

Town of Aurora
Warrant Report

Unposted Batch Totals

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

Posted Batch Totals

Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	
A00	GENERAL FUND	\$9,425.34	\$0.00	\$555.60	\$0.00	\$0.00	\$0.00	\$9,980.94
B00	PART TOWN FUND	\$0.00	\$0.00	\$438.20	\$0.00	\$0.00	\$0.00	\$438.20
DB0	HIGHWAY PART TOWN FUND	\$1,442.21	\$0.00	\$261.85	\$0.00	\$0.00	\$0.00	\$1,704.06
L40	CONSOLIDATED LIGHTING DIST.	\$0.00	\$0.00	\$12.64	\$0.00	\$0.00	\$0.00	\$12.64
SF0	FIRE PROTECTION DIST. NO 1	\$0.00	\$0.00	\$293.02	\$0.00	\$0.00	\$0.00	\$293.02
SG0	GARBAGE & RESOURCE RECOV. DIST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SR0	RUBBISH COLLECTION DISTRICT #1	\$0.00	\$0.00	\$28.35	\$0.00	\$0.00	\$0.00	\$28.35
ZP0	PRIVATE WATER SYSTEM	\$1,427.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,427.74
Posted Batch Grand Totals		\$12,295.29	\$0.00	\$1,589.66	\$0.00	\$0.00	\$0.00	\$13,884.95

Report Grand Totals

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Feb 9, 2026-2025 ENC
Abstract

Town of Aurora
Warrant Report

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Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
A00	GENERAL FUND	Paid	Unpaid	Paid	Unpaid
B00	PART TOWN FUND	\$61,082.88	\$555.60	\$0.00	\$61,638.48
DB0	HIGHWAY PART TOWN FUND	\$2,000.00	\$438.20	\$0.00	\$2,438.20
L40	CONSOLIDATED LIGHTING DIST.	\$338,437.00	\$261.85	\$0.00	\$338,698.85
SF0	FIRE PROTECTION DIST. NO 1	\$0.00	\$12.64	\$0.00	\$12.64
SG0	GARBAGE & RESOURCE RECOV. DIST	\$4,123.44	\$293.02	\$0.00	\$4,416.46
SR0	RUBBISH COLLECTION DISTRICT #1	\$0.00	\$0.00	\$0.00	\$0.00
TA0	TRUST AND AGENCY	\$293.78	\$0.00	\$0.00	\$293.78
ZM0	MASTER WATER IMPROVEMENT AREA	\$158,065.20	\$0.00	\$0.00	\$158,065.20
ZP0	PRIVATE WATER SYSTEM	\$1,445.74	\$0.00	\$0.00	\$1,445.74
Posted Batch Grand Totals		\$565,448.04	\$1,589.66	\$0.00	\$567,037.70

Report Grand Totals

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Feb 9, 2020 Abstract

5A

TOWN OF AURORA

575 OAKWOOD AVENUE, EAST AURORA, NY 14052

BUILDING DEPARTMENT

(716) 652-7591

FAX (716) 652-3507

MEMO

TO: Chuck Snyder, and Town Board Members
FROM: Doug Crow, Chairman, Planning Board
DATE: February 5th, 2026

=====

The following actions were taken at February 4th, 2026, meeting of the Planning Board

Chairman, Doug Crow, acknowledged there will be 7 voting members.

Norm Merriman made a motion to the Planning Board to recommend to the Town Board, to approve the Site Plan request for 359 Quaker Road SBL# 175.06-3-9 as presented by PCW Enterprises LLC. for the redevelopment of the present site that will include the demolition of the existing structure and new construction of a new dental office, and the need of a SUP for the business.

Tim Stroth amends the motion to add any successful resolution of the NYS variance for the hydrant and sign permit application.

Seconded by Tim Stroth

Upon a vote being taken:

Ayes- 7

Noes- 0

Motion carried

Tim Stroth made a motion to the Planning Board to recommend to the Town Board to approve the SUP application as submitted.

Seconded by Ben Garvey

Upon a vote being taken:

Ayes- 7

Noes- 0

Motion carried

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TOWN OF AURORA

LOCAL LAW INTRO __ - 2026

LOCAL LAW __ - 2026

**A Local Law to Increase the Salary of the Town Highway Superintendent
During the Term of Office**

Be it enacted by the Town Board of the Town of Aurora as follows:

Section 1: Legislative Intent

It is the intent of this local law to provide an increase in the annual salary for the elected office of David Gunner for the remainder of 2026, in accordance with the provisions of the New York State Municipal Home Rule Law. This increase is in excess of the amount specified in the notice of the public hearing on the preliminary budget published pursuant to Town Law § 108.

Section 2: Authority

This local law is enacted pursuant to Municipal Home Rule Law § 10. To the extent necessary, this local law supersedes any inconsistent provisions of the Town Law or other applicable laws relating to the timing or adjustment of salaries of elected town officers, consistent with the authority conferred by the Municipal Home Rule Law.

Section 3: Salary Increase

Effective as hereinafter provided, the annual salary for the Highway Superintendent shall be increased from the current amount of 110,331.⁰⁰ to the new amount of 115,331.⁰⁰ for the year 2026, effective as of _____. For the current fiscal year, the Highway Superintendent shall be paid at the rate necessary to yield the annualized amount set forth herein, prorated as appropriate from the effective date through the end of the fiscal year.

Section 4: Budgetary Authorization

The Town Board hereby authorizes and directs that the Town budget be amended as necessary to fund the salary established herein, including any inter-fund or intra-fund transfers and modifications in accordance with applicable law and fiscal procedures.

Section 5: Severability

If any clause, sentence, paragraph, or section of this local law shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not impair the validity of the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, or section directly involved in the controversy.

Section 6: Subject to Permissive Referendum

Pursuant to Municipal Home Rule Law § 24, this local law is subject to a referendum on petition (permissive referendum). This local law shall not take effect until (i) thirty (30) days have elapsed after its adoption without the filing of a valid petition requesting that the local law be submitted to the electors for approval, or (ii) if a valid petition is filed within such period, until approved by a majority of the qualified electors voting thereon at a duly held referendum.

Section 7. Notice; Filing; Publication and Posting

The Town Clerk is hereby directed to:

- cause to be published and/or posted, in the manner required by law, a notice setting forth an abstract of this local law and stating that it is subject to a permissive referendum; and
- file a certified copy of this local law with the New York State Secretary of State as required by law.

Section 8: Effective Date

This local law shall take effect in accordance with Section 6 above, upon the expiration of the period for filing a petition for a permissive referendum without such a petition being filed, or, if a valid petition is filed, upon approval by a majority of the qualified electors voting thereon and subsequent filing with the Secretary of State.

5C

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that a public hearing will be held by the Town Board of the Town of Aurora on the 19th day of February, 2026 at 7 PM in the conference room on the second floor at the Aurora Municipal Center located at 575 Oakwood Avenue, East Aurora, New York, 14052, at which hearing parties and interested citizens shall have an opportunity to be heard on the Town of Aurora Comprehensive Plan.

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

Jeanne Viger
Town Clerk
Town of Aurora

Solar Energy Systems Chapter 95A

95A-4C: Utility-scale solar energy systems are only permitted in C-1, C-2, and C-3 zoning districts.

95A-5E: Utility-scale solar energy systems and all solar energy systems over 25 kw shall be subject to all provisions of this chapter and permitted only in the approved districts (C-1, C-2, and C-3) zoning districts. These systems shall require a special use permit, site plan approval from the Town Board and a building permit from the Town of Aurora Building Department.

95A-6C(5): The total surface area of a non-utility-scale said solar energy system on a lot situated in an Agriculture (A) and Commercial (C1, C2, and C3) District shall not exceed 5% of the total square footage of the entire lot.

95A-6C(6): The total surface area of a utility-scale solar energy system on a lot which is greater than two acres situated in Commercial (C1, C2, and C3) District shall not exceed 10% of the total square footage of the entire lot.

95A-8B(2): As regulated for accessory structures in the Commercial (C1, C2, and C3) uses in Chapter 116 of the Town Code.

Subdivision of Land and ODA Chapter 99

Add 99-6B: Prior to submittal of an application, a preliminary meeting with the developer, property owner, Town Supervisor, Superintendent of Highways, and Code Enforcement Officer is required to discuss the proposed subdivision. This meeting will review the basic site design concept and advise the developer as to potential problems or concerns and will assist the developer in determining the information required to begin the process. [move all subsequent sections down one]

99-31A(5): Front Yard Setback

- A. 200 feet from the boundary line parallel to the street right-of-way
- B. No accessory building/structure shall be erected in the front yard.

