete and accurate to the best of my knowledge, and payment is hereby approved.

Signed:

Date:



Village of East Aurora, NY

Expense Approval Report 7.6.2026

By Vendor Name

Payable Dates 7/6/2026 - 7/6/2026 Post Dates 7/6/2026 - 7/6/2026

Payable Number	Vendor Name	Payable Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: 10050 - ALLIED MECHANICAL INC.							
inv 50169	ALLIED MECHANICAL INC.	07/06/2026	planned maintenance- quarterly	A.5.3410.0420	FIRE DEPT - DEPT SUPPLIES		1,745.00
Vendor 10050 - ALLIED MECHANICAL INC. Total:							1,745.00
Vendor: 10054 - Amazon							
16VN-9CNL-QRMN	Amazon	07/06/2026	File Cabinet for Mayor	A.5.1325.0403	VILLAGE ADMIN - OFFICE SU...		55.79
Vendor 10054 - Amazon Total:							55.79
Vendor: 10055 - AMCHAR WHOLESALE INC.							
2026000258	AMCHAR WHOLESALE INC.	07/06/2026	Ammo for PO Pierce firearms instructor school	A.5.3120.0470	POLICE DEPT - DEPTAL SUPPL... 2026000258-R1		918.25
Vendor 10055 - AMCHAR WHOLESALE INC. Total:							918.25
Vendor: 10131 - BASCHMANN SERVICES INC.							
2027000309	BASCHMANN SERVICES INC.	07/06/2026	June 2026	A.5.1640.0460	CENTRAL GARAGE - VEHICLE... 2027000309		30.16
Vendor 10131 - BASCHMANN SERVICES INC. Total:							30.16
Vendor: 10170 - BRADLEY TREE & LANDSCAPE							
inv 16075/inv16732	BRADLEY TREE & LANDSCAPE	07/06/2026	aeration/tree care and consultation	A.5.8560.0410	SHADE TREES - CONTRACT S...		1,000.00
Vendor 10170 - BRADLEY TREE & LANDSCAPE Total:							1,000.00
Vendor: 10174 - BRENNTAG NORTH AMERICA INC.							
inv BLN26-60172	BRENNTAG NORTH AMERICA INC.	07/06/2026	police vehicle oil	A.5.3120.0450	POLICE DEPT - GASOLINE, OIL...		1,191.30
Vendor 10174 - BRENNTAG NORTH AMERICA INC. Total:							1,191.30
Vendor: 10186 - BUFFALO & ORCHARD PARK							
2029000290	BUFFALO & ORCHARD PARK	07/06/2026	topsoil for HP	A.5.7140.0420	PLAYGROUNDS & REC CTRS. -... 2026000230-R1		3,520.00
Vendor 10186 - BUFFALO & ORCHARD PARK Total:							3,520.00
Vendor: 10211 - CAMCO General Contracting Inc.							
TOILET ROOM ADDITION IN ...	CAMCO General Contracting Inc.	07/06/2026	GENERAL CONSTRUCTION HAMLIN BATHROOMS	H.5.7140.0018	PARKS & RECREATION BUILD...		91,292.39
Vendor 10211 - CAMCO General Contracting Inc. Total:							91,292.39
Vendor: 10217 - CARQUEST AUTO PARTS							
2026000172-R1	CARQUEST AUTO PARTS	07/06/2026	June- vehicle maint/parts	A.5.1640.0460	CENTRAL GARAGE - VEHICLE... 2026000172-R1		670.05
2027000296	CARQUEST AUTO PARTS	07/06/2026	June 2026	A.5.3120.0460	POLICE DEPT - VEHICLE MAI... 2027000296		595.13
2027000298	CARQUEST AUTO PARTS	07/06/2026	June 2026	A.5.1640.0460	CENTRAL GARAGE - VEHICLE... 2027000298		116.38
Vendor 10217 - CARQUEST AUTO PARTS Total:							1,381.56

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Payable Dates: 7/6/2026 - 7/6/2026 Post Dates: 7/6/2026 - 7/6/2026

Payable Number	Vendor Name	Payable Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: 10229 - Charter Communications							
115006201061426	Charter Communications	07/06/2026	TAXES & FEES - FRANCHISE FEE	A.5.1480.0410	PUBINFO SVCS-PUB INFO SUP..		2.97
115006201061426	Charter Communications	07/06/2026	EAFD Cable	A.5.1480.0410	PUBINFO SVCS-PUB INFO SUP..		59.95
115006201061426	Charter Communications	07/06/2026	EAFD Internet	A.5.1480.0410	PUBINFO SVCS-PUB INFO SUP..		160.00
115006201061426	Charter Communications	07/06/2026	EAPD Internet	A.5.1480.0410	PUBINFO SVCS-PUB INFO SUP..		449.00
Vendor 10229 - Charter Communications Total:							671.92
Vendor: 10240 - CINTAS CORPORATION							
2027000301	CINTAS CORPORATION	07/06/2026	June 2026	A.5.1620.0420	BUILDINGS - MAINT & REPAI... 2027000301		385.11
2027000301	CINTAS CORPORATION	07/06/2026	June 2026	A.5.1640.0420	CENTRAL GARAGE - MAINT &... 2027000301		306.67
2027000301	CINTAS CORPORATION	07/06/2026	June 2026	A.5.1640.0480	CENTRAL GARAGE - UNIFOR... 2027000301		426.73
Vendor 10240 - CINTAS CORPORATION Total:							1,118.51
Vendor: 10248 - CLEAN MD COMMERCIAL CLEANING INC.							
inv 20118	CLEAN MD COMMERCIAL CLEANING INC.	07/06/2026	Invoicemonthly cleaning EAFD	A.5.3410.0470	FIRE DEPT - JANITORIAL SUPP...		698.14
Vendor 10248 - CLEAN MD COMMERCIAL CLEANING INC. Total:							698.14
Vendor: 10282 - CORR DISTRIBUTORS INC.							
inv173654/173436	CORR DISTRIBUTORS INC.	07/06/2026	janitorial supplies	A.5.1620.0470	BUILDINGS - DEPARTMENTAL...		522.65
Vendor 10282 - CORR DISTRIBUTORS INC. Total:							522.65
Vendor: 10286 - COUNTY LINE STONE							
2026000247-R1a	COUNTY LINE STONE	07/06/2026	black top	A.5.5110.0420	STREET MAINT - ROAD MATE... 2026000247-R1		1,886.45
Vendor 10286 - COUNTY LINE STONE Total:							1,886.45
Vendor: 11308 - Crossbar Athletics LLC							
1951	Crossbar Athletics LLC	07/06/2026	Dye-sublimated Metal Name Plate	A.5.1325.0403	VILLAGE ADMIN - OFFICE SU...		40.00
Vendor 11308 - Crossbar Athletics LLC Total:							40.00
Vendor: 10296 - CSEA EMPL BENEFIT FUND							
12314052July2026	CSEA EMPL BENEFIT FUND	07/06/2026	Dental/Vision	A.5.9061.0807	DENTAL INS - DENTAL INS		6,603.26
12314052July2026	CSEA EMPL BENEFIT FUND	07/06/2026	Dental/Vision	A.5.9062.0808	OPTICAL - OPTICAL		1,039.30
12314052July2026	CSEA EMPL BENEFIT FUND	07/06/2026	Dental/Vision	F.5.9061.0807	DENTAL INS - DENTAL INS		521.31
12314052July2026	CSEA EMPL BENEFIT FUND	07/06/2026	Dental/Vision	F.5.9062.0808	OPTICAL - OPTICAL		82.05
Vendor 10296 - CSEA EMPL BENEFIT FUND Total:							8,245.92
Vendor: 10318 - DELACY FORD							
2027000294	DELACY FORD	07/06/2026	July 2026	A.5.3120.0460	POLICE DEPT - VEHICLE MAI... 2027000294		1,393.66
Vendor 10318 - DELACY FORD Total:							1,393.66
Vendor: 10376 - EIGHTY FOUR LUMBER							
inv #0632-759860	EIGHTY FOUR LUMBER	07/06/2026	Street supplies	A.5.5110.0420	STREET MAINT - ROAD MATE...		145.50
Vendor 10376 - EIGHTY FOUR LUMBER Total:							145.50
Vendor: 11323 - Employee Services LLC							
EAP Services 6/1/26-5/31/27	Employee Services LLC	07/06/2026	EAP Services 6/1/26-5/31/27	A.5.9060.0805	HOSPITAL & MEDICAL INS - H...		3,550.00
Vendor 11323 - Employee Services LLC Total:							3,550.00

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Payable Dates: 7/6/2026 - 7/6/2026 Post Dates: 7/6/2026 - 7/6/2026

Payable Number	Vendor Name	Payable Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: 11363 - ERIE COUNTY DEPT. OF HEALTH EMS DIVISION							
2027000316	ERIE COUNTY DEPT. OF HEALTH EMS DIVISION	07/06/2026	EAFD training	A.5.3410.0440	FIRE DEPT - TRAINING, TRAV...	2027000316	75.00
Vendor 11363 - ERIE COUNTY DEPT. OF HEALTH EMS DIVISION Total:							75.00
Vendor: 10406 - ERIE COUNTY PUBLIC HEALTH LAB							
2026000208-R1	ERIE COUNTY PUBLIC HEALTH LAB	07/06/2026	Monthly water samples	F.5.8340.0490	TRANSFS & DIST - WATER TE...	2026000208-R1	476.00
Vendor 10406 - ERIE COUNTY PUBLIC HEALTH LAB Total:							476.00
Vendor: 10409 - ERIE COUNTY WATER AUTHORITY							
Hydrant Services 6/1/26-5/3...	ERIE COUNTY WATER AUTHORITY	07/06/2026	Account 72000550-6 for 3 Hydrants	F.5.8340.0420	TRANSFS & DIST - MAINT & R...		687.24
Vendor 10409 - ERIE COUNTY WATER AUTHORITY Total:							687.24
Vendor: 10458 - FM COMMUNICATIONS INC.							
inv 107015428	FM COMMUNICATIONS INC.	07/06/2026	EAPD lights	A.5.3120.0460	POLICE DEPT - VEHICLE MAI...		432.00
Vendor 10458 - FM COMMUNICATIONS INC. Total:							432.00
Vendor: 10475 - GALLS LLC							
32846795	GALLS LLC	07/06/2026	Badge & Badge Wallet	A.5.1210.0440	MAYOR - TRAINING, TRAVEL...		135.75
Vendor 10475 - GALLS LLC Total:							135.75
Vendor: 10479 - GE Software Inc.							
inv 228716	GE Software Inc.	07/06/2026	annual gasboy/EKOS subscription	A.5.1640.0450	CENTRAL GARAGE - GASOLIN...		1,920.00
Vendor 10479 - GE Software Inc. Total:							1,920.00
Vendor: 10511 - GRAINGER							
June invoices	GRAINGER	07/06/2026	June 2026	A.5.3410.0420	FIRE DEPT - DEPT SUPPLIES		340.80
June invoices	GRAINGER	07/06/2026	June 2026	A.5.5110.0420	STREET MAINT - ROAD MATE...		220.60
June invoices	GRAINGER	07/06/2026	June 2026	A.5.7140.0420	PLAYGROUNDS & REC CTRS. -...		242.16
June invoices	GRAINGER	07/06/2026	June 2026	A.5.8560.0470	SHADE TREES - DEPARTMEN...		317.28
Vendor 10511 - GRAINGER Total:							1,120.84
Vendor: 10521 - GRECO TRAPP PLLC							
May 2026	GRECO TRAPP PLLC	07/06/2026	Statement 34624	A.5.1420.0411	VILLAGE ATTORNEY - OTHER ...		27.50
May 2026	GRECO TRAPP PLLC	07/06/2026	34 Invoices - Statements 34591- 34621 & 34623	A.5.1420.0411	VILLAGE ATTORNEY - OTHER ...		1,772.32
May 2026	GRECO TRAPP PLLC	07/06/2026	Statement 34622	A.5.1420.0411	VILLAGE ATTORNEY - OTHER ...		532.50
Vendor 10521 - GRECO TRAPP PLLC Total:							2,332.32
Vendor: 10547 - Highmark Blue Cross & Blue Shield of Western New York							
260619342258	Highmark Blue Cross & Blue Shield of Western New York	07/06/2026	Health Insurance	A.5.9060.0805	HOSPITAL & MEDICAL INS - H...		50,843.66
260619342258	Highmark Blue Cross & Blue Shield of Western New York	07/06/2026	Health Insurance	A.5.9060.0806	HOSPITAL & MEDICAL INS - H...		22,246.62
260619342258	Highmark Blue Cross & Blue Shield of Western New York	07/06/2026	Health Insurance	F.5.9060.0805	HOSPITAL & MEDICAL INS - H...		5,859.45

Expense Approval Report 7.6.2026

Payable Dates: 7/6/2026 - 7/6/2026 Post Dates: 7/6/2026 - 7/6/2026

Payable Number	Vendor Name	Payable Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
260619342258	Highmark Blue Cross & Blue Shield of Western New York	07/06/2026	Health Insurance	F.5.9060.0806	HOSPITAL & MEDICAL INS - H...		1,043.92
Vendor 10547 - Highmark Blue Cross & Blue Shield of Western New York Total:							79,993.65
Vendor: 10599 - IRR SUPPLY CTRS INC							
inv 2917945	IRR SUPPLY CTRS INC	07/06/2026	HP repair parts	A.5.7140.0420	PLAYGROUNDS & REC CTRS. -...		54.80
Vendor 10599 - IRR SUPPLY CTRS INC Total:							54.80
Vendor: 11398 - Kevin Rautenstrauch							
June 2026 Services	Kevin Rautenstrauch	07/06/2026	Services for June 2026	A.5.1420.0410	VILLAGE ATTORNEY - CONTR...		2,166.66
May 2026 Services	Kevin Rautenstrauch	07/06/2026	Services for May 2026	A.5.1420.0410	VILLAGE ATTORNEY - CONTR...		2,166.66
Vendor 11398 - Kevin Rautenstrauch Total:							4,333.32
Vendor: 10645 - KURK FUEL COMPANY							
inv82820	KURK FUEL COMPANY	07/06/2026	diesel fuel 5/15/26-6/17-26	A.5.1640.0450	CENTRAL GARAGE - GASOLIN...		3,633.06
inv82820	KURK FUEL COMPANY	07/06/2026	diesel fuel 5/15/26-6/17-26	A.5.3410.0450	FIRE DEPT - GASOLINE, OIL &...		518.47
Vendor 10645 - KURK FUEL COMPANY Total:							4,151.53
Vendor: 10702 - LOWE'S							
inv 952732940	LOWE'S	07/06/2026	HP bathroom parts	A.5.7140.0420	PLAYGROUNDS & REC CTRS. -...		242.25
Vendor 10702 - LOWE'S Total:							242.25
Vendor: 10706 - M and T BANK							
Credit from PO Course Reim...	M and T BANK	07/06/2026	Reimbursement from Office Schultz course	A.5.3120.0440	POLICE DEPT - TRAINING, TR...		-100.00
June 2026 Credit Card	M and T BANK	07/06/2026	UPS Store - Scanning	A.4.1255.0000	CLERK FEES		173.83
June 2026 Credit Card	M and T BANK	07/06/2026	UPS - Scanning	A.4.1255.0000	CLERK FEES		126.03
June 2026 Credit Card	M and T BANK	07/06/2026	Buffalo News	A.5.1325.0403	VILLAGE ADMIN - OFFICE SU...		36.99
June 2026 Credit Card	M and T BANK	07/06/2026	ADOBE	A.5.1480.0410	PUBINFO SVCS-PUB INFO SUP..		21.74
June 2026 Credit Card	M and T BANK	07/06/2026	Adobe	A.5.1480.0410	PUBINFO SVCS-PUB INFO SUP..		260.87
June 2026 Credit Card	M and T BANK	07/06/2026	Hudsons - Food @ Chief Summit	A.5.3120.0440	POLICE DEPT - TRAINING, TR...		4.19
June 2026 Credit Card	M and T BANK	07/06/2026	Great Wraps - Food @ Chief Summit	A.5.3120.0440	POLICE DEPT - TRAINING, TR...		19.44
June 2026 Credit Card	M and T BANK	07/06/2026	EZPASS	A.5.3120.0440	POLICE DEPT - TRAINING, TR...		75.00
June 2026 Credit Card	M and T BANK	07/06/2026	Karsens Grill - Food @ Chief Summit	A.5.3120.0440	POLICE DEPT - TRAINING, TR...		33.82
June 2026 Credit Card	M and T BANK	07/06/2026	Hilton N Scottdale - Food @ Chief Summit	A.5.3120.0440	POLICE DEPT - TRAINING, TR...		28.76
June 2026 Credit Card	M and T BANK	07/06/2026	Tops - Range Hydration	A.5.3120.0440	POLICE DEPT - TRAINING, TR...		23.35
June 2026 Credit Card	M and T BANK	07/06/2026	Tops - Music Fest Hydration	A.5.3120.0470	POLICE DEPT - DEPTAL SUPPL...		23.35
June 2026 Credit Card	M and T BANK	07/06/2026	Exxon - Fuel @ NYS Chief Assoc. Meeting	A.5.3420.0440	POLICE & FIRE DISPATCH - T...		73.63
June 2026 Credit Card	M and T BANK	07/06/2026	IDENTOGO	A.5.3420.0470	POLICE & FIRE DISPATCH - D...		93.50
June 2026 Credit Card	M and T BANK	07/06/2026	IDENTOGO - Keller	A.5.3420.0470	POLICE & FIRE DISPATCH - D...		93.50
June 2026 Credit Card	M and T BANK	07/06/2026	IDENTOGO - Pierce	A.5.3420.0470	POLICE & FIRE DISPATCH - D...		93.50

Expense Approval Report 7.6.2026

Payable Dates: 7/6/2026 - 7/6/2026 Post Dates: 7/6/2026 - 7/6/2026

Payable Number	Vendor Name	Payable Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
June 2026 Credit Card	M and T BANK	07/06/2026	IDENTOGO - Schrader	A.5.3420.0470	POLICE & FIRE DISPATCH - D...		93.50
Vendor 10706 - M and T BANK Total:							1,175.00
Vendor: 10726 - MARTYN PRINTING & GRAPHICS INC.							
00041188	MARTYN PRINTING & GRAPHICS INC.	07/06/2026	Window Envelopes	A.5.1325.0403	VILLAGE ADMIN - OFFICE SU...		332.00
Vendor 10726 - MARTYN PRINTING & GRAPHICS INC. Total:							332.00
Vendor: 10767 - MES SERVICE COMPANY LLC							
2026000229-R1	MES SERVICE COMPANY LLC	07/06/2026	4 sets of turnout gear-sourcewqell contract	A.5.3410.0200	FIRE DEPT - EQUIP	2026000229-R1	14,180.96
Vendor 10767 - MES SERVICE COMPANY LLC Total:							14,180.96
Vendor: 10864 - NYSEG							
1001-0310-448 5/9-6/9/26	NYSEG	07/06/2026	571 Main St 5/9-6/9/26	A.5.5182.0431	STREET LIGHTING - ELECTRIC		412.13
1001-1111-704 5/19-6/17/26	NYSEG	07/06/2026	400 Pine St 5/19-6/17/26	A.5.1640.0431	CENTRAL GARAGE - ELECTRIC		264.80
1001-1111-712 5/19-6/17/26	NYSEG	07/06/2026	Pine St 5/19-6/17/26	F.5.1620.0431	BUILDINGS - ELECTRIC		32.99
1001-3143-531 5/12-6/10/26	NYSEG	07/06/2026	Near 21 Elm St Signl 5/12-6/10/26	A.5.5182.0431	STREET LIGHTING - ELECTRIC		29.35
1001-7910-034 5/23-6/24	NYSEG	07/06/2026	Glenridge Rd 5/23-6/24	F.5.1620.0431	BUILDINGS - ELECTRIC		26.12
1003-3707-877 5/20-6/18/26	NYSEG	07/06/2026	Near 163 Main St @ Trfic Cir 5/20-6/18/26	A.5.5182.0431	STREET LIGHTING - ELECTRIC		41.87
1003-3707-893 5/20-6/18/26	NYSEG	07/06/2026	Buffalo Rd @ Grey St 5/20-6/18/26	A.5.5182.0431	STREET LIGHTING - ELECTRIC		23.12
1004-1637-827 5/19-6/17/26	NYSEG	07/06/2026	33 Center St 5/19-6/17/26	A.5.3410.0431	FIRE DEPT - ELECTRIC		506.94
Vendor 10864 - NYSEG Total:							1,337.32
Vendor: 10873 - OCCUSTAR INC.							
inv 16177	OCCUSTAR INC.	07/06/2026	EAFD blood testing	A.5.3410.0420	FIRE DEPT - DEPT SUPPLIES		450.00
Vendor 10873 - OCCUSTAR INC. Total:							450.00
Vendor: 11390 - Partition King							
2026000223-R1	Partition King	07/06/2026	HP Bathroom Partitions	A.5.7140.0420	PLAYGROUNDS & REC CTRS. -...	2026000223-R1	6,026.00
Vendor 11390 - Partition King Total:							6,026.00
Vendor: 11020 - SAIA COMMUNICATIONS INC.							
823000574-1	SAIA COMMUNICATIONS INC.	07/06/2026	12 Radios rented for Heart of Music	A.5.3420.0420	POLICE & FIRE DISPATCH - M...		371.40
Vendor 11020 - SAIA COMMUNICATIONS INC. Total:							371.40
Vendor: 11022 - SAMMY'S CAR WASH INC							
2027000321-0526	SAMMY'S CAR WASH INC	07/06/2026	May 2026 car washes	A.5.3120.0460	POLICE DEPT - VEHICLE MAI...	2027000321	175.00
Vendor 11022 - SAMMY'S CAR WASH INC Total:							175.00
Vendor: 11052 - SEWING TECHNOLOGY UNIFORM							
2026000220	SEWING TECHNOLOGY UNIFORM	07/06/2026	ELB-4444-NAVY-L * NAVY BLUE * Mens S/s Shirt	A.5.3120.0480	POLICE DEPT - UNIFORMS, B...	2026000220-R1	89.99
2026000220	SEWING TECHNOLOGY UNIFORM	07/06/2026	ELB-E7344R-NAVY-35 * NAVY BLUE * Cargo pants	A.5.3120.0480	POLICE DEPT - UNIFORMS, B...	2026000220-R1	83.99
Vendor 11052 - SEWING TECHNOLOGY UNIFORM Total:							173.98

