

RECORD AND RETURN TO:
COUNTY OF ERIE
BOX NO. 107

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT, made this ___ day of _____ 2026 (the “*Effective Date*”) between the **COUNTY OF ERIE, a municipal corporation of the State of New York**, having an address at 95 Franklin Street, Buffalo, New York 14202, hereinafter referred to as the “*County*” and/or the “**Grantor**,” and the **Town of Aurora, a municipal corporation of the State of New York**, having an address at 575 Oakwood Avenue, East Aurora, NY 14052 (hereinafter referred to as the “*Town*” or “**Grantee**”),

RECITALS:

WHEREAS, the County is the owner of a certain 263.30-acre parcel of real property situated in the Town of Aurora, County of Erie and State of New York, which currently bears SBL #201.00-1-46, and is more particularly described in a deed recorded in the Erie County Clerk’s Office in Liber 7718 of Deeds on Page 155, and a certain 7.20-acre parcel of real property situated in the Town of Aurora, County of Erie and State of New York, which currently bears SBL #201.00-3-4, and is more particularly described in a deed recorded in the Erie County Clerk’s Office in Liber 7570 of Deeds on Page 525, both of which serve the public as Emery Park, an Erie County Park (the “*Park Property*”); and

WHEREAS, the Town desires to replace a 100-year-old culvert in Cazenovia Creek in Erie County's Emery Park; and

WHEREAS, the existing culvert has shown significant signs of aging, and needs to be replaced to address safety concerns for Cornwall Road and Cazenovia Creek; and

WHEREAS, the Town of Aurora is requesting a temporary construction easement to enable the removal and replacement of the culvert; (collectively, the “*Work*”); and

WHEREAS, the Town is requesting a permanent easement upon completion of construction of the culvert for the purposes of maintaining, repairing, operating, and inspecting the culvert and associated roadway infrastructure; and

WHEREAS, the proposed temporary easement will require restoration of disturbed areas to minimize impact on Emery Park; and

WHEREAS, the Erie County Lands Advisory Review Committee reviewed the action under SEQRA and determined the action to be a Type II action, denoting the minimal environmental impact; and

WHEREAS, the Erie County Lands Advisory Review Committee reviewed and approved the temporary and permanent easements; and

WHEREAS, the Erie County Legislature subsequently reviewed the proposed action under SEQRA and concurred with the Erie County Lands Advisory Review Committee's assessment of the

action under SEQRA, determining the action to be a Type II action; and

WHEREAS, the Erie County Legislature approved the granting of temporary and permanent easements through adoption of resolution COMM. 24E –11 (2025) on December 18, 2025;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated and restated herein as material terms of this Agreement; and
2. **Grant of Temporary Easement, and Construction of Culvert.** Subject to, and in consideration of, the Town's demolition of the existing and construction of a new culvert over Cazenovia Creek where it intersects with Cornwall Road at Emery Park, the County hereby grants to the Town a Temporary Easement area of 3,180 +/- square feet, over, under, and across the portions of the Park Property known as 0 Emery Road (SBL: 201.00-1-46) at the location identified as "Temporary Easement North" and a Temporary Easement area of 3,180 +/- square feet over, under, and across the portion of the Park Property known as 0 Cornwall Road (SBL: 201.00-3-4) at the location identified as "Temporary Easement South", on the drawing attached hereto as **Exhibit A** and laying within the area described on the attached **Exhibit B** (collectively referred to herein as the "**Easement Premises**") solely for the purpose of entering the Easement Premises to: (a) perform the Work; (b) establish, install, construct, maintain, repair, remove, replace, and operate roadwork and bridge infrastructure and related appurtenances within the Easement Premises at the Town's sole cost and expense; (c) have unimpaired ingress, egress, and access to and from the Easement Area as is necessary and/or convenient to the exercise of the rights granted herein for a period of twenty four (24) months from the date of the County's execution of this Agreement (the "**Temporary Easement**"); and
3. **Grant of Permanent Easement.** Upon Completion of the Work, the County hereby grants to the Town a non-exclusive easement area of 958 +/- square feet over, under, and across the portions of the Park Property known as 0 Emery Road (SBL: 201.00-1-46) at the location identified as "Permanent Easement North" and a non-exclusive easement area of 479 +/- square feet over, under, and across the portion of the Park Property known as 0 Cornwall Road (SBL: 201.00-3-4) at the location identified as "Permanent Easement South" on the drawing attached hereto as **Exhibit A** and laying within the area described on the attached **Exhibit B** (collectively referred to herein as the "**Easement Premises**") solely for the purpose of entering the Easement Premises: (a) to perform the Work; (b) establish, install, construct, maintain, repair, remove, or replace roadwork and bridge infrastructure and related appurtenances within the Easement Premises at the Town's sole cost and expense; and (c) to have unimpaired ingress, egress, and access to and from the Easement Area as is necessary and/or convenient to the exercise of the rights granted herein (the "**Easement**"); and
4. **Maintenance.** The Town shall be solely responsible for maintenance of the culvert and adjacent Cornwall Road right-of-way; and
5. **Notification of Commencement of Work.** At least thirty days (unless a shorter