Zoning Chapter 116

116-4 Building, Height of: The vertical distance measured from the average elevation of the proposed finished grade at the front of the building to the highest point of the roof for flat roofs, to the deck line of mansard roofs and to the mean height between eaves and ridge for gable, shed, hip and gambrel roofs.

Delete 116-8.5D(3)

Delete 116-8.5E(3)

Delete 116-8.6E(3)

Ponds Chapter 87

87-2A: A building permit pursuant to this chapter must be issued prior to construction, at a fee set by the Town Board by resolution.

87-2A(3): Pond site plan approval shall be by the Town Code Enforcement Officer.

Sewers Chapter 93

93-1 Superintendent: The Superintendent of Highways of the Town of Aurora.

Alarm Systems Chapter 35

35-1 Title. This chapter of the Aurora Town Code shall be known as the "Town of Aurora Alarm Code."

35-2 Purpose. The purpose of this chapter is to protect and promote the health, safety and general welfare of the residents of the Town of Aurora by reducing the number of false alarms, via proprietary alarm systems of fire, intrusion, holdup, emergency medical systems or other emergencies which contribute to ineffective utilization of police and fire and emergency response agencies. Such emergency responses are susceptible to high accident rates, interfere with genuine emergencies (responses) and produce unnecessary alarm noise to the surrounding community.

35-3 Definitions. For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Alarm System: a device or an assembly of equipment which is designed to detect smoke, abnormal rise in temperature, fire, water flow, medical emergency or an entry into or exit from a building, structure or facility or a holdup alarm and, by reason thereof, emits an audible response intended to alert persons outside of the premises and/or transmit a signal or message to an emergency agency, either directly or through a private or commercial relay facility.

Automatic dialer: a device that automatically dials and relays a prerecorded message to an emergency agency or to a commercial relay facility.

Emergency Agency: The Police Department or Fire Department, Central Fire Alarm Office, Emergency Medical Services (EMS), or other emergency dispatch center.

False Alarm: An activation of an alarm system where either an emergency situation does not exist or the activator does not have a reasonable basis to believe that an emergency situation does exist.

35-4 Existing alarm systems. The owners and lessees of premises having existing alarm system shall comply with §35-5 and §35-6 of this chapter within 90 days of the effective date described in §35-14.

35-5 Automatic cutoff system.

- A. No person shall install or maintain an external alarm system which does not contain an operational automatic cutoff system which turns off the external audible alarm once activated after a period not to exceed 10 minutes.
- B. An automatic dialer connected directly to an emergency agency shall automatically disconnect and/or terminate its message after the message has been transmitted a maximum of two times. Notwithstanding the foregoing, however, the total transmission time of all messages shall not exceed five minutes.

35-6 Direct communication to emergency agency. There shall be no automatic alarm system with direct communication to any type of an emergency agency without prior written authorization from the emergency agency where the alarm terminates.

35-7 Charges for false alarms. An owner or lessee of real property to which an emergency agency responds as a result of a false alarm shall pay a fee for each such response in each calendar year as follows:

- A. Police Department response.
 - 1. First false alarm response: no charge.
 - 2. Second false alarm response: \$50.
 - 3. Third or more false alarm responses: \$100 each.
- B. Fire Department response.
 - 1. First false alarm response: no charge.
 - 2. Second false alarm response: \$50.
 - 3. Third or more false alarm responses: \$100 each.
- C. EMS response.
 - 1. First false alarm response: no charge.
 - 2. Second false alarm response: \$50.
 - 3. Third or more false alarm responses: \$100 each.

35-8 Notice of excessive use: The owner or lessee of real property which received an emergency response by reason of a false alarm shall be notified, in writing, by means of first-class mail, of all false alarms, including police alarms, fire alarms, and/or EMS alarms, in a calendar year. The letter shall inform the owner or lessee of the times and types of emergency responses provided to the address location and, where applicable, contain a copy of the Alarm Code and notify the owner or lessee of any charges due pursuant to §35-7 of this chapter.

35-9 Administrative review: The Chief of Police whose jurisdiction is the Town of Aurora, or his designee, and/or the Code Enforcement Officer of the Town of Aurora, or his designee, shall establish a policy and procedure whereby an owner of real property or lessee thereof on which an alarm system has been installed and who has been notified of a false alarm may present evidence as to why any such alarm should not be classified as a false alarm. The Chief of Police, or his designee, and/or the Code Enforcement Officer, or his designee, shall designate one or more members of their departments, which may include themselves, not to exceed three in total, to receive such evidence and make recommendations and findings of fact concerning such classification. The Chief of Police, or his designee, and/or the Code Enforcement Officer, or his designee, shall make the final determination concerning a classification, which determination shall be reviewable only pursuant to procedures under Article 78 of the New York Civil Practice Law and Rules. To challenge the classification of an alarm as a false alarm, the real property owner or lessee thereof shall, in writing, notify the Chief of Police and/or the Code Enforcement Officer within 10 days after receipt of notice of the alarm, which will be presumed to have been received three days after mailing pursuant to §35-8 of this chapter. The failure to give such timely notice shall be deemed a waiver of the right to review any such determination.

35-10 Payment of charges. Charges for false alarms shall be paid to the Town Clerk of the Town of Aurora at the Aurora Municipal Center, within 30 days of the mailing date of any notice provided pursuant to §35-8 of this chapter.

35-11 Failure to remit charges. Failure of a real property owner or lessee of property on which an alarm system is installed to pay any false alarm charges, as defined in §35-7 of this chapter, within 30 days of the mailing date of a notice of the amount due provided pursuant to §35-8 of this chapter shall be deemed a violation of this chapter and may result in said real property owner or lessee, as the case may be, being served with a summons.

35-12 Enforcement. The Chief of Police shall enforce this chapter for alarm systems which detect intrusions or holdup alarms at a building, structure or facility. The Code Enforcement Officer shall enforce this chapter for alarm systems which detect smoke, fire, water flow or abnormal rate of rise in temperature or emergency medical systems. If both Police Department and Fire Department alarms are activated, the Code Enforcement Officer will enforce this chapter.

35-13 Penalties for offenses. Any person or persons, association or corporation committing an offense against this chapter or any section or provision thereof is guilty of a violation punishable by a fine not exceeding \$250 or imprisonment for a period not exceeding 15 days for each such offense, or by both such fine and imprisonment.

35-14 Effective date. This chapter shall become effective on the latter of the first day of March 1994 or its proper filing with the Secretary of State of New York in a manner consistent with §27 of the New York Municipal Home Rule Law.

Site Plan Chapter 95

95-1 Intent: The intent of a site plan review is as follows:

- A. To evaluate the intended building design in its arrangement to and its suitability to natural site conditions and the compatibility with surrounding land uses.
- B. To permit the Town of Aurora to analyze development proposals in terms of their impacts on local growth and the need for facilities and services.
- C. To protect and provide for the public health, safety and general welfare of the Town.
- D. To conform with current zoning, the Official Map, and Comprehensive Plan, if any, now or in the future.
- E. To protect the value of land throughout the Municipality, to encourage orderly and beneficial development upon the land, and to minimize misunderstanding in the interpretation of intended land uses set forth in current zoning restrictions.
- F. To prevent the pollution of air and water, to assure the adequacy of proper drainage methods, and to safeguard the natural water table through responsible sewage removal/treatment.
- G. To provide for the preservation of open spaces through the most efficient design and layout of buildings, including but not limited to the use of cluster development of buildings on a parcel of land.

95-2 Applicability; exceptions.