Expense Approval Report 7.6.2026

Payable Dates: 7/6/2026 - 7/6/2026 Post Dates: 7/6/2026 - 7/6/2026

Payable Number	Vendor Name	Payable Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Vendor: 11059 - SHERWIN-WILLIAMS CO.							
2027000312	SHERWIN-WILLIAMS CO.	07/06/2026	striping paint	A.5.5110.0420	STREET MAINT - ROAD MATE...		1,213.00
2027000312	SHERWIN-WILLIAMS CO.	07/06/2026	June 2026	A.5.7140.0420	PLAYGROUNDS & REC CTRS. -...	2027000312	531.10
Vendor 11059 - SHERWIN-WILLIAMS CO. Total:							1,744.10
Vendor: 11067 - SIRCHIE FINGERPRINT LABS							
0742825-IN	SIRCHIE FINGERPRINT LABS	07/06/2026	Integrity bags 4X7 /100	A.5.3120.0470	POLICE DEPT - DEPTAL SUPPL...		32.45
0742825-IN	SIRCHIE FINGERPRINT LABS	07/06/2026	Integrity bags 7.5X10.5 /100	A.5.3120.0470	POLICE DEPT - DEPTAL SUPPL...		143.68
Vendor 11067 - SIRCHIE FINGERPRINT LABS Total:							176.13
Vendor: 11106 - SUIT-KOTE CORPORATION							
inv 090686	SUIT-KOTE CORPORATION	07/06/2026	asphalt grinding 2026	A.5.5112.0200	CHIPS STREET IMPROVEMEN...		14,889.50
Vendor 11106 - SUIT-KOTE CORPORATION Total:							14,889.50
Vendor: 11133 - THE HARTFORD							
509153178739	THE HARTFORD	07/06/2026	Life Insurance	A.5.9045.0803	LIFE INS - LIFE INS		880.00
509153178739	THE HARTFORD	07/06/2026	Life Insurance	A.5.9045.0804	LIFE INS - LIFE INS-RETIRES		468.85
509153178739	THE HARTFORD	07/06/2026	Life Insurance	F.5.9045.0803	LIFE INS - LIFE INS		88.00
509153178739	THE HARTFORD	07/06/2026	Life Insurance	F.5.9045.0804	LIFE INS - LIFE INS-RETIRES		30.97
Vendor 11133 - THE HARTFORD Total:							1,467.82
Vendor: 11169 - TRI-COUNTY TOOL RENTAL & SALES							
2027000282	TRI-COUNTY TOOL RENTAL & SALES	07/06/2026	June 2026	A.5.1640.0420	CENTRAL GARAGE - MAINT &...	2027000282	8.08
2027000282	TRI-COUNTY TOOL RENTAL & SALES	07/06/2026	June 2026	A.5.5110.0420	STREET MAINT - ROAD MATE...	2027000282	274.27
Vendor 11169 - TRI-COUNTY TOOL RENTAL & SALES Total:							282.35
Vendor: 11226 - Verizon-Local Svc.							
Multiple June 2026	Verizon-Local Svc.	07/06/2026	716-652-0319 FIRE HALL ELEVATOR	A.5.3410.0434	FIRE DEPT - TELEPHONE		40.65
Multiple June 2026	Verizon-Local Svc.	07/06/2026	716-652-0893 ELEVATOR	A.5.3410.0434	FIRE DEPT - TELEPHONE		81.29
Vendor 11226 - Verizon-Local Svc. Total:							121.94
Vendor: 11234 - VILLAGE OF EA WATER							
Quarterly June 2026	VILLAGE OF EA WATER	07/06/2026	25-00003-00 571 MAIN - UPPER #2 ST	A.5.1620.0433	BUILDINGS - WATER		140.64
Quarterly June 2026	VILLAGE OF EA WATER	07/06/2026	25-00007-00 400 Pine St EAFD	A.5.1640.0433	CENTRAL GARAGE - WATER		80.68
Quarterly June 2026	VILLAGE OF EA WATER	07/06/2026	25-00012-00 CIRCLE GARDEN CLUB	A.5.1640.0433	CENTRAL GARAGE - WATER		127.82
Quarterly June 2026	VILLAGE OF EA WATER	07/06/2026	25-00004-00 400-419 PINE ST - DPW GARAGE	A.5.1640.0433	CENTRAL GARAGE - WATER		296.55
Quarterly June 2026	VILLAGE OF EA WATER	07/06/2026	19-18370-00 33 CENTER ST	A.5.3410.0433	FIRE DEPT - WATER		131.71
Quarterly June 2026	VILLAGE OF EA WATER	07/06/2026	25-00010-00 166 S GROVE - HAMLIN PARK	A.5.7140.0433	PLAYGROUNDS & REC CTRS. -...		90.04
Quarterly June 2026	VILLAGE OF EA WATER	07/06/2026	25-00005-00 Little Loop Bathrooms Hamlin Park	A.5.7140.0433	PLAYGROUNDS & REC CTRS. -...		86.67

Expense Approval Report 7.6.2026

Payable Dates: 7/6/2026 - 7/6/2026 Post Dates: 7/6/2026 - 7/6/2026

Payable Number	Vendor Name	Payable Date	Description (Item)	Account Number	Account Name	Purchase Order Number	Amount
Quarterly June 2026	VILLAGE OF EA WATER	07/06/2026	25-00008-00 400 PINE ST WATER PLANT	F.5.1620.0433	BUILDINGS - WATER		86.75
Vendor 11234 - VILLAGE OF EA WATER Total:							1,040.86
Vendor: 11248 - W.B. MASON CO. INC.							
262619988, CM4792283	W.B. MASON CO. INC.	07/06/2026	Water for PD/DISP 6/15/26 and bottle pickup	A.5.3120.0420	POLICE DEPT - MAINT. SERVI...		21.40
262619988, CM4792283	W.B. MASON CO. INC.	07/06/2026	Water for PD/DISP 6/15/26 and bottle pickup	A.5.3420.0420	POLICE & FIRE DISPATCH - M...		21.40
Vendor 11248 - W.B. MASON CO. INC. Total:							42.80
Vendor: 11310 - Witmer Public Safety Group Inc.							
2026000185	Witmer Public Safety Group Inc.	07/06/2026	EAFD helmet shield	A.5.3410.0480	FIRE DEPT - UNIFORMS	2026000185-R1	60.00
Vendor 11310 - Witmer Public Safety Group Inc. Total:							60.00
Vendor: 11357 - WM CORPORATE SERVICES INC.							
5276585-1342-1	WM CORPORATE SERVICES INC.	07/06/2026	Curb Service CURBSIDE COLLECTIONS	A.5.8160.0410	REFUSE & GARBAGE		48,759.84
5276585-1342-1	WM CORPORATE SERVICES INC.	07/06/2026	Hand Pickup TOWN BARRELS	A.5.8160.0410	REFUSE & GARBAGE		1,170.00
Vendor 11357 - WM CORPORATE SERVICES INC. Total:							49,929.84
Vendor: 11287 - WNYNETWORKS							
00006634	WNYNETWORKS	07/06/2026	IT Services for May 2026 - Admin	A.5.1480.0410	PUBINFO SVCS-PUB INFO SUP..		312.50
00006634	WNYNETWORKS	07/06/2026	IT Services for May 2026 - DPW	A.5.1490.0420	PUBLIC WORKS ADMIN - MA...		375.00
00006634	WNYNETWORKS	07/06/2026	IT Services for May 2026 - Police	A.5.3120.0420	POLICE DEPT - MAINT. SERVI...		312.50
Vendor 11287 - WNYNETWORKS Total:							1,000.00
Grand Total:							310,338.90

Report Summary

Fund Summary

Fund	Expense Amount
A - GENERAL FUND	210,111.71
F - ENTERPRISE WATER	8,934.80
H - CAPITAL PROJECT	91,292.39
Grand Total:	310,338.90

Account Summary

Account Number	Account Name	Expense Amount
A.4.1255.0000	CLERK FEES	299.86
A.5.1210.0440	MAYOR - TRAINING, TR...	135.75
A.5.1325.0403	VILLAGE ADMIN - OFFICE...	464.78
A.5.1420.0410	VILLAGE ATTORNEY - C...	4,333.32
A.5.1420.0411	VILLAGE ATTORNEY - OT...	2,332.32
A.5.1480.0410	PUBINFO SVCS-PUB INFO..	1,267.03
A.5.1490.0420	PUBLIC WORKS ADMIN -...	375.00
A.5.1620.0420	BUILDINGS - MAINT & R...	385.11
A.5.1620.0433	BUILDINGS - WATER	140.64
A.5.1620.0470	BUILDINGS - DEPARTME...	522.65
A.5.1640.0420	CENTRAL GARAGE - MAI...	314.75
A.5.1640.0431	CENTRAL GARAGE - ELEC...	264.80
A.5.1640.0433	CENTRAL GARAGE - WA...	505.05
A.5.1640.0450	CENTRAL GARAGE - GAS...	5,553.06
A.5.1640.0460	CENTRAL GARAGE - VEH...	816.59
A.5.1640.0480	CENTRAL GARAGE - UNI...	426.73
A.5.3120.0420	POLICE DEPT - MAINT. S...	333.90
A.5.3120.0440	POLICE DEPT - TRAINING,..	84.56
A.5.3120.0450	POLICE DEPT - GASOLINE...	1,191.30
A.5.3120.0460	POLICE DEPT - VEHICLE ...	2,595.79
A.5.3120.0470	POLICE DEPT - DEPTAL S...	1,117.73
A.5.3120.0480	POLICE DEPT - UNIFORM...	173.98
A.5.3410.0200	FIRE DEPT - EQUIP	14,180.96
A.5.3410.0420	FIRE DEPT - DEPT SUPPLI...	2,535.80
A.5.3410.0431	FIRE DEPT - ELECTRIC	506.94
A.5.3410.0433	FIRE DEPT - WATER	131.71
A.5.3410.0434	FIRE DEPT - TELEPHONE	121.94
A.5.3410.0440	FIRE DEPT - TRAINING, T...	75.00
A.5.3410.0450	FIRE DEPT - GASOLINE, O...	518.47
A.5.3410.0470	FIRE DEPT - JANITORIAL ...	698.14
A.5.3410.0480	FIRE DEPT - UNIFORMS	60.00
A.5.3420.0420	POLICE & FIRE DISPATCH...	392.80
A.5.3420.0440	POLICE & FIRE DISPATCH...	73.63

Account Summary

Account Number	Account Name	Expense Amount
A.5.3420.0470	POLICE & FIRE DISPATCH...	374.00
A.5.5110.0420	STREET MAINT - ROAD ...	3,739.82
A.5.5112.0200	CHIPS STREET IMPROVE...	14,889.50
A.5.5182.0431	STREET LIGHTING - ELEC...	506.47
A.5.7140.0420	PLAYGROUNDS & REC C...	10,616.31
A.5.7140.0433	PLAYGROUNDS & REC C...	176.71
A.5.8160.0410	REFUSE & GARBAGE	49,929.84
A.5.8560.0410	SHADE TREES - CONTRA...	1,000.00
A.5.8560.0470	SHADE TREES - DEPART...	317.28
A.5.9045.0803	LIFE INS - LIFE INS	880.00
A.5.9045.0804	LIFE INS - LIFE INS-RETIR...	468.85
A.5.9060.0805	HOSPITAL & MEDICAL IN...	54,393.66
A.5.9060.0806	HOSPITAL & MEDICAL IN...	22,246.62
A.5.9061.0807	DENTAL INS - DENTAL INS	6,603.26
A.5.9062.0808	OPTICAL - OPTICAL	1,039.30
F.5.1620.0431	BUILDINGS - ELECTRIC	59.11
F.5.1620.0433	BUILDINGS - WATER	86.75
F.5.8340.0420	TRANSFS & DIST - MAINT...	687.24
F.5.8340.0490	TRANSFS & DIST - WATER..	476.00
F.5.9045.0803	LIFE INS - LIFE INS	88.00
F.5.9045.0804	LIFE INS - LIFE INS-RETIR...	30.97
F.5.9060.0805	HOSPITAL & MEDICAL IN...	5,859.45
F.5.9060.0806	HOSPITAL & MEDICAL IN...	1,043.92
F.5.9061.0807	DENTAL INS - DENTAL INS	521.31
F.5.9062.0808	OPTICAL - OPTICAL	82.05
H.5.7140.0018	PARKS & RECREATION B...	91,292.39
Grand Total:		310,338.90

Project Account Summary

Project Account Key	Expense Amount
None	310,338.90
Grand Total:	310,338.90

Authorization Signatures

***** Certificate of Financial Officer *****

I hereby certify that the attached Voucher Listing is complete and accurate to the best of my knowledge, and payment is hereby approved.

Signed:

Date:



VILLAGE OF EAST AURORA

APPLICATION FOR TEMPORARY USE PERMIT

Not less than 60 days or more than 75 days before date of activity

\$25.00 Application Fee ☒ \$50.00 Permit Fee ☒

\$100.00 Mailer Fee (300 feet for road/public parking lot closure and/or outdoor music)

Date Application Filed: 6/23/2026

Date of V.B. Action: 7/6/26

Approved: Disapproved 6/23/2026 1# 3620

Conditions of approval will be listed in the permit.

Sect. 285-52 Participants of an area activity, such as, but not necessarily limited to, a sidewalk sale, art, antique, craft show and/or sales, farmers market, or community/civic promotion activities and similar.

Please type or print legibly

Name of Organization: Tin Can Tourists Toy Town Vintage Camper Rally

Is Organization a: ☒ not-for-profit ☐ Charitable/Service ☐ Business ☐ School ☐ Government

Name & Address of Individual Responsible: Donald Stucke

Phone Number: 716 674 - 8597 E-mail: dwstucke@gmail.com

Event Name: Tin Can Tourists Toy Town Rally - TCT Open House

Date(s) of Event: 8/8/2026 Time(s) of Event: 10am Th- 3pm Sun Estimated # of People: 100 (open house)

Please describe activity/purpose of this event: Vintage camper club public open house event Sat 8th. Similar to a car show but with approx 35 vintage campers from 1920's to 2000's

Location (include all areas of the event): Firemans Field

(attach map)

Will this event be donating a portion of proceeds to one or more charities and publicizing that in promotional material? Yes ☐ No ☒

If yes, list charities and the percentage of proceeds to be donated: N/A

Will this event be held entirely in the Village of East Aurora? ☒ Yes ☐ No

If no, specify: N/A

Will the event include more than one vendor/organization? Yes ☒ No ☐ (If Yes, attach list of vendors/participants)

Will the event involve a street or parking lot closure/usage? Yes ☒ No ☐ If yes, please note:

Road/Lot Name(s): _____

Date(s) of Closure: _____ Time(s): _____

Will the event include:

Parade or motorcade Yes ☒ No ☐

(If Yes, attach Map of route)

Walk or Run Yes ☒ No ☐

(If Yes, attach Map of route)

Will there be outdoor music? Yes ☒ No ☐

Time & Location: _____

Amplification: Yes ☒ No ☐

Type: ☐ Live ☐ DJ ☐ Multiple/Mixed

Will you be providing or selling alcohol? Yes ☒ No ☐

Will people be allowed to bring alcohol? Yes ☒ No ☐

Guests Are not to bring Alcohol but Campers will have their own and will not be giving or selling any.

Will there be Security Guards? Yes ☒ No ☐

Volunteers or Private Paid Entity

Please List Entity Name: _____

Will there be temporary food stands? Yes ☒ No ☐

How many? _____

Food Truck? If yes, name of vendor: _____

(additional permit required)

Will a tent or other structure be erected for the event? Yes ☒ No ☐ Size: _____

Date & Time to be installed: _____ Date & Time to be removed: _____

Will any prep work be done on/or before the event? Yes ☒ No

Please describe: _____

Set up Date: 8/5/26 Time: 10am

Clean up Date: 8/9/26 Time: 2pm

Will additional garbage cans be needed? Yes ☒ No How many _____ Drop Off Location: _____

Do you have a Recycling Plan? ☒ Yes No Please describe: (Seperate Cans for Returnables)

Will each vendor/organization be responsible for their own garbage? ☒ Yes No

Will a dumpster be used? ☒ Yes No If yes, location: existing dumpster on-site at Firemans Field

Will there be portable lavatories? Yes ☒ No How Many? _____

Location(s): will use on-site lavatories in field house

Will there Bell Jar or Games of Chance? Yes ☒ No (if yes, separate permit required)

What is the source of electricity, if applicable? existing electric at Firemans Field

Please list any extras e.g. Light show, loudspeakers, decorations, paints, or dyes:

N/A

Police Services Requested: _____

(Crossing Guards may be required dependent upon event and is a decision of the Police Department)

DPW Services Requested: _____

Fire/Other: _____

- Attach a map or sketch showing the location of the event. Such map shall include:

Location of parking facilities, indicating number of parking spaces being provided; location of toilet facilities including the location of port-a-potties; location of public entrance(s) and exit(s) to the event site; location of vendor facilities (if applicable) including booths, tents and food service facilities; explanation of steps being taken to control traffic and provide security (if applicable) and the number of security personnel that will be present.

☒ Requesting organization shall attach a completed Certificate of Insurance with minimum limits including public liability coverage of limits of \$1,000,000 each occurrence; property damage insurance with limits of \$1,000,000 each occurrence. The policy shall be endorsed to include Village of East Aurora as an additional named insured.

☒ Requesting organization shall attach Indemnification Agreement on organization letterhead, signed by authorized applicant or officer of company and duly notarized (sample included)

"Applicant named herein is fully responsible for obtaining any & all licensing with regard to the presentation or playing of music, pursuant to music copyright laws. The Village of East Aurora assumes no liability in this regard".

