

AGENDA
Village Board of East Aurora
November 21, 2022 Regular Meeting at 7 p.m.

1. CALL MEETING TO ORDER

- A. Pledge of Allegiance
- B. Roll Call
- C. Approval of Minutes of Village Board Meeting for November 7, 2022
- D. Approval of Payment of Abstract for 11/21/22 for Voucher Nos. 62885 to 62929 for a total of \$654,681.38

2. SPEAKERS & COMMUNICATIONS (I)

- A. Discussion on E. Filmore Bridge Project

3. PUBLIC HEARINGS

4. OFFICIAL CONSIDERATIONS

- A. Permission for the Mayor to Sign a Service Contract with Ricoh for a new black and white copier for \$162 per year for the DPW
- B. Permission for the Mayor to Sign a Contract with Wendel for service and equipment added to the Village GIS system
- C. Approve Declaring Equipment as Surplus Property for the DPW
- D. Consideration to Appoint Haley Steer as Part-Time Public Safety Dispatcher starting on or after November 22, 2022.

5. NEW BUSINESS

6. SPEAKERS & COMMUNICATIONS (II)

7. DEPARTMENT HEAD REPORT

- A. Safety Committee – Report on request for STOP Sign at Girard and S. Grove

8. ADJOURNMENT

**VILLAGE OF EAST AURORA
VILLAGE BOARD MEETING
November 7, 2022 –7:00 PM**

Present:

Deputy Mayor Scheer
Trustee Lazickas
Trustee Cameron
Trustee Viger
Trustee Flynn
Trustee Kimmel-Hurt
Mayor Mercurio

Absent:

Also Present:

Shane Krieger, Chief of Police
Matthew Hoeh-DPW Superintendent
Maureen Jerackas, Clerk Treasurer
Cathie Thomas, Village Administrator
Elizabeth Cassidy, Code Enforcement Officer
Chris Trapp, Village Attorney
Bob Pierce, Deputy Village Attorney
Jessica Taneff, Village Deputy Clerk
20 Members of the public
East Aurora Advertiser

A Motion by Trustee Kimmel-Hurt to approve the Village Board minutes for October 17, 2022, seconded by Trustee Flynn and carried by unanimous approval.

Trustee Cameron moved to approve the Payment of Abstract for 10/17/22 for Voucher Nos. 62809 to 62884 for a total of \$259,476.22, seconded by Trustee Viger and carried by unanimous approval.

PROCLAMATION

- The Mayor presented Gary Grote with a Proclamation for the last 30 years as the Executive Director for the Chamber of East Aurora.
 - Gary Grote introduced Victoria as the new Executive Director for the Chamber of EA

SPEAKERS & COMMUNICATIONS (I)

- Luke Wochensky-105 S Grove St- was there if the Board had any questions regarding the bridge construction on E. Fillmore. The Town has the 900k for the

two-lane bridge, or if the DOT says it will not happen, they could try to go down to a one lane road and then the Town would have to figure out the cost. The Town of Aurora has joined the Village as a Climate Smart Community and is asking if the Village would like to unite with the Town. Lastly, Mr. Wochensky thanked the Village for approving Code Red and invited the Board to trainings.

- Sarah Morning-336 S Park Pl-spoke about her children and their food allergies and having to call emergency services this year. The police and fire department were at her house within minutes, but the ambulance did not arrive until 12 minutes after. She is asking if the Village can provide epi-pens to all police vehicles along with training for all police officers to administer the epi-pens to those in anaphylactic shock.
- Chief Krieger responded about Ms. Morning's concerns and said he spoke to the Fire Chief. The fly EMT vehicle and two other fire trucks have the epinephrine. Chief Krieger says it is redundant to have the Police to have this training since the Fire Dept. is there within the same time as Police and they are already trained in administering this. Chief Krieger will look into how much further training will cost.

PUBLIC HEARINGS

- A Motion by Trustee Lazickas, to open the Public Hearing at 7:28pm to consider the Special Use Permit Application from William Marusza for 71 Pine/70 Church for the Muse Jar retail business, seconded by Trustee and carried with unanimous approval.
 - William Marusza- the project is to restore a significant structure, which once was Fisher Price. Present use has been used just for storage and the plan is to utilize the existing building and parking spot. Muse Jar is such use of user friendly in a neighborhood and the majority is pedestrian walkup and children riding their bikes. Evening classes will not go longer than 8:30pm and the earliest class is 10:00am and days are Wednesday through Sunday. The lighting will be directed lighting to the entryways and parking lot so it will not project into neighbor's yards.
 - Colleen Scott-58 Pine St.-live across from the location. Wants to know restrictions regarding signage and lighting during and after business hours. Is asking the Board to put in restrictions.

Motion by Trustee Flynn to close the public hearing at 7:36 pm, seconded by Trustee Viger and carried with unanimous approval.

- A Motion by Trustee Scheer, to open the Public Hearing at 7:37 pm to Review the Special Use Permit issued to Rookies Sports Bar & Grill at 701 Main Street, seconded by Trustee Kimmel-Hurt and carried with unanimous approval.
 - The Administrator said this has come about with continued issues of customers leaving Rookies. The Administrator and Chief Krieger spoke about the time of 2am that was approved originally when Rookie's first applied for their Special Use Permit and they are not complying and going past that time. Chief Krieger

said within the past year, there have been 18 calls regarding fights, disturbance calls, EMT calls and welfare checks all between the hours of 2-5am.

- Mike Martinez-701 Main St- they have tried to be proactive, and they have changed their hours to close at 2am. The Administrator corrected them about the hours that they had been approved for. Chief Krieger recommended Rookie's purchase a machine to validate ID's and he will reach out to SLA for their recommendation on the best machine to purchase. Chief Krieger did agree the calls have slowed down since Rookie's changed to closing at 2am.
- Sarah Eschborn-707 Main St-next door to Rookies. Upon reopening, they had a conversation with Mr. Martinez and appreciate them cleaning up outside after hours. The closed off parking lot has helped with issues. She is in support of Rookies.
- Glen Miller-695 Main St- opposite side of Rookies. Has tried to be neighborly but wants this to stop and there are people still parking in the closed lot. Chief Krieger told Mr. Miller to call the Officers if they need the cars towed and they will.
- Joseph White-695 Main St-don't want to deal with the patrons and when they call the Police, there doesn't seem to be the right code for the tickets being written. Chief Krieger will take care of that. The Mayor told the White's to just call the police when there is an altercation, instead of trying to deal with it themselves.
- Mr. Martinez- told the White's he would buy the lot from them.

Motion by Trustee Lazickas to close the public hearing at 8:18 pm, seconded by Trustee Kimmel-Hurt and carried with unanimous approval.

OFFICIAL CONSIDERATIONS

- **An Application of a Request for a Special Use Permit, received by the Office of the Village Clerk on September 13, 2022, is hereby:**

A motion by Trustee Kimmel-Hurt to

APPROVE or as submitted, for applicant William Marusza for establishment of The Muse Jar retail and instruction art business to be located at 71 Pine/70 Church Streets.

The Village Board shall serve as the Lead Agency for purposes of the State

Environmental Quality Review Act (SEQRA). A Negative Declaration is made under SEQRA and said application is determined to be an Unlisted Action. This application was reviewed by the Village Planning Commission and received a positive recommendation to be approved by the Village Board, along with findings (and no conditions) which are incorporated herein by reference. If approved, the following additional language should be part of the approval: 1. No exterior pole lighting

Should any part of the application and Special Use Permit approval be in conflict with any segment of the underlying Village Code (i.e., Zoning, etc.), adherence shall be with the Village Code provisions. The Village shall have the right to periodically inspect the property for compliance with the Village Code, the Special Use Permit and its conditions.

The nature, duration and intensity of the operations which are involved in, or conducted in connection with, this Special Use Permit shall not be increased or expanded without the approval of the Village Board. Any increase or expansion shall be considered at a public hearing held in accordance with the application requirements and administrative procedures which have been adopted by the Village Board. This Special Use Permit shall expire if significant construction has not been commenced within one year, and has not been completed within two years, of final Special Use Permit approval or, if no construction is involved, if the use has not been commenced within one year of final Special Use Permit approval. This Special Use Permit shall expire if the use, once begun, ceases operation, for any reason, for more than six consecutive months. For seasonal uses, the use will be considered ceased if there is no operation for at least 12 consecutive months. This Special Use Permit may be revoked by the Village Board if it is found and determined that there has been a material failure of compliance with any one of the terms, conditions, limitations or requirements imposed by the Special Use Permit. Revocation may also occur in the event of Village Code violations occurring at the property. The Village Board shall hold a public hearing to consider whether or not the Special Use Permit grantee has violated the terms and conditions of the Special Use Permit or if any Village Code violations have occurred. The public hearing shall be held only after the permit grantee has been notified. Notice of the violations and of the date, place and time of the public hearing shall be mailed to the Special Use Permit grantee by certified mail, return receipt requested, directed to the last known address of the permit grantee, and seconded by Trustee Viger and unanimously carried.

- **Determination concerning the Special Use Permit issued to Rookies Sports Bar & Grill at 701 Main Street-** self impose 2am closing time and Chief Krieger will get the SLA recommendation of the machine for ID's, lighting and policing of patrons and additional property owners will bring their complaints directly to the EAPD.
- Mayor Mercurio, Appointed Susan Russell as a member of the Zoning Board of Appeals for a term to end the first Monday in April 2027, and unanimously approved.
 - Susan Russell-spoke with most of current ZBA members and has started some training and is looking forward to being part of the ZBA.
- A Motion by Trustee Cameron, to Approve the Waiver for the 30-day period for the State to issue a Liquor License to LD Station, Inc., d/b/a Lucky Day Station at 27 Riley Street, seconded by Trustee Lazickas, and unanimously approved.
- A Motion by Trustee Lazickas, to Schedule a Public Hearing on December 5th to consider the Site Plan Application for Jonathan Bierl of Custom Builders of WNY, agent for Andrea and Gregg Perry, to construct a single-family residence at 210 King Street, seconded by Trustee Kimmel-Hurt, and unanimously approved.