- A. All applications for building permits shall be accompanied by a site plan as approved by the Town Board, based on the review and recommendations of the Town Planning Board and, if appropriate, the Town's Engineer, Highway Superintendent and/or Code Enforcement Officer and upon the opinions and concerns brought up at a required public hearing(s), if any.
- B. An approved site plan need not accompany an application for a building permit to construct any of the following:
 - 1. A one-family or two-family dwelling and its permitted accessory uses or structures.
 - 2. A commercial improvement, either in the form of an addition to an existing structure or the construction of a new structure, which upon completion, will be less than 2,500 square feet. Notwithstanding this exception, if an applicant, during any three-year period, has engaged in a series of small improvements on his, her, or its property which, in the opinion of the Code Enforcement Officer, are intended to circumvent the requirements for a site plan review, Code Enforcement Officer may, in his or her reasonable judgement view all of those improvements in the aggregate in determining whether or not any such improvement or improvements would be excluded from the requirement of a site plan because of the amount of improved square footage involved.
 - 3. Improvements on agricultural properties or farms within the Town of Aurora which would either not otherwise be subject to the issuance of a building permit or which are located in the rear of existing improvements, provided that such improvements are located on a parcel of land of 10 acres or more.
 - 4. Construction for the purposes of accessibility.
- C. Notwithstanding any other provision contained in this §95-2, a site plan review will be required for any commercial improvement constructed on a property which immediately adjoins or is directly across the street from or is within 500' of a property which is zoned residential by the Town

95-3 Review Procedures

- A. Upon applying for a building permit which requires a site plan review, the Code Enforcement Officer will advise the applicant of the specific materials which need to be submitted to the Planning Board and/or Town Board for review. This step is designed to save the applicant from possible future delays. The Code Enforcement Officer will review the basic site design concept and advise the applicant as to potential problems and concerns and will assist the applicant in determining the information needed to begin a preliminary site plan review. In order to accomplish these objectives, the applicant shall provide sketches of the proposed development, together with an area map showing the location of the site in relation to neighboring points of interest.
- B. At this time, the Town's designated state environmental quality review (SEQR) officer will decide if an environmental review is necessary.
- C. All materials needed for a site plan review will be filed with the Code Enforcement Officer, together with a completed site plan review application to be developed by and obtained from the Code Enforcement Officer. A nonrefundable fee, the exact amount of which will be

established from time to time by resolution by the Town Board, shall be paid at that time to the Town Clerk. Thereafter, the Code Enforcement Officer will distribute the application to the Town Board for referral to the Planning Board, as well as to any other individuals, agencies or bodies that may be appropriate for their review, report and recommendation.

- D. Upon receiving the information required on the site plan submittal checklist (which is to be attached to the site plan review application) and a complete set of plans, drawings, maps, surveys and other materials deemed reasonably necessary and appropriate, the Planning Board will review and make an initial assessment of materials and notify the applicant of any additional materials needed to complete the site plan review. If variations from the submission requirements are to be granted, they will be mutually agreed upon by the applicant and the Planning Board at this initial consultation. This will be the preliminary stage of the site plan review.
- E. To further aid in determining public opinion and concerns, an optional public hearing may, but need not be, scheduled by the Planning Board within 45 days of receipt of a completed application for site plan review.
- F. The Planning Board shall act on such an application and notify the Town Board an applicant, in writing, of its action, which shall be to recommend either the acceptance or rejection of an application or the conditional acceptance of any application or the acceptance of an application conditioned upon certain changes in the proposed project or development.
- G. Final site plan approval or disapproval will be given by the Town Board following its receipt of a written recommendation by the Planning Board to approve, disapprove, or approve with modification an applicant's site plan review application. Such a written recommendation shall be made by the Planning Board within 60 days of any public hearing held by the Planning Board or the submission of a completed site plan review application to the Planning Board.
- H. Any time limits set forth herein may be extended by mutual consent of the Planning Board and/or Town Board and the applicant to allow all interested parties to comment upon or modify any pending proposal. Notwithstanding the above, if the Town Board determines that it is in the best interest of the Town to expedite the review and approval or disapproval of a pending application, subject to the provisions of this chapter, the Town Board may notify the Planning Board of this determination, in which event the Planning Board will make a written recommendation to the Town Board to either accept a pending application without change, to accept a pending application subject to certain changes, conditions or modifications or to reject a pending application within 60 days of the date of the Town Board's written request.
- I. Within 45 days of receiving a recommendation from the Planning Board, and to further aid in determining public opinion and concerns, the Town Board shall schedule a public hearing.
- J. Within 45 days of, the public hearing, the Town Board shall approve, disapprove or approve with modifications an applicant's final site plan. In the event that the Town Board rules that the site plan does not comply with Town standards or regulations or is unacceptable to the Town Board for any other reason, then the record of such determination shall be delivered to the applicant, including a separate statement setting forth, in as much detail as needed

for the applicant to understand the basis for such determination, the criteria used by the Town Board and others in the determination of disapproval.

- K. Upon approval by the Town Board, a complete final site plan review package will be sent to the Code Enforcement Officer after which a building permit will be issued to the applicant if he, she, or it complies with all other applicable rules and regulations.
- L. All costs incurred by the Planning Board and/or Town Board or other individuals involved in the site plan review for consultation fees or other expenses in connection with the review procedure shall be charged to and paid by the applicant, in the Town's discretion either before or after they are incurred.

95-4 Submission requirements.

- A. The site plan submittal checklist will assist in providing the Town's Planning Board with a basis for reaching a final decision regarding the recommendation of a final site plan to the Town Board for approval, disapproval or approval with modifications. An applicant's proposed site plan and all supporting data will be submitted by and bear the official and signature of a licensed architect, landscape architect, professional engineer or land surveyor.
- B. Site plan components, as allowed or required by state law, which will, to the extent deemed appropriate, be considered by the Town Board, Planning Board and others as part of an analysis of an applicant's site plan will include the following: legal data, impact on the environs, natural features, existing man-made features, proposed development, impact on stormwater pollution and other information or materials. If a stormwater pollution prevention plan (SWPPP) is submitted pursuant to §95-4B(6) of this chapter, such SWPPP shall be considered by the Town Board, Planning Board and others as part of an analysis of an applicant's site plan, and the site plan and SWPPP shall not be approved unless they comply with the performance and design criteria and standards in Chapter 96, Stormwater Management, of the Code.
 - 1. Legal data
 - a. The name, address, email and phone number of the applicant and authorization of the owner if different from the applicant; the name and address of the owner(s) of record, if different from the applicant; and the name, address, email and phone number of the person or firm preparing the site plan and any related maps or sketches.
 - b. Ownership intentions of the applicant others, such as future options, rights-of-way etc.
 - c. Current zoning classification of the property, including exact zoning boundary if in more than one district.
 - d. Property boundary lines plotted to scale by a licensed surveyor, including distances, angles, North arrow, scale and date.
 - e. The locations, widths, elevations, and names of existing and proposed adjacent streets.

- f. A description of all existing deed restrictions or covenants applying to the property.
 - g. The identification and record of the application and approval status of all necessary state and county permits as part of the final stage of any applicant's site plan review.
- 2. Impact of proposal on environs:
 - a. Relationship to:
 - i. Adjacent and nearby land uses, both public and private.
 - ii. Existing and proposed traffic patterns.
 - iii. Existing and projected water supply, sewage disposal and similar service capabilities
 - iv. The community's ability to provide adequate recreation, education and fire protection.
 - b. Visual compatibility with surroundings.
 - c. Effect on air and water quality standards applicable to commercial site plans.
 - d. Effect on energy consumption and conservation.
 - e. Whether the designated lead agency deems the proposal to be significant pursuant to the State Environmental Quality Review Act, in which event a draft environmental impact statement, followed by an environmental impact statement, will be required and reviewed.
- 3. Natural features:
 - a. Geological features, such as depth to bedrock and the locations of rock outcrops.
 - b. Topographical features, including a map showing existing contour intervals of no more than five feet. Two-foot contour intervals will be required if the topography is relatively flat. Areas of steep slopes should be delineated as necessary.
 - c. Soil characteristics, such as load-bearing capacity and drainage capacity.
 - d. Hydrologic features, which should include drainage and natural runoff patterns, flood zones, noted wetlands, vegetative cover and average depth to groundwater.
- 4. Existing development and infrastructure:
 - a. The location and dimensions of major buildings and structures.
 - b. The location and width of roads, private drive and paths, including site access.
 - c. The location, size and flow direction of sewers, water supply lines, and culverts; all utilities to be identified.
 - d. Other existing developments adjacent to the site, including setback and lot line dimensions.
- 5. Proposed development:
 - a. The intended use of the completed project.
 - b. A grading and drainage plan.

- c. Site placement of buildings, accessory structures, fences, parking lots, sidewalks, storage tanks, waste-disposal units, etc.
 - d. The location and size of water and sewer lines and appurtenances.
 - e. The location, size and design of all outdoor lighting facilities, public-address systems and outdoor signs, including those posted on buildings.
 - f. A general landscaping plan and planting schedule, including buffer zones and green space.
 - g. An estimated project schedule and phasing plan (final site plan).
 - h. A performance bond, if determined to be appropriate, with the amount, completion schedule, public improvements covered and inspection and bond approval.
6. Impact on stormwater pollution:
- a. A stormwater pollution prevention plan (SWPPP), if required for the proposed development under Chapter 96, Stormwater Management, of the Code.
 - b. The recommendation of the Stormwater Management Officer to approve, approve with modifications, or disapprove the SWPPP pursuant to Chapter 96 of the Code.
7. Other: any other information or materials with the Town Board, Planning Board, Town's Engineer, Highway Superintendent and/or Code Enforcement Officer deems reasonably necessary and/or appropriate to complete a meaningful site plan review in connection with the applicant's proposed improvements or development project.