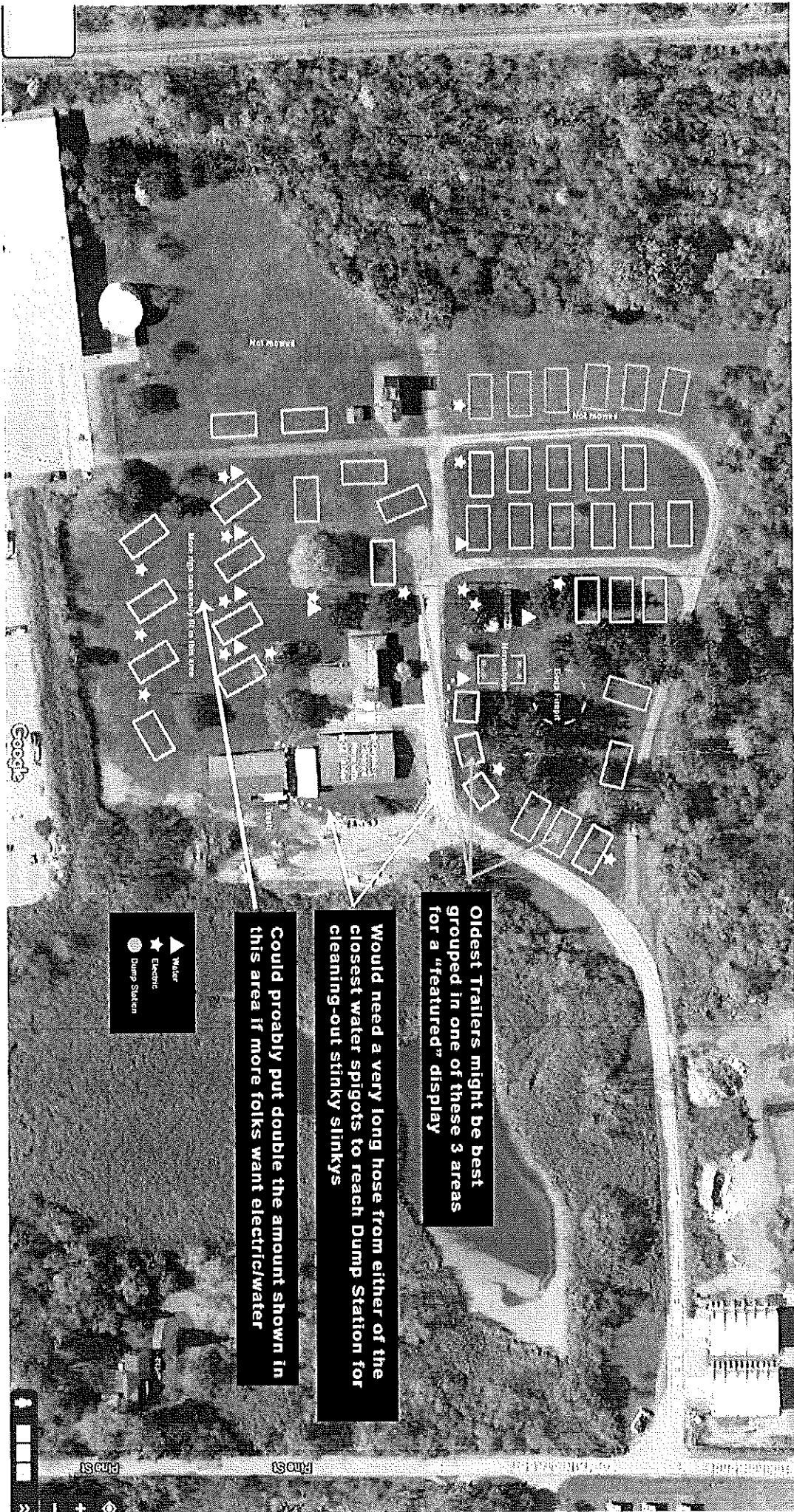
Police Department: Conditions/Comments _____

Dept of Public Works: Conditions/Comments _____

Fire Dept/Disaster Coordinator: Conditions/Comments _____

Sign Permits are to be obtained from the Town of Aurora Building Department 575 Oakwood Ave, 716.652.7591

Clerk Shared/Forms/Village Permit Application Forms/Application Temporary Use Permit



Oldest Trailers might be best grouped in one of these 3 areas for a "featured" display

Would need a very long hose from either of the closest water spigots to reach Dump Station for cleaning-out stinky slinkys

Could probably put double the amount shown in this area if more folks want electric/water

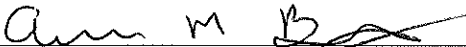
- ▲ Water
- ★ Electric
- Dump Station

Indemnification Agreement

To the fullest extent permitted by law, I/We shall indemnify and hold harmless the Village of East 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 to injury to or destruction of tangible property, including 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 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

Subscribed and sworn to before me this 22 day of June, 2026


Notary Public

AMANDA M BATTEL
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01BA6432143
Qualified in ERIE County
Commission Expires 04/25/2030



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/19/2026

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		CONTACT NAME: Event Helper Customer Service	
	Gaslamp Insurance Services	PHONE (A/C, No. Ext): (855) 493-8368	FAX (A/C, No):
	DBA Event Helper Insurance Services	E-MAIL ADDRESS: info@theeventhelper.com	
	PO Box 1549	INSURER(S) AFFORDING COVERAGE	
	Grass Valley CA 95945	INSURER A: Evanston Insurance Company	
INSURED		NAIC #	
The Tin Can Tourist		INSURER B:	
c/o Martha Keenan		INSURER C:	
223 Temple St		INSURER D:	
Avon NY 14414		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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ COMMERCIAL GENERAL LIABILITY	Y	N	3DS5477-M4416237	08/05/2026 12:01 AM	08/10/2026 12:01 AM	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (other than fire)	\$ 1,000,000
	☒ Host Liquor Liability						MED EXP (Any one person)	\$ 5,000
	☐ Retail Liquor Liability						PERSONAL & ADV INJURY	\$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 2,000,000
☒ POLICY ☐ PRO-JECT ☐ LOC							PRODUCTS - COMP/OP AGG	\$ 2,000,000
OTHER:							Deductible	\$ 1,000
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
☐ ANY AUTO							BODILY INJURY (Per person)	\$
☐ OWNED AUTOS ONLY							BODILY INJURY (Per accident)	\$
☐ HIRED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$
☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY								\$
UMBRELLA LIAB							EACH OCCURRENCE	\$
☐ EXCESS LIAB							AGGREGATE	\$
☐ DED ☐ RETENTION \$								\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE ☐ OTH-ER ☐	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A				E.L. EACH ACCIDENT	\$
If yes, describe under DESCRIPTION OF OPERATIONS below							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)

Certificate holder listed below is named as additional insured per attached MEGL 2217 01 19. Coverage Date(s): 08/05/2026-08/09/2026 Attendance: 220, Event Type: RV Show - Static(Parked) Only.

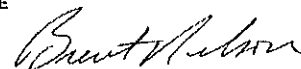
CERTIFICATE HOLDER**CANCELLATION**

East Aurora Fireman's Field
Village of East Aurora
299 Pine St
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



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B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions remain unchanged.



VILLAGE OF EAST AURORA

APPLICATION FOR TEMPORARY USE PERMIT

Not less than 60 days or more than 75 days before date of activity

\$25.00 Application Fee ☒ \$50.00 Permit Fee ☒

\$100.00 Mailer Fee (300 feet for road/public parking lot closure and/or outdoor music) ☒

Date Application Filed: 6/29/26

Date of V.B. Action: 7/6/26

Approved: _____

Disapproved: _____

Conditions of approval will be listed in the permit.

Sect. 285-52 Participants of an area activity, such as, but not necessarily limited to, a sidewalk sale, art, antique, craft show and/or sales, farmers market, or community/civic promotion activities and similar.

Please type or print legibly

Name of Organization: WALLENWEINS

Is Organization a: not-for-profit Charitable/Service Business School Government

Name & Address of Individual Responsible: BEN HOLMES 641 OAKWOOD AVE

Phone Number: 716-982-7914 E-mail: BHOLMES4484@GMAIL

Event Name: CK4 SUMMER BASH

Date(s) of Event: 8/1/26 Time(s) of Event: 5PM-9PM Estimated # of People: 400

Please describe activity/purpose of this event: FOUNDATION FUNDRAISER

Location (include all areas of the event): WALLENWEINS + PARKING LOT

(attach map)

Will this event be donating a portion of proceeds to one or more charities and publicizing that in promotional material? Yes No

If yes, list charities and the percentage of proceeds to be donated: CHERYL KASPERZYK FOUNDATION 100%

Will this event be held entirely in the Village of East Aurora? Yes No

If no, specify: _____

Will the event include more than one vendor/organization? Yes No (If Yes, attach list of vendors/participants)

Will the event involve a street or parking lot closure/usage? Yes No If yes, please note:

Road/Lot Name(s): _____

Date(s) of Closure: _____

Time(s): _____

Will the event include:

Parade or motorcade Yes No

(If Yes, attach Map of route)

Walk or Run Yes No

(If Yes, attach Map of route)

Will there be outdoor music? Yes No

Time & Location: 5PM-10PM

Amplification: Yes No

Type: Live DJ Multiple/Mixed

Will you be providing or selling alcohol? Yes No

Will people be allowed to bring alcohol? Yes No

Will there be Security Guards? Yes No Volunteers or Private Paid Entity

Please List Entity Name _____

Will there be temporary food stands? Yes No

How many? 1

Food Truck? If yes, name of vendor: NO

(additional permit required)

Will a tent or other structure be erected for the event? Yes No

Size: 20x40

Date & Time to be installed 8/1 9AM

Date & Time to be removed 8/1 10PM

Will any prep work be done on/or before the event? ☒ Yes No

Please describe: TENTS, STAGE, BEER TRUCK

Set up Date: 8/1 Time: 9AM

Clean up Date: 8/1 Time: 10PM

Will additional **garbage cans** be needed? Yes ☒ No How many Drop Off Location:

Do you have a **Recycling Plan**? ☒ Yes No Please describe: WALLENWEINS

Will each vendor/organization be responsible for their own garbage? Yes ☒ No

Will a **dumpster** be used? ☒ Yes No If yes, location: WALLENWEINS

Will there be **portable lavatories**? ☒ Yes No How Many? 4
Location(s): PARKING LOT

Will there Bell Jar or Games of Chance? Yes ☒ No (if yes, separate permit required)

What is the source of **electricity**, if applicable? WALLENWEINS

Please list any extras e.g. Light show, loudspeakers, decorations, paints, or dyes:

Police Services Requested: N/O

(Crossing Guards may be required dependent upon event and is a decision of the Police Department)

DPW Services Requested: N/O

Fire/Other: N/O

- Attach a map or sketch showing the location of the event. Such map shall include:

Location of parking facilities, indicating number of parking spaces being provided; location of toilet facilities including the location of port-a-potties; location of public entrance(s) and exit(s) to the event site; location of vendor facilities (if applicable) including booths, tents and food service facilities; explanation of steps being taken to control traffic and provide security (if applicable) and the number of security personnel that will be present.

 Requesting organization shall attach a completed Certificate of Insurance with minimum limits including public liability coverage of limits of \$1,000,000 each occurrence; property damage insurance with limits of \$1,000,000 each occurrence. The policy shall be endorsed to include Village of East Aurora as an additional named insured.

 Requesting organization shall attach Indemnification Agreement on organization letterhead, signed by authorized applicant or officer of company and duly notarized (sample included)

"Applicant named herein is fully responsible for obtaining any & all licensing with regard to the presentation or playing of music, pursuant to music copyright laws. The Village of East Aurora assumes no liability in this regard".

Police Department: Conditions/Comments

Dept of Public Works: Conditions/Comments

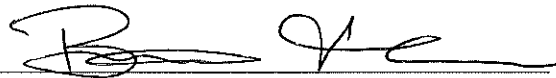
Fire Dept/Disaster Coordinator: Conditions/Comments

Sign Permits are to be obtained from the Town of Aurora Building Department 575 Oakwood Ave, 716.652.7591

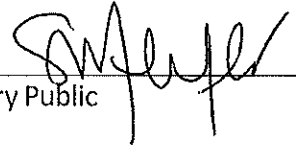
Clerk Shared/Forms/Village Permit Application Forms/Application Temporary Use Permit

Indemnification Agreement

To the fullest extent permitted by law, I/We shall indemnify and hold harmless the Village of East 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 to injury to or destruction of tangible property, including 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 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

Subscribed and sworn to before me this 29 day of JUNE, 2024


Notary Public

STEPHANIE LYNN MEYER
Notary Public - State of New York
No. 01ME0049253
Qualified in Erie County
My Commission Expires April 23, 2030



VILLAGE OF EAST AURORA

APPLICATION FOR TEMPORARY USE PERMIT

Not less than 60 days or more than 75 days before date of activity

\$25.00 Application Fee _____ \$50.00 Permit Fee _____
\$100.00 Mailer Fee (300 feet for road/public parking lot closure and/or outdoor music) _____
fee waiver request

Date Application Filed: 7/1/2026

Date of V.B. Action: _____

Approved: _____ Disapproved: _____

Conditions of approval will be listed in the permit.

Sect. 285-52 Participants of an area activity, such as, but not necessarily limited to, a sidewalk sale, art, antique, craft show and/or sales, farmers market, or community/civic promotion activities and similar.

Please type or print legibly

Name of Organization: Greater Aurora Development Corporation

Is Organization a: not-for-profit Charitable/Service Business School Government

Name & Address of Individual Responsible: LUKE WOLWENSKY

Phone Number: 716 208 6376 E-mail: MAYOR@EASTAURORA.GOV

Event Name: World Cup Watch Party

Date(s) of Event: 7/6/2026 Time(s) of Event: 8:00pm-10:00pm Estimated # of People: 100

Please describe activity/purpose of this event: Watch the world cup

Location (include all areas of the event): Great Inland Roycroft Campus
(attach map)

Will this event be donating a portion of proceeds to one or more charities and publicizing that in promotional material? Yes No

If yes, list charities and the percentage of proceeds to be donated: _____

Will this event be held entirely in the Village of East Aurora? Yes No

If no, specify: _____

Will the event include more than one vendor/organization? Yes No (if Yes, attach list of vendors/participants)

Will the event involve a street or parking lot closure/usage? Yes No If yes, please note:

Road/Lot Name(s): _____

Date(s) of Closure: _____ Time(s): _____

Will the event include:

Parade or motorcade Yes No

(If Yes, attach Map of route)

Walk or Run Yes No

(If Yes, attach Map of route)

Will there be outdoor music? Yes No

Time & Location: _____

Amplification: Yes No

Type: Live DJ Multiple/Mixed

Will you be providing or selling alcohol? Yes No

Will people be allowed to bring alcohol? Yes No

Will there be Security Guards? Yes No Volunteers or Private Paid Entity

Please List Entity Name _____

Will there be temporary food stands? Yes No

How many? 4

Food Truck? If yes, name of vendor: Buster's Weenies, Maine Lobster, East Aurora Cooperative Market
(additional permit required)

Will a tent or other structure be erected for the event? Yes No Size: _____

Date & Time to be installed X Date & Time to be removed P

Will any prep work be done on/or before the event? Yes ☒ No ☒

Please describe: _____

Set up Date: 7/6

Time: 5:00pm - 6:00pm

Clean up Date: _____

Time: _____

Will additional **garbage cans** be needed? Yes ☒ No ☒ How many _____ Drop Off Location: _____

Do you have a **Recycling Plan**? Yes ☒ No ☒ Please describe: Recycling bin to be setup

Will each vendor/organization be responsible for their own garbage? Yes ☒ No ☒

Will a **dumpster** be used? Yes ☒ No ☒ If yes, location: _____

Will there be **portable lavatories**? Yes ☒ No ☒ How Many? _____

Location(s): _____

Will there Bell Jar or Games of Chance? Yes ☒ No ☒ (if yes, separate permit required)

What is the source of **electricity**, if applicable? Reynolds print shop

Please list any extras e.g. Light show, loudspeakers, decorations, paints, or dyes:

Police Services Requested: N/A Yes, one officer on bicycle

(Crossing Guards may be required dependent upon event and is a decision of the Police Department)

DPW Services Requested: Yes, help with setup

Fire/Other: NO

- Attach a map or sketch showing the location of the event. Such map shall include:

Location of parking facilities, indicating number of parking spaces being provided; location of toilet facilities including the location of port-a-potties; location of public entrance(s) and exit(s) to the event site; location of vendor facilities (if applicable) including booths, tents and food service facilities; explanation of steps being taken to control traffic and provide security (if applicable) and the number of security personnel that will be present.

East Aurora Insurance to cover
Requesting organization shall attach a completed Certificate of Insurance with minimum limits including public liability coverage of limits of \$1,000,000 each occurrence; property damage insurance with limits of \$1,000,000 each occurrence. The policy shall be endorsed to include Village of East Aurora as an additional named insured.

X Requesting organization shall attach Indemnification Agreement on organization letterhead, signed by authorized applicant or officer of company and duly notarized (sample included)

"Applicant named herein is fully responsible for obtaining any & all licensing with regard to the presentation or playing of music, pursuant to music copyright laws. The Village of East Aurora assumes no liability in this regard".

Police Department: Conditions/Comments _____

Dept of Public Works: Conditions/Comments _____

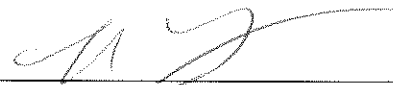
Fire Dept/Disaster Coordinator: Conditions/Comments _____

Sign Permits are to be obtained from the Town of Aurora Building Department 575 Oakwood Ave, 716.652.7591

Clerk Shared/Forms/Village Permit Application Forms/Application Temporary Use Permit

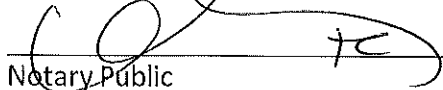
Indemnification Agreement

To the fullest extent permitted by law, I/We shall indemnify and hold harmless the Village of East 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 to injury to or destruction of tangible property, including 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 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

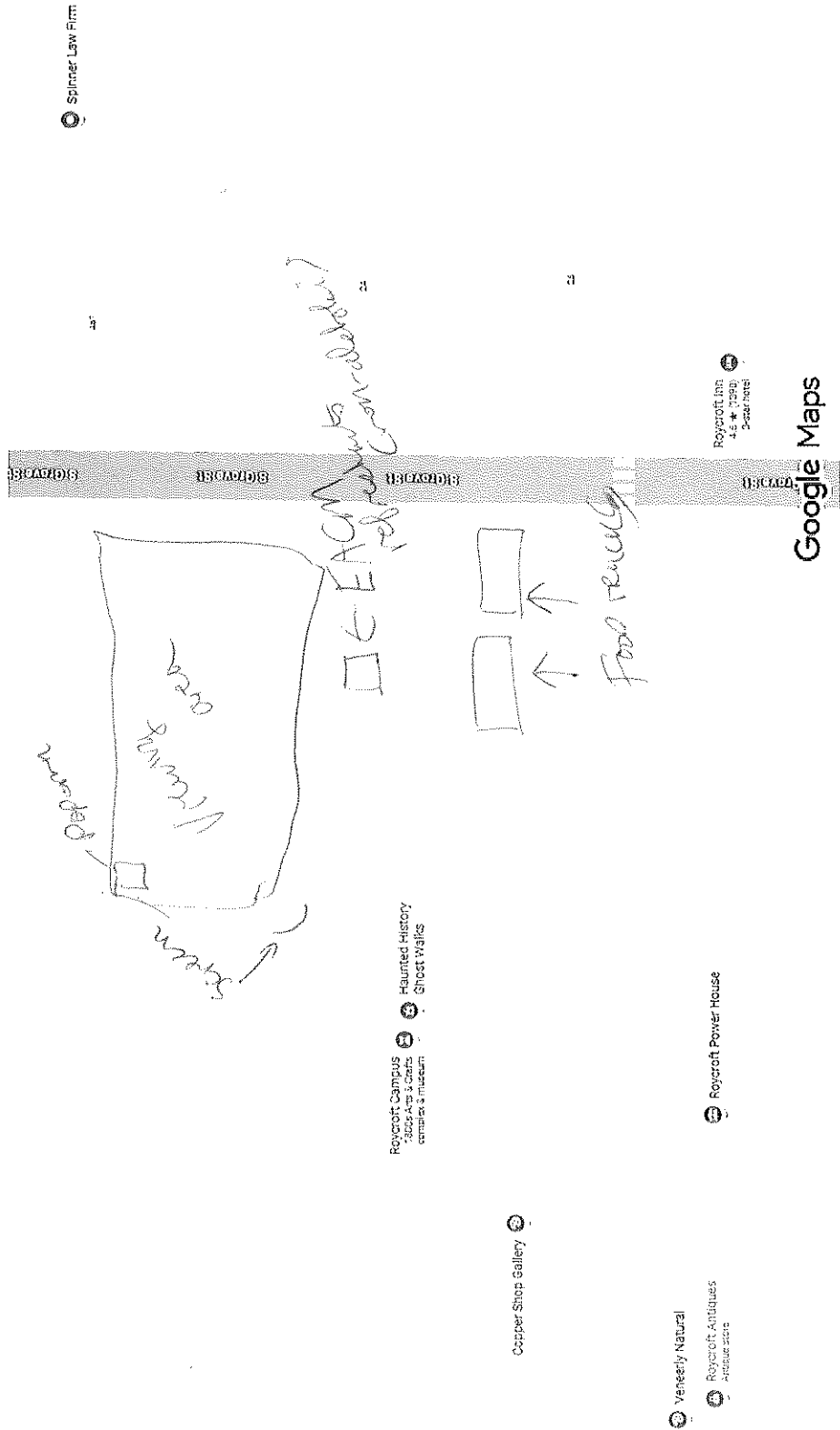
Subscribed and sworn to before me this 1st day of July, 2020



Notary Public

JEANNE H VIGER Notary Public - State of New York No. 01VI0040429 Qualified in Erie County My Commission Expires 08/12/2029

Google Maps





Temporary Use Permit Hamlin Park

Submit to: Village of East Aurora 585 Oakwood Ave EA, NY 14052

Telephone (716) 652-6000, ext. 4

Not less than 60 Days or more than 75 days before date of activity

DAID	
Application Fee	\$25.00 JUN 11 2026
Permit Fee	\$50.00
By	<i>[Signature]</i>

14
717
\$75

Name of Organization: Edward Jones

Individual Responsible for this request: Jim Anderson

Address: 89 Hamburg St, East Aurora, NY, 14052

Telephone number: 716-652-0545 Fax: 877-562-9577

Email Address: jim.anderson@edwardjones.com

Date(s) of event: Wednesday, August 19, 2020

Hours of use including set up/take down: Start: 5 am/pm End: 8 am/pm

Description of the event or use:
picnic for clients and their families

Specific area(s) requested; map attached.