- A Motion by Trustee Lazickas, to Schedule a Public Hearing on December 19th to review the Special Use Permit issued to the Aurora Cider House at 198 Main Street, seconded by Trustee Cameron, and unanimously approved.
 - CEO Cassidy said their permit is only for interior use and has been expanding over the past year to outside. There have been multiple requests for them to revise their SUP for outdoor activities as soon as possible and they have not responded, so this is the next step.
- A Motion by Trustee Kimmel-Hurt, to Approve a Temporary use permit for the Caroler 5 K – Dan/Anne Horan to be held December 17, 2022, at 10AM. seconded by Trustee Viger, and unanimously denied.
 - Dan Horan-Caroler 5k- Brought to his attention regarding the course and this year they are trying to move the course north so that it does not cross Main St. They could have up to 360 cones to make it safer along with the volunteer Fire Company and Police Dept. Mr. Horan spoke of the new course that he just submitted. Chief Krieger said in previous year he has been against this race due to the time of year and weather and EAPD does not have the staff to make this race happen safely. He does not feel comfortable regarding this race without completely shutting down roads and has spoken to his other Lt. and Fire Dept. and all agree it is not the right time of year for this event. The Caroler 5k would still need a permit from the Town of Aurora. They will be donating a portion of the money to FISH and the East Aurora's Boys Volleyball. Chief Krieger had recommended they look into doing the race at Knox Park. Mr. Horan could present something further at the next meeting.
- A Motion by Trustee Cameron, to Approve a Temporary use permit for the Carolcade – EA Chamber December 17, 2022, at 6:30pm, seconded by Trustee Kimmel-Hurt, and unanimously approved.
- A Motion by Trustee Lazickas, to give Permission to advertise a bid for the Aurora Player's Roof, seconded by Trustee Scheer, and unanimously approved.
 - This was bided before and there was not a good response, so trying to get a new better bid price.
- **Return of Unpaid 2022-2023 Village Taxes**
Trustee Kimmel-Hurt offered the following resolution and moved for its adoption:
WHEREAS the Board of Trustees of the Village of East Aurora levied real property taxes against all assessable real property in the Village to meet local government requirements for the 2022-2023 fiscal year, and
WHEREAS the Village Clerk Treasurer of the Village of East Aurora has submitted a list of unpaid Village taxes for said year after servicing actions, and

WHEREAS the Village of East Aurora desires the Erie County Department of Real Property Tax Services to enforce the collection of delinquent Village taxes,

NOW THEREFORE BE IT RESOLVED that the attached list of delinquent real property taxes, representing Thirty - One (31) parcels and totaling \$39,755.78 without penalties (\$42,998.14 with penalties) be submitted to the Erie County Department of Real Property Tax Services for relevy and subsequent reimbursement to the Village of East Aurora. The foregoing resolution was seconded by Trustee Flynn and unanimously carried.

- **20221107**

Nov. 7, 2022

APRA FUND SPENDING PLAN-2

Trustee Cameron made the following motion and moved for its adoption:

WHEREAS, Village of East Aurora received funds from the American Rescue Plan Act

WHEREAS, these funds are less than the standard 10 million dollars

WHEREAS, there are specific requirements on how these funds are to be spent for the good of the community

WHEREAS, the Hamlin park bathrooms in the little loop building needs to be repaired and updated for ADA Compliance for safety and the enjoyment of our residents.

NOW THEREFORE, BE IT RESOLVED, that the Village of East Aurora hereby approves spending the APRA Funds on this project following the Village of East Aurora Purchasing policy.

The motion was seconded by Trustee Kimmel-Hurt and unanimously approved.

- **MODIFY 2022/2023 BUDGET**

November 7, 2022

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

BE IT RESOLVED, the Clerk – Treasurer is hereby authorized to modify the 2022/2023 Budget in the following manner:

Revenue – Other Federal AID (ARPA) – 4-4089.1000 - \$ 35,000

Expenditures – Playground & Recreation maintenance and repair 7140.0420 - \$ 35,000 for the purpose of allocating ARPA funds to the corresponding GLs for approved park projects.

Revenue – Unclassified – 4-2770 - \$ 100.00

Expenditures – Police Training Travel and Dues 5-3120-0440 - \$ 100.00

for the purpose of allocating a donation to the corresponding GLs for police training.

The following resolution was seconded by Trustee Kimmel-Hurt and unanimously approved.

- **RESOLUTION DESIGNATING POLLING PLACE AND HOURS POLLS ARE OPEN**

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

WHEREAS, the next General Election for officers in the Village of East Aurora, New York, will be held on Tuesday, March 21, 2023 and

WHEREAS, Section 15-104 (3) (b) of the Election Law of the State of New York states that the Village Board of Trustees must designate by Resolution the polling place in each election district, and the hours during which polls are open.

NOW, THEREFORE, BE IT RESOLVED:

- 1) That the one (1) polling place in the Village of East Aurora will be in the East Aurora Municipal Center, 575-585 Oakwood Ave, East Aurora, New York 14052; and

- 2) Polls will be open for the General Village Election to be held on Tuesday, March 21, 2023, between the hours of 12 noon and 9:00 pm.

The foregoing resolution was duly seconded by Trustee Kimmel-Hurt and unanimously adopted.

NEW BUSINESS - None

SPEAKERS & COMMUNICATIONS (II)

- Colleen Scott-15 Pine St.-pursuant to murals on buildings, are there any restrictions. The Village Board would have to approve that. CEO Cassidy has already had this conversation with Muse Jar.

DEPARTMENT HEAD AND TRUSTEE REPORTS

- Police Chief – nothing to report
- DPW Superintendent – nothing to report
- CEO – Reiterated email about Walnut St and they will begin stripping soil and permits will be issued this week, and then drainage project will start. Refer any complaints from residents to her office
- Clerk-Treasurer – nothing to report
- Village Administrator – Village's 150th anniversary is in 2024 and need to start thinking by end of the year of putting a committee together. Has spoken to the Historian who would be on the Committee, and they would approach the Historical Society.
- Trustee Cameron – nothing to report
- Trustee Kimmel-Hurt – nothing to report
- Trustee Viger – nothing to report
- Trustee Flynn- nothing to report
- Trustee Lazickas – nothing to report
- Trustee Scheer – nothing to report
- Mayor Mercurio- Holiday Committee is town two members but he has a group of Girl Scout's coming this Saturday at 10am, but if anyone has anyone who wants to come help, spread the word.

EXECUTIVE SESSION

A Motion was made by Trustee Cameron to enter into Executive Session to discuss collective bargaining and personnel matters at 9:06 pm. Seconded by Trustee Lazickas and unanimously carried.

A Motion was made by Trustee Cameron to end Executive Session at 9:39 pm. Seconded by Trustee Lazickas and unanimously carried.

ADJOURNMENT

A Motion was made by Trustee Kimmel-Hurt to adjourn the meeting at 9:39pm. Seconded by Trustee Viger and unanimously carried.

Respectfully submitted,

Jessica Taneff
Deputy Clerk



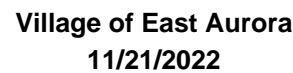
Village of East Aurora
11/21/2022

Bank Name	Voucher No	Vendor Name	Invoice Date	Invoice No	Invoice Amt	Invoice Description	Fiscal Year	Period	Due Date	Check No	Check Date
00100											
			Line Number	Detail Description	Account Number	Account Description		Detail Amount	PO Number	PO Date	
			1	bobcat trade in balances- T4 skidsteer and T4 Bobcat compact track loader	F.5.8340.0200	TRANSMISSION AND DISTRIBUTION - EQUIPMENT		\$9,493.05			
			2	bobcat trade in balances- T4 skidsteer and T4 Bobcat compact track loader	A.5.5110.0200	STREET MAINTENANCE - EQUIPMENT		\$5,106.79			
Total vouchers for CLARK EQUIPMENT COMPANY: 1					\$14,599.84						
BANK OF HOLLAND GEN CHECK - 00100	62895	CLEAN MD COMMERCIAL CLEANING INC.	11/09/2022	13694	\$586.51	EAFD Monthly cleaning for 10/10-11/9/22	2023	6	11/21/2022		
			Line Number	Detail Description	Account Number	Account Description		Detail Amount	PO Number	PO Date	
			1	EAFD Monthly cleaning for 10/10-11/9/22	A.5.3410.0470	FIRE DEPARTMENT - JANITORIAL SUPPLIES		\$586.51			
Total vouchers for CLEAN MD COMMERCIAL CLEANING INC.: 1					\$586.51						
BANK OF HOLLAND GEN CHECK - 00100	62899	CORR DISTRIBUTORS, INC.	10/28/2022	082222	\$590.64	Janitorial supplies for police station	2023	6	11/21/2022		
			Line Number	Detail Description	Account Number	Account Description		Detail Amount	PO Number	PO Date	
			1		A.5.1620.0470	BUILDINGS - DEPARTMENTAL SUPPLIES		\$590.64	2023000173	10/25/2022	
Total vouchers for CORR DISTRIBUTORS, INC.: 1					\$590.64						
BANK OF HOLLAND GEN CHECK - 00100	62901	COUNTY LINE STONE	10/31/2022	148282/147845	\$1,116.98	October 2022	2023	6	11/21/2022		
			Line Number	Detail Description	Account Number	Account Description		Detail Amount	PO Number	PO Date	
			1	October 2022	A.5.5110.0420	STREET MAINTENANCE - ROAD MATERIALS		\$1,116.98			
Total vouchers for COUNTY LINE STONE: 1					\$1,116.98						
BANK OF HOLLAND GEN CHECK - 00100	62896	ERIE COUNTY COMPTROLLER	11/09/2022	1800069469	\$1,126.91	NATIONAL FUEL GAS & TRANSPORTATION CHARGES for Oct. 22	2023	6	11/21/2022		
			Line Number	Detail Description	Account Number	Account Description		Detail Amount	PO Number	PO Date	
			1	571 MAIN ST VILLAGE HALL 3384-370	A.5.1620.0432	BUILDINGS - GAS		\$279.63			