95-5 Waiver of review process. The Town Board may waive the applicability of all or any portion of the site plan review process to a particular applicant or project if it determines that such review is not in the interest of public health, safety or general welfare or is inappropriate to a particular site plan or project, except that the requirements of §95-4B(6) of this chapter shall not be waived.

95-6 Decision; notice and filing

- A. Prior to reaching a final decision on a site plan review application, the Code Enforcement Officer shall, if required, mail notice of such proposed action to the Erie County Department of Environment and Planning.
- B. The decision of the Town Board on any site plan application shall be filed in the office of the Town Clerk within five business days after such decision is rendered and a copy mailed to the applicant.

95-7 Effective date. This chapter shall take effect the 11th day of January 1999.

6A

TOWN OF AURORA

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

MEMO

TO: Supervisor Snyder and Town Board Members

FROM: Elizabeth Cassidy, Code Enforcement Officer

DATE: February 4, 2026

The Building Department has accepted Site Plan application for 690 South St by Dan Mirsky of East Aurora Baseball and Softball. The request is to place a prebuilt shed on the Pool Park property adjacent to the snack shack and utilize it for storage of equipment and field maintenance supplies. A site plan is required due to the proximity of properties zoned residential.

Town Code section 95-5 states that "The Town Board may waive the applicability of all or any portion of the site plan review process to a particular applicant or project if it determines that such review is not in the interest of public health, safety or general welfare or is inappropriate to a particular site plan."

If the Town Board does not waive the referral, then the application shall be referred to the Planning Board for their review and recommendation. After receiving the recommendation, the Town Board shall schedule a public hearing.

Due to the proximity of the property to the municipal boundary, a referral to Erie County Department of Environment and Planning is required as per GML §239-m.

This is a Type II Action for purposes of SEQRA and does not require a determination by the Town Board.

Please contact my office with any questions.

Liz Cassidy

**TOWN OF AURORA
SITE PLAN REVIEW APPLICATION**

Date submitted: 2/2/26

Applicant name: East Aurora Baseball & Softball

Applicant address: PO Box 105, East Aurora, NY 14052

Property owner: Town of Aurora

Owner's address: 515 Oakwood Ave East Aurora

Property address: 690 South St

SBL # (s) 176.09-1-13

Prior owner —

Is site adjacent to or within 500 feet of an 'R' District? YCS

=====

Proposed Project: New shed for baseball and softball storage

Commercial X Multi family — Number of dwelling units —

Zone: OS Total property Acreage: 1.4 Acreage covered by bldg .004

Square footage of building: 200' (20' x 10') Cubic footage of building: 1600

Aggregate square footage of other buildings on property: ~3500

FEE SCHEDULE

Up to 5000 cu ft (20 x 25 x 10) - \$50 plus (+) \$100 per acre or fraction of acre.
Up to 10,000 cu ft - \$75 plus (+) \$100 per acre or fraction of acre.
Over 10,000 cu ft - \$75 plus (+) \$5 per 1,000 cu ft over 10,000 cu ft plus (+) \$100 per acre or fraction of acre.

Fee: \$
Receipt #

Received by [Signature]
Town Clerk/Deputy Clerk

Base fee for cu ft \$
Each 1,000 cu ft over 10,000 \$
Acres \$

SEQR action: — Type I (Long EAF) X Type II (Long EAF) Short EAF Unlisted (Short EAF)

690 South St

Submission Requirements for Town of Aurora Site Plan Review

The Applicant shall submit to the Superintendent of Building a completed Site Plan Review application as well as 15 copies of the following documents where deemed necessary.

1. A boundary survey with site plan showing proposed lots, building locations (Proposed and existing), land use areas, utility easements, right-of-way boundaries, North arrow, date, scale, existing wetlands were applicable. *partial*

waived 2. Topographical Survey based on United States Geological Survey data to extend a reasonable distance beyond proposed site. **Also list any changes to current topography.**

3. Location of existing and proposed easements.

NA 4. Existing natural features such as watercourses, waterbodies, wetlands, wooded areas, flood hazard areas, 15% or more slope areas. Any changes to these features are to be noted.

NA 5. Stormwater pollution prevention plan (SWPPP), if affecting an acre or more

NA 6. Soil Test, regarding characteristics, capabilities and/or limitations for development according to TOA soil district

7. Location and design of all existing on-site as well as neighboring improvements including drainage, culvert pipes, waterlines, sanitary and storm sewer systems, retaining walls and fences.

8. Location and design of all utilities, proposed and existing, including, but not limited to electric, gas, water, cable, etc.

9. Location and design of all proposed and existing streets, parking lots, service areas, access drives, bicycle and pedestrian ways within and neighboring proposed site.

waived 10. Location, height of buildings and front, side, and rear lot dimensions of all proposed buildings.

11. Location of all open space designated for "Green space", parks, playgrounds, landscape screening and general landscape proposals. *existing*

NA 12. Location, size and design of all proposed signage and outdoor lighting.

13. Building elevation drawings, when required. *photos submitted*

NA 14. Grading and drainage plan showing existing and proposed contours at intervals not exceeding 2 feet. Include measures, devices and or structures for erosion and runoff control during and after construction.

15. Location of nearest fire hydrants and access for firefighters and their equipment.

NA 16. Landscaping plan identifying plant materials, location of refuse areas, dumpsters and outdoor storage. Provisions for visual and noise screening. *at corner of South & Ocean St*

17. Short EAF form – see attached

18. If not in 'B' district, notify abutting properties of proposed plans (Building Department will help).

- NA* 19. Is approval needed by any other agency such as NYS Freshwater Wetland permit, US Army Corp of Engineer and Federal Wetland impact permit for this project? If so, list the approval type and time frame of approval.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