- ☒ Kiwanis BBQ shelter
☐ Tennis Courts shelter
☐ Rotary Band shell
☐ Soccer field/football field
☐ Baseball diamond

- ☐ Volleyball courts Tennis courts
☐ Aurora Players Pavilion**MUST receive permission to use the Pavilion from the Aurora Players prior to handing in this application. You must also attach a copy of a written agreement for use from the Aurora Players. **
☒ Outdoor Playground
☐ Other: _____

Estimated attendance: 50

Will food or drinks be served? ☒ Yes ☐ No If yes, describe: Catered drop off

Is there a plan for garbage? ☒ Yes ☐ No Recycling? ☒ Yes ☐ No If yes, describe: use cans provided

Will there be sound amplification or music or a band(s)? ☒ Yes ☐ No If yes, describe: live family

friendly band provided by Samuel Tambe Band

Other services requested (describe): N/A

☐ Police _____

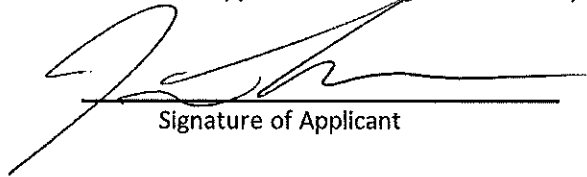
☐ Department of Public Works (DPW) _____

☐ Fire Department _____

☐ Materials _____

(Provide drawings describing location, size, and text of all proposed signs for this event to the Town of Aurora Building Department, 5 South Grove St. Approved signs may be erected 30 days prior to the event and must be removed immediately after same.)

I make this application and agree to abide by the **Guidelines for Use of Hamlin Park.**



Signature of Applicant

6-10-26

Date

Official Use Only Below this Line-

Event: _____

Attachment Submitted:

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

Action by Village Board:

If referred to Friends of Hamlin Park Advisory Board, date of VB referral: _____

Application **recommended or** **not recommended** by HPAB. (Attach written referral submitted to application.)

The Village Board, upon review of the application took the following action, with or without conditions (as applicable) and noted below:

Date: **Approved** _____
Village Clerk Signature

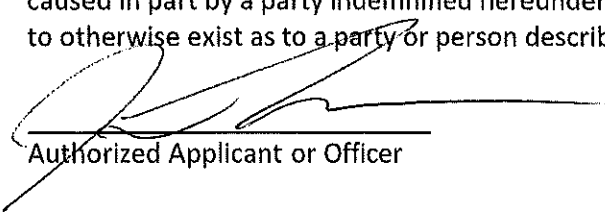
Denied: _____
Village Clerk Signature

Conditions:

- ___ Police Department approval
- ___ DPW approval
- ___ Fire Department approval
- ___ Requesting organization shall attach a completed **Certificate of Insurance** with Minimum Limits to include public liability coverage with limits of \$1,000,000ea occurrence; property damage insurance with limits of \$1,000,000ea occurrence. Policy shall be endorsed to include Village of East Aurora as an additional named insured.
- ___ Requesting organization shall sign an **Indemnification Agreement**, on organization letterhead, Signed by authorized applicant or officer of company and duly notarized.
- ___ Other _____

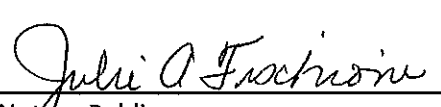
Indemnification Agreement

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


Authorized Applicant or Officer

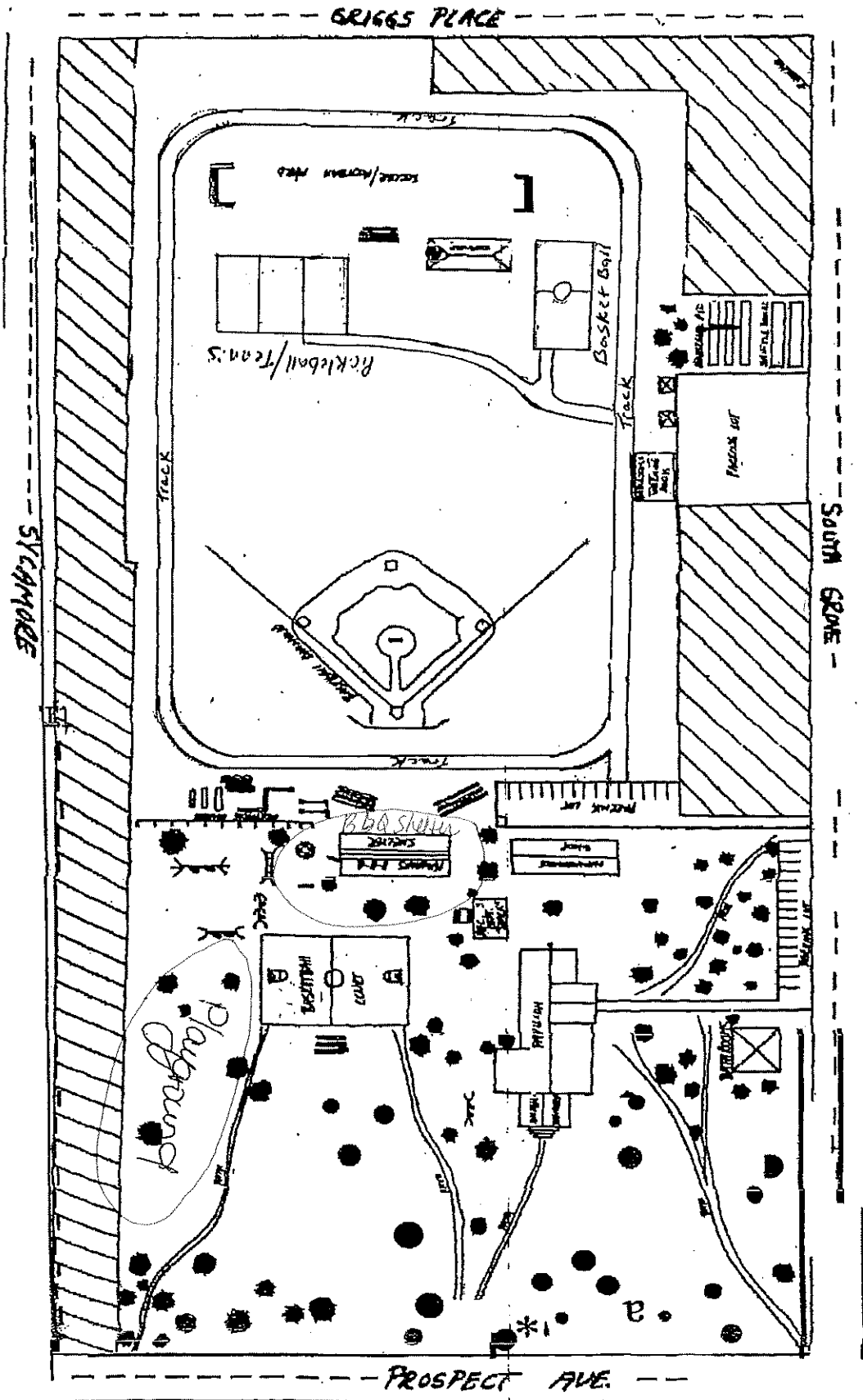
State of New York)
County of Erie)

Subscribed and sworn to before me this 10 day of June, 2026


Notary Public

Qualified in Erie County, New York
My commission expires: 12/16/2029

JULIE A. FISCHIONE
Notary Public, State of New York
No. 01FI6294222
Qualified in Erie County
Commission Expires 12/16/2029



u



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/08/2026

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 MARSH USA, LLC. 800 Market Street, Suite 1800 St. Louis, MO 63101	CONTACT NAME: Marsh U.S. Operations	
	PHONE (A/C, No, Ext): 866-966-4664	FAX (A/C, No): 212-948-0811
CN101223320-STND-GAWUP-26- 91435	E-MAIL ADDRESS: StLouis.CertRequest@Marsh.Com	
	INSURER(S) AFFORDING COVERAGE	
INSURED The Jones Financial Cos., L.L.P. Edward D. Jones & Co., L.P., ET AL. 12555 Manchester Road St. Louis, MO 63131	INSURER A: Hartford Fire Insurance Co	NAIC # 19682
	INSURER B: N/A	N/A
	INSURER C: American Home Assurance Company	19380
	INSURER D: N/A	N/A
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CHI-011169726-01 **REVISION NUMBER:** 3

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY		84 CSE R98206	05/01/2026	05/01/2027	EACH OCCURRENCE \$ 2,000,000
	☐ CLAIMS-MADE ☒ OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☒ BODILY INJURY	MED EXP (Any one person) \$ 10,000				
	☒ PROPERTY DAMAGE LIAB	PERSONAL & ADV INJURY \$ 2,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 4,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC					PRODUCTS - COMP/OP AGG \$ 4,000,000
	OTHER:					\$
A	AUTOMOBILE LIABILITY		84 AB R98202	05/01/2026	05/01/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000
	☒ ANY AUTO	BODILY INJURY (Per person) \$				
	☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident) \$				
						\$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ☐ N/A					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
C	Property Program- Risks of		033313486	05/01/2026	05/01/2027	Limit: 500,000
	Direct Physical Loss or Damage	Deductible: SEE ATTACHED				

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

RE: : Business event at village park Coverage begin date: 08/19/2026 Coverage end date: 08/19/2026.

As respects Edward Jones Branch # 91435

CERTIFICATE HOLDER Village of East Aurora Attn: Village Clerk 585 Oakwood Ave East Aurora, NY 14052	CANCELLATION 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 <i>Marsh USA LLC</i>
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AGENCY CUSTOMER ID: CN101223320

LOC #: St. Louis



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY MARSH USA, LLC.		NAMED INSURED The Jones Financial Cos., L.L.P. Edward D. Jones & Co., L.P., ET AL. 12555 Manchester Road St. Louis, MO 63131
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Property includes Flood, Boiler & Machinery, Fire & Extended Coverage, and Earthquake per the policy terms, conditions, and exclusions.
Business Interruption Insurance with limit of liability representing loss of at least approximately six months of income.

Deductibles:

The property policies evidenced above contain various sub-limits and are subject to Insured's deductibles and specific to various perils covered. If you would like additional information regarding these sub-limits or deductibles, please contact the Insured.

Other deductibles may apply as per policy terms and conditions.

MODIFY 2026/2027 BUDGET

July 6, 2026

Trustee _____, offered the following resolution and moved for its adoption:

BE IT RESOLVED, the Clerk – Treasurer is hereby authorized to modify the 2026/2027 Budget in the following manner:

Revenue – 4.3089.0000 - \$ 10,000

Expenditures – Police and Fire Dispatch - equipment 5-3420.0200 - \$10,000
Dispatch Technology Funding from Lorigo

The following resolution was seconded by Trustee _____ and unanimously approved

TOWN OF AURORA

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

MEMO

TO: Historical Preservation Commission

FROM: Richard Miga, Assistant Code Enforcement Officer

DATE: 6/16/26

The Building Department has reviewed and received a demolition and/or substantial modification application for 120 Elmwood Ave. by owner: Paul DellaNeve. The scope of this application meets the requirements of 112-3 based on the following criteria:

Existing Dwelling: 1,280 sq. ft.

40% threshold per VEA 112-3: 512 sq. ft.

Aggregate area of demolition/ substantial modification: 323 sq. ft. (addition) and 376 sq. ft. (attached covered roof) for a total of 699 sq. ft.

Village Code section 112-3 requires that any demolition activities and/or proposed substantial modifications that meet the applicable thresholds therein be referred to the Historical Preservation Commission for their review and recommendation before the Village Board review.

Village Code section 112-5 requires the Historical Preservation Commission to provide a written recommendation to the Village Board on the exterior architectural design, scale, and impact of character of the existing structure and surrounding neighborhood.

If you have any questions, please get in touch with me at 652-7591.

Richard Miga

BUILDING DEPARTMENT
Town of Aurora/Village of East Aurora
575 Oakwood Avenue, East Aurora, NY 14052
Phone: (716)652-7591

APPLICATION FOR DEMOLITION/SUBSTANTIAL MODIFICATION

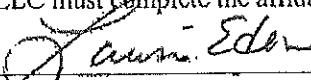
- Property Owner Name: Laurie Eden Phone #: (716) 706-9873
Property Address: 120 Elmwood Ave, East Aurora, NY 14052
SBL #: 176.05-3-13 Zoning District: SFR
Applicant (if not the Owner): _____ Phone #: _____
1. Brief description of the demolition: The demolition of exterior finishes & roof overhang to the extent required for a new one-story addition & covered patio off the rear (east side) of the existing dwelling.
 2. Size of demolition (feet): N/A width 32.5' length 10' Height 30' Total sq. ft. or ☐ Entire Building/Structure
 3. Demolition Threshold (Village only): ☐ 30% (>2,501) ☒ 40% (1,201 - 2,500) ☐ 50% (<1,200)
 4. Disconnection of services: ☐ Water ☐ Sewer ☐ Electric ☐ Gas ☒ N/A
 5. Asbestos Survey: ☐ Yes ☒ N/A - Age of Structure: 66 yrs - 1960
 6. Water use needed for dust control: ☐ Yes ☒ N/A
 7. General permit NYS DOT (state) or ECPW (county) street/road: ☐ Yes ☒ N/A
 8. Name of Contractor: TBD Representative: _____
Address of Contractor: _____
Phone #: _____ Email: _____
 9. Name of Asbestos Contractor: N/A Representative: _____
Address of Contractor: _____
Phone #: _____ Email: _____
 10. Contractor's General Liability, Workers' Compensation, and Disability Insurance Certificates with the Town of Aurora & Village of East Aurora as Certificate holder: ☐ Yes ☒ N/A

IMPORTANT

- Site Plan or Survey showing lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of the layout of the property must be submitted with this application. Indicate the distance to the nearest building on the adjoining lot.
- A written report from a licensed exterminator regarding extermination must be submitted with the application, if applicable.
- Written verification that all utilities (i.e., gas, electric, water, and sewer) have been properly shut off and disconnected must be submitted with the application.
- No work may commence until an asbestos survey is completed and filed with the commissioner of the NYS Dept of Labor in accordance with the Industrial Code 56 and the rules and regulations of the Dept of Labor (submit a copy to this Dept)
- Debris, including any in-ground storage tanks, must be systematically removed from the site and not allowed to pile up or cause any obstruction.
- Demolition shall be carried out during daylight hours only on normal workdays.
- No explosives can be used in connection with the demolition of buildings or structures unless a special permit is first obtained by the Village Board of Trustees (village).
- All cellars and basements of demolished buildings or structures shall be filled in and made safe. The surface of the infill shall be level with the surrounding premises.

APPLICATION IS HEREBY MADE to the Code Enforcement Officer for the issuance of a Building Permit pursuant to the NEW YORK UNIFORM FIRE PREVENTION AND BUILDING CODE for the construction of buildings, additions, and alterations, as herein described. The applicant agrees to comply with all applicable codes, laws, and regulations. The undersigned hereby certifies that all of the information contained in this application is correct and true.

Owner Name: Laurie Eden Email: Laurie.Eden120@gmail.com
(Applicant or Corp/LLC must complete the affidavit on the next page to sign as the owner's agent.)

Owner Signature:  Date: 6/15/2026

ADDENDUM TO APPLICATION FOR DEMOLITION/SUBSTANTIAL MODIFICATION

VILLAGE OF EAST AURORA ONLY

Where the Building Permit application has determined the proposed demolition and or substantial modification meets the thresholds set forth under Village Code §112-3 and requires the Demolition/Substantial Modification application, and or the Demolition/Substantial Modification application is for the demolition of the entire building/structure, the Village Board of Trustees must approve the demolition and or substantial modification application before the issuance of a demolition or building permit. To facilitate the review process, this application must be referred to the East Aurora Historic Preservation Commission (HPC).

The purpose of this addendum is to identify necessary information for the HPC to render its input as outlined in Village Code §112-5. This application and addendum should be accompanied by the construction documents that include the scope of demolition, the new exterior work, exterior finishes, and building/structure elevations, and photographs of the property where applicable. The complete application will be referred to the HPC at their next scheduled meeting, and the applicant and/or agent to the owner will be notified of the meeting. The HPC may require additional information or diligence beyond what is outlined in this addendum in the meeting.

The following reference sources may be of assistance in completing this addendum and may shorten the HPC's review of your application: (i) Aurora Town Historian (www.townofaurora.ny.gov/departments/historian); (ii) your abstract of title; (iii) property file in Village Clerk's office; (iv) real property tax records (www2.erie.gov/ecrpts); (v) Erie County Clerk's Office. You are encouraged to consult with the Aurora Town/Village Historian to investigate the property's historical use and significance, both of which are required in this application.

NOTE: This addendum is not intended to be used if the property in question is a local landmark or is within a historic district as designated under Village Code Chapter 156. If a property is so designated, then the property owner must submit to the HPC an Application for Certificate of Appropriateness. This form and instructions are available on the Village website.

Provide information as follows to the best of your knowledge.

Year of Construction: 1960

If architect designed, name of architect: N/A

Names of original and subsequent owners, and dates of ownership, if known: N/A

What is the historic use of the property? Single family residential dwelling

To the best of your knowledge, is there any historic significance associated with the property? ☐ Yes or ☒ No
If yes, please explain: _____

Did you consult with the Aurora Town/Village Historian about the property's historical use and historical significance? ☐ Yes or ☒ No

Applicant hereby certifies that, to the best of Applicant's knowledge, information, and belief, the information set forth above is accurate and complete.

Applicant's Signature: _____

Date: 6/15/2024

BUILDING DEPARTMENT
Town of Aurora/Village of East Aurora
575 Oakwood Avenue, East Aurora, NY 14052
Phone: (716)652-7591

APPLICATION FOR DEMOLITION/SUBSTANTIAL MODIFICATION

Property Owner Name: Brian Fischer **Phone #:** 949-422-5113
Property Address: 810 Main St

SBL #: _____ **Zoning District:** _____

Applicant (if not the Owner): _____ **Phone #:** _____

1. Brief description of the demolition: We are keeping the existing envelope of home and adding a family room, garage, and ground floor master

2. Size of demolition (feet): 0 width 0 length 0 Height 0 Total sq. ft. or ☐ Entire Building/Structure

3. Demolition Threshold (Village only): ☐ 30% (>2,501) ☒ 40% (1,201- 2,500) ☐ 50% (<1,200)

4. Disconnection of services: ☐ Water ☐ Sewer ☐ Electric ☐ Gas ☒ N/A

5. Asbestos Survey: ☐ Yes ☐ No ☒ N/A

6. Water use needed for dust control: ☐ Yes ☐ No ☒ N/A

7. General permit NYS DOT (state) or ECPW (county) street/road: ☐ Yes ☐ No ☒ N/A

8. Name of Contractor: owner Representative: Brian Fischer

Address of Contractor: _____

Phone #: _____ Email: _____

9. Name of Asbestos Contractor: n/a Representative: _____

Address of Contractor: _____

Phone #: _____ Email: _____

10. Contractor's General Liability, Workers' Compensation, and Disability Insurance Certificates with the Town of Aurora & Village of East Aurora as Certificate holder: ☒ Yes ☐ N/A

IMPORTANT

- Site Plan or Survey showing lot and buildings on premises, relationship to adjoining premises or public streets or areas, and giving a detailed description of the layout of the property must be submitted with this application. Indicate the distance to the nearest building on the adjoining lot.
- A written report from a licensed exterminator regarding extermination must be submitted with the application, if applicable.
- Written verification that all utilities (i.e., gas, electric, water, and sewer) have been properly shut off and disconnected must be submitted with the application.
- No work may commence until an asbestos survey is completed and filed with the commissioner of the NYS Dept of Labor in accordance with the Industrial Code 56 and the rules and regulations of the Dept of Labor (submit a copy to this Dept)
- Debris, including any in-ground storage tanks, must be systematically removed from the site and not allowed to pile up or cause any obstruction.
- Demolition shall be carried out during daylight hours only on normal workdays.
- No explosives can be used in connection with the demolition of buildings or structures unless a special permit is first obtained by the Village Board of Trustees (village).
- All cellars and basements of demolished buildings or structures shall be filled in and made safe. The surface of the infill shall be level with the surrounding premises.