Village of East Aurora
11/21/2022

Bank Name	Voucher No	Vendor Name	Invoice Date	Invoice No	Invoice Amt	Invoice Description	Fiscal Year	Period	Due Date	Check No	Check Date
			2	400 PINE STREET DPW 3013-452	A.5.1640.0432	CENTRAL GARAGE - GAS		\$325.59			
			3	575 OAKWOOD AVE FIRE DEPT 3348-880	A.5.3410.0432	FIRE DEPARTMENT - GAS		\$0.00			
			4	600 PINE ST OLD WATER PLANT 3013-451	F.5.1620.0432	BUILDINGS - GAS		\$38.34			
			5	33 CENTER ST NEW FIRE HALL 7467-613	A.5.3410.0432	FIRE DEPARTMENT - GAS		\$425.18			
			6	218 S. Grove; Acct. #8845-837	A.5.7140.0432	PLAYGROUNDS & RECREATION CTRS. - GAS		\$58.17			
Total vouchers for ERIE COUNTY COMPTROLLER: 1					\$1,126.91						
BANK OF HOLLAND GEN CHECK - 00100	62898	ERIE COUNTY PUBLIC HEALTH LAB	10/27/2022	10220045	\$905.00	September 2022 Water Testing and copper/lead testing	2023	6	11/21/2022		
		Line Number	Detail Description		Account Number	Account Description		Detail Amount	PO Number	PO Date	
		1			F.5.8340.0490	TRANSMISSION AND DISTRIBUTION - WATER TESTING/CHEMICALS		\$905.00	2023000106	09/26/2022	
Total vouchers for ERIE COUNTY PUBLIC HEALTH LAB: 1					\$905.00						
BANK OF HOLLAND GEN CHECK - 00100	62910	HAMBURG OVERHEAD DOOR	08/16/2022	499508	\$99.00	EAFD door repairs	2023	6	11/21/2022		
		Line Number	Detail Description		Account Number	Account Description		Detail Amount	PO Number	PO Date	
		1			A.5.3410.0420	FIRE DEPARTMENT - DEPARTMENT SUPPLIES		\$99.00	2023000128	08/22/2022	
Total vouchers for HAMBURG OVERHEAD DOOR: 1					\$99.00						
BANK OF HOLLAND GEN CHECK - 00100	62908	KURK FUEL COMPANY	11/08/2022	632547	\$8,380.09	diesel fuel 9/28/22-11/8/22	2023	6	11/21/2022		
		Line Number	Detail Description		Account Number	Account Description		Detail Amount	PO Number	PO Date	
		1	DPW 1449.583 x 4.9704		A.5.1640.0450	CENTRAL GARAGE - GASOLINE, OIL & GREASE		\$7,205.00			
		2	Fire 236.417 x \$4.9704		A.5.3410.0450	FIRE DEPARTMENT - GASOLINE, OIL & GREASE		\$1,175.09			
Total vouchers for KURK FUEL COMPANY: 1					\$8,380.09						
BANK OF HOLLAND	62907	NOCO ENERGY CORP.	11/08/2022	SP12454849	\$9,018.25	Unleaded fuel from 9/26/22-11/8/22	2023	6	11/21/2022		

11/17/2022



Village of East Aurora
11/21/2022

Bank Name	Voucher No	Vendor Name	Invoice Date	Invoice No	Invoice Amt	Invoice Description	Fiscal Year	Period	Due Date	Check No	Check Date
GEN CHECK - 00100											
		Line Number	Detail Description		Account Number	Account Description		Detail Amount	PO Number	PO Date	
		1	vehicle modifications for asst chief Denz		A.5.3410.0460	FIRE DEPARTMENT - VEHICLE MAINTENANCE & PARTS		\$7,440.89			
Total vouchers for SAIA COMMUNICATIONS, INC.: 1					\$7,440.89						
BANK OF HOLLAND GEN CHECK - 00100	62905	Thomas, Cathie	11/15/2022	Mileage reimbursement	\$59.38	Reimbursement for C. Thomas to Municipal Administrative Officers Assoc.	2023	6	11/21/2022		
		Line Number	Detail Description		Account Number	Account Description		Detail Amount	PO Number	PO Date	
		1	Reimbursement for mileage and lunch cost for C. Thomas to Municipal Administrative Officers Assoc.		A.5.1325.0403	VILLAGE ADMINISTRATOR - OFFICE SUPPLIES		\$59.38			
Total vouchers for Thomas, Cathie: 1					\$59.38						
BANK OF HOLLAND GEN CHECK - 00100	62897	TRI-R MECHANICAL SERVS.	10/31/2022	76987	\$173.80	Quarterly maintenance inspection of heating/cooling unit at 571 main st	2023	6	11/21/2022		
		Line Number	Detail Description		Account Number	Account Description		Detail Amount	PO Number	PO Date	
		1	Quarterly maintenance inspection of heating/cooling unit at 571 main st		A.5.1620.0420	BUILDINGS - MAINTENANCE & REPAIRS		\$173.80			
Total vouchers for TRI-R MECHANICAL SERVS.: 1					\$173.80						
BANK OF HOLLAND GEN CHECK - 00100	62921	UNITED UNIFORM COMPANY	11/21/2022	IO21-410771	\$12.00	PO Longboat Tie	2023	6	11/21/2022		
		Line Number	Detail Description		Account Number	Account Description		Detail Amount	PO Number	PO Date	
		1	PO Longboat Tie reissue		A.5.3120.0480	POLICE DEPARTMENT - UNIFORMS, BODY ARMOR		\$12.00			
BANK OF HOLLAND GEN CHECK - 00100	62926	UNITED UNIFORM COMPANY	11/21/2022	IO21-410124	\$549.77	Body Armor O'Brien	2023	6	11/21/2022		
		Line Number	Detail Description		Account Number	Account Description		Detail Amount	PO Number	PO Date	
		1	Body Armor O'Brien		A.5.3120.0480	POLICE DEPARTMENT - UNIFORMS, BODY ARMOR		\$782.43			
		2	credit from overpayment on 2/28/22 w/		A.5.3120.0480	POLICE DEPARTMENT - UNIFORMS,		(\$232.66)			



Village of East Aurora
11/21/2022

Bank Name	Voucher No	Vendor Name	Invoice Date	Invoice No	Invoice Amt	Invoice Description	Fiscal Year	Period	Due Date	Check No	Check Date
				2	716-652-6057 DPW	A.5.1490.0434					
				3	716-N73-1487 Data Private Line Between Village Hall & DPW	A.5.1490.0434					
				4	716-652-111 Police	A.5.3120.0434					
				5	716-N73-1438 Radio Transmitter Police Station to Boces/Ormsby Center (1010 Center St.)	A.5.3120.0434					
				6	716-652-0319 Fire Hall Elevator (33 Center St)	A.5.3410.0434					
				7	652-0893 Elevator; 655-6086 Fire alarm	A.5.3120.0434					
Total vouchers for Verizon-Local Svc.: 1					\$356.80						
BANK OF HOLLAND GEN CHECK - 00100	62925	W.B. MASON CO., INC.	11/21/2022	234043696, CM1356479	\$23.94	water & deposit Order number S129467251, 11/4/22	2023	6	11/21/2022		
				Line Number	Detail Description	Account Number	Account Description	Detail Amount	PO Number	PO Date	
				1	Order number S129467251, 11/4/22	A.5.3120.0420	POLICE DEPARTMENT - MAINT. SERVICE CONTRACTS	\$11.97			
				2	Order number S129467251, 11/4/22	A.5.3420.0420	POLICE & FIRE DISPATCH - MAINTENANCE/SERVICE CONTRACTS	\$11.97			
Total vouchers for W.B. MASON CO., INC.: 1					\$23.94						
BANK OF HOLLAND GEN CHECK - 00100	62924	WELCH, PATRICK	11/21/2022	10/11/22	\$77.00	Gas in patrol car	2023	6	11/21/2022		
				Line Number	Detail Description	Account Number	Account Description	Detail Amount	PO Number	PO Date	
				1	equipment taken to DCJS in Albany for calabration	A.5.3120.0440	POLICE DEPARTMENT - TRAINING, TRAVEL & DUES	\$77.00			
Total vouchers for WELCH, PATRICK: 1					\$77.00						
BANK OF HOLLAND GEN CHECK - 00100	62906	WNYNETWORKS	11/12/2022	4276	\$1,520.00	October IT Services.	2023	6	11/21/2022		
				Line Number	Detail Description	Account Number	Account Description	Detail Amount	PO Number	PO Date	
				1	IT Services for EAFD	A.5.3410.0420	FIRE DEPARTMENT - DEPARTMENT SUPPLIES	\$950.00			



Village of East Aurora
11/21/2022

Bank Name	Voucher No	Vendor Name	Invoice Date	Invoice No	Invoice Amt	Invoice Description	Fiscal Year	Period	Due Date	Check No	Check Date
BANK OF HOLLAND GEN CHECK - 00100	62918	WNYNETWORKS	2	October	IT Services for DPW	A.5.1490.0420	PUBLIC WORKS ADMINISTRATION - MAINTENANCE & REPAIRS	\$380.00			
			3	October	IT Services for VEA	A.5.1480.0410	PUBLIC INFO SERVICES - PUBLIC INFO: SUPPLIES, MAINT AGR, INTERNET, SERVER, GIS	\$95.00			
			4	October	IT Services for EAPD	A.5.3120.0420	POLICE DEPARTMENT - MAINT. SERVICE CONTRACTS	\$95.00			
				11/08/2022	4234	\$1,250.00	Yearly website hosting.	2023	6	11/21/2022	
</											



Village of East Aurora
11/21/2022

Posted Batch Totals

Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total	
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	Paid	Unpaid
A	GENERAL FUND	\$0.00	\$609,485.49	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$609,485.49
F	WATER FUND	\$0.00	\$45,195.89	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$45,195.89
Posted Batch Grand Totals		\$0.00	\$654,681.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$654,681.38



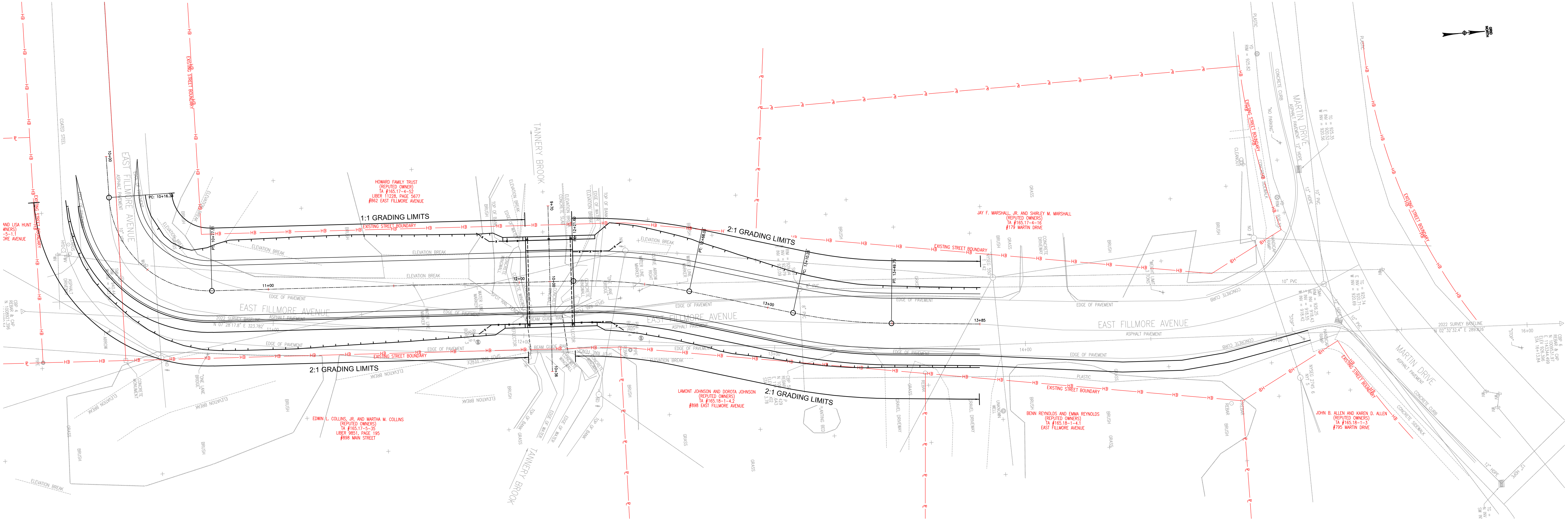
Village of East Aurora
11/21/2022

***** 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: _____



Ann Marie Matott
821 Martin Drive
East Aurora, NY 14052

October 18, 2022

Dear Village of East Aurora Board,

All of our families welcome a new sidewalk on East Fillmore Road. As pedestrians, we regularly use this route to navigate the village. We've all scrambled off road to save ourselves from distracted or speeding drivers attempting to navigate the sharp turn and steep incline near the bridge. The upcoming expansion project is a cost effective opportunity to improve the safety and continuity of our walkable village. A smart investment now can side step a preventable accident involving one of our collective 29 children listed below. Thank you for your time and dedication to our village.