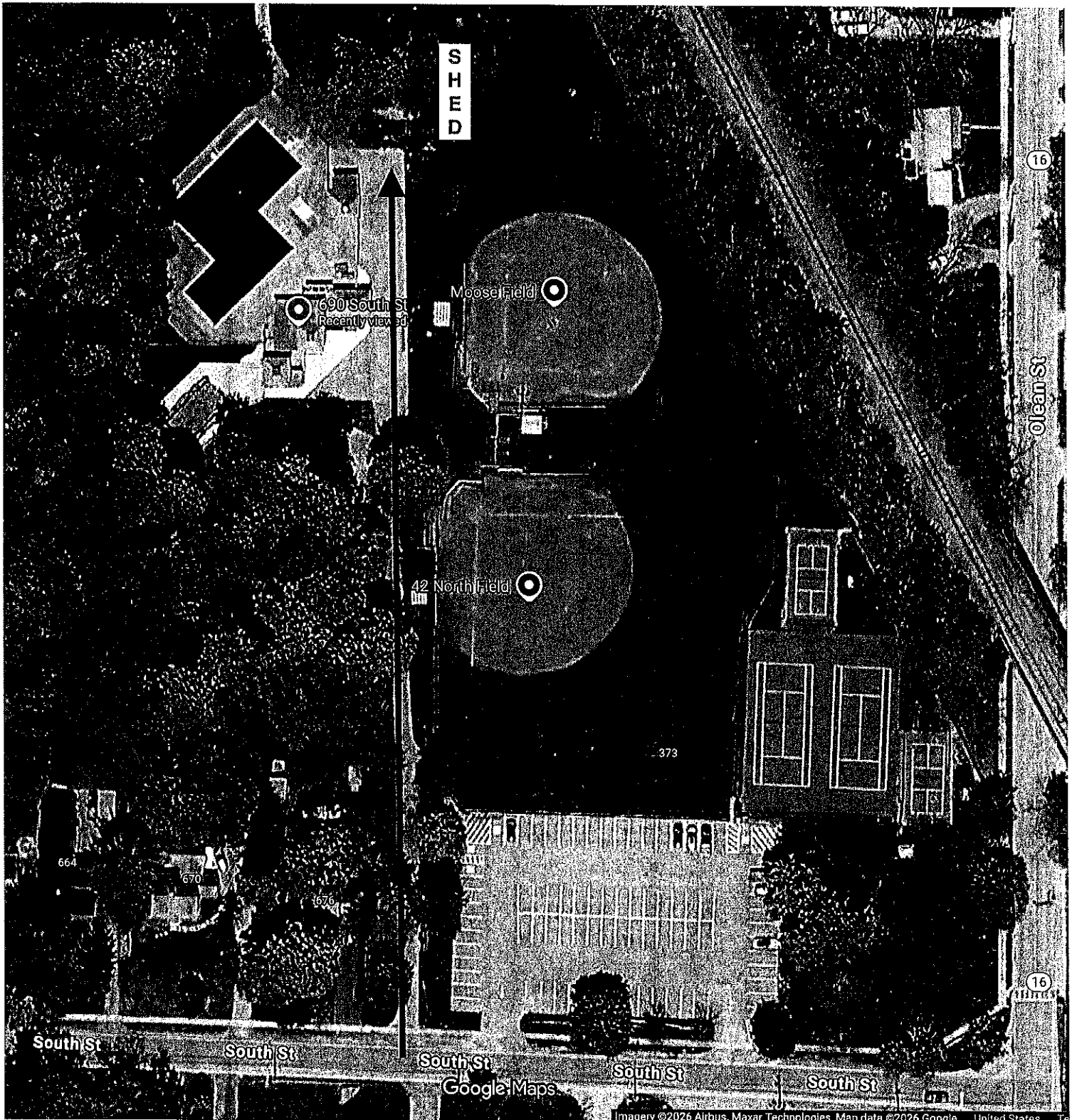
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 - Project and Sponsor Information							
Name of Action or Project: New shed for East Aurora Baseball and Softball storage							
Project Location (describe, and attach a location map): Next to existing Snack Shack							
Brief Description of Proposed Action: We would like to install a 20' x 10' storage shed next to the existing Snack Shack structure. This shed will be used to store baseball and softball equipment, and field maintenance supplies.							
Name of Applicant or Sponsor: East Aurora Baseball & Softball		Telephone: 716-289-1349 (Dan Mirsky)					
		E-Mail: info.eabaseball@gmail.com					
Address: PO Box 105							
City/PO: East Aurora		State: NY	Zip Code: 14052				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: Building Permit			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☐</td> <td>☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
3.a. Total acreage of the site of the proposed action? _____ acres							
b. Total acreage to be physically disturbed? _____ acres							
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres							
4. Check all land uses that occur on, adjoining and near the proposed action.							
☐ Urban ☐ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☒ Residential (suburban) ☐ Forest ☐ Agriculture ☐ Aquatic ☐ Other (specify): _____ ☒ Parkland							

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO ☐	YES ☒	N/A ☐
b. Consistent with the adopted comprehensive plan?	☐	☐	☒
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO ☐	YES ☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO ☒	YES ☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO ☒	YES ☐	
b. Are public transportation service(s) available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	☐	☒	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: <u>N/A</u>	NO ☒	YES ☐	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: <u>N/A</u>	NO ☒	YES ☐	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: <u>N/A</u>	NO ☒	YES ☐	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places?	NO ☒	YES ☐	
b. Is the proposed action located in an archeological sensitive area?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO ☒	YES ☐	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	☒	☐	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO ☒	YES ☐	
16. Is the project site located in the 100 year flood plain?	NO ☒	YES ☐	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? ☐ NO ☐ YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: ☐ NO ☐ YES	NO ☒	YES ☐	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
_____	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
_____	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
_____	☒	☐
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor name: <u>Dan Mirsky, President EA Baseball & Softball</u> Date: <u>2/2/26</u> Signature: <u><i>Dan Mirsky</i></u>		



S
H
E
D

690 South St
Recently Viewed

Moose Field

42 North Field

373

16

Ocean St

16

South St

South St

South St

Google Maps

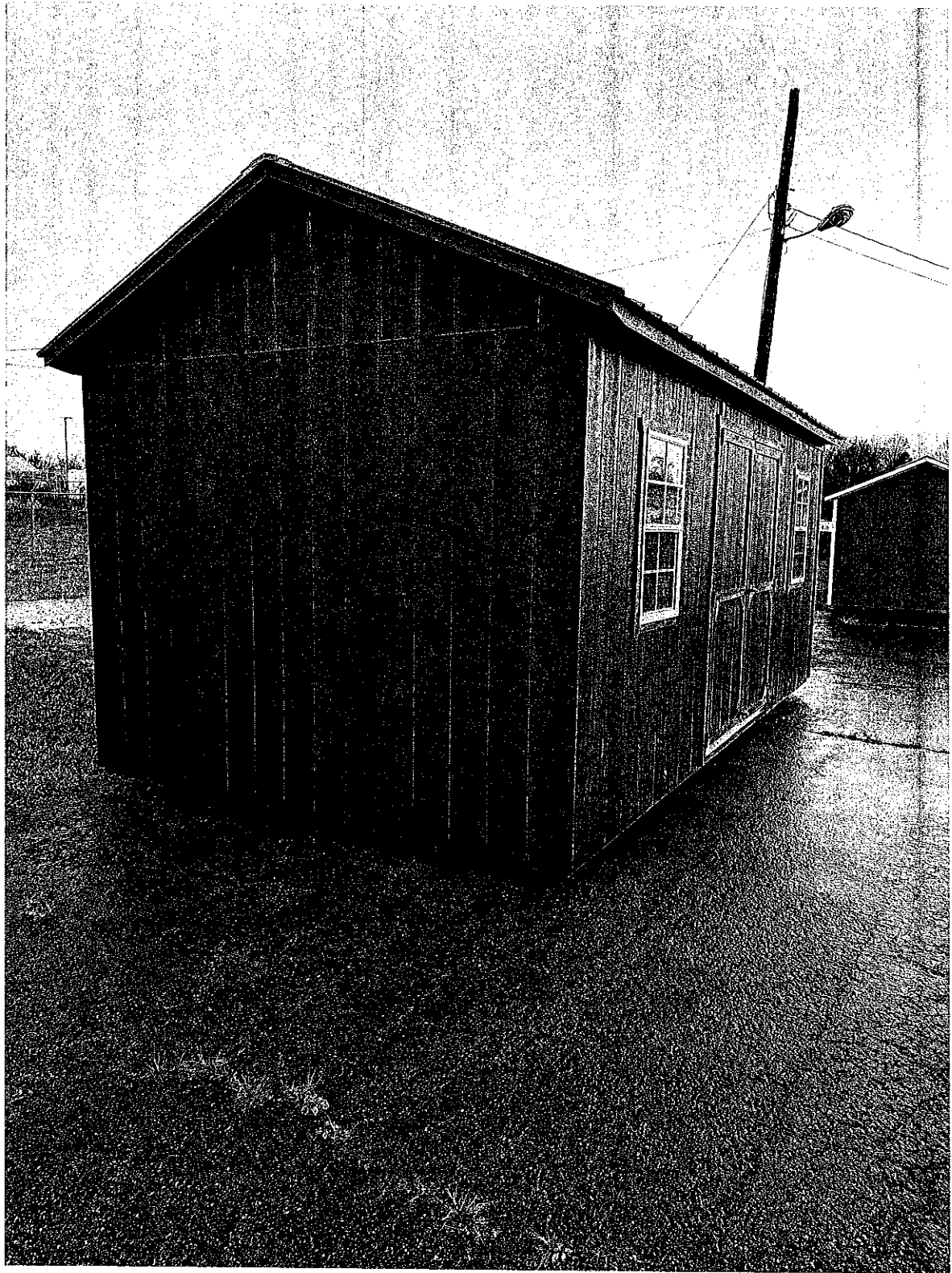
South St

South St

Imagery ©2026 Airbus, Maxar Technologies, Map data ©2026 Google United States Te







SUPERVISOR
CHARLES D. SNYDER
(716) 652-7590
supervisor@townofaurora.com



TOWN CLERK
JEANNE H. VIGER
(716) 652-3280
townclerk@townofaurora.com

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

LB

MEMO

TO: Town Board

FROM: Kathleen Moffat

RE: Close Capital Project H5 Purchase of Firehall/Improvements New Town Hall

DATE: 02/09/26

On 12/30/25, the Town received the final grant monies awarded for the New Town Hall capital project. The project is now complete and has a cash balance of \$55,616.61. Based on discussions with our auditors and Supervisor Snyder, I respectfully request approval to transfer \$55,616.61 from capital project H5 to A General Fund and use the funds towards the 4/1/26 payment associated with the 2021 debt issuance. The transfer would be effective 12/31/25 and the capital project would then be closed.