APPLICATION IS HEREBY MADE to the Code Enforcement Officer for the issuance of a Building Permit pursuant to the NEW YORK UNIFORM FIRE PREVENTION AND BUILDING CODE for the construction of buildings, additions, and alterations, as herein described. The applicant agrees to comply with all applicable codes, laws, and regulations. The undersigned hereby certifies that all of the information contained in this application is correct and true.

Owner Name: Brian Fischer Email: Brian.Fischer@cox.net
(Applicant or Corp/LLC must complete the affidavit on the next page to sign as the owner's agent.)

Owner Signature: [Signature] Date: 5/27/22

IF OWNER OF PROPERTY IS A CORPORATION, FILL IN LOWER SECTION

TO SIGN AS AGENT FOR PROPERTY OWNER:

IN ACCORDANCE WITH THE TOWN OF AURORA BUILDING CODE ORDINANCE (SECTION 65-8 B.2)

I, _____,

STATE THE PROPOSED WORK IS AUTHORIZED BY THE PROPERTY OWNER AND I AM
AUTHORIZED TO MAKE SUCH APPLICATION FOR A BUILDING PERMIT.

(Signature of Applicant)

STATE OF _____
COUNTY OF _____
TOWN _____

Sworn to before me this _____ day of _____ 20____

Notary Seal

(Signature of Notary)

IF PROPERTY OWNER IS A CORPORATION, COMPLETE:

STATE OF NEW YORK
COUNTY OF ERIE

ss

_____ being duly sworn deposes and says that he is the applicant
(Name of individual signing application)

above named. He is the _____ of said owner or owners, and
(Corporate Officer, etc.)

is duly authorized to perform or have performed the said work and to make and file this application: that
all statements contained in this application are true to the best of his knowledge and belief, and that the
work will be performed in the manner set forth in the application and in the plans and specifications filed
therewith.

(Signature of Applicant)

Sworn to before me this _____ day of _____ 20____

Notary Seal

(Signature of Notary)

ADDENDUM TO APPLICATION FOR DEMOLITION/SUBSTANTIAL MODIFICATION

VILLAGE OF EAST AURORA ONLY

Where the Building Permit application has determined the proposed demolition and or substantial modification meets the thresholds set forth under Village Code §112-3 and requires the Demolition/Substantial Modification application, and or the Demolition/Substantial Modification application is for the demolition of the entire building/structure, the Village Board of Trustees must approve the demolition and or substantial modification application before the issuance of a demolition or building permit. To facilitate the review process, this application must be referred to the East Aurora Historic Preservation Commission (HPC).

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The following reference sources may be of assistance in completing this addendum and may shorten the HPC's review of your application: (i) Aurora Town Historian (www.townofaurorany.gov/departments/historian); (ii) your abstract of title; (iii) property file in Village Clerk's office; (iv) real property tax records (www2.erie.gov/ecrpts); (v) Erie County Clerk's Office. You are encouraged to consult with the Aurora Town/Village Historian to investigate the property's historical use and significance, both of which are required in this application.

NOTE: This addendum is not intended to be used if the property in question is a local landmark or is within a historic district as designated under Village Code Chapter 156. If a property is so designated, then the property owner must submit to the HPC an Application for Certificate of Appropriateness. This form and instructions are available on the Village website.

Provide information as follows to the best of your knowledge.

Year of Construction: 1823 and subsequent additions

If architect designed, name of architect: line 42 - Joshua Best

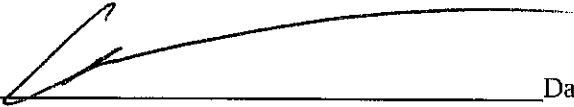
Names of original and subsequent owners, and dates of ownership, if known: _____

What is the historic use of the property? None

To the best of your knowledge, is there any historic significance associated with the property? ☐ Yes or ☒ No
If yes, please explain: _____

Did you consult with the Aurora Town/Village Historian about the property's historical use and historical significance? ☐ Yes or ☒ No

Applicant hereby certifies that, to the best of Applicant's knowledge, information, and belief, the information set forth above is accurate and complete.

Applicant's Signature:  Date: 5/27/26

Dear Building Department / Code Enforcement Officer / HPC/Village Board:

Please find the attached plan set for our proposed home remodel and addition at 810 Main St.

We purchased this home in July 2025. At the time of purchase, the property was in significant disrepair due to prior living conditions, long-term water intrusion from a failing roof, deteriorated framing conditions, and the overall age and neglect of the structure. During our evaluation of the building, serious structural concerns were identified to the extent that it is remarkable the structure had remained standing in its condition.

As a result, we retained not only an architect, but also a structural engineer, and have already invested substantial resources simply stabilizing the structure during the concept and evaluation phase of the project. Our approach has been to carefully rebuild the home from the inside out while preserving the original charm, character, and architectural presence of the structure that fronts Main St.

A great deal of care was taken during the design process to ensure the proposed additions remain subordinate to the historic structure. The additions have been intentionally stepped back toward the rear of the property, largely concealed from the street, while maintaining roof pitches and proportions consistent with the existing home. The original structure remains the visual focal point of the property, while the new additions are sensitively integrated into the rear of the site, taking advantage of the ample size and depth of this large village lot.

Through our research, we also discovered that the home historically featured a front porch and entry facing Main St. As part of this renovation, we are proposing to restore those traditional architectural elements, including a rebuilt front porch and a modest screened porch, in a manner consistent with the scale and historic character of the neighborhood.

The proposed additions are intentionally modest in scale and designed to support modern family living while allowing us to age in place long term. As someone who grew up in this community, it is deeply meaningful to return home and establish our family residence here. We feel this design approach not only respects the history and architectural scale of the existing structure, but also thoughtfully minimizes the visual impact of the additions while preserving the character of the surrounding urban fabric.

The home will be finished with traditional materials and architectural details intended to complement the surrounding neighborhood. Our goal is to restore and preserve this

highly visible Main St property and return it to a condition reflective of both its history and its prominent location within the community.

We appreciate your review and consideration of our application. Please do not hesitate to contact us should any additional information be required.

Sincerely,

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Brian and Amy Fischer

VILLAGE OF EAST AURORA

ERIE COUNTY, NEW YORK

**BID SPECIFICATION FOR ONE 2026 POLICE SUV VEHICLE
BID SPECIFICATION FOR ONE 2027 POLICE SUV VEHICLE (UNMARKED)**

**Patrick W. Welch
Chief of Police
571 Main Street
East Aurora, NY 14052**

LEGAL NOTICE

PLEASE TAKE NOTICE that the Village of East Aurora is accepting sealed bids for Police Vehicles.

Specifications for the 2026-2027 Ford Interceptor Utility Vehicles can be obtained at the clerk's office.

All sealed bids must be submitted prior to the bid opening on July 16, 2026, at 10:00 am in the Village of East Aurora Municipal building 585 Oakwood Ave East Aurora NY 14052.

Bids in sealed envelopes shall be delivered to the Clerk's office at Village Hall, 585 Oakwood Ave East Aurora, NY 14052

Please mark the sealed envelope with "Bid for Police Vehicles"

Contact Chief Welch at 716.652.1313 for questions on the bid specifications.

Please publish in 7/02/2026 edition of the East Aurora

NOTICE TO BIDDERS:

GENERAL DESCRIPTION - This request for bids is for the purchase of one (1) 2026 Police SUV vehicle, and one (1) 2027 Police SUV (Unmarked and without spotlight and with center console) , located at 571 Main Street, East Aurora, New York.

Any questions on bid specifications shall be directed to:

Patrick Welch, Chief of Police
571 Main St.,
East Aurora, New York 14052.

Chief Welch may be reached at:

Work: 716-652-1313
Email: patrick.welch@east-aurora.ny.us

Bids are to be delivered to:

Maureen Jerakas, Village Clerk Treasurer
Village of East Aurora
585 Oakwood Ave
East Aurora, NY 14052

Bids must be contained in a sealed envelope marked **“Bids for Police vehicles”**, and in receipt of the Clerk Treasurer no later than 10:00am E.S.T. on Thursday, July 16th, 2026, at which time they will be publicly opened and read aloud. No bids shall be received or considered after the time stated herein.

All bids shall be submitted on the bid forms enclosed. The Village reserves the right to accept or reject any or all bids, in whole or part, and to waive any irregularities in the bids.

No Bidder may withdraw their bid within thirty consecutive (30) days after the date set for the opening thereof but may withdraw same at anytime prior to the scheduled time for the opening of bids.

The Village of East Aurora is a tax-exempt governmental entity of the State of New York. Bidders shall not include in their bid, taxes for any vehicles to be purchased. A complete Bid Package shall include fully executed:

- Bid Form
- Non-Collusive Bidding Certification

Tax: No Federal, State, County or local taxes are to be included in the purchase price. Purchases by the Village of East Aurora are exempt from these taxes.

New and unused:

The bidder shall represent by his bid that all equipment bid is new and unused or provide all specifics relative to equipment proposed to be furnished.

Standard Equipment:

The successful bidder shall furnish features, which are regularly furnished as standard with these units, but not specified. The equipment shall conform in strength, quality of material and workmanship to that provided by the best manufacturing and engineering practices of the industry.

Price: Price shall be net, F.O.B. point of delivery, East Aurora/Town of Aurora Police Dept., 571 Main St, East Aurora, New York, 14052. It is required that the equipment as specified herein, shall be delivered completely operational. The successful bidder shall provide complete operator's manual applicable to the equipment bid upon delivery of equipment as specified herein. Copy of standard manufacturer's warranty shall also be supplied.

Information to be furnished with Bids:

Bidder must submit with his bid, detailed specification sheets, circulars and all other necessary data on the equipment he proposes to furnish.

Information to be furnished by Successful Bidders:

The successful bidder at the time of delivery, must provide to the Village of East Aurora, a resume of specific specifications applicable solely to the equipment being delivered and must provide detailed operating and maintenance instructions.

Rejection of Bids:

The Village Board of the Village of East Aurora reserves the right to reject any or all bids and to waive any informality.

Withdrawal of Bid:

No bidder may withdraw his bid within thirty (30) days after the opening thereof but may withdraw same at any time prior to the opening thereof.

Delivery Date:

Delivery of all equipment, complete and operational, to the Village of East Aurora, One hundred eighty (180) Calendar days, from date of award of bid. (Additional time will need prior approval)

Delivery Place:

The equipment is to be delivered complete, as per specifications, to the East Aurora/Town of Aurora Police Department, 571 Main St.
East Aurora, New York 14052.

Addressing Bid:

All bids shall be submitted in sealed envelopes plainly marked: "Bids for Police Vehicles ", and indicate the date of bid opening and time of bid opening and addressed to:

Maureen Jerakas Clerk-Treasurer
Village of East Aurora
585 Oakwood Ave
East Aurora, New York 14052

Bid Form:

The Bid Form must be filled out completely and accompany any and all bids. Failure to complete these forms shall be reason for disqualification of bid.

Certificate of Compliance:

THE BIDDER SHALL ATTACH TO HIS BID A LETTER TO CERTIFY THAT THE PRODUCT, WHICH HIS BID IS BASED UPON, WILL COMPLY WITH THE SPECIFICATIONS IN ALL RESPECTS. IN THE EVENT THAT IT DOES NOT COMPLY, THE BIDDER SHALL ATTACH TO HIS BID A STATEMENT LISTING IN DETAIL THE AREA (OR AREAS) WHERE THE PRODUCT, WHICH HE PROPOSED TO FURNISH, DOES NOT MEET THE SPECIFICATIONS.

IF NO STATEMENT IS RECEIVED, THE SUCCESSFUL BIDDER'S EQUIPMENT SHALL BE REQUIRED TO MEET ALL THE SPECIFICATIONS. DATA SHOULD BE PRESENTED IN SUFFICIENT DETAIL TO ENABLE THE POLICE CHIEF TO DETERMINE WHETHER THE EQUIPMENT BID COMPLIES WITH THE INTENT OF THE SPECIFICATIONS.

THE VILLAGE BOARD OF THE VILLAGE OF EAST AURORA, ACTING THROUGH THE SUPERINTENDENT OF PUBLIC WORKS, SHALL BE THE SOLE JUDGE OF EQUIVALENCIES AND WHAT IS CONSIDERED TO BE MINOR OR MAJOR DEVIATIONS. THE VILLAGE RESERVES THE RIGHT TO WAIVE ANY INFORMALITY AND TO REJECT ANY OR ALL BIDS.

NON-COLLUSIVE BIDDING CERTIFICATE:

Each bid or proposal shall contain a Non-Collusive Bidding Certificate in accordance with Section 103-d of the General Municipal Law

BID FORM

Name of Bidder: _____

Address of Bidder: _____

We, the Undersigned, agree to furnish as per specifications _____ to the Village of East Aurora, New York:

One (1) New and Unused 2026 Ford Police Interceptor Utility Vehicles
One (1) New and Unused 2027 Ford Police Interceptor Chief's Package,
for the sum of:

Gross Bid: _____
(Written Dollar Amount)

\$ _____
(Numerical Dollar Amount)

Bidder to complete the following information:

Delivery Time _____
(Specify Calendar days from receipt of order)

Make of Vehicle(s) _____

Models of Vehicle(s) _____

Model Year of Vehicle(s) _____

Attached, hereto, and properly executed is the Non-Collusive Bidding Certificate of the Undersigned.

Dated this _____ day of

_____, 2025.

(Company Name of Bidder)

(Signed by Authorized Representative)

SEAL

(If Corporation)

IMMUNITY WAIVER:

"The vendor hereby agrees, pursuant to the provisions of Section 103-a of the General Municipal Law, which requires that upon refusal of a person when called before a Grand Jury, Head of a State agency, the Organized Crime Task Force in the Department of Law, head of a City Department, or other City agency, which is empowered to compel the attendance of witnesses and examine them under oath to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, public authority or with any public department, agency, or official of the State or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract.

(a) Such person, any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that

(b) Any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July 1959, or with any fire district or any agency or official thereof on or after the first day of September, 1960, by such person, and by any firm, partnership or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid."

Company: _____

Signed By: _____

Title: _____

DATE: _____

NON-COLLUSIVE BIDDING CERTIFICATE

NON-COLLUSIVE BIDDING CERTIFICATIONS:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

“(1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

“(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

“(3) No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.”

NAME OF BIDDER

AUTHORIZED SIGNATURE

NAME & TITLE OF SIGNER (PRINTED)

DATED: _____

Police Vehicle Specifications

Ford SUV Police Interceptor

General

Units shall be specifically made for police service and be of utility/SUV type vehicles.

Drive Line

Unit shall have a 3.3l V6 direct injection FFV AWD 285 horsepower, with 10 speed transmission (136-MPH Top Speed) or approved equivalent.

Interior

Sync 4 or approved equivalent

Warranties

3 year / 36,000 Miles Bumper to Bumper

5-year/100,000-mile Powertrain Extended Service Plan (zero deductible) or equivalent

3 year/100,000 extended Premium Service Warranty w/ 1,000 + covered components

Standard Equipment (included but not limited to) (or approved equivalent)

- **Brakes** – Police calibrated high performance regenerative braking system
 - 4 Wheel heavy duty disc w/ heavy duty front and rear calipers
 - Brake rotors – large mass for high thermal capacity and calipers with large swept areas
- Electric power assist steering
- Power train mounts – heavy duty
- Column shifter
- Seats – Front police grade cloth – 6-way power adjustable, seatback foam designed to comfortably accommodate a utility belt. Built in steel intrusion plates in both front seat backs.
- Flooring – Heavy duty vinyl
- Speedometer – certified
- Consistent 11-inch space between driver and passenger seats
- Dash pass through opening for aftermarket wiring
- Wheels – Heavy duty steel, vented. Full size spare tire w/ TPMS

Options

- **Tail Light Lighting Solution** – Includes LED lights plus two (2) rear integrated hemispheric light head white LED side warning lights in taillamp (LED lights only wiring and controller not included) or approved equivalent
- **Rear Lighting Solution** – Includes two (2) backlit flashing linear high-intensity LED lights (one red/one blue) mounted to inside liftgate glass. Includes two (2) backlit flashing linear high-intensity LED lights (one

red/One blue) installed on inside lip of lift gate, lights activate when lift gate is open; or approved equivalent.

- **Dark car feature** – Courtesy lamps disabled when any door is open.
- **Switchable red/white lighting in cargo area**
- **Pre-wiring for grille LED lights, siren and speaker**
- **Side marker LED –sideview mirrors**
- **Driver side LED spot lamp**
- **Rear door controls inoperable**
- **Global lock/unlock feature** – Door panel switches will lock/unlock all doors and rear liftgate
- **Mirrors** –Heated sideview
- **Reverse sensing system**
- **Noise suppression bonds**
- **Cloth Front Buckets / Vinyl Rear seats**
- **Fleet keyed**
- **Color White**

Ford SUV Police Interceptor Unmarked

General

Unit shall be specifically made for police service and be of utility/SUV type vehicles.

Drive Line

Unit shall have a 3.3L V6 direct injection FFV AWD, with 10 speed transmission (136-MPH Top Speed) or approved equivalent.

Interior

Equipment Group 500A approved equivalent

Warranties

3 year / 36,000 Miles Bumper to Bumper

Any other Manufacturer or Dealer warranties that come with purchase

Standard & Optional Equipment (included but not limited to) (or approved equivalent)

- CARGO DOME LAMP
- GLOBAL LOCK/UNLOCK
- HEATED MIRRORS
- KEYLESS ENTRY FOBS
- KEYED ALIKE
- NOISE SUPPRESSION

- CARGO VAULT
- PAINTED ALUM WHEELS
- **INTERIOR UPGRADE PACKAGE**
- FRONT HEADLAMP LIGHT SOLUTION
- REAR LIGHTING SOLUTION
- REVERSE SENSING SYSTEM
- CLOTH FRONT AND REAR SEATS
- REMOTE START
- BLACK EXTERIOR

****Other government agencies/entities may use this bid to piggyback****

CABLE FRANCHISE AGREEMENT

BETWEEN

VILLAGE OF EAST AURORA

AND

SPECTRUM NORTHEAST, LLC

With assistance from:

Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215
Phone: (412) 447-0130
www.cohenlawgroup.org

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CABLE FRANCHISE AGREEMENT

This Cable Franchise Agreement (hereinafter referred to as the “Agreement”) is executed by and between the Village of East Aurora, a Village located in Erie County, New York (hereinafter referred to as the “Village”) and Spectrum Northeast, LLC, an indirect subsidiary of Charter Communications, Inc. (“Charter”).

WHEREAS, pursuant to Title VI of the Telecommunications Act of 1934, *as amended*, the regulations of the Federal Communications Commission (hereinafter referred to as the “FCC”) and the rules and regulations of the New York State Public Service Commission, the Village is authorized to grant and renew franchises to construct, operate and maintain a Cable System utilizing Public Rights-of-Way and properties within the Village’s jurisdiction; and

WHEREAS, Charter currently holds a cable franchise from the Village by virtue of a cable franchise agreement granted to Time Warner NY Cable, LLC, Charter’s predecessor-in-interest, and such franchise agreement is now expired; and

WHEREAS, Charter has requested that the Village renew Charter’s franchise to maintain, construct, operate, and maintain its Cable System over, under and along the aforesaid Public Rights-of-Way for use by the Village’s residents; and

WHEREAS, the aforesaid Public Rights-of-Way used by Charter are public properties acquired and maintained by the Village on behalf of the citizens of the Village, and the right to use said Public Rights-of-Way is a valuable property right; and

WHEREAS, the Village desires to protect and manage the aforesaid Public Rights-of-Way, establish standards of Subscriber service, maintain a technologically advanced Cable System, receive Franchise Fees for Charter’s use of the Village’s Public Rights-of-Way as provided by federal law, provide legal protections for the Village and Charter, and meet the current and future cable-related needs and interests of its residents; and

WHEREAS, the Village has held a public hearing on the subject of cable franchise renewal, including reviewing Charter’s past performance and identifying the Village’s future cable-related community needs and interests; and

WHEREAS, the Village, after affording the public notice and opportunity for comment, has determined that Charter has the technical ability, financial condition, and character to operate and maintain a Cable System, and its plans for operating such System are adequate and feasible; and

WHEREAS, the Village has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations, including the franchise standards of the New York State Public Service Commission; and

WHEREAS, the Village, after affording the public notice and opportunity for comment,

has determined that the public interest would be served by renewing Charter's non-exclusive franchise according to the terms and conditions contained herein;

NOW THEREFORE, in consideration of the mutual promises contained herein and intending to be legally bound hereby, the Village and Charter agree as follows:

SECTION 1 **DEFINITIONS**

The following terms used in this franchise shall have the following meanings:

1.1 Affiliated Entity - Any corporation, partnership or other business entity that owns or controls, is owned or controlled by, or is under common ownership or control with Charter.