Sincerely,


 Ann Marie Matott

The Matott Family, 821 Martin Drive

Mary, age 12

Ruby, age 9

Leo, age 6

 Valerie Bernys

The Bernys Family, 809 Martin Drive

Sammy, age 6

Wyatt, age 4

The Canaski Family, 789 Warren Drive

Grace, age 12

Noah, age 9

Kelly Canaski

Kelly Canaski

The Flattery Family, 829 Martin Drive

Milan, age 9

Kim Flattery

Kim Flattery

The Kassel Family, 94 Maryann Drive

Penelope, age 17 months

Holly Kassel

Holly Kassel

The Metz Family, 181 Stoneridge Court

Eleanor, age 13

Garrett, age 10

Levi, age 7

Theresa Metz

Theresa Metz

BRAD ROBBINS But 1 Kelli

The Robbins Family, 801 Martin Drive

Harper, age 6

River, age 4

Shannon M. Specht
~~Shannon M. Specht~~
Shannon M. Specht

The Specht Family, 125 Brooklea Dr

Maeve, age 10

Charlie, age 8

Tessa, age 6

Elizabeth Telben

The Telben Family, 153 Stoneridge Ct

Heather, age 12/

Michael, age 12/

The Ullery Family, 172 Stoneridge Ct

Meredith, age 5

James, age 2

Gabriel, age 1

Ullery

The Voigt Family, 804 Martin Drive

Haley, age 8

Hannah, age 5

Breanna n Voigt

/ Breanna Voigt

The Weatherbee Family, 800 Warren Drive

Lucas, age 5

Lilly, age 3

Dana Weatherbee
Dana Weatherbee

Bruce Wurst

The Wurster Family, 1200 Warren Dr

Zachary, age 11

Millie, age 7

Ellias, 8 months



ORDER AGREEMENT

Sales Type: CASH

ORDER AGREEMENT CONSISTS OF THIS PAGE AND THE TERMS AND CONDITIONS ATTACHED

EQUIPMENT BILL TO INFORMATION

Customer Legal Name: Village of East Aurora			Contact: Christine Cappola		
Address Line 1: 400 Pine St. Ext			Phone: (171)665-2605x7		
Address Line 2:			E-mail: christine.cappola@east-aurora.ny.us		
City: EAST AURORA			Fax:		
ST/Zip: NY/14052		County: ERIE			

Check all that apply:

- ☒ PO Included PO# 2023000198
- ☐ TS PO# (if applicable)
- ☒ Sales Tax Exempt (Attach Valid Exemption Certificate)
- ☐ Syndication
- ☐ Add to Existing Service Contract #:
- ☐ PS Service (Subject to and governed by additional Terms and Conditions)
- ☐ IT Service (Subject to and governed by additional Terms and Conditions)
- ☒ Fixed Rate Service Term 36 Months

SERVICE INFORMATION

SERVICE BILL TO INFORMATION

Customer Legal Name: Village of East Aurora			Contact: Christine Cappola		
Address Line 1: 585 OAKWOOD AVE			Phone: (171)665-2605x7		
Address Line 2:			E-mail: christine.cappola@east-aurora.ny.us		
City: EAST AURORA			Fax:		
ST/Zip: NY/14052-2353		County: ERIE			
Service Term (Months)	Base Billing Frequency		Overage Billing Frequency		Service Type
36 Months	ANNUALLY		ANNUALLY		GOLD

SHIP TO INFORMATION

Customer Name	Address Line 1 Address Line 2	City ST/Zip County	Contact	Phone E-mail Fax
VILLAGE OF EAST AURORA	400 PINE ST	EAST AURORA NY/14052-1838 ERIE	Christine Cappola	(171)665-2605x7 christine.cappola@east-aurora.ny.us

PRODUCT INFORMATION

Product Description	QTY	Service Level	Total B/W Allowance ANNUALLY	B/W Ovg	Total Color Allowance ANNUALLY	Color Ovg	Service Base ANNUALLY	Sell Price	Extended Sell Price
RICOH IM2500A CONFIGURABLE PTO MODEL	1	GOLD	18000	0.009	0	0	\$162.00	\$3,825.00	\$3,825.00

BASIC CONNECTIVITY / PS / IT Services Description	Quantity	Sell Price	Extended Sell Price
TS NETWORK & SCAN CONNECT - SEG 2	1	\$150.00	\$150.00



ORDER TOTALS		
Service Type Offerings:	Product Total:	\$3,825.00
Gold: Includes all supplies and staples. Excludes paper.	BASIC CONNECTIVITY / PS / IT Services :	\$150.00
Silver: Includes all supplies. Excludes paper and staples.	BuyOut After Promotions:	\$0.00
Bronze: Parts and labor only. Excludes paper, staples and supplies.	Grand Total: (Excludes Tax)	\$3,975.00
Additional Provisions: <i>Insert ANY additional provisions here</i>		

Accepted by Customer	Accepted: Ricoh USA, Inc.
Authorized Signature:	Authorized Signature:
Printed Name:	Printed Name:
Title:	Title:
Date:	Date:





Terms and Conditions for Order Agreement

These Terms and Conditions for Order Agreement (together with the Order (defined below), the “Agreement”) set forth the specific terms and conditions under which Ricoh USA, Inc. (“Ricoh”) agrees to sell the specific equipment, software, and/or hardware (“Products”) and/or provide the services (“Services”) identified on the order (in the form provided by Ricoh) attached to these Terms and Conditions for Order Agreement (the “Order”) to the “Customer” identified in the Order. To obtain Products and/or Services from Ricoh, Customer will execute the Order.

Terms applicable to Service transactions only:

1. **Services.** (a) An Order for Services must identify the specific Services to be performed, including, if applicable, the equipment to be serviced (the “Serviced Products”), the Term (defined in Section 3) of the Service engagement, the location at which Services shall be performed and the applicable Service Charges (defined in Section 4) for such Order. Ricoh will not be responsible to provide Services for Serviced Products in the event the Term and location(s) are not identified on the Order accepted by Ricoh.

(b) For maintenance and repair Services, Ricoh will repair or replace in accordance with the terms and conditions of this Agreement and the manufacturer’s specifications, any part of the Serviced Products that becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on an exchange basis and will be new, reconditioned or used. All parts removed due to replacement will become the property of Ricoh.

(c) The maintenance and repair Services provided by Ricoh under an Order will not include the following: (i) repairs resulting from misuse (including, without limitation, using unauthorized media, improper voltage, or the use of consumable or other supplies or media that do not conform to the manufacturer’s specifications) or the failure to provide, or the failure of, adequate electrical power, air conditioning, humidity control, or other failure to provide a suitable operating environment; (ii) repairs made necessary by service performed by persons other than Ricoh representatives; (iii) unless covered under an extended hour service contract, service calls or work which Customer requests to be performed outside of Normal Business Hours (defined below) and Service calls or work which Customer requests to be performed on Ricoh Holidays (defined below); (iv) repairs or replacements that are materially hindered by Customer’s failure to perform the Customer obligations set forth in this Agreement; (v) repairs or replacement of any removable cassette, copy cabinet, exit trays, or any item not related to the mechanical or electrical operation of the Serviced Products; (vi) consumable supplies such as paper, staples, refillable staple cartridges (even under a staples inclusive Order), or any toner (other than black, cyan, yellow, magenta under a toner inclusive Order), unless expressly provided for in the Order; (vii) repairs, service calls and/or connectivity of attachments not purchased from Ricoh; (viii) any software, system support or related connectivity unless specified in writing by Ricoh; (ix) parts no longer available from the applicable manufacturer; (x) electrical work external to the Serviced Products, including problems resulting from overloaded or improper circuits; (xi) installation or de-installation and/or movement of the Serviced Products from one location to another unless specified in writing by Ricoh; (xii) maintenance or repairs of any Serviced Product that is relocated by someone other than Ricoh or a Ricoh authorized agent until such Serviced Product passes inspection by a Ricoh technician at the new location demonstrating that the Serviced Product was not damaged during the move and functions in accordance with the applicable manufacturer’s specifications, and Customer understands that a minimum one (1) hour labor charge (or longer, depending on the circumstances) at then-prevailing time and materials rates will apply for inspection of the equipment at the new location; (xiii) repairs of damage or increase in service time caused by Force Majeure Conditions; (xiv) reconditioning and similar major overhauls of Serviced Products; (xv) any obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Serviced Products, whether through a digital storage device, hard drive or other electronic medium (“Data Management Services”), unless Customer engages Ricoh to perform such Data Management Services at then-prevailing rates pursuant to an Order for such purpose; and (xvi) engineering changes which provide additional capabilities to the Ricoh Equipment (defined in Section 13) covered herein unless made at Customer’s request and paid at Ricoh’s applicable time and material rates then in effect. Damage to Serviced Products or parts arising from causes beyond the control of Ricoh are not covered by this Agreement. Ricoh may terminate its Service obligations under an Order for Serviced Products that have been modified, damaged, altered or serviced by personnel other than those employed by Ricoh.

2. **Service Calls.** Unless otherwise specified in the Order, service calls will be made during 8:00am – 5:00pm local service time, Monday through Friday (“Normal Business Hours”) at the installation address shown on the Order. Service does not include coverage on Ricoh holidays, which include New Year’s Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, the day after Thanksgiving and Christmas Day (collectively, “Ricoh Holidays”). Travel and labor-time for the service calls after Normal Business Hours, on weekends and on Ricoh Holidays, if and when available and only in the event and to the extent that Ricoh agrees to provide such non-standard coverage, will be charged at overtime rates in effect at the time the service call is made. While at Customer’s site, Ricoh personnel shall comply with Customer’s reasonable policies pertaining to access, security and use of Customer sites and systems, provided that such policies are provided to Ricoh in advance and in writing, do not conflict with the terms and conditions of this Agreement, and do not impose any additional financial or legal burden on Ricoh.