6C

Wire Transfer Agreement

The Wire Transfer Agreement ("Agreement") is entered into as of February 1, 2026 (the "Effective Date") between Bank of Holland (hereinafter referred to as "we", "us", "our" or "Bank") and the business entity, Town of Aurora, (hereinafter referred to as "you", "your" or "yours").

1. **Scope of the Agreement** – This Agreement applies to Wire Transfers made from business accounts. This Agreement does not apply to any fund transfers covered by our ACH Agreement, or to any fund transfers that are "Remittance Transfers" as defined in the Electronic Fund Transfer Act (15 U.S.C. 1693o-1) and Regulation E, Subpart B (12 C.F.R. 1005.30 et seq.).
2. **Acceptance of Wire Transfers** – We will accept requests for Wire Transfers made pursuant to this Agreement and will charge the Account(s) you have designated for any such Wire Transfers. Wire Transfer services are provided as a service to you, and we may, in our sole discretion, decline to process any request for a Wire Transfer without cause and without prior notice. If we decline to process a Wire Transfer request, we may notify you by any means we choose, including orally, by email or in writing. We will not process Wire Transfer requests with incomplete required information.
3. **Security Procedures** – To ensure that any Wire Transfer request is duly authorized, there are security procedures that apply to Wire Transfer requests. You agree that we may verify the authenticity of any Wire Transfer request, or any communication requesting cancellation or amendment of any Wire Transfer request, by following our security procedures. These procedures may include, but are not limited to: signature verification, positive identification by at least one photo identification and one other piece of identification, and/or telephone callback procedures. You agree that any Wire Transfer request to us in your name that is made in compliance with this Agreement is effective as your Wire Transfer request, whether initiated by you, so long as we follow these security procedures. You understand and agree that if we are unable to verify the authenticity of your Wire Transfer request, we may, pursuant to our security procedures, decline to process your Wire Transfer request, and we shall have no liability of any nature whatsoever if we do so.
4. **Cut-off Times** – Wire Transfer Requests must be received by us prior to our cut-off time in order to be processed on the business day of your request. Our cut-off time for incoming and outgoing Wire Transfers is 2:00 pm Eastern Time. A "business day" for Wire Transfer purposes is any day except Saturdays, Sundays and Federal holidays. Our cut-off time is subject to change without notice. Wire Transfer requests received after the cut-off time on a business day, or on a day that is not a business day, may not be processed until the next business day we are open.
5. **Cancelling or Amending a Wire Transfer** – You understand and agree that you will have no right to cancel or amend a Wire Transfer request after we receive it. The previous sentence notwithstanding, we will make a reasonable effort to act on a request to cancel or amend a Wire Transfer payment order made by you prior to the time that we execute such payment order, but we have no liability if your cancellation or amendment request is ineffective. After a Wire Transfer payment order has been sent, we may also make a reasonable effort to respond to your request to cancel or amend the payment order, but you understand and agree that we may be unable to cancel or amend a payment order once it has been accepted by the recipient financial institution. Cancellation or amendment requests may be made by phone, but must be followed by a written request and must be made in accordance with our

security procedures. You agree to hold us harmless for any losses or expense related to cancellation or amendment of Wire Transfer payment orders, including any charges or expenses incurred.

6. **Processing of Wire Transfer Requests** – We will generally use the Federal Reserve funds transfer system to process Wire Transfers, but we may use any means and routes that we, in our sole discretion, consider suitable for the transmission of funds. The Federal Reserve Board's rules, regulations, and policies place aggregate limits on the amount that financial institutions may transfer from time to time during any business day. In the event such limits cause a delay or a failure to transfer any amount specified in any Wire Transfer request we receive from you, you understand and agree that we shall have no liability and are not responsible for any such delay or failure to transfer funds so long as we promptly notify you of such failure or delay, and effectuate the transfer as soon as is reasonably possible thereafter.
7. **Inconsistency of Name and Identifying Numbers** – To ensure the accuracy of Wire Transfer payment orders, we rely on the routing number and account number you furnish to us when identifying the recipient of any Wire Transfer payment order. You understand and agree that we and any other financial institution may rely upon any such identifying routing number and/or account number given to us in connection with any Wire Transfer request as being the correct routing number and/or account number, even if the number identifies a person different than the named beneficiary or identifies a financial institution different from the named financial institution. Neither we nor any other financial institution has a duty to determine whether an identifying number you have furnished matches the intended beneficiary or the named financial institution.
8. **Errors** – You agree to review all account statements, online banking documentation, and other documentation of your Wire Transfer promptly, and to report any error or discrepancies to us immediately.
9. **Liability** – We will not be liable if we have acted in accordance with the instructions you give us in connection with any Wire Transfer request. You understand and agree that we shall have no liability of any nature for any delays or mistakes in processing a Wire Transfer request, so long as we act in good faith and with reasonable care. We shall not be responsible for any delays or mistakes caused by other parties through whom we transmit funds, regardless of whether such other parties were selected by you or by us. In no event, however, will we be liable for any special, indirect, or consequential damages (including lost profits) of any kind unless the law requires a different standard. We are not required to pay interest on any amount we may owe to you due to an unauthorized Wire Transfer arising out of our error unless you exercise ordinary care to discover the unauthorized transfer and promptly advise us of the relevant facts within the time period set forth in your Account Agreement.
10. **Amendments** – We may amend this Agreement, from time to time, by sending you a copy of any amendment at least 30 days prior to its effective date. This Agreement may also be amended by a written amendment executed and signed by you and the Bank.
11. **Termination** – We may terminate this agreement at any time by giving written or oral notice to you. Unless we terminate this Agreement, the Agreement shall remain in effect until we receive written notice of termination from you and have been afforded a reasonable opportunity to act on your termination notice. You may not assign this Agreement to any other party.
12. **Charges and Fees** – We will charge your account for any Wire Transfer payment orders initiated by you, including applicable fees and expenses as stated in the Fee Schedule.
13. **Oral Agreements** – This Agreement represents the final agreement between you and us with regard to this subject matter covered by this Agreement, and there are no unwritten oral agreements between us that are not expressly contained in this Agreement. No representation or statement not expressly contained in this Agreement or in any amendment shall be binding upon you or us.

14. **Force Majeure** – We will not be liable for a failure to execute a Wire Transfer according to your instructions if an interruption in communication facilities or some other circumstance beyond our control, such as fire or flood, prevents the transfer, despite reasonable precautions we have taken.
15. **Severability** – If any provision of this Agreement is finally determined by a court of competent jurisdiction to be unenforceable or invalid, then such determination shall apply only to the affected provision(s), and all other provisions of this Agreement shall remain in full force and effect.
16. **General** – You agree that only our wire transfer forms, methods, and procedures may be utilized. You also agree that in the event of an error, we may correct any such error without prior approval or notice to you.
16. **Governing Law** – This Agreement is governed by the provisions of Regulation J, 12 CFR Part 210, Subpart B, including the Appendices, to the extent that any wire transfer request is carried out. This Agreement is also subject to all applicable Operating Circulars of the Federal Reserve Bank in the district in which we are located, and any other applicable provisions of federal or state law. To the extent that Regulation J does not apply to this Agreement, this Agreement shall be governed by the laws of the state in which we are chartered, and any terms used in this Agreement which are not defined in this Agreement shall have the same meanings as defined in Article 4A of the Uniform Commercial Code.

You understand and agree that Bank of Holland will only execute a Wire Transfer which meets the above guidelines, and which otherwise complies with the terms and conditions of this Wire Transfer Agreement.

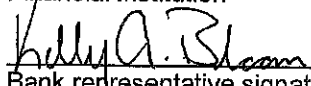
Company Name: Town of Aurora

Company Address: 575 Oakwood Ave
East Aurora, NY 14052

Telephone Number: (716) 652-7590

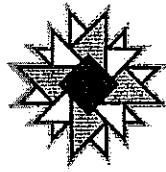
E-mail Address: csnyder@townofaurora.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative and same shall be effective as of the date of execution and acceptance by the Bank, as set forth below.

Bank of Holland
Financial Institution

Bank representative signature
Kelly A. Bloom
Printed Name
Branch Administrator
Title

Town of Aurora
Company Name

Company representative signature
Charles D. Snyder
Printed Name
Supervisor
Title



BANK OF HOLLAND

6D

POSITIVE PAY SERVICES AGREEMENT

The Positive Pay Services Agreement ("Agreement") is entered into as of February 1, 2026 (the "Effective Date") between Bank of Holland (hereinafter referred to as "we", "us", "our" or "Bank") and the business entity, Town of Aurora, (hereinafter referred to as "you", "your" or "yours").