1.2 Basic Service - The service tier that includes at least the retransmission of local broadcast television signals and, to the extent required by applicable law, any Public, Educational and Governmental ("PEG") access channel.

1.3 Cable Act - Title VI of the Communications Act of 1934, as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competitive Act of 1992 and the Telecommunications Act of 1996, as it may, from time to time, be further amended.

1.4 Cable Service - The one-way transmission to Subscribers of Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Programming or other programming service.

1.5 Cable System - A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video Programming and which is provided to multiple Subscribers within the Village but such term does not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (2) a facility that serves Subscribers without using any Public Right-of-Way; (3) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Communications Act, except that such facility shall be considered a Cable System (other than for purposes of Section 621 of the Cable Act) to the extent that facility is used in the transmission of video Programming directly to Subscribers unless the extent of that use is solely to provide interactive on-demand services; (4) an open video system that complies with Section 653 of the Cable Act; or (5) any facilities of any electric utility used solely for operating its electric utility systems.

1.6 Channel - A portion of the electromagnetic frequency spectrum which is used in a Cable System and which is capable of delivering a television channel.

1.7 Communications Act - The federal Communications Act of 1934, as amended, and as it may, from time to time, be further amended.

1.8 Complaint - Written correspondence received by Charter via email, U.S. mail or courier from a Subscriber in the Village expressing dissatisfaction with the operation of the Cable System or expressions of dissatisfaction with Charter's Cable System from a Subscriber in the Village that are communicated by the Village (either in writing or otherwise) to Charter's contact person identified pursuant to Section 9.3.

1.9 Drop - The connection between a home or building and the Cable System.

1.10 Educational and Governmental (EG) Channel - An access channel that consists of local educational and/or governmental programming.

1.11 Effective Date – The date upon which the New York State Public Service Commission issues an order approving this Agreement.

1.12 Emergency - A condition that either: (1) constitutes a clear and immediate danger to the health, welfare, or safety of the public; or (2) has caused or is likely to cause the Cable System in the Public Rights-of-Way to be unusable and result in loss of the services provided.

1.13 FCC – The Federal Communications Commission and any successor governmental entity thereto.

1.14 Force Majeure - Acts of God; acts of public enemies, including terrorist attacks; orders of any kind of the government of the United States of America or the State of New York or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots; labor strikes; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; explosions; unavailability of labor, materials or equipment; and partial or entire failure of utilities to service, maintain or monitor their poles or facilities to which Charter's Cable System is attached.

1.15 Franchise - The right granted by the Village to construct, operate and maintain a Cable System within the corporate limits of the Village as embodied in the terms and conditions of this Agreement.

1.16 Franchise Fee - The fee that Charter remits to the Village for the use of the Village's Public Rights-of-Way pursuant to Section 622 of the Cable Act, 47 U.S.C. §542, and Section 6.1 of this Agreement.

1.17 Gross Revenues - All revenue received directly or indirectly by Charter arising from, attributable to, or in any way derived from the operation of Charter's Cable System in the Village to provide Cable Services as calculated in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall include the following:

- (1) Basic Service fees;
- (2) Fees charged to Subscribers for any Cable Service tier other than Basic Service;
- (3) Fees charged for premium Cable Services;
- (4) Fees charged to Subscribers for any optional, per-channel, or per-program Cable Services;
- (5) Fees charged for video-on-demand;

- (6) Revenue from the provision of any other Cable Service;
- (7) Fees for service calls related to Cable Service;
- (8) Convenience fees;
- (9) Fees for installation, additional outlets, relocation, disconnection, and reconnection for Cable Services;
- (10) Inside wire maintenance fees;
- (11) Change-in-service fees for video programming;
- (12) Service plan protection fees related to Cable Service;
- (13) Fees for payments made to customer service representatives directly;
- (14) Fees for Leased Access Channels;
- (15) Rental of any and all Cable Services equipment, including converters and remote control devices;
- (16) Any and all locally-derived advertising revenues less commissions paid to third parties that are not Affiliated Entities;
- (17) Revenues or commissions from locally-derived home shopping channels;
- (18) Broadcast retransmission fees;
- (19) Regional sports fees;
- (20) Billing fees;
- (21) Late payment fees related to Cable Service; and
- (22) Franchise Fees.

Gross Revenues shall not include program launch fees, bad debts, investment income, refunded deposits, or any taxes on services furnished by Charter and imposed directly upon any Subscriber or user by the Village, state, federal or other governmental unit.

1.18 Leased Access Channel - Any Channel on Charter's Cable System designated for use by any entity that is unaffiliated with Charter pursuant to Section 612 of the Cable Act, 47 U.S.C. §532.

1.19 Normal Business Hours - Those hours during which most similar businesses in the community are open. In all cases, "Normal Business Hours" must include some evening hours at least one night per week and/or some weekend hours.

1.20 Normal Operating Conditions - Service conditions within Charter's service department which are within the control of Charter. Those conditions that are not within the control of Charter include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages and severe or unusual weather conditions.

1.21 Outlet - An interior receptacle that connects a television set or converter box to the Cable System.

1.22 Person - An individual, partnership, association, organization, corporation, trust or governmental entity.

1.23 Programming - Any video or audio signal carried over the Cable System that is generally considered comparable to programming provided by a television broadcast station.

1.24 Public Rights-of-Way - The surface and the area across, in, over, along, under and upon the public streets, roads, lanes, avenues, alleys, sidewalks, bridges, highways and other rights-of-way, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses, as the same now or may thereafter exist, which are under the jurisdiction or control of the Village.

1.25 Service Interruption - The loss of picture or sound on one or more channels resulting from a Cable System network disruption or malfunction.

1.26 Standard Installation - Installations to residences and buildings that are located up to 150 feet from the point of connection to Grantee's existing distribution system.

1.27 Subscriber – Any Person who is billed for and is authorized to receive Cable Service from Charter.

SECTION 2 **GRANT OF FRANCHISE**

2.1 GRANT OF AUTHORITY

Pursuant to the Cable Act, the regulations of the FCC and the rules and regulations of the New York Public Service Commission, the Village hereby grants a non-exclusive and revocable franchise to Charter. Subject to the terms and conditions contained herein, the Village hereby grants to Charter the right to own, construct, extend, install, operate, maintain, upgrade and rebuild a Cable System, including such wires, cables, fiber, conductors, ducts, conduits, amplifiers, pedestals, attachments and other equipment as is necessary and appropriate to the operation of the Cable System in the Public Rights-of-Way, including property over which the Village has a sufficient easement or right-of-way. Nothing in this Franchise shall be construed to prohibit Charter from offering any service over its Cable System that is not prohibited by federal or state law.

2.2 TERM OF FRANCHISE

The term of this Agreement shall be for a period of ten (10) years commencing on the Effective Date, unless the Franchise is terminated prior to the expiration date in accordance with the terms and conditions of this Agreement.

2.3 REPRESENTATIONS AND WARRANTIES

(a) Charter represents, warrants and acknowledges that, as of the Effective Date:

(1) Charter is duly organized, validly existing and in good standing under the laws of the State of New York;

(2) Charter has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by

resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Effective Date, to enter into and legally bind Charter to this Agreement and to take all actions necessary to perform all of its obligations pursuant to this Agreement;

(3) This Agreement is enforceable against Charter in accordance with the provisions herein, subject to applicable state and federal laws and regulations;

(4) There is no action or proceeding pending or threatened against Charter that would interfere with its performance or its ability to perform the requirements of this Agreement.

2.4 NON-EXCLUSIVITY

(a) The Franchise granted herein is non-exclusive. The Village specifically reserves the right to grant, at any time, additional franchises for a Cable System in accordance with state and federal law. The parties acknowledge the Level Playing Field rule set forth in 16 NYCRR Section 895.3 which provide that “No municipality may award or renew a franchise for Cable Service which contains economic or regulatory burdens which when taken as a whole are greater or lesser than those burdens placed upon another cable television franchise operating in the same franchise area.” The Village agrees that any grant of additional franchises by the Village to any other entity to provide Cable Service shall be in compliance with that provision.

(b) If the Village grants a cable television franchise or other right to provide Cable Service to another Person and Charter believes that its terms, when taken as a whole, provide greater benefits or impose lesser burdens to the other Person than provided herein, then Charter may request in writing a specific amendment or amendments to this Agreement to provide Charter with competitive equity. The Village shall respond to Charter in writing within thirty (30) days of receiving Charter’s request as to whether the Village accepts, rejects, or wishes to modify Charter’s proposed amendment(s). If the Village rejects or wishes to modify the proposed amendment(s), then the parties shall have sixty (60) days to negotiate in good faith amendment(s) to the Agreement that are acceptable to both the Village and to Charter.

2.5 FRANCHISE SUBJECT TO FEDERAL, STATE AND LOCAL LAWS

This Franchise is subject to and shall be governed by all lawful and applicable provisions of federal and state laws and regulations. This Franchise is further subject to all generally applicable local laws and regulations of the Village to the extent they are not inconsistent with the terms of this Franchise. Without waiving any of its powers, the Village agrees that, to the extent any terms of this Agreement are inconsistent with the terms of any Village local laws or regulations, except for any generally applicable and non-discriminatory ordinances or regulations pursuant to the Village’s police powers, this Franchise Agreement shall control.

SECTION 3
SYSTEM CONSTRUCTION, OPERATION AND MAINTENANCE

3.1 TECHNICAL REQUIREMENT

(a) Charter shall operate, maintain, construct, and extend the Cable System so as to offer Cable Services to all Subscribers throughout the Village where the density requirements of Section 3.2 are met. The Cable Service provided by the Cable System shall be delivered in accordance with FCC standards. The Cable System shall meet or exceed any and all technical performance standards of the FCC, the National Electrical Safety Code, and any other applicable laws and regulations and constructions standards of the New York Public Service Commission and the generally applicable laws, local laws and construction standards of the Village, subject to Section 2.5 of this Agreement.

(b) Charter shall provide adequate standby power at the Cable System headend and on its Cable System to the extent consistent with Charter's normal operating standards. Standby power must activate automatically upon the failure of commercial utility power.

3.2 AREA TO BE SERVED

(a) Charter shall make Cable Service available to every dwelling occupied by a person requesting Cable Service, provided that Charter is able to obtain from the property owners any necessary easements and/or permits in accordance with Section 621(a)(2) of the Cable Act. Charter shall extend the Cable System into all areas within the Village where there is a minimum of twenty (20) dwelling units per cable mile of aerial cable as measured from Charter's closest technologically feasible tie-in point that is actively delivering Cable Service as of the date of such request for service (the "Service Area").

(b) Any dwelling unit within one hundred fifty (150) feet aerial distance from the main distribution line shall be entitled to a Standard Installation rate. However, if an area does not meet the density requirements of this Section, Charter shall only be required to extend the Cable System to Subscribers in that area if the Subscribers are willing to share the capital costs of extending the Cable System in accordance with the applicable provisions of Section 895.5 of the regulations of the New York Public Service Commission. Charter may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any Standard/non-Standard Installation charges to extend the Cable System from the main distribution line to the residence.

(c) Charter shall not deny access to Cable Service to any group of potential residential subscribers because of the income of the residents of the local area in which such group resides.

(d) The Village has the right to require Charter to place wires and/or equipment underground, provided that the Village imposes such requirement on all similarly situated entities (i.e. telephone and electric utilities). All installations of wires and/or equipment by Charter shall be underground in those areas of the Village where the wires and/or equipment of all similarly situated entities (i.e. telephone and electric utilities) are all underground; provided, however, that such underground locations are capable of accommodating Charter's facilities without technical

degradation of the Cable System's signal quality. Charter shall not be required to construct, operate, or maintain underground any ground-mounted appurtenances such as Subscriber taps, line extenders, system passive devices, amplifiers, power supplies, or pedestals. In the event the Village or any agency thereof directly or indirectly reimburses any utility for the placement of cable underground or the movement of cable, Charter shall be similarly reimbursed.

3.3 CABLE SYSTEM SPECIFICATIONS

(a) Charter has designed, constructed and shall maintain a Cable System that has been built for digital television standards with the capability of no fewer than one hundred fifty (150) video channels. The Cable System shall be capable of transmitting digital television services and signals and shall meet or exceed the technical performance standards of the FCC.

(b) Charter reserves the right to alter, adjust, modify, rebuild, upgrade, redesign, or otherwise reconfigure the Cable System at any time during the term of the Agreement, provided that no alteration, adjustment, modification, rebuild, upgrade, redesign or other reconfiguration of the Cable System shall have the effect of reducing the technical capabilities of the Cable System as set forth in Section 3.1.

(c) Charter shall construct and maintain its Cable System using materials of good and durable quality and that all work involved in the construction, installation, maintenance, and repair of the Cable System shall be performed in a safe, thorough and reliable manner.

3.4 EMERGENCY ALERT SYSTEM

Charter shall comply with the Emergency Alert System requirements of the FCC.

3.5 REPAIRS AND RESTORATION

(a) Whenever Charter or any of its agents, including any contractor or subcontractor, takes up or disturbs any pavement, sidewalk or other improvement of any Public Rights-of-Way, the same shall be replaced and the surface restored to a condition reasonably comparable to the condition that existed before the disturbance within ten (10) business days of the completion of the disturbance, weather permitting. If Charter fails to repair, replace or otherwise correct a Public Right-of-Way following (10) days' written notice by the Village, the Village may complete any repair, replacement, restoration or other correction and invoice Charter for the documented, reasonable cost of such repair, replacement, restoration or other correction and be reimbursed for the same.

(b) Whenever Charter or any agent, including any contractor or subcontractor, shall install, operate or maintain equipment, cable, or wires, it shall avoid damage and injury to property, including structures, and improvements in and along the routes authorized by the Village. If required for the proper installation, operation and maintenance of such equipment, cable, or wires Charter shall promptly repair and restore any public property that is damaged as a result of construction, installation, repair or maintenance of the Cable System within ten (10) business days, weather permitting.

(c) Charter's operation, construction, repair and maintenance personnel, including all contractors and subcontractors, shall be trained in the use of all equipment and the safe operation of vehicles. Charter's operation, construction, repair and maintenance personnel shall follow all safety procedures required by all applicable federal, state and generally applicable local laws and regulations, including the NESC. Charter shall install and maintain its wires, cables, fixtures, and other equipment in such a manner as shall not interfere with any installations of the Village or any public utility serving the Village.

(d) Whenever Charter or any agent, including any contractor or subcontractor, shall disturb any pavement, sidewalk or other public property in order to perform any underground activity, it shall utilize the New York One Call System (www.digsafelynewyork.com) prior to any such disturbance. Charter shall adhere to any additional undergrounding requirements which the State of New York may establish in the future. Charter shall adhere to all requirements of 16 NYCRR Part 753, Protection of Underground Facilities.

(e) All structures and all lines, equipment and connections in, over, under, and upon Public Rights-of-Way, wherever situated or located, shall at all times be kept and maintained in a safe and suitable condition and in good order and repair in accordance with customary industry standards and practices.

3.6 SERVICE AREA MAPS

Within thirty (30) days of a written request, Charter shall make available to the Village for inspection a complete set of Charter service area maps of the Village on which shall be shown those areas in which its facilities exist and the location of all streets. Charter shall make such maps available to the Village for inspection within thirty (30) days of a written request and after execution of an appropriate non-disclosure agreement. All information provided shall be exclusive of Drops. The Village agrees to treat such maps as confidential because they constitute proprietary information.

3.7 DISCONNECTION AND RELOCATION

(a) Charter shall, upon receipt of reasonable advance written notice not less than ten (10) business days, protect, support, temporarily disconnect, relocate, or remove any property of Charter when lawfully required by the Village pursuant to its police powers. Charter shall be responsible for any costs associated with these obligations to the same extent all other users of the Village's Public Rights-of-Way are responsible for the costs related to the relocation of their facilities.

(b) In requiring Charter to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Village shall treat Charter the same as, and require no more of Charter than, any similarly situated entity. Charter shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

(c) Charter shall, at the request of any Person holding a lawful permit issued by the Village, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Rights-of-Way as necessary any property of Charter, provided that the expense of such

action is paid by any such Person benefiting from the relocation and Charter is given reasonable advance written notice to prepare for such changes. Charter may require such payment in advance. For purposes of this subsection, “reasonable advance written notice” shall be no less than ten (10) business days in the event of a temporary relocation and no less than one hundred twenty (120) days for a permanent relocation.

(d) Reimbursement of Costs. If funds are available to any Person using the Public Rights-of-Way for the purpose of defraying the cost of any of the foregoing, Charter shall be included by the Village for such funds in the same manner in which other Persons affected by the requirement are included. If the funds are controlled by another governmental entity, the Village shall cooperate with any efforts by Charter to make application for such funds on behalf of Charter.

3.8 EMERGENCY REMOVAL OF EQUIPMENT

(a) If, at any time, in case of fire or other disaster in the Village, it shall be necessary, in the reasonable judgment of the Village or its agent, to cut or move any of the wires, cable or equipment of the Cable System, the Village shall have the right to do so without cost or liability, provided that, wherever possible, the Village shall give Charter notice and the ability to relocate wires, cable or other equipment.

(b) In cutting or moving any of the wires, cable or equipment of the Cable System in the event of fire or other disaster, the Village shall treat Charter the same as, and require no more of Charter than, any other similarly situated entity. Charter shall have the right to seek reimbursement under any applicable insurance or government program for reimbursement.

3.9 TREE TRIMMING

Charter, or its agents, including contractors and subcontractors, shall have the authority to trim trees upon and overhanging the Public Rights-of-Way so as to prevent the branches of such trees from coming in contact with the wires, cables, or other equipment of Charter. Charter shall comply with any generally applicable, non-discriminatory tree trimming and/or tree removal local laws enacted by the Village, if any.

3.10 CHANNEL CAPACITY

Charter shall meet or exceed programming and channel capacity requirements set forth in this Agreement and required by federal and state law and regulations.

3.11 BROADCAST CHANNELS

To the extent required by federal law, Charter shall provide all Subscribers with Basic Service. All such signals shall be delivered to Subscribers in accordance with FCC technical specifications.

3.12 SIGNAL SCRAMBLING

Charter shall at all times comply with FCC regulations regarding scrambling or other encryption of audio and video signals.

3.13 CONTINUITY OF SERVICE

Subscribers shall continue to receive Cable Service from Charter provided their financial and other obligations to Charter are honored. Subject to Force Majeure provisions in Section 9.1, Charter shall use its best efforts to ensure that all Subscribers receive continuous, uninterrupted service. For the purpose of construction, routine repair or testing of the Cable System, Charter shall use its best efforts to interrupt service only during periods of minimum use. Such periods shall, where reasonably practicable, be scheduled from midnight to 6 a.m., unless in the case of Emergency.

3.14 PARENTAL CONTROL CAPABILITY

Pursuant to Section 641 of the Cable Act, Charter shall allow Subscribers the use of parental control devices.

SECTION 4 **SUBSCRIBER SERVICE STANDARDS**

Charter shall comply with the customer service standards as set forth in Chapter VIII, Part 890 of the Rules and Regulations of the New York Public Service Commission ("NYPSC"), as amended, and Title 47, Section 76.309 of the Regulations of the FCC, as amended.

SECTION 5 **REGULATION BY THE VILLAGE**

5.1 RESPONSIBILITY OF ADMINISTRATION

The Mayor, or his or her designee, shall be responsible for the continuing administration of this Franchise.

5.2 RIGHT TO INSPECT

(a) The Village shall have the option to inspect, all documents, records and other pertinent information maintained by Charter which relate to the terms of this Agreement and which are reasonably necessary to ensure compliance with the terms therein. Upon thirty (30) business days of a written request, and execution of a non-disclosure agreement if documents and records are confidential in nature, Charter shall provide the Village with copies of such documents and records.

(a) In addition, Charter shall maintain for inspection by the public and the Village all records required by the FCC and as specified in 47 C.F.R. § 76.1700 in the manner specified therein.

5.4 RESERVED AUTHORITY

The Village reserves the regulatory authority arising from the Cable Act and any other applicable federal or state laws or regulations. Nothing in this Agreement shall remove, restrict or reduce the Village's authority, rights and privileges it now holds, or which hereafter may be conferred upon it, including any right to exercise its police powers in the regulation and control of the use of the Public Rights-of-Way.