3. **Term; Early Termination.** This Agreement shall become effective on the date that Ricoh accepts the Order and shall continue for the term identified in the Order. At the expiration of the term identified in the Order, it will automatically renew for successive twelve (12) month periods unless notice of termination as specified below is given. The duration of the initial term and any extension or renewal thereto are collectively referred to as the “Term.” Customer may terminate this Agreement for convenience prior to expiration of its Term so long as Customer is not then in default and provides Ricoh at least thirty (30) days prior written notice. Ricoh may terminate this Agreement for convenience prior to expiration of its Term so long as Ricoh is not then in default and provides Customer at least sixty (60) days prior written notice. Should Customer elect to terminate this Agreement for convenience when the Order has a Term of at least thirty-six (36) months, Customer shall pay to Ricoh, as liquidated damages and not as a penalty, an early termination fee in accordance with the following (“Termination Fee”): (i) if the termination occurs in months one (1) through twelve (12) of the Term, an amount equal to twelve (12) times the Monthly Service Charge (as defined below); (ii) if the termination occurs in months thirteen (13) through twenty-four (24) of the Term, an amount equal to nine (9) times the Monthly Service Charge; and (iii) if the termination occurs any time after the twenty-fourth (24th) month of the Term, an amount equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the then current Term. For an Order having a Term of less than thirty-six (36) months, the Termination Fee shall be equal to the lesser of six (6) times the Monthly Service Charge or the number of months remaining under the Term of the Order. For the purposes herein, the “Monthly Service Charge” shall equal (i) the base monthly Service Charge set forth in the Order; or (ii) in the event the Order does not contain a base monthly Service Charge, the average monthly Order charges for the six (6) month period prior to the date of Customer’s termination. If such termination date occurs less than six (6) months after the effective date of the Order, the Monthly Service Charge will be equal to the average monthly Order charges for the number of months the Order was in effect.

4. **Service Charges.** (a) Service charges ("Service Charges") will be set forth on the Order. Service Charges will not include any charges for repairs or Service that are otherwise covered by the applicable manufacturer's limited warranty during the period covered by any such warranty, to the extent Ricoh has agreed with such manufacturer not to charge a customer for any such charges. Customer acknowledges and agrees that: (i) alterations, attachments, specification changes, or use by Customer of sub-standard supplies that cause excessive service calls may require an increase in Service Charges; (ii) the transfer of the Serviced Products from the location indicated on the Order may result in an increase of Service Charges or the termination of the Agreement; and (iii) to the extent that Customer requests that Ricoh registers with a third-party vendor prequalification service and Ricoh agrees to register, Customer will be charged for Ricoh's registration and any other related fees for registering with such service and this Agreement shall be the only terms and conditions to govern such registration and service. Customer shall be responsible for any costs related to freight (including fuel surcharges, which may be imposed from time to time), postage/mailling expense (meter rentals) and/or administrative and processing fees and, to the extent Ricoh pays such costs, Customer shall immediately reimburse Ricoh.

(b) Unless otherwise specified in the Order, Service Charges are based on standard 8.5x11 images. Ricoh reserves the right to assess additional images charges for non-standard images, including 11x17 images or other image sizes. Customer acknowledges that pricing is based on the prevailing rates at the time of the Order. Unless otherwise expressly agreed to in writing, if the Term of the Order exceeds twelve (12) months, and (i) the Service Charges or rates expressly set forth in the Order are not fixed for a period longer than twelve (12) months, then the Service Charges and any rate expressly set forth in the Order may be increased by Ricoh up to fifteen percent (15%) of the then-current Service Charges and rates annually for each year beyond the initial twelve (12) month period, and Customer expressly consents to such adjustment without additional notice, or (ii) the Service Charges or any rates expressly set forth in the Order are fixed for a period longer than twelve (12) months, then upon the expiration of the period during which the fixed Service Charges or other rates are fixed, the Service Charges or other rates may be increased by Ricoh in an amount up to fifteen percent (15%) of the then-current Service Charges and rates multiplied by the number of years during which the Service Charges or other rates were fixed, and Customer expressly consents to such adjustment without additional notice.

5. **Use of Recommended Supplies; Meter Readings.** (a) It is not a condition of this Agreement that Customer use only Ricoh-provided supplies. If Customer uses other than manufacturer-recommended supplies, including paper, developer, toner, and fuser oil, and if such supplies are defective or not acceptable for use on the Serviced Products, that do not conform to the manufacturer's specifications, or cause abnormally frequent service calls or service problems, then Ricoh may, at its option, assess a surcharge or terminate the Agreement with respect to such Serviced Products. If so terminated, Customer will be offered Service on a "per call" basis at Ricoh's then-prevailing time and material rates. If Ricoh determines that Customer has used more Ricoh-provided supplies than the manufacturer's recommended specifications, then Customer will pay reasonable charges for those excess supplies and/or Ricoh may refuse Customer additional supply shipments.

(b) Customer is required to provide Ricoh actual and accurate meter readings in accordance with the billing schedule set forth on the Order. Ricoh may, at its discretion and dependent upon Serviced Product capabilities, collect remote meter readings and utilize equipment monitoring services using automatic meter reading solutions ("AMR"). This may allow for automated meter reading and submission, automatic placement of low toner alerts, automatic placement of service calls in the event of a critical Serviced Product failure and may enable firmware upgrades. The meter count and other information collected by AMR ("Data") is sent via the internet to remote servers some of which may be located outside the U.S. **AMR cannot and does not collect Customer document content.** Ricoh uses reasonably available technology to maintain the security of the Data; however, Customer acknowledges that no one can guaranty security of information maintained on computers and on the internet. Ricoh retains full rights to the Data (but not Customer documents or information), which it or its authorized third parties may use to service the Serviced Products. Ricoh may also use the Data for its normal business purposes including product development and marketing research, however, the Data will not be provided to any non-Ricoh third party in a form that personally identifies the Customer. Ricoh may dispose of the Data at any time and without notice. AMR technology is the confidential and proprietary information of Ricoh and/or its licensors protected by copyright, trade secret and other laws and treaties. Ricoh retains full title, ownership and all intellectual property rights in and to AMR.

(c) If Customer fails to provide actual and accurate meter readings to Ricoh in accordance with the billing schedule set forth on the Order, Ricoh may calculate an estimated meter reading from previous meter readings and Customer agrees to pay Service Charges based on such calculated estimate. Appropriate adjustments will be made by Ricoh in a subsequent billing cycle following Customer providing actual and accurate meter readings. If Ricoh contacts Customer to obtain a meter reading, then Ricoh may assess an administrative fee in an amount equal to twenty-five dollars (\$25.00) per meter reading collected per billing period for the time and expense associated with meter collection activity in addition to the Service Charges. If Ricoh visits Customer location to obtain a meter reading, Ricoh may assess a fee according to the hourly service charge rate. Customer shall notify Ricoh within forty-eight (48) hours of any Serviced Product moves, installation/deinstallation, and/or removal of managed and monitored Serviced Products that impact AMR.

6. **Connectivity and Professional Services.** Customer may acquire connectivity, IT and professional services from Ricoh ("Professional Services") by executing and delivering to Ricoh an Order setting forth the specific services to be provided. Ricoh shall provide the Professional Services at Customer's location(s) or on a remote basis as set forth in the Order. Customer shall provide Ricoh with such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform the Professional Services. Customer acknowledges that Ricoh's performance of the Professional Services is dependent upon Customer's timely and effective performance of its responsibilities as set forth in the Order. Estimated delivery and/or service schedules contained in the Order are non-binding estimates. Intellectual property rights, if any, arising from the Professional Services provided under the Order shall remain the property of Ricoh. Unless connectivity Services are specifically identified in the Order as part of the Services to be performed by Ricoh, Ricoh shall have no obligation to perform and no responsibility for the connection of any hardware or software to any Customer network or system.

7. **Customer Obligations.** Customer agrees to provide a proper place for the use of the Serviced Products, including but not limited to, electric service, as specified by the manufacturer. Customer will provide adequate facilities (at no charge) for use by Ricoh representatives in connection with the service of the Serviced Products hereunder within a reasonable distance of the Serviced Products. Customer agrees to provide such access to its facilities, networks and systems as may be reasonably necessary for Ricoh to perform its Services, including but not limited to "360 degree" service access to the Serviced Products. Customer will provide a key operator for the Serviced Products and will make operators available for instruction in use and care of the Serviced Products. Unless otherwise agreed upon by Ricoh in writing or designated in the Order, all supplies for use with the Serviced Products will be provided by Customer and will be available "on site" for servicing. Customer agrees that (i) any equipment not serviced by Ricoh which utilizes identical supplies to the Serviced Products must be covered under a separate inclusive non-Ricoh service program; (ii) any Serviced Products under one Ricoh Service Level may not utilize any supplies provided to other Serviced Products with a different Ricoh Service Level (i.e., no sharing of supplies across different Ricoh Service Levels); (iii) all supplies that Ricoh provides as part of the Services are only for use with the Serviced Products and Customer may not resell any supplies; (iv) upon expiration or termination of the applicable Services or change to a service program that does not include supplies, Customer must promptly return to Ricoh all unused supplies provided as part of the Services, otherwise Customer will be billed for and will pay for all such unreturned supplies; and (v) if Customer is participating in Ricoh's trained customer replaceable units program ("TCRU Program"), then Customer must follow the return requirements of the TCRU Program and, if Customer does not return any units in accordance with the terms of the TCRU Program, then, in addition to any other amounts owed, Customer will pay for the unreturned units. In addition,

Customer agrees to use Ricoh's remote, self-service support tools (which are available at www.My.Ricoh-USA.com, or a successor site, at no additional charge) to resolve common uncomplicated issues quickly and conveniently. If Customer does not use the available self-service support tools, then Ricoh may charge additional fees at the then-prevailing time and materials rates for performing those tasks on Customer's behalf.

8. **Insurance.** Each party certifies that it maintains, through self-insurance or otherwise, reasonable amounts of general liability, auto and personal property insurance, and workers' compensation insurance in the amount required by law, and that such insurance will remain in effect during the Term of the Order. Such insurance shall be primary and non-contributory. Limits provided may not be construed to limit liability. General liability insurance shall include the other party as an additional insured and contain no exclusions for cross liability between insureds. Upon request, each party agrees to deliver the other party evidence of such insurance coverage. Failure to maintain adequate insurance does not relieve liability under this Agreement.

9. **Indemnification.** Each party ("Indemnifying Party") shall indemnify, defend and hold harmless the other ("Indemnified Party") from all third-party claims incurred by the Indemnified Party arising out of the death or bodily injury of any agent, employee, or business invitee of the Indemnified Party, or the damage, loss, or destruction of any tangible property of the Indemnified Party to the extent proximately caused by the negligent acts or omissions or willful misconduct of the Indemnifying Party, its employees, or agents. Without intending to create any limitation relating to the survival of any other provisions of this Agreement, Ricoh and Customer agree that the terms of this paragraph shall survive the expiration or earlier termination of this Agreement. Each party shall promptly notify the other in the event of the threat or initiation of any claim, demand, action or proceeding to which the indemnification obligations set forth in this Section may apply.