This Agreement is controlling in the event any provision of this Agreement conflicts with any other agreement between the parties, including but not limited to the *Terms and Conditions of Your Account*, the *Business Online Banking Customer Agreement and Disclosure Statement* and the account signature cards.

You certify by signing this Agreement that you agree to all provisions contained herein.

I. DEFINITIONS

1. **Account** means any account of yours, maintained by the Bank, which is covered under this Agreement.
2. **Business Day** means Monday through Friday except Federal Reserve holidays.
3. **Check File** means the record describing checks written by you that are submitted to the Bank for the Account on file.
4. **Exception Item** means a Presented Item that does not match an item in your check file.
5. **Exception Report** means a report or record describing Exception Item(s) which is provided to you by the Bank.
6. **Item** means any Check that has cleared or attempted to clear your Account or is listed in either the Exception Report or Check File that you have submitted to the Bank.
7. **Pay Request** means your instruction to the Bank to pay an item on the Exception Report.
8. **Presented Item** means a check drawn on your Account and presented to us for payment through the Federal Reserve.
9. **Return Request** means the instructions you have given the Bank not to pay an Exception Item.

The Service: The Positive Pay check program (the "Service") is designed to reduce the likelihood that an unauthorized check will be paid against your Account. You will submit electronic files to the Bank that identify checks that have been validly issued by you that have been authorized against your Account. As checks are presented for payment, we will match the incoming checks against the file(s) of issued items. Checks that do not match the list of validly issued items provided by you will be reported electronically back to you by the Bank as an exception. This will enable you to instruct us when to return items drawn on your Account that appear to be counterfeit, altered, or are otherwise not validly issued by you. The Service is available only through our Cash Management program and will be available through Business Online Banking.

Provisions of Services: The services to be provided to you shall include only the services expressly set forth in the Agreement. This Agreement supplements the other terms and conditions set forth in the Bank's *Terms and Conditions of Your Account*, the *Business Online Banking Customer Agreement and Disclosure Statement* and all related disclosures that you have previously agreed to. The Bank has the right to determine, in our sole discretion, the nature and extent of the services to be provided. The services described herein are the sole property of the Bank and any third-party vendors utilized to provide the service. You shall have no rights to the services, other than those rights expressly granted under this Agreement.

Training: The Bank will conduct training to instruct you on how to transmit a check file through the Positive Pay Service in Business Online Banking.

File Transmission Requirements: You must transmit the file in a file format approved by the Bank. Check Files must be submitted in one of the following formats: Excel, Fixed Length File, CSV (Comma Separated Variable), or Manual Entry.

Exception Reports: The Bank will compare the Check File received from you to checks presented for payment on the Account(s). The Bank will then prepare an Exception Report for the prior Business Day on each Account for which you have requested the Service. The Exception Report will list all checks which were not included in the Check File submitted by you and any check presented for a different amount than what the Check File had authorized.

Deadlines:

File Transmission Deadline: You must provide us with the Check File(s) via the Positive Pay system through Business Online Banking no later than 5:00 p.m. (Eastern Standard Time) on a Business Day. You may send more than one file per day. Check files received after the cutoff time may be processed the next business day.

Pay/Return Decision Deadline: You must notify the Bank of any Pay Request or Return Request for all exception items by 11:00 a.m. (Eastern Standard Time) on the same business day that you received the exception report. Any checks or ACHs that you have not made a Pay/Return Decision on by 11:00 a.m. (Eastern Standard Time) **will be authorized and paid per standard banking procedures.** We shall not be required to verify checks on the exception report against previously cleared or posted items.

Services Fees and Additional Charges: Service fees apply to the use of Positive Pay. Fees are subject to change. You agree to pay such charges and authorize us to deduct the calculated amount from your account for the payment amounts as well as any additional charges that may be incurred by you. Any fees associated with your standard deposit accounts will continue to apply. You are responsible for all fees, service charges or data usage amounts that may be assessed by your internet or telephone provider.

Termination:

- The Bank may terminate this Agreement at any time for any reason by providing written notice to you by fax, e-mail or mail. Any termination of this Agreement by us shall not affect any of your obligations under this Agreement regarding all transactions initiated prior to such termination.

- You may terminate this Agreement by providing written notice to us; such notice shall be effective the Business Day following our receipt of the cancellation notice.

Reservation of Rights: We reserve the right to change the fees for Positive Pay or the rules, including but not limited to the required reporting timelines, stated in this Agreement at our discretion by providing written notice to you by fax, e-mail or mail at least 30 Business Days prior to implementing such change.

Confidentiality: We shall exercise care to preserve your confidential information. You understand and agree that it is within our normal banking procedures to maintain the confidentiality of customer information and prevent unauthorized transactions.

You acknowledge that the service, any database and any proprietary data, processes, methods, information or documentation disclosed or made available as part of the service are the exclusive and confidential property of the Bank. You should use the same care and discretion that we do with respect to your confidential property, in no event should you use less than reasonable care. Upon expiration or termination of this Agreement for any reason, you shall return any and all copies, written and electronic, of such confidential information to the Bank.

Limitation of Liability and Indemnification: Any item that we return in accordance with the terms of this Agreement will be deemed to be not properly payable. Any item drawn on the Account that you authorize us to pay in accordance with this Agreement will be paid without performing any other check verification procedures. You hereby agree that, once you have authorized the payment of a check against the Account utilizing the Service, we will have no liability whatsoever for paying the item, regardless of whether or not the item was validly issued or authorized by you and whether or not we have performed any additional verification procedures for the item(s). You (i) agree to indemnify and hold the Bank harmless from any losses or liabilities it may suffer or incur as a result of us returning or paying a check or other debit transaction against the Account based on your Pay/Return Decision, and (ii) release and forever discharge the Bank, its officers, directors, employees and agents, from any and all manner of action or actions, suits, claims, damages, judgments, levies, executions, expenses, costs, interest, attorney's fees and legal expenses, whether known or unknown, liquidated or unliquidated, fixed, contingent, direct or indirect, which you have, may or shall have or claim to have against the Bank regarding or relating to the payment or return of any item pursuant to the provisions of this Agreement.

Warranties: YOU UNDERSTAND THAT THE BANK DOES NOT MAKE ANY WARRANTIES ON EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET PROVIDER SERVICE, OR ANY PART OF THEM, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE BANK IS NOT RESPONSIBLE FOR ANY LOSS, INJURY OR DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, CAUSED BY THE INTERNET PROVIDER, ANY RELATED SOFTWARE, OR THE BANK'S USE OF ANY OF THEM OR ARISING IN ANY WAY FROM THE INSTALLATION, USE, OR MAINTENANCE OF MY PERSONAL COMPUTER HARDWARE, SOFTWARE, OR OTHER EQUIPMENT.

Governing Law: This Agreement shall be construed in accordance with and governed by the laws of the State of New York and the federal laws of the United States of America. The parties agree that the applicable portions of the Uniform Commercial

Code, as adopted in the State of New York, shall apply to the transactions contemplated by this Agreement except to the extent expressly prohibited by federal law.

Headings: The headings to sections of this Agreement are included for ease and reference and shall not be deemed to create rights, remedies, claims or defenses arising under this Agreement.

Severability: Should any part of this Agreement be held illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

Company Name: Town of Aurora

Company Address: 575 Oakwood Ave

East Aurora, NY 14052

Telephone Number: (716) 652-7590

E-mail Address: csnyder@townofaurora.com

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative and same shall be effective as of the date of execution and acceptance by the Bank, as set forth below.

Bank of Holland

Financial Institution

Kelly A. Bloom

Bank representative signature

Kelly A. Bloom

Printed Name

Branch Administrator

Title

Town of Aurora

Company Name

Company representative signature

Charles D. Snyder

Printed Name

Supervisor

Title



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Bank Of Holland
12 S. Main Street
Holland, NY 14080
Phone: 1-716-655-4667 Fax: 1-716-655-6607

Merchant Capture Agreement

This Merchant Capture agreement ("Agreement") contains the terms and conditions that govern use of the Merchant Capture service supplied to you by Bank Of Holland. By signing this Merchant Capture application, you accept and agree to be bound by this Agreement, the fees and charges set forth in the Merchant Capture Pricing Schedule, and by all applicable state and federal laws and regulations.

In this agreement, the words "you" and "your" refer to each customer who uses the Merchant Capture Service. The capitalized terms "Bank of Holland" or the "Bank" refers to the Bank of Holland, New York. The term "Check 21 Law" refers to the federal law commonly known as "The Check Clearing for the 21st Century Act."