5.5 POLICE POWERS

Charter's rights under this Agreement are subject to the police powers of the Village to adopt and enforce general laws and regulations necessary for the safety and welfare of the public, provided such regulations are reasonable, are not materially in conflict with the privileges granted in this Agreement and are consistent with all federal and state laws, rules, regulations and orders.

5.6 NO LIMITATION ON TAXING OR FEE AUTHORITY

Nothing in this section or in this Agreement shall be construed to limit the authority of the Village to impose any lawful tax, fee or assessment of general applicability. Subject to applicable law, such taxes, fees or assessments shall be in addition to Franchise Fees to the extent consistent with applicable law.

5.7 PERMITS

Charter shall apply to the Village for all generally-applicable required permits and shall not undertake any activities in the Public Rights-of-Way subject to a permit without receipt of such permit, the issuance of which shall not be unreasonably withheld by the Village and shall be administered in a competitively neutral and non-discriminatory manner. Charter shall not be required to obtain permits for Cable Service Drops for individual Subscribers or for servicing or installation of pedestals or routine maintenance that does not disturb surface grade or impact vehicular traffic. Subject to applicable law, Charter shall pay any and all required permit fees.

5.8 SUBSCRIBER COMPLAINT REPORTS

Within thirty (30) days of a written request, Charter shall submit to the Village a report showing the number of complaints relating to Cable Service originating from the Village and received during the previous 12-month reporting period, the dates they were received, and summary description of the complaints.

5.9 CONFIDENTIALITY

To the extent permitted under New York law, the Village shall maintain as confidential any information provided to it by Charter under the terms of this Franchise that Charter has

designated in writing as confidential. In the event that the Village believes at any time that it is required by law to disclose such information to a third party, the Village will so notify Charter at a time prior to such disclosure that affords Charter a reasonable opportunity to take such action as it deems necessary to prevent such disclosure, including seeking relief in court.

SECTION 6 **COMPENSATION TO THE VILLAGE**

6.1 FRANCHISE FEES

Charter shall pay to the Village an annual amount equal to five percent (5%) of the annual Gross Revenues derived from the operation of its Cable System to provide Cable Service in the Village. Charter shall not deduct or otherwise credit against the Franchise Fee any tax, fee or assessment of general applicability unless allowed by applicable law, unless allowed by applicable law.

6.2 QUARTERLY PAYMENTS

Franchise Fee payments to the Village under this provision shall be computed at the end of each calendar quarter, transmitted by electronic funds transfer to a bank account designated by the Village. Such payments shall be made within forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any undisputed Franchise Fee payment is not made on or before the date by which it is due, then interest calculated at the then-current prime rate, as published by the Wall Street Journal, shall be added to the amount of Franchise Fee revenue due to the Village. The interest rate shall be applied as described from the date such Franchise Fee payment was originally due. No acceptance of any payment shall be construed as an accord that the amount paid is in fact the correct amount, nor shall acceptance of any payment be construed as a release of any claim the Village may have for additional sums payable under this Agreement.

6.3 QUARTERLY REPORTS

Within ten (10) days of the Franchise Fee payment, Charter shall provide a written report containing an accurate statement of Charter's Gross Revenues received for Cable Services for each calendar quarter and showing the basis for the computation of fees. Upon request, Charter shall provide a more detailed report containing line items for sources of revenue received and the amount of revenue received from each source.

6.4 FRANCHISE FEE REVIEW

(a) Not more than once every three (3) years, the Village shall have the right to conduct a Franchise Fee review or audit of Charter's records reasonably related to the sources, amounts, and computation of Gross Revenues. Any such review or audit shall occur within seventy-two (72) months from the date the Village receives such payment, after which period any such payment

shall be considered final. Within forty-five (45) days of a written request, Charter shall provide the Village with copies of financial records related to the Franchise Fee review or audit.

(b) In the event of an alleged underpayment, the Village shall provide Charter with a written statement indicating the basis for the alleged underpayment. Charter shall have thirty (30) days from the receipt of the statement regarding an alleged underpayment to provide the Village with any written objection to the results of the Franchise Fee review, including any substantiating documentation. Based on this exchange of information, the Village and Charter shall confer to attempt to determine the amount of the underpayment, if any. If the Village and Charter are unable to agree on an amount of the underpayment, then either party may submit the dispute to mediation, arbitration, or litigation.

(c) Any undisputed Franchise Fee payment due to the Village as a result of the Franchise Fee review shall be paid to the Village by Charter within forty-five (45) days of the date the parties agree on the amount of the underpayment, in accordance with the terms set forth in a separate settlement agreement executed by Charter and the Village. If the matter is submitted to mediation, arbitration, or litigation Charter shall pay any underpaid amount plus interest within sixty (60) days from the final disposition of such action.

6.5 BUNDLED SERVICES

If Cable Services subject to the Franchise Fee required by this Agreement are provided to Subscribers in conjunction with non-Cable Services for a single aggregate price, the Franchise Fee shall be applied to the portion of the aggregate price attributed to Cable Services. It shall be the obligation of Charter to maintain its books and attribute the revenues to Cable Services consistent with GAAP and Charter shall not make such attribution to avoid Franchise Fees.

SECTION 7 **FREE SERVICES TO THE COMMUNITY**

7.1 SERVICES TO COMMUNITY FACILITIES

Upon the Effective Date, Charter will offer, without charge and on a voluntary basis, one cable service Drop and Basic Cable Service (or equivalent) with any necessary equipment for viewing to one outlet at each Village facility listed on Exhibit A, provided that the locations are located up to one hundred fifty (150) feet from Charter's existing distribution system. To the extent Charter management ceases its voluntary municipal service program, Charter will provide the Village with 90 days' notice of its intent to cease the program.

7.2 PUBLIC, EDUCATIONAL AND GOVERNMENTAL (PEG) CHANNEL

The Village reserves the right to obtain, within one year of a written request, channel capacity from Charter for non-commercial, video programming for public, educational and governmental ("PEG") access use in accordance with Section 611 of the Cable Act and Section 895.4 of the NYPSC regulations and will comply with the minimum standards set forth therein. The tier of service on which such PEG Channel(s) may be placed shall be determined by Charter

in accordance with applicable law. The Village shall be responsible for the content, scheduling, and administration of the PEG Channel(s), and may delegate such functions, or a portion of such functions, to a designated access provider.

SECTION 8

ENFORCEMENT, INSURANCE AND INDEMINIFICATION

8.1 VIOLATIONS AND OPPORTUNITY TO CURE

(a) If the Village has reason to believe that Charter violated any material provision of this Agreement, it shall notify Charter in writing of the nature of such violation, the section(s) of this Agreement that it believes has been violated and the details relating thereto. Subject to applicable law, if the Village does not notify Charter of any violation of this Agreement, it shall not operate as a waiver of any rights of the Village hereunder or pursuant to applicable law.

(b) Charter shall have thirty (30) days to cure such violation after written notice is received by taking appropriate steps to comply with the terms of this Agreement. If the nature of the violation is such that it cannot be fully or reasonably cured within thirty (30) days, the period of time in which Charter must cure the violation shall be extended in writing for such additional time necessary to complete the cure, provided that Charter shall have promptly commenced to cure and is diligently pursuing its efforts to cure or other remedies available under applicable law.

8.2 LIQUIDATED DAMAGES

(a) Because Charter's failure to comply with material terms of this Agreement may result in harm to the Village, and because it will be difficult to measure the extent of such injury, the Village may assess liquidated damages against Charter in the specific amounts set forth below:

1. Failure to satisfy the technical requirements set forth in Section 3.1 of the Agreement - \$200 per day;
2. Failure to file, obtain, or maintain the insurance coverage required under Section 8.4 of the Agreement - \$200 per day; and
3. Failure to repair and/or restore damage to Town property as required by Section 3.5 - \$200 per day;

(b) Before the Village may impose any liquidated damages set forth above, it must provide Charter notice and an opportunity to cure the alleged violation in accordance with Section 8.1. The Village shall provide Charter with written notice that it intends to assess liquidated damages as a remedy. Such damages shall be an exclusive remedy for the time period in which they are assessed; provided, however, they shall not be a substitute for specific performance by Charter or legal action by the Village once assessment of liquidated damages ceases, but shall be

in addition to such specific performance or legal action. Nothing herein is intended to allow duplicative recovery from or payments by Charter or its surety.

(c) The first day for which liquidated damages may be assessed, if there has been no cure after the end of the applicable cure period, shall be the date after the end of the applicable cure period, including any extension of the cure period granted by the Village. Liquidated damages may not be assessed for a time period exceeding one hundred twenty (120) days per violation. The Village may commence revocation proceedings and/or initiate an action in law or equity in a court of competent jurisdiction after the assessment of liquidated damages or in lieu of liquidated damages.

(d) The amount of all liquidated damages per annum shall not exceed twenty-four thousand dollars (\$24,000) in the aggregate. With respect to liquidated damages, all similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and a violation or failure may only be assessed under any one material term.

8.3 REVOCATION

(a) In addition to the other rights, powers and remedies retained by the Village under this Agreement, the Village reserves the separate and distinct right to revoke this Franchise if:

(1) It is demonstrated that Charter practiced any fraud or deceit upon the Village in the operation of its Cable System or any other activities pursuant to this Agreement; or

(2) Charter repeatedly violates, after notices and opportunities to cure, one or more of the material terms or conditions of this Agreement.

(b) A violation of a material term or condition of the Franchise shall not be grounds for revocation if the violation occurs without the fault of Charter or occurs as a result of circumstances beyond its control or by reason of Force Majeure as defined in Section 9.1. Charter shall not be excused from the performance of any of its obligations under this Franchise by mere economic hardship or by the misfeasance or malfeasance of its directors, officers or employees.

(c) A revocation shall be declared only by a written decision of the Common Council after an appropriate public hearing that shall afford Charter due process and full opportunity to be heard. This shall include the ability to introduce evidence, to question witnesses and to respond to any notice of grounds to terminate in accordance with the standards of a fair hearing applicable to administrative hearings in the State of New York. All notice requirements shall be met by providing Charter at least thirty (30) days prior written notice (via certified mail-return receipt requested) of any public hearing concerning the proposed revocation of this franchise. Such notice shall state the grounds for revocation. The Village, after a public hearing and upon finding the existence of grounds for revocation, may either declare this franchise terminated or excuse such grounds upon a showing by Charter of mitigating circumstances or good cause for the existence of such grounds. The Village shall issue such declaration and finding within thirty (30) days in a written decision which shall be sent via certified or overnight mail to Charter. Charter may appeal such determination to an appropriate court of competent jurisdiction. Notwithstanding the foregoing, nothing in this Agreement, including the enforcement provisions set forth in this Section

8.2, shall prevent Charter from filing at any time a legal action in any permissible court seeking a declaration or enforcement of Charter's rights or obligations under the Franchise. Charter may continue to operate the Cable System until all legal appeals procedures have been exhausted.

8.4 INSURANCE

(a) Charter shall obtain and maintain, in full force and effect, at its sole cost and expense, during the Franchise term, the following minimum insurance coverage with an insurance company that is authorized to conduct business in New York and which has an A.M. Best rating (or equivalent) no less than A-minus VII, insuring the Village from and against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, reconstruction, operation, maintenance or removal of the Cable system by Charter in the following amounts:

(1) The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000) as to any one (1) occurrence.

(2) The amount of such insurance against liability for injury or death per occurrence shall be no less than One Million Dollars (\$1,000,000).

(3) The amount of such insurance for excess liability shall be Three Million Dollars (\$3,000,000) in umbrella form.

(4) The amount of such insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability shall be One Million Dollars (\$1,000,000).

(b) The Village, its officials and employees, shall be designated as additional insureds under each of the insurance policies required in this Section 8.4.

(c) Charter shall not cancel any required insurance policy without obtaining alternative insurance in conformance with this Section 8.4 and without submitting insurance certificates to the Village verifying that Charter has obtained such alternative insurance. Charter shall provide the Village with at least thirty (30) days prior written notice in the event there is an adverse material change in coverage or the policies are cancelled or not renewed.

(d) Charter shall deliver to the Village Certificates of Insurance showing evidence of the required coverage within thirty (30) days of the Effective Date of the Agreement, upon request by the Village.

8.5 INDEMNIFICATION

(a) Charter shall indemnify, defend, save and hold harmless the Village, its elected and appointed officials, officers, agents and employees acting in their official capacities, from claims for injury, loss, liability, cost or expense to the extent caused by or connected with the construction, installation, upgrade, reconstruction, operation, maintenance or removal of the Cable System or any other equipment or facilities of Charter. The Village shall give Charter timely written notice of its obligation to indemnify and defend the Village within fifteen (15) days of

receipt of a claim or action pursuant to this section. The obligation to indemnify, defend, save and hold the Village harmless shall include, but not be limited to, the obligation to pay judgments, injuries, liabilities, damages, and penalties. If the Village determines that it is necessary for it to employ separate counsel, in addition to that provided by Charter, the cost for such separate counsel shall be the responsibility of the Village. Charter shall not indemnify the Village for any claims, damages or liability to the extent resulting from acts of willful misconduct or negligence on the part of the Village or its officials, officers, agents and employees.

(b) In order for the Village to assert its right to be indemnified and held harmless pursuant to subsection (a) above, the Village must (1) timely notify Charter of any claim or legal proceeding which gives rise to such right as specified in subsection (a) above; (2) afford Charter the opportunity to participate in and fully control any compromise, settlement, resolution or disposition of such claim or proceeding; and (3) fully cooperate in the defense of such claim and make available to Charter all such information under its control relating thereto.

SECTION 9 **MISCELLANEOUS**

9.1 FORCE MAJEURE

If for any reason of Force Majeure, Charter is unable in whole or in part to carry out its obligations hereunder, Charter shall not be deemed in violation of this Agreement during the continuance of such inability. Charter shall inform the Village within thirty (30) days after receipt of a request from the Village as to whether Charter has determined that a condition of Force Majeure exists.

9.2 REMOVAL OF SYSTEM

(a) Upon lawful termination or revocation of this Agreement, Charter shall remove its supporting structures, poles, transmissions and distribution systems and other appurtenances from the Public Rights-of-Way in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such lawful denial of renewal or revocation, the Village or property owner may deem any property not removed as having been abandoned and the Village may remove it at Charter's cost.

(b) During the term of the Agreement, if Charter decides to abandon or no longer use all or part of its Cable System, it shall give the Village written notice of its intent at least ninety (90) days prior to the announcement of such decision, which notice shall describe the property and its location. Upon abandonment of the Cable System by Charter, the Village shall have the right to require i) Charter to remove the property, ii) leave the property in place, iii) remove the property itself and charge Charter with the costs related thereto, or iv) transfer ownership of the property to the Village's designee, provided fair market value is paid to Charter.

(c) Notwithstanding the above, Charter shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Charter from

providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

9.3 NOTICES

Every notice or payment to be served upon or made to the Village shall be sent to:

Village of East Aurora
585 Oakwood Avenue
East Aurora, NY 14052
Attention: Village Clerk

The Village may specify any change of address in writing to Charter. Every notice to be served upon Charter shall be sent to:

Charter Communications
95 Methodist Hill Dr.
Rochester, NY 14623
Attn: Director, Government Affairs

With a copy to:

Charter Communications
601 Massachusetts Ave., NW, Suite 400W
Washington, DC 20001
Attention: VP, Local Government Affairs & Franchising

Charter may specify any changes of address in writing to the Village. Each delivery to Charter or the Village shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

9.4 EQUAL EMPLOYMENT OPPORTUNITY

Charter is an equal opportunity employer and shall comply with all applicable federal and state laws and regulations regarding equal opportunity employment. Additionally, Charter shall not refuse to hire or employ, nor bar or discharge from employment, nor discriminate against any person in compensation or in terms, conditions or privileges of employment because of age, race, creed, color, national origin or sex.

9.5 CAPTIONS

The captions for sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

9.6 GOVERNING LAW; VENUE

This Agreement shall be governed and construed by and in accordance with the laws of the State of New York. If suit is brought by a party to this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of New York, County of Erie, or in the United States District Court for the Western District of New York.

9.7 TRANSFER OR ASSIGNMENT

The ownership or control of the Franchise granted hereunder shall not be transferred or assigned without the prior written consent of the Village, such consent not to be unreasonably withheld or delayed. No such consent shall be required, however, for: 1) a transfer to an entity controlling, controlled by, or under common control of Charter; or 2) a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of Charter in the Franchise or Cable System to secure indebtedness. Within thirty (30) days of receiving a request for review covered by this Section, the Village shall notify Charter in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Village has not taken action on Charter's request for approval of the transfer within one hundred twenty (120) days after receiving such information, consent by the Village shall be deemed given.

9.8 ENTIRE AGREEMENT

This written instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals whether written or oral except as specifically incorporated herein, and cannot be changed without written amendment approved by both the Village and Charter. This Agreement supersedes all prior cable franchise agreements or cable ordinances, or parts of cable franchise agreements or cable ordinances, that are in conflict with the provisions herein. This Agreement may be amended only by the mutual consent of the Village and Charter and in accordance with the regulations of the New York Public Service Commission. Any amendment must be in writing and executed by the Village and Charter.

9.9 SEVERABILITY

If any section, provision or clause of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, or is pre-empted by federal or state laws or regulations, such section, provision or clause shall be deemed to be severable from the remaining portions of this Agreement and shall not affect the legality, validity or enforceability of the remaining portions of this Agreement.

9.10 NO WAIVER OF RIGHTS

No course of dealing between the Village and Charter, nor any delay on the part of the Village in exercising any rights hereunder, shall operate as a waiver of any such rights of the Village or acquiescence in the actions of Charter in contravention of such rights, except to the extent expressly waived by the Village.

9.11 CHANGE OF LAW

In the event there is a change in a federal or state statute or regulation applicable to the Cable System or to this Agreement, the Village and Charter shall, upon the written request of either party, agree to amend this Agreement to comply with the change in statute or regulation.

9.12 COMPLIANCE WITH LAWS

Charter shall comply with all federal and state laws and regulations.

9.13 APPROVAL OF THE NEW YORK STATE PUBLIC SERVICE COMMISSION

All terms and conditions contained herein are subject to the approval of the New York State Public Service Commission.

9.14 FILING OF FRANCHISE WITH NEW YORK STATE PUBLIC SERVICE COMMISSION

Charter shall file this Agreement and other requisite information with the New York State Public Service Commission requesting operating authorization within sixty (60) days of the Village's acceptance.

9.15 THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is or was intended to confer third-party beneficiary status on any person other than the parties to this Agreement to enforce the terms of this Agreement.

9.16 APPLICABILITY OF AGREEMENT

All of the provisions in this Agreement shall bind Charter, the Village and their respective successors and assigns. This Agreement is authorized by Resolution No. _____ dated _____, 2023 of the Village.

WITNESS our hands and official seals to this Cable Franchise Agreement.