Terms applicable to Product sale transactions only:

10. **Order; Delivery and Acceptance.** An Order for Products must identify the Products, the Product delivery location and the applicable Product charges. Ricoh will not be obligated to sell or deliver Products where such information is not provided in the Order. Customer shall be responsible for all installation, transportation and rigging expenses. Customer agrees to confirm delivery of all Products covered by the Order when the same is delivered by signing a delivery and acceptance certificate or written delivery acknowledgement. Payment for accepted purchased Products will be due and payable in accordance with this Agreement and shall not be contingent on installation of software or performance of Professional Services. The Order shall not be cancelable by Customer following acceptance by Ricoh. Ricoh reserves the right to make Product deliveries in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Customer of its obligation to accept remaining installments and remit payments as invoiced by Ricoh. Ricoh reserves the right at any time to revoke any credit extended to Customer because of Customer's failure to pay for any Products when due or for any other credit reason.

11. **Title; Risk of Loss.** Unless otherwise agreed upon by both parties in writing, Products are deemed delivered and title passes to Customer: (i) upon delivery by Ricoh to common carrier; or (ii) in the case of an arranged delivery by a local Ricoh installation vehicle, upon delivery by such vehicle to Customer shipping point. Upon delivery in either case, Customer assumes all risk of theft, loss or damage to the Products, no matter how occasioned.

12. **Returns; Damaged Products.** No Products may be returned without Ricoh's prior written consent. Only consumable goods invoiced within sixty (60) days will be considered for return. On authorized returns, Customer agrees to pay a restocking charge equivalent to thirty percent (30%) of the purchase price. Products returned without written authorization from Ricoh may not be accepted by Ricoh and are the sole responsibility of Customer. All nonsaleable merchandise (that has been opened or partially used) will be deducted from any credit due to Customer. All claims for damaged Products or delay in delivery shall be deemed waived unless made in writing and delivered to Ricoh within five (5) days after receipt of Products.

Terms applicable to all transactions:

13. **Warranty.** Ricoh agrees to perform its Services: (a) in a good and workmanlike manner; (b) using reasonable care and skill; and (c) according to the description contained in the Order. Ricoh will re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than thirty (30) days after such Services are performed, which shall be an exclusive remedy for such non-compliance. Customer acknowledges that Ricoh's performance of Services is dependent upon Customer's timely and effective performance of its responsibilities. For any Products manufactured by Ricoh ("Ricoh Equipment"), Ricoh further warrants that, at the time of delivery and for a period of ninety (90) days thereafter the Ricoh Equipment will be in good working order and will be free from any defects in material and workmanship. Ricoh's obligations under this warranty are limited solely to the repair or replacement (at Ricoh's option) of parts proven to be defective upon inspection. The foregoing warranty shall not apply if (a) the Ricoh Equipment is installed, wired, modified, altered, moved or serviced by anyone other than Ricoh, (b) the Ricoh Equipment is installed, stored and utilized and/or maintained in a manner not consistent with Ricoh specifications, (c) a defective or improper non-Ricoh accessory or supply or part is attached to or used in the Ricoh Equipment, or (d) the Ricoh Equipment is relocated to any place where Ricoh services are not available. CUSTOMER ACKNOWLEDGES THAT THE LIMITED WARRANTY CONTAINED HEREIN DOES NOT ASSURE UNINTERRUPTED OPERATION AND USE OF THE RICOH EQUIPMENT. In connection with any other Product sale, Ricoh shall transfer to Customer any Product warranties made by the applicable Product manufacturer, to the extent transferable and without recourse, and Ricoh makes no additional warranty or guaranty with respect to any such third-party Products. Physical or electronic copies of any applicable Product warranty will be delivered by Ricoh to Customer only upon Customer's specific written request. All Ricoh and/or third-party software provided by Ricoh is licensed, not sold, and is subject to the server, seat, quantity and/or other usage restrictions set forth in each applicable license agreement, license terms, or subscription terms relating to such intangible property or associated services (each such license of grant of rights to access or use, a "Software License"), whether pursuant to written, click-through, shrink-wrap or other agreements for such purpose, with the licensor of the software ("Licensor") and the restrictions set forth in the Order. Ricoh has no right, title or interest in any third-party software (including any open-source software) and Ricoh makes no representations and provides no representations or warranties with respect thereto. Customer is solely responsible for entering into and complying with Software Licenses with the applicable Licensor and acknowledges that its rights and obligations with respect to such software, as well as those of the Licensor, are solely as set forth in such Software Licenses. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE ORDER, RICOH MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OR THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS. NO WARRANTIES ARE CREATED BY ANY COURSE OF DEALING BETWEEN THE PARTIES, COURSE OF PERFORMANCE, TRADE USAGE OR INDUSTRY CUSTOM. IN NO EVENT SHALL RICOH BE LIABLE TO CUSTOMER OR A THIRD PARTY FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OF SOFTWARE, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR DELAY OF DELIVERY OF SERVICES

UNDER THIS AGREEMENT. RICOH ASSUMES NO OBLIGATION TO PROVIDE OR INSTALL ANY ANTI-VIRUS OR SIMILAR SOFTWARE, AND THE SCOPE OF SERVICES CONTEMPLATED HEREBY DOES NOT INCLUDE ANY SUCH SERVICES.

14. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS HEREIN AND ANY LIABILITY RESULTING FROM THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 9 HEREIN, THE AMOUNT OF ANY DIRECT LIABILITY OF A PARTY TO THE OTHER OR ANY THIRD-PARTY, FOR ONE OR MORE CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT PAID TO RICOH FOR THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT DURING THE SIX-MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM AROSE. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE NON-BREACHING PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **Payment; Taxes.** Payment terms are net ten (10) days. If invoices are unpaid and overdue, Customer agrees to pay Ricoh a late charge of one and one-half percent (1.5%) per month on any unpaid amounts or the maximum allowed by law, whichever is less, and in addition shall pay Ricoh all costs and expenses of collection, or in the enforcement of Ricoh's rights hereunder, including, but not limited to, reasonable internal and external legal costs, whether or not suit is brought. Ricoh has no obligation to use Customer's invoicing or billing portals, processes, methods or invoicing formats specific to Customer billing requirements. All remedies hereunder or at law are cumulative. Except to the extent of any applicable and validated exemption, Customer agrees to pay any applicable taxes that are levied on or payable as a result of the use, sale, possession or ownership of the Products and/or Services covered hereunder, other than income taxes of Ricoh.

16. **Default.** In addition to any other rights or remedies which either party may have under this Agreement or at law or equity, either party shall have the right to cancel the applicable Services specified in the Order immediately: (i) if the other party fails to pay any fees or charges or any other payments required under the Order when due and payable, and such failure continues for a period of ten (10) days after being notified in writing of such failure; or (ii) if the other party fails to perform or observe any other material covenant or condition of this Agreement, and such failure or breach shall continue un-remedied for a period of thirty (30) days after such party is notified in writing of such failure or breach; or (iii) if the other party becomes insolvent, dissolves, or assigns its assets for the benefit of its creditors, or files or has filed against it any bankruptcy or reorganization proceeding. Failure to permit Ricoh to repair or replace the Serviced Products shall constitute a material breach of this Agreement and excuse Ricoh from any and all future performance hereunder. Except as expressly permitted by this Agreement, no refund or credit will be given for any early termination of this Agreement. If Customer defaults in its obligations hereunder, Ricoh may, in addition to any other remedies available at law or equity, require Customer to immediately pay to Ricoh all past due payments under the Agreement, and the Termination Fee.

17. **Non-Solicitation; Independent Contractors.** Customer agrees that during the Term of the Order and for a period of one (1) year after termination or expiration of the Order, it shall not directly or indirectly solicit, hire, or otherwise retain as an employee or independent contractor any employee of Ricoh that is or was involved with or part of the Services. The relationship of the parties is that of independent contractors.

18. **Assignment; Force Majeure.** Customer shall neither assign any right or interest arising under this Agreement nor delegate any obligations hereunder, whether voluntarily or by process of law, without the prior written consent of Ricoh. Any such attempted assignment or delegation shall be void. Ricoh shall not be liable for failure to deliver or delays in delivery of Products or Services occasioned by causes beyond Ricoh's control, including without limitation, natural disasters, extreme weather, floods, transportation suspensions or delays, infrastructure failures, utility outages, demonstrations, pandemics, epidemics, plague, outbreaks of infectious disease, public health crises (including quarantine or other employee restrictions), prohibitions or restrictions on travelling, strikes, lockout, fires, embargoes, war or other outbreak of hostilities, inability to obtain materials or shipping space, receipt of orders in excess of Ricoh's or its supplier's then-scheduled production capacity, machinery breakdowns, delays of carrier or suppliers, governmental acts and regulations (including restrictions on meeting or working in groups), unavailability of Services, personnel or materials or other causes beyond Ricoh's control ("Force Majeure Conditions"). If Force Majeure Conditions arise in a manner that, as determined in Ricoh's reasonable judgement, modify the conditions of Ricoh's performance of one or more Services in a material manner, then Ricoh will use good faith efforts to continue providing the Services; however, in that event, Ricoh may upon thirty (30) days' advance notice to Customer increase the Service Charges and other applicable fees by a reasonable amount related to the Force Majeure Conditions.

19. **Hardware Logs.** Under this Agreement, Customer may order certain hardware Products (or Customer may have independently obtained hardware products outside of this Agreement) that create and store logs concerning its operation that may include information about individual end-users, such as employees' work email addresses, IP addresses of assigned workstations, and other personal information. Ricoh, its corporate parent, and their subsidiaries and affiliates in some cases use device logs to update and upgrade the features of products, authenticate end users, and provide end-user support and other customer service. Additional information about applicable device logging features, including Customer's options for configuring those features, appears in the applicable product documentation, copies of which are available to Customer at no additional charge for Ricoh Products. Except as Customer otherwise instructs Ricoh in writing, Customer: (a) authorizes Ricoh to install and configure the Products ordered under this Agreement using its default device log settings; and (b) instructs Ricoh to process the personal information included in device logs, if any, subject to: (i) Ricoh's confidentiality and privacy obligations to Customer (if any); (ii) solely to perform under this Agreement; and (iii) in accordance with applicable law for the purposes stated above and for no other purpose.

20. **Electronic Signatures.** Each party agrees that electronic signatures of the parties on this Agreement will have the same force and effect as manual signatures.