Merchant Capture Pricing Schedule

The fees and charges set forth in the Merchant Capture Pricing Schedule that accompanies this Agreement are in addition to any other fees and charges payable by you to the Bank. Bank of Holland reserves the right to change, amend, or otherwise revise the eDeposit Pricing Schedule at any time. If the Merchant Capture Pricing Schedule is revised, the Bank will notify you 30 days in advance. You are required to maintain a checking account with Bank of Holland for settlement of Merchant Capture deposits.

Merchant Capture Service

You have chosen to use check conversion technology to convert original checks to check images for deposit with Bank of Holland as the Bank of first deposit. You will transmit electronic copies of the original checks using the scanner which has been provided to you. You understand and agree that the Merchant Capture Service may be provided by the Bank or by its designated agent.

Your Duties and Obligations

As you convert original checks into electronic images for transmission and deposit into your account, you must transmit all of the information from the front and back of the original check. You are responsible for all warranties or indemnifications for the Reconverting and Truncating Bank, as defined in the Check 21 Law. You also warrant that no depository bank, drawee, drawer, or endorser will be charged for a Substitute Check, original check, or other electronic representation for a check that has already been paid.

If you create a Check Image for deposit into your account, you agree that:

- You will undertake prudent measures designed to verify the identity of individuals issuing items to you.
- Items will not be otherwise deposited or negotiated in any form with another bank, credit union or other entity if it has been scanned and accepted for processing. If duplicate deposits are made in error, you will be liable for reimbursing customer(s);
- The check image accurately represents all of the information on the front and back of the original check as of time the original check was converted;
- The check image bears all endorsements applied by any party that previously handled the original check in any form for forward collection or return;
- The check image preserves the identity of the other bank or other party as required by law; and, you agree that
- Original checks will be maintained in a secure location for 60 days to permit research if items are questioned by parties involved in the processing and clearing of a transaction or become the subject of any other legal inquiry. After the 60 day period, we require that the checks be destroyed.
- Submit an e-mail notification of Merchant Capture total to: admin@bankofhollandny.com

You agree that you will not transmit for deposit any item that (i) is issued by you or any affiliate, (ii) you suspect or should know to be fraudulent or not authorized by the legal owner of the account on which the check is drawn, or (iii) is a foreign item drawn on a financial institution that is located outside of the United States or Territories of the United States.

The Bank reserves the right to eliminate or change any of the function capabilities at any time without prior notice. You will be responsible for authorizing access to Merchant Capture to appropriate employee(s) and assigning User IDs to such appropriate employees. Customer is responsible for all transactions made through any established User IDs and password. Customer and User will not make any passwords available to any non-authorized persons. Customer will be responsible for determining if they want to separate duties. For instance, one person could scan and submit the deposit while another could verify transaction statements or review Merchant Capture reports. The Bank will not be liable for non-authorized use of Merchant Capture or for any losses that may result. Customer will notify Bank of Holland immediately if Customer believes that a User ID and/or password have been used without permission. Customer and User will not disclose any information pertaining to its use or the components of Merchant Capture to any non-authorized User. Customer has received and understands all new account disclosures connected with opening of Accounts and acknowledges that this Agreement is in addition to any of these agreements and disclosures. Customer will continue to have access to regular Account statements that describe all transactions for the Accounts including the transactions that Customer has initiated through Merchant Capture. Customer is responsible to review all statements in a timely manner (within 60 days) and report in writing any irregularities to the Bank at once.

You agree to indemnify the Bank for any loss or expense, including attorney fees and disbursements, which the bank incurs as a result of your breach of the warranties set forth in this Agreement. You also agree to defend, indemnify, and hold the Bank harmless from and against all liability, damage, and loss, including attorney fees and disbursements, arising out of any claims, suits, or demands brought by third parties against the Bank with respect to any check image including, without limitation, any errors arising out of keying errors on reject items. You also agree to indemnify, defend, and hold harmless the Bank from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of actions (including attorney fees and disbursements) of third parties resulting or arising from (a) your failure to abide by or perform any obligation imposed upon you under this Agreement; (b) the willful misconduct, fraud, criminal activity, intentional wrongdoing, or negligence of you or any of your representatives involving use of the Merchant Capture service; (c) the actions, omissions, or commissions of you, your employees, consultants, and/or agents relating to the Merchant Capture Service; and from (d) any transmission or instruction, whether or not authorized, made by you in connection with the Merchant Capture Service that is acted upon by the Bank in good faith.

Merchant Capture Annual Audits

You agree to implement appropriate document management procedures at your place of business to ensure the safety and integrity of deposited items from the time of receipt until the time of destruction or other voiding. The Bank reserves the right to perform a site evaluation to review management and operational controls, staffing and the need for training and ongoing support, and the IT infrastructure. In addition, the Bank will perform annual audits at the customers location related to IT, Remote Deposit Capture and associated operational processes.



Bank Of Holland
12 S. Main Street
Holland, NY 14080
Phone: 1-716-655-4667 Fax: 1-716-655-6807

Merchant Capture Agreement

Merchant Capture Threshold Limit

A deposit dollar amount threshold will be put in place due to the credit risk associated with Merchant Capture. This limit will be monitored by the Bank and may be changed at any time.

At the time of the signing of this contract, the Company's Maximum Merchant Capture Threshold Limit within a one (1) day period has been set at:

\$ 1,500,000.00

Bank Of Holland Duties and Obligations

Bank Of Holland will review and process all transactions received during the hours established by the Bank for accepting items deposited through the Merchant Capture Service, except when prevented from doing so due to equipment or electrical failures or any other condition beyond the reasonable control of the Bank. If the Merchant Capture Service is not functioning, you will need to make your deposit at one of our branches. Bank of Holland will respond to client e-mail regarding status of submitted Merchant Capture and credit your account the same business day. Items deposited after 5:00 P.M. EST. will be processed on the next business day. The Funds Availability Schedule set forth in the Funds Availability Policy Disclosure will apply to all deposits made using the Merchant Capture Service.

Merchant Capture Service Scanner

Bank of Holland has provided you with a Scanner to convert original checks into electronic images for transmission and deposit into your account.

The Bank did not manufacture the scanner. The Bank owns the scanner. The Bank has provided the scanner to you on a "WHERE IS, AS IS" basis, without any warranties, either expressed or implied.

The Bank will service the scanner or provide a replacement scanner in the event that the scanner should stop operating properly. The scanner remains property of Bank of Holland.

Warranties; Disclaimer of Warranties

The Merchant Capture service is provided on an "as is" and "as available" basis. The Bank makes no warranties and expressly disclaims all warranties, express or implied, regarding the Merchant Capture service, including the warranty of title and the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the generality of the foregoing, the Bank disclaims any warranties regarding the operation, performance or functionality of the Merchant Capture service (including, without limitation, that it will operate without interruption or be error free). There are certain security, information corruption, transmission error, and access availability risks associated with using open networks such as the Internet and/or telecommunication lines or circuits. You hereby assume all such risks associated with use of the Merchant Capture service.

Limitation of Liability

The total liability of the Bank in connection with any deposit error arising from your use of the Merchant Capture Service shall be limited to a correction of any error arising from the negligence of the Bank.

The Bank's maximum potential liability shall, in any event, be limited to direct damages sustained by you as a direct result of the Bank's gross negligence or willful misconduct. The maximum aggregate liability of the Bank resulting from any such claim shall not exceed the total fees paid by you for the Merchant Capture service in the six-month period preceding the date of the claim. In no event shall the Bank be liable for special, incidental, punitive or consequential loss or damage of any kind, including lost profits.

Term and Termination

The term of this agreement shall begin when you sign the Merchant Capture application and shall continue for so long as you continue until you notify Bank of Holland otherwise. The Bank may, at any time, terminate your use of Merchant Capture Service.

Credit Report

The undersigned hereby authorizes Bank of Holland to verify credit and employment history and/or have a credit-reporting agency prepare a credit report on the undersigned individuals

Amending This Agreement

The Bank may change, amend, or otherwise revise this agreement at any time. You agree to be bound by the current version of this Agreement. If this Agreement is revised, the Bank will notify you.

Bank of Holland

Financial Institution

By:

Name: Timothy W. Dickey / Michelle L. Maloney

Title: President / Senior Loan Officer

Date: 02/01/2026

Town of Aurora

Company

By:

Name: Charles D. Snyder

Title: Supervisor

Date: 02/01/2026