VILLAGE OF EAST AURORA

By: _____

Name: _____

Title: _____

Date: _____

SPECTRUM NORTHEAST, LLC

By: Charter Communications, Inc., Its Manager

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

VILLAGE LOCATIONS FOR CABLE TELEVISION SERVICE

1. East Aurora DPW - 400 Pine Street, East Aurora NY 14052
2. East Aurora Fireman's Field - 400 Pine Street, East Aurora NY 14052
3. East Aurora Village Hall - 585 Oakwood Ave, East Aurora NY 14052
4. East Aurora Police Department - 571 Main Street, East Aurora NY 14052
5. East Aurora Fire Department - 33 Center Street, East Aurora NY 14052
6. East Aurora Ambulance – 33 Center Street, East Aurora NY 14052
7. East Aurora Emergency Center – 33 Center Street, East Aurora, NY 14052
8. East Aurora Public Safety Dispatch Office – 571 Main Street, East Aurora, NY 14052



SALES QUOTE

Joe Basil Chevrolet, Inc.
5111 Transit Rd
Depew, NY 14043
Dir. 716-206-1756
Fax 716-685-1746
rschiefer@basilfleet.com

INVOICE NO.
DATE December 31, 2025
CUSTOMER ID 856351

NYS DEALER
#1100005392

TO: Jeff Stoll
Village of East Aurora
400 Pine Street
East Aurora, NY 14052
716-652-6057
jeff.stoll@east-aurora.ny.us

SHIP TO: [Contact Name]
[Company Name]
[Street Address]
[City, ST ZIP Code]
[Phone]

Salesperson	Customer PO#	Mini Bid	Contract		NYS Discount	PAYMENT TERMS
Ron Schiefer			Erie County 240059-004		INCL	Net 30
VIN#					STK#	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	NET TOTAL
1	CHEVY	2026 Chevrolet Silverado 3500HD 4WD	\$ 70,135.00	\$ -	\$ 70,135.00
1	CONFIG	Regular Cab 146" WB, 60" CA Work Truck (CK31003)	\$ (4,300.00)	\$ -	\$ (4,300.00)
1	CREDIT	Equipment/Lighting Credit	\$ (16,993.00)	\$ -	\$ (16,993.00)
1	1WT	Work Truck Preferred Equipment Group	\$ -	\$ -	\$ -
1	9L3	Spare tire delete	\$ -	\$ -	\$ -
1	9L7	Upfitter switch kit, (5)	\$ -	\$ -	\$ -
1	AZ3	Seats, front 40/20/40 split-bench	\$ -	\$ -	\$ -
1	G7C	Red Hot	\$ -	\$ -	\$ -
1	GT4	Rear axle, 3.73 ratio	\$ -	\$ -	\$ -
1	H2G	Jet Black, Vinyl seat trim	\$ -	\$ -	\$ -
1	IOR	Audio system, Chevrolet Infotainment 3 system, 7" diagonal HD color touchscreen, AM/FM stereo	\$ -	\$ -	\$ -
1	K4Z	Battery, auxiliary, 700 cold-cranking amps/70 Amp-hr	\$ -	\$ -	\$ -
1	KW5	Alternator, 220 amps	\$ -	\$ -	\$ -
1	L8T	Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline	\$ -	\$ -	\$ -
1	MKM	Transmission, 10-Speed automatic	\$ -	\$ -	\$ -
1	NE1	Emissions	\$ -	\$ -	\$ -
1	NZZ	Skid Plates	\$ -	\$ -	\$ -
1	PYW	Wheels, 17" (43.2 cm) painted steel	\$ -	\$ -	\$ -
1	QZT	Tires, LT235/80R17E all-terrain, blackwall	\$ -	\$ -	\$ -
1	VK3	License plate kit, front	\$ -	\$ -	\$ -
1	VYU	Snow Plow Prep Package	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -
		<u>Non-OEM Equipment</u>	\$ -	\$ -	\$ -
1	DUMP	Thruway Spring Quote	\$ 14,510.00	\$ -	\$ 14,510.00
1	DELIVERY	Region I	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -

TOTAL DISCOUNT



Please Make Checks Payable to Joe Basil Chevrolet, Inc
Thank you For Your Business

SUBTOTAL \$ 63,352.00
SALES TAX \$ -
TOTAL \$ 63,352.00

THIS QUOTE SERVES AS YOUR ACKNOWLEDGMENT THAT THIS ORDER HAS BEEN REVIEWED FOR ACCURACY AND DEEMED CORRECT.

Name

Title

Date

Sign

Revised 12/31/2025 13:20

Thru-Way Spring



1609 Mt. Read Blvd.
Rochester, NY 14606
585-254-6100 (ph)
585-254-4022 (fax)

Quotation
12/31/2025

TO: Basil Commercial
East Aurora

YEAR: 2026
MAKE: Chevy
MODEL: 3500
C/A: 60" DRW

BASE BODY SPECIFICATION	QTY	UNIT PRICE	AMOUNT
Rugby 9' (2-3 yd) Eliminator Carbon Steel Dump Body 9'7" Overall Length x 96" Overall Width Fits 60" CA, Dual Rear Wheel, Straight Frame Chassis 12" Sides, 23" Rear Gate with Vertical Rear Corner Posts 10ga Inner Sides, 12ga Outer Sides, Grade 50 Steel 10ga Seamless, One Piece, Steel Floor Fully Boxed Top Rail 3" 7 Gauge Formed Crossmembers 8" Tall 7 Gauge Formed Long Rails, Interlaced with Crossmembers EZ Latch Rear Tailgate Fully Boxed Perimeter Tailgate with Two Vertical Braces Center Coal Door Installed LED Oval S/T/T Lights in Rear Corner Posts & LED Marker Light Kit 6" Vertical Side Braces 1/4 Cabshield with Window, Bolt On Style 1.25" Diameter Top Pins, 1" Diameter Bottom Pins SR4016 Hoist and Subframe Assembly 4" Subframe with Integrated Rear Hinge SR4016 Hoist with 10.1 Ton Lifting Capacity Double Acting Power Unit (Power Up, Power Down) In Cab, Pendant Style Control Standard Installation Includes: Rear Rubber Flaps with Stainless Steel Antisails, Fuel Fills as Needed ICC Underride Protection as Necessary & Conspicuity Tape Across Rear Only Installation of OEM Supplied Back Up Camera Body Up Indicator and Back Up Alarm Installed Rear Hitch Plate Installed 1/2" Formed Plate Welded and Gusseted to Truck Frame Customer's Choice of Hitch Coupler Installed (Customer Must Specify Size & Height) D Rings and Seven Way Electric Plug Installed Utilize Factory OEM Electronic Brake Control In Cab	1	\$14,510.00	\$14,510.00
Quote Sent By: Frank Buscemi	TOTAL QUOTATION		\$14,510.00

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
95 Franklin Street
Buffalo, New York 14202



PERMIT TO INSTALL, ALTER OR RELOCATE
TRAFFIC SIGNS, SIGNALS OR MARKINGS

The undersigned hereby requests permission to furnish, install and maintain all way stop control signage at the intersection of Center Street (CR 33) and South Street (CR 112) in the Village of East Aurora.

As a condition of granting this permit, it is agreed that:

1. The applicant shall furnish the necessary parts, equipment, traffic signs or signals and pay all costs of installation, maintenance and operation.
2. The STOP sign (MUTCD R1-1) sign faces shall be a minimum size of 30" x 30" and ALL WAY subplaques (MUTCD R1-3P), and installed on the right shoulder of the road at each approach.

Stop Ahead Warning signs (MUTCD W3-1) sign faces shall be a minimum size of 30" x 30", and installed in advance of the STOP sign assemblies on each approach per MUTCD guidance.

The signs shall be erected with breakaway posts in accordance with Erie County Highway Standard Specifications, the National MUTCD, and State Supplement to the NMUTCD.

3. All signals shall be suspended centrally over the pavement, with a minimum clearance of 15 to 17 feet.
4. All signs, signals or markings covered by this permit shall conform to the standards and future revisions of the National Manual on Uniform Traffic Control Devices.
5. The work authorized by this permit shall be performed under the supervision and to the satisfaction of the Deputy Commissioner of Public Works - Highways of Erie County.
6. Traffic shall be maintained; and traffic and public shall be properly protected at all times during the progress of the work authorized by this permit.

7. All portions of the highway or street which may be disturbed during the progress of the work authorized by this permit shall be restored to their original condition.
8. The applicant hereby agrees that it will keep insured during the performance of the above described work, such employees as are required to be insured under the provisions of Chapter 41 of the Laws of 1914 and acts amendatory thereof, known as the Workmen's Compensation Law.
9. The applicant agrees to maintain the sign, signal or marking and any equipment or necessary parts thereof in good condition, and in a manner which will not constitute a hazard to traffic.
10. The applicant hereby agrees to hold the County harmless on account of damages of any kind which may arise during the progress of the work authorized by this permit, or by reason thereof, including any damage that may result from failure of signal to operate at any time.
11. This permit is revocable at the discretion of the Deputy Commissioner of Public Works - Highways after a hearing and for due cause.

The person executing this application on behalf of the applicant certifies that he has full authority to execute this application, and if the applicant is a village, town or school board, he has annexed hereto a certified copy of a resolution by such body, authorizing him to make this application.

Dated: _____
(Name of authority requesting permit)

By: _____
(Title)

APPROVED UNDER CHAPTER 63, SECTION 136, OF THE LAWS OF 1936

Dated: _____
DEPUTY COMMISSIONER DPW - HIGHWAYS

Resolution of the Village of East Aurora of a Determination of Non-Significance pursuant to the State Environmental Quality Review Act (SEQRA) in the matter of the Rezoning Application for 270 Quaker Road, to rezone from General Manufacturing (GM) to General Residential (GR) for development as a senior housing project for individuals age 55 and older.

WHEREAS, the applicant has filed Part 1 of the Short Environmental Assessment Form (SEAF) with this Board, a copy of which is included by reference and made a part hereof, relating to the proposed project at 270 Quaker Road, East Aurora, New York, wherein the applicant, Young Development, and

WHEREAS, the Village Planning Commission, after carefully and fully reviewing the application, including the Rezoning attached thereto, with any and all amendments and modifications, and considering comments and documentation presented for and against the project, voted in the majority recommending approval, with findings; and

WHEREAS, the Village SEQRA Intake Committee carefully and fully reviewed Part 1 of the SEAF submitted by applicants, including the Rezoning attached thereto, and the above-referenced amendments and modifications; and

WHEREAS, the Village SEQRA Intake Committee, after their review of the above, prepared Parts 2 and 3 of the SEAF with a recommendation of the issuance of the Negative Declaration of Environmental Significance for submission to, and consideration by, the Village Board; and

WHEREAS, the Village Board of Trustees, upon taking an independent hard look and reasoned evaluation of the above-referenced information, comments and written documentation, including, but not limited to, Part 1 of the SEAF; comments, recommendations, findings and conditions of the Planning Commission, the Rezoning and the recommendation of the SEQRA Intake Committee and that Committee's completed Parts 2 and 3 of the SEAF concerning the potential environmental impacts of the project; all of which are incorporated by reference herein; and

WHEREAS, the Village Board, upon carefully and fully reviewing all the information, comments and written documentation in regard to the project, made a finding that there are no significant environmental impacts.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of East Aurora as Lead Agency has determined that the proposed action described in the SEAF, submitted by the applicants, for the site plan proposed to rezone from General Manufacturing (GM) to General Residential (GR) for development as a senior housing project for individuals age 55 and older at 270 Quaker Road, as detailed in the revised Rezone Application dated January 23, 2026, and as is classified as an Unlisted Action and therefore issues a Negative Declaration, that this development will not have a significant environmental impact and a Draft Environmental Impact Statement will not be required nor prepared.

The foregoing resolution was duly made by Trustee _____ and seconded by Trustee

_____ and carried on June 15, 2026.

**Resolution of the Village Board of East Aurora Approving
The Rezone Application for 270 Quaker Road, applicant Young Development, to rezone
from General Manufacturing (GM) to General Residential (GR) for development as a
senior housing project for individuals age 55 and older.**

WHEREAS, an application has been submitted for Rezoning Approval at the above-referenced property by applicant Young Development, represented by Sean Hopkins,

WHEREAS, the Village Board referred the rezone to the Planning Commission for review, comment, and recommendation, and the Planning Commission resolution, recommending site plan approval, with findings and conditions; and

WHEREAS, the Village's SEQRA Intake Committee considered the application and reviewed Part 1 of the Short Environmental Assessment Form submitted by the applicant and completed Part 2 and Part 3 thereof on behalf of the Village, and it was the recommendation of the SEQRA Committee and approved by the Village Board as a Negative Declaration, including that the proposed development plan is a Unlisted Action and would have no significant environmental impact; and

WHEREAS, the Village Board at a public meeting reviewed and considered further the comments and all written materials submitted by the applicant and all other information and recommendations before the Board, including minutes of prior Village Board meetings and the recommendations from the SEQRA Intake Committee and Planning Commission, and the referral and response from the Erie County Division of Planning declaring: No Recommendation; proposed action has been reviewed and determined to be of local concern; and

WHEREAS, the Village Board received and considered the Site Plan, the above-referenced upgrades, and any and all amendments thereof; and

WHEREAS, the Village Board has separately considered the environmental impacts of the project, declared itself Lead Agency and issued a Negative Declaration of environmental significance, with the proposal classified as a Unlisted Action.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board as follows:

1. The Findings of Fact of the SEQRA Intake Committee, the resolution with findings of the Planning Commission, and the site plan application, all information included in the minutes taken in relation to the above-mentioned Village Board and Planning Commission meetings, are herein incorporated by reference, including the following findings of the Planning Commission:

Findings:

- i. As proposed, the project is inconsistent with the current Comprehensive Plan for the Village of East Aurora.
- ii. The proposed use is not inconsistent with certain surrounding land uses in the vicinity of the project site.
- iii. The applicant is willing to accept legally binding restrictions limiting the property exclusively to the proposed senior housing subdivision, including the incorporation of a reversion clause.
- iv. While the project would benefit the applicant, the applicant has demonstrated through a market study that there is a need for market-rate senior housing in the area.
- v. The applicant has proposed market-rate senior housing and has not proposed affordable housing, workforce housing, public amenities, or other community benefits tied specifically to the requested rezoning.
- vi. The parcel could potentially be developed more consistently with its current zoning designation as an office or medical park; however, the agent for API Delevan stated that there is limited

market demand for such uses.

- vii. The Town's recently completed Comprehensive Plan prioritizes general residential (GR) development in the areas that are already served by sanitary sewers, while also noting that few such sites in the Town are suitable for developments of this size.
 - viii. The applicant has demonstrated that adequate downstream sanitary sewer capacity exists to serve the proposed development.
 - ix. The applicant has determined that the proposed project will have only a minor impact on traffic.
 - x. The proposed project is consistent with the Comprehensive Plan in that it would increase the variety of housing types available within the Village.
 - xi. The proposed project is viewed as better addressing the Village's current housing needs than the uses permitted under the current zoning designation.
- Conditions:
- xii. The project shall be limited exclusively to market-rate senior housing for residents aged 55 and older.
 - xiii. Condition 1 shall be incorporated as a deed restriction on the property.
 - xiv. A reversion clause shall be included in the deed providing that the property shall revert to its current zoning classification if the preceding conditions are not satisfied.

2. The Resolution of the Village Board considering the environmental impacts of the project and the issuance of a Negative Declaration of Environmental Significance is incorporated herein by reference.

3. The Rezoning relating to the proposed project at 270 Quaker Road, East Aurora, New York, wherein the applicant proposes to rezone from General Manufacturing (GM) to General Residential (GR) for development as a senior housing project for individuals age 55 and older, as detailed on documents submitted with the revised application dated January 23, 2026, is hereby approved and is subject to the following additional conditions:

a.

4. The resolution is effective immediately, approving the issuance of a development and construction permit as hereinbefore set forth, subject to compliance with all applicable federal, state, and local laws and codes.

The foregoing resolution was duly made by Trustee _____ and seconded by Trustee

_____ and carried on June 15, 2026.

**Resolution of the Village of East Aurora of a Determination of Non-Significance
Pursuant to the State Environmental Quality Review Act (SEQRA) in the matter of
the Minor Subdivision Application for 270 Quaker Road, to subdivide approximately
11.05 acres from the existing 15.40-acre parcel**

WHEREAS, the applicant has filed Part 1 of the Short Environmental Assessment Form (SEAF) with this Board, a copy of which is included by reference and made a part hereof, relating to the proposed project at 270 Quaker Road, East Aurora, New York, wherein the applicant, Young Development, and

WHEREAS, the Village Planning Commission, after carefully and fully reviewing the application, including the Subdivision attached thereto, with any and all amendments and modifications, and considering comments and documentation presented for and against the project, voted in the majority recommending approval, with findings; and

WHEREAS, the Village SEQRA Intake Committee carefully and fully reviewed Part 1 of the SEAF submitted by applicants, including the Subdivision attached thereto, and the above-referenced amendments and modifications; and

WHEREAS, the Village SEQRA Intake Committee, after its review of the above, prepared Parts 2 and 3 of the SEAF with a recommendation of the issuance of the Negative Declaration of Environmental Significance for submission to, and consideration by, the Village Board; and

WHEREAS, the Village Board of Trustees, upon taking an independent hard look and reasoned evaluation of the above-referenced information, comments and written documentation, including, but not limited to, Part 1 of the SEAF; comments, recommendations, findings and conditions of the Planning Commission, the Subdivision and the recommendation of the SEQRA Intake Committee and that Committee's completed Parts 2 and 3 of the SEAF concerning the potential environmental impacts of the project; all of which are incorporated by reference herein; and

WHEREAS, the Village Board, upon carefully and fully reviewing all the information, comments and written documentation in regard to the project, made a finding that there are no significant environmental impacts.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of East Aurora as Lead Agency has determined that the proposed action described in the SEAF, submitted by the applicants, for the subdivision proposed to subdivide approximately 11.05-acres from the existing 15.40-acre parcel at 270 Quaker Road, as detailed in the revised Subdivision Application dated January 23, 2026, is classified as an Unlisted Action and therefore issues a Negative Declaration, that this development will not have a significant environmental impact and a Draft Environmental Impact Statement will not be required nor prepared.

The foregoing resolution was duly made by Trustee _____ and seconded by Trustee

_____ and carried on June 15, 2026.

**Resolution of the Village Board of East Aurora Approving
The Subdivision Application for 270 Quaker Road, applicant Young Development, to
subdivide approximately 11.05 acres from the existing 15.40-acre parcel.**

WHEREAS, a revised application dated January 23, 2026, has been submitted for Subdivision Approval at the above-referenced property by applicant Young Development, represented by Sean Hopkins,

WHEREAS, the Village Board referred the subdivision to the Planning Commission for review, comment, and recommendation, and the Planning Commission resolution, recommending site plan approval, with findings and conditions; and

WHEREAS, the Village's SEQRA Intake Committee considered the application and reviewed Part 1 of the Short Environmental Assessment Form submitted by the applicant and completed Part 2 and Part 3 thereof on behalf of the Village, and it was the recommendation of the SEQRA Committee and approved by the Village Board as a Negative Declaration, including that the proposed development plan is a Unlisted Action and would have no significant environmental impact; and

WHEREAS, the Village Board at a public meeting reviewed and considered further the comments and all written materials submitted by the applicant and all other information and recommendations before the Board, including minutes of prior Village Board meetings and the recommendations from the SEQRA Intake Committee and Planning Commission, and the referral and response from the Erie County Division of Planning declaring: No Recommendation; proposed action has been reviewed and determined to be of local concern; and

WHEREAS, the Village Board received and considered the Subdivision, the above-referenced upgrades, and any and all amendments thereof; and

WHEREAS, the Village Board has separately considered the environmental impacts of the project, declared itself Lead Agency and issued a Negative Declaration of environmental significance, with the proposal classified as an Unlisted Action.

NOW, THEREFORE, BE IT RESOLVED, by the Village Board as follows:

1. The Findings of Fact of the SEQRA Intake Committee, the resolution with findings of the Planning Commission, and the site plan application, all information included in the minutes taken in relation to the above-mentioned Village Board and Planning Commission meetings, are herein incorporated by reference, including the following findings of the Planning Commission:

Findings:

- i. As proposed, the project is inconsistent with the current Comprehensive Plan for the Village of East Aurora.
- ii. The proposed use is not inconsistent with certain surrounding land uses in the vicinity of the project site.
- iii. The applicant is willing to accept legally binding restrictions limiting the property exclusively to the proposed senior housing subdivision, including the incorporation of a reversion clause.
- iv. While the project would benefit the applicant, the applicant has demonstrated through a market study that there is a need for market-rate senior housing in the area.
- v. The applicant has proposed market-rate senior housing and has not proposed affordable housing, workforce housing, public amenities, or other community benefits tied specifically to the requested rezoning.
- vi. The parcel could potentially be developed more consistently with its current zoning designation as an office or medical park; however, the agent for API Delevan stated that there is limited market demand for such uses.

- vii. The Town's recently completed Comprehensive Plan prioritizes general residential (GR) development in the areas that are already served by sanitary sewers, while also noting that few such sites in the Town are suitable for developments of this size.
 - viii. The applicant has demonstrated that adequate downstream sanitary sewer capacity exists to serve the proposed development.
 - ix. The applicant has determined that the proposed project will have only a minor impact on traffic.
 - x. The proposed project is consistent with the Comprehensive Plan in that it would increase the variety of housing types available within the Village.
 - xi. The proposed project is viewed as better addressing the Village's current housing needs than the uses permitted under the current zoning designation.
- Conditions:
- xii. The project shall be limited exclusively to market-rate senior housing for residents aged 55 and older.
 - xiii. Condition 1 shall be incorporated as a deed restriction on the property.
 - xiv. A reversion clause shall be included in the deed providing that the property shall revert to its current zoning classification if the preceding conditions are not satisfied.
2. The Resolution of the Village Board considering the environmental impacts of the project and the issuance of a Negative Declaration of Environmental Significance is incorporated herein by reference.
 3. The Subdivision relating to the proposed project at 270 Quaker Road, East Aurora, New York, wherein the applicant proposes to subdivide approximately 11.05 acres from the existing 15.40-acre parcel, as detailed on documents submitted with the application, is hereby approved and is subject to the following additional conditions:
 - a.

 4. The resolution is effective immediately, approving the issuance of a development and construction permit as hereinbefore set forth, subject to compliance with all applicable federal, state, and local laws and codes.

The foregoing resolution was duly made by Trustee _____ and seconded by Trustee _____ and carried on June 15, 2026.