21. **Governing Law; Entire Agreement.** This Agreement shall be governed by and construed and interpreted in accordance with the laws of the State of New York without regard to its conflict of laws principles. The parties hereto also agree to submit to the non-exclusive jurisdiction of the courts of the State of New York to resolve any action under this Agreement. The Uniform Computer Information Transactions Act shall not apply to this Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement, supersedes all proposals, oral and written, and all other communications between the parties relating to the Products and Services and may not be amended except in writing and signed by an officer or authorized representative of both parties. Customer agrees and acknowledges that it has not relied on any representation, warranty or provision not

explicitly contained in this Agreement, whether in writing, electronically communicated or in oral form. Any and all representations, promises, warranties, or statements by any Ricoh agent, employee or representative, including but not limited to, statements or representations made in sales presentations or sales proposals that differ in any way from the terms of this Agreement shall be given no force or effect. In the event of any conflict or inconsistency between the terms and conditions set forth in these Terms and Conditions for Order Agreement and those contained in the Order, the terms and conditions of the Order shall control; provided, however, purchase orders issued to Ricoh for Products and/or Services, even if they do not expressly reference or incorporate this Agreement, shall: (i) be subject to this Agreement; (ii) serve only to identify the Products and/or Services (along with pricing and quantities) ordered; and (iii) not be deemed to alter or otherwise modify the terms and conditions of this Agreement. The delay or failure of either party to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision or affect the right of such party thereafter to enforce each and every provision of this Agreement. If any provision of this Agreement is held to be invalid or unenforceable, this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable. Ricoh may accept the Order under this Agreement by either its signature or by commencing performance (e.g., Product delivery, initiating Services, etc.). Ricoh may accept or reject any order in the exercise of its discretion and may rely upon each order submitted by Customer as a binding commitment. No local, general or trade custom or usage or course of prior dealings between the parties shall be relevant to supplement or explain any term used herein. Ricoh shall comply with all laws directly applicable to its performance under this Agreement in delivering Products and Services. This Agreement may be executed in one or more counterparts which, taken together, shall constitute one and the same original document. Any notices required under this Agreement should be sent to: Ricoh USA, Inc., 3920 Arkwright Road, Macon, GA 31210.

November 3, 2022

Revised: November 7, 2022

VILLAGE OF EAST AURORA

GPS Implementation into Existing ArcGIS Online Subscription

Maureen Jerackas, CMFO, RMC
Village Clerk Treasurer
585 Oakwood Ave
East Aurora, NY 14052



SUBJECT: VILLAGE OF EAST AURORA GPS IMPLEMENTATION

Dear Ms. Jerackas:

Wendel is pleased to submit this proposal for professional services associated with the Village of East Aurora's GIS. Since 2010, Wendel has administered the Village's GIS, which assists staff with the management of their infrastructure and assets. The following scope of work outlines the addition of users to the Village's existing ArcGIS Online subscription along with GPS capabilities.



A. SCOPE OF WORK

The following represents our understanding of the scope of services required of Wendel for this term agreement.

Task 1 – Additional Licenses to Existing ArcGIS Online Subscription





The Village has requested to add the following additional licenses to their existing ArcGIS Online subscription.

- (1) ArcGIS Online Editor Annual Subscription
- (2) ArcGIS Online Mobile Worker Annual Subscriptions

Task 2 – Purchase of Trimble Catalyst DA2 GNSS Antenna (for use with a mobile smart device for GPS data collection with the ArcGIS Field Maps Application)

The Village of East Aurora will be responsible for purchasing the Trimble Catalyst DA2 GNSS Antenna. Please see an attached quotation for the Trimble Catalyst DA2 GNSS Antenna from Waypoint Technology Group.

The Trimble Catalyst is a subscription-based GPS unit, meaning the unit is purchased, and then each year after that, a subscription is paid for the specific accuracy required. Wendel is proposing that the Village subscribe to the sub-meter accuracy (60cm) plan. Below are the subscription plan options that Trimble offers:

			
Catalyst 1	Catalyst 10	Catalyst 30	Catalyst 60
Centimeter accuracy (1 cm)	Decimeter accuracy (10 cm)	Sub-foot accuracy (30 cm)	Sub-meter accuracy (60 cm)
\$3,860 annually*	\$2,205 annually*	\$1,325 annually*	\$445 annually*

*Pricing is subject to change based on Vendor.

Please note the Village is responsible for providing their own smart device equipped with a data plan and internet access. *Please see the Assumptions section of this proposal for smart device requirements.*

Accessory Purchase

The following phone/tablet mount is recommended for purchase in order to attach the smart device to the pole mount should staff choose to use that piece of equipment while GPS locating data in the field.

https://www.amazon.com/dp/B099YQ926V?encoding=UTF8&psc=1&ref_=cm_sw_r_cp_ud_dp_3E9996PGC1DF1J24C34S

Task 3 – ArcGIS Online Setup and Training

Field Maps Application Setup (Application used for mobile GPS data collection)

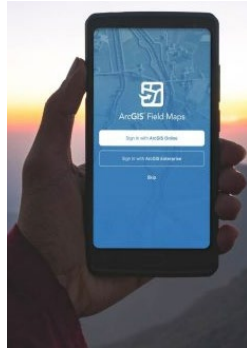
Through the ArcGIS Online account, Wendel will set up the Village with live data collection capabilities via the Field Maps application. The Field Maps application will be used on a smart device (to be provided by the Village) in conjunction with the Trimble Catalyst Receiver to be purchased by the Village of East Aurora.

The Trimble Catalyst Receiver can collect 60cm real-time accuracy GPS data via the Field Maps application. Field Maps is available on iOS and Android smart devices with a data plan. To provide live GPS data collection updates, the same GIS database for the Field Maps application (used for GPS data collection) and all GIS Web Maps will be used.



Trimble Catalyst Receiver

+

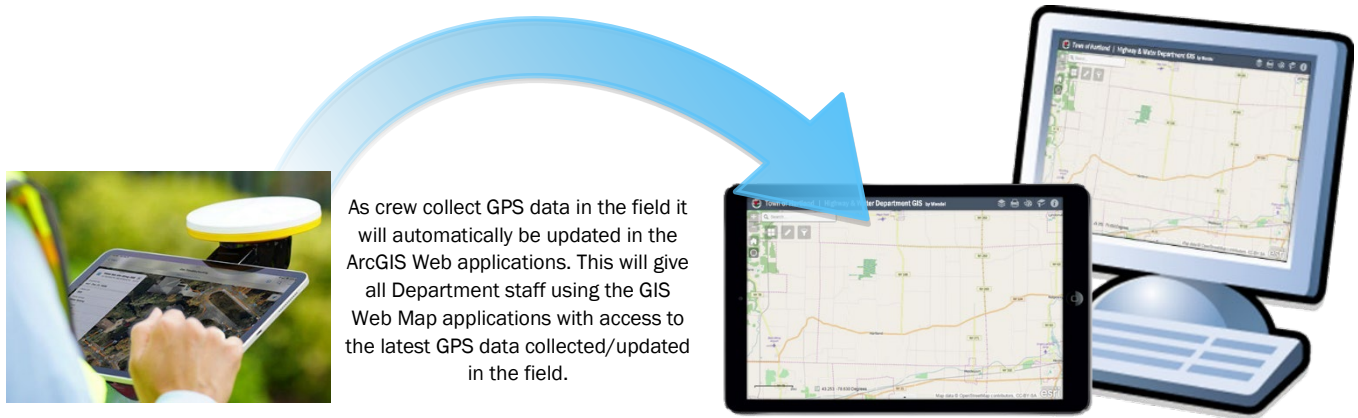
Smart Device w/ Internet Connection
and Field Maps Application

=

Smart Device Bluetooth paired to Trimble Catalyst for
GPS data collection

ArcGIS Online and ArcGIS Field Maps Application Training

Wendel will set up a live data connection for the Field Maps app that will be accessible on the Village's internet-capable smart device. Wendel will also set up the connection with the Trimble Catalyst DA2 GNSS Antenna to the smart device. Wendel will provide Village staff with a training session on the use and functionality of the Field Maps app and the Trimble Catalyst DA2 GNSS Antenna. This training session will also cover the use of the ArcGIS Online website and apps. The training session will be held at the Village of East Aurora's office, and participants will receive an easy-to-follow GPS user manual and access to training videos.



Task 4 – GIS/GPS Support Services

Wendel will provide ongoing GIS/GPS technical support and training for the Village's GIS solution. The support and training include but are not limited to; training sessions for staff on the use of the GIS Web Map apps and/or mobile GPS system, answering technical GIS or database and computer-related questions from staff, providing guidance and recommendations of GIS procedures, and adding new data layers to the GIS Web Map apps and GPS data collection app (Field Maps). The above-listed training and support services may be provided via phone, remote web access and/or site visits.

Should any tasks/requested services go above and beyond the yearly allotted GIS/GPS Support budget, Wendel shall prepare a new proposal with an associated fee schedule.

B. ASSUMPTIONS

1. The Village of East Aurora will be responsible for purchasing and renewing their annual Esri ArcGIS Online Annual Subscription directly through Esri.
2. The Village of East Aurora will be responsible for purchasing the Trimble Catalyst DA2 GNSS Antenna. Note that there is an annual subscription fee associated Please see an attached quotation for the Trimble Catalyst DA2 GNSS Antenna from Waypoint Technology Group.
3. The Village of East Aurora will provide Wendel with their smart device (equipped with a data plan and internet access) in preparation of the GPS training. The ArcGIS Field Maps application is supported on Android, iOS and Windows devices smart devices:

Android	iOS
▪ Android 8.0 (Oreo) or later	▪ iOS 14.5 or later
▪ ARMv7 or later	▪ iPhone or iPad
▪ OpenGL ES 2.0 support	
▪ Precise location (GPS and network-based) support	

4. The Village of East Aurora will always own any data collected and maintained with this GIS solution.
5. Should any tasks/requested services go above and beyond the yearly allotted GIS/GPS Support budget for Task 5, Wendel shall prepare a new proposal with an associated fee schedule.

C. PROPOSAL FEE:

We trust the above scope of work meets the Village of East Aurora's requirements. The proposed fee for the project is detailed below.

PROPOSAL FEE		
Task	2022 Up-Front Fees	2023 And On Annual Recurring Annual Fees
Task 1 – Additional Annual Licenses to Existing ArcGIS Online Subscription (to be purchased by the Village of East Aurora, billed annually through Esri, see attached quote from Esri)	\$ 880 (Lump Sum) ¹	\$ 880 (Lump Sum) ¹
Task 2 – Purchase of (1) Trimble Catalyst DA2 GNSS Antenna & Accessories (to be purchased by the Village of East Aurora, see attached quote from Waypoint Technology Group)	\$1,425 (Lump Sum) ¹	\$445 (Lump Sum) ^{2,4}
Task 3 – GPS Setup and Training	Paid for in May 14, 2021 Proposal	
Task 4 – GIS/GPS Support Services	\$2,000 (Time & Expense) ^{2,3}	\$2,000 (Time & Expense) ^{2,3}
TOTAL	\$4,305	\$3,325

¹Tasks in **Green** to be purchased by the Village of East Aurora through that vendor. Pricing is subject to change.

²Tasks in **Black** to be paid to Wendel.

³Time & Expense – this line item will only be billed if work is requested by the Village.

⁴Wendel will use these funds to pay the annual Catalyst Precision Subscription.

Fee Notes:

- 1.) Should Wendel be required to perform additional services beyond those outlined above, Wendel shall be compensated on an hourly or fixed-sum basis for a mutually agreed scope of services.
- 2.) Our fee and schedule proposal is valid for 60 days. If we do not receive a signed notice to proceed before that date, we reserve the right to re-evaluate our proposal.

TERMS

This proposal and the attached Professional Services Terms are intended to represent the entire contractual relationship. Please contact me if you have any questions. If this proposal and attached general conditions are acceptable to you, please indicate your acceptance by signing both originals and return one (1) executed original to our office.

Respectfully Submitted,



Heather M. Lewis
GIS Manager



Robert D. Klavoon, PE
Project Sponsor

Enc.

Should Wendel's proposal be accepted, Wendel Consulting Services, LLC, that is part of a consolidated group of Wendel Companies, will contract to undertake the work. Our letterhead and plans will still prominently say "Wendel" and we will refer to ourselves as Wendel throughout the project.

ACCEPTANCE / AUTHORIZATION:

Accepted this _____ day of _____, 20____

Print Name: _____

Signature: _____

Title: _____

RETURN TO:

Wendel
Attn: Heather Lewis
375 Essjay Road, Suite 200
Williamsville, NY 14221

DECLARE SURPLUS PROPERTY

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

BE IT RESOLVED, the Department of Public Works has a 2021 Bobcat Skid Steer (Number B4SC12954) for surplus property and is due to be traded in for the purchase of a new vehicle in the next 90 days.

BE IT RESOLVED, the Department of Public Works has a 2021 Bobcat T459 Skid Steer (Number B4RG11487) for surplus property and is due to be traded in for the purchase of a new vehicle in the next 90 days.

BE IT RESOLVED, the Department of Public Works has a 2021 Bobcat E35 Mini Excavator (Number B3Y220173) for surplus property and is due to be traded in for the purchase of a new vehicle in the next 90 days.

BE IT RESOLVED, the Department of Public Works has a 2021 Bobcat U34 Utility Truck (Number B3 53621813) for surplus property and is due to be traded in for the purchase of a new vehicle in the next 90 days.

BE IT RESOLVED, the Department of Public Works has a 2010 American LaFrance Sweeper (Number VIN-5SXAMZDT7AR1A0809) for surplus property and is due to be sold in the next 6 months.

BE IT RESOLVED, the Department of Public Works has a 1995 Ford L8000 dump truck (Number VIN-1FDYS82E3SVA32527) for surplus property and is due to be sold in the next 6 months.

BE IT RESOLVED, the Department of Public Works has a 2015 Lanier Copier MP2554 (Number G145R400875) for surplus property and is due to be disposed in the next 90 days.

The foregoing resolution was seconded by Trustee _____ and unanimously approved.



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

To: Mayor Mercurio & Village Board

From: Shane Krieger, C.O.P.; Matt Hoeh, Superintendent DPW; Roger LeBlanc, Chief EAFD

Date: 10312022

Re: Resident Request for stop sign on Girard Ave at N. Grove St

Request from a resident to have stops signs be installed on Girard Ave at N. Grove St.

The Safety Committee received the above request with the concerns that they feel that little respect is given to the current crosswalk signage at this location or others in the Village. The request also felt that due to the in-street pedestrian crossing sign being struck by vehicles, that the cost to repair/replace should be a consideration for stop sign installment. And finally, the resident feels that at times the street is a race strip.

Committee Review Process

After examining the intersection, any past SMD (speed monitoring device) data, past 3 years history of accidents in the area and standard transportation studies on when and where to install stop signs, we found the following:

- In the past three (3) years there were zero (0) accidents at that intersection
- The past SMD data we have on file from that area was recorded in 2020 and is attached, shows normal speed patterns
- In street pedestrian crossing sign being struck. Although it is an expense, the sign is struck by traffic making a left turn from N. Grove St., making to sharp of turns, due to the placement of the crosswalk and sign. This could be relieved by moving the crosswalk to the east side of N. Grove St. however there would be construct costs associated.
- The concern regarding the lack of respect for crosswalks in the village. An issue we have found often with concerns like this is a misconception of the laws regarding crosswalks. Vehicles do not need to stop when pedestrians are waiting to enter a crosswalk. A



East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

pedestrian can enter the crosswalk when it is safe to do so and then all traffic must stop until the pedestrian leaves the roadway.

- While researching when and where to install stop signs, it has been found that installing a stop sign where one shouldn't be placed can create more issues. Studies often find that installing stop signs do not reduce over all speed, due to motorists speeding up between stops signs to make up for lost time from stopping. Stop signs can give pedestrians a false sense of security, with the impression that cars will all stop at the stop sign and not accounting for distracted drivers, impaired drivers, et cetera. When in fact it is safer to cross a street when there is a break in traffic, without a stop sign involved. Unwarranted stop signs breed contempt in motorists who ignore them or only slow down without fully stopping, because most of the time there are no pedestrians waiting to cross or heavy traffic in the area supporting the possible need for that stop sign. In the attached document, Intersection Safety: Myth Versus Reality, it states that stop signs should never be installed as a routine, cure all approach.

Recommendation

This committee does not recommend a stop sign to be installed on Girard Ave. at N. Grove St.

Intersection Safety: Myth Versus Reality

Traffic engineering decisions about intersection safety are often the product of factors and relationships that are more complex than the casual observer may realize. In many cases, evaluating potential solutions to crash or violation problems may reveal aspects of intersection safety and efficiency that are in conflict with one another. In reality, traffic engineers must always consider a balance between managing safety and improving intersection operations before making their final choice for intersection control.

Over the years, a number of misconceptions about traffic-control solutions have become apparent. This briefing sheet attempts to shed some light on the rationale for why certain traffic-control decisions are appropriate and required.

The driving public has developed a number of misconceptions about traffic control solutions over the years. This brief attempts to expose some of those myths and shed light on the rationale behind certain traffic control decisions.

Additional traffic safety measures are sometimes necessary to offset increased traffic and speeding through neighborhood streets. One way of improving waiting times at an intersection with a new signal is to make sure the minor street waiting times are less than they were before installation of the signal. This improvement will encourage motorists to use signals on main roads instead of neighborhood streets.

On occasion, other traffic control options, such as stop control or the introduction of roundabouts can perform as well as, or even better than, signals in managing both vehicle and pedestrian traffic safety at intersections. This is particularly true when signals are inappropriately placed at locations where traffic volume is relatively low. Intersections with signals that have very low traffic volumes tend to tempt drivers and pedestrians to violate that red light.

Myth 1: Installing signals always makes intersections safer.

Reality:

The installation of unwarranted signals, or signals that operate improperly, can create situations where overall intersection congestion is increased, which in turn can create aggressive driving behavior.

When more complex signal phasing causes longer waiting times at intersections, both drivers and pedestrians tend to become impatient and violate red lights, or drivers are tempted to cut through neighborhood streets. This subjects local residents to a greater risk of collisions, worse congestion and more air and noise pollution.

Clearly traffic diversion to side streets is an undesirable side effect of long cycle lengths and congestion. This diverted traffic may increase risk on the side streets, but the cause of this increased safety risk should not be attributed to the new signal.

Myth 2: Having a stop sign is always better than no stop sign, OR, more stop signs are always safer than fewer stop signs.

Reality:

Unwarranted stop signs create problems at both the intersection and along the roadway by:

- Encouraging motorists to drive faster between intersections in order to save time. Placing stop signs on every low-volume local street promotes speeding between the stop signs as drivers try to offset the delays caused by stopping at every intersection;
- Encouraging violation of traffic laws. As the number of stop signs increase so that nearly every intersection has one, the rate of stop sign violations tends to increase;
- Encouraging the use of alternate routes. Placing too many stop signs in some areas



often causes traffic to use other neighborhood routes to avoid a sequence of intersections that may be controlled by stop signs; and

- Increasing the chance that drivers will disregard conflicting vehicle and pedestrian traffic, which raises the risk of collisions.



There is no evidence to indicate that stop signs decrease the overall speed of traffic. Impatient drivers view the additional delay caused by unwarranted stop signs as “lost time” to be made up by driving at higher speeds between stop signs.

Unwarranted stop signs breed contempt in motorists who tend to ignore them or only slow down without stopping. This can sometimes lead to tragic consequences.

Stop signs should never be installed as a routine, cure-all approach to curtail speeding, prevent collisions at intersections, or discourage traffic from entering a neighborhood. Stop signs should be installed only after an engineering study determines that there is a need. Stop signs are not a solution to intersection safety problems caused by poor sight distances and deficient road design.

Myth 3: Installing stop signs on all approaches (four-way stop) to an intersection will always result in fewer accidents.

Reality:

Four-way stop signs do not necessarily improve pedestrian or vehicle safety. In fact, pedestrians in stop sign-congested neighborhoods often have a false sense of security about crossing local streets

with four-way stop signs. The application of traffic control devices, to the casual observer, often creates this sense of security, but in reality may actually increase safety risk. If control devices are improperly applied, they can create confusion between the pedestrians and the driver as to who has the right-of-way, thereby increasing the risk that one of the two will make an improper decision resulting in serious consequences.

Placing four-way stop signs on roads of very unequal design, speed and traffic volume will tend to promote stop-sign violations by drivers, especially on main roads. Driver expectancies are violated in situations like this and when this occurs, improper actions result which can increase safety risk at intersections.

Placing four-way stop signs at every intersection where there were formerly only two-way stop signs also usually increases congestion. Four-way stop signs should only be considered after an engineering study and a capacity analysis are performed.

Generally, every State requires the installation of traffic control devices, including stop signs, to meet State standards of the department of transportation.

The State standards are based on the *Manual on Uniform Traffic Control Devices* (MUTCD). The MUTCD is the national standard for traffic control devices. It prescribes standards for the design, location, use and operation of traffic control devices. The MUTCD is located at the following Web site: <http://mutcd.fhwa.dot.gov>.

Myth 4: Signals are always better than stop signs.

Reality:

Installing stop signs instead of signals when there is no intersection traffic control, increasing the size or visibility of existing stop signs, or placing them in a better location often increases both vehicle and pedestrian safety without the initial expense and later maintenance costs of signals. While waiting for signals to qualify for installation, the substantial amount of money saved can be used to make roads safer.