period agreed to by the County in writing) prior to the commencement of any work involving any disruption of soils at the site, the Town shall notify the Erie County Department of Parks, Recreation and Forestry and the Department of Environment and Planning; and

6. **Proof of Insurance Prior to Commencement of any Work.** At least thirty days (unless a shorter period agreed to by the County in writing) prior to commencement of any work, on any occasion, at the Park Property, the Town, and any of its contractors or agents entering the site, shall provide proof of adequate insurance coverage consistent with the insurance certificate included as **Exhibit C** hereto in amounts and form deemed adequate to the Erie County Attorney's Office; and

7. **Obtaining Applicable Permits and Approvals.** At least thirty days (unless a shorter period agreed to by the County in writing) prior to the commencement of any work at the Park Property, the Town shall be responsible for providing to the County a) work plans for contemplated work, b) proof of obtaining all required approvals from any applicable federal, state, or local authorities to be provided to the County Department of Environment and Planning. The Work Plan shall contain the date for completion of the work, the plans for protecting any excavations with fencing, and the date for completion of site restoration; and

8. **Cost; Restoration.** The Town shall be responsible for one hundred percent (100%) of all costs and expenses associated with the Work and the performance of its obligations hereunder. Within 14 days of completion of the Work, or other entry into the Easement Premises, unless said time period is extended in writing by the County, the Town agrees, at the Town's sole cost and expense, and with due diligence, to promptly restore the Easement Premises, the Property, and all improvements located on the Property to good condition and state of repair (and to at least as good of a condition which existed immediately prior to the exercise of any of the rights granted herein), including but not limited to soil stabilization activities such as seeding and/or planting of vegetation; and

9. **Ownership of the Improvements.** The Town hereby agrees and acknowledges that any improvements constructed by the Town (i) are the sole property of the Town; (ii) shall be the Town's sole responsibility to operate, maintain, repair, remove, and replace; (iii) shall be under the Town's exclusive control and supervision at all times; (iv) shall be used by the Town solely for the benefit of Cazenovia Creek and Cornwall Road right-of-way; and (v) the County assumes no ownership or responsibility for the proposed reconstructed new culvert; and

10. **Notification of Change of Ownership.** The Town shall notify the County if the ownership or maintenance of the site changes; and

11. **Indemnification.** The Town hereby assumes any and all risks associated with the Work. The Town shall indemnify, defend and hold the County harmless from and against any and all liabilities, losses, expenses (including reasonable attorneys' fees), causes of action, damages, claims, suits, judgments and actions to persons or property arising out of, or alleged to arise out of (i) the Work; (ii) the exercise of the Town's rights hereunder; or (iii) the Town's access or use of the Park Property for the Easement; and

12. **Duration; Successors and Assigns.** This Agreement shall run with the land and shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns; and

13. **Entire Agreement.** This Agreement and the exhibits attached hereto constitute the sole and complete agreement and understanding of the Parties hereto with respect to the rights granted herein and supersede all prior written or oral agreements and understandings with respect to the rights granted herein; and

14. **Severability.** In the event any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason or in any respect, such invalidity, illegality or unenforceability will in no event affect, prejudice or disturb the validity of the remainder of this Agreement, which will be and remain in full force and effect, enforceable in accordance with its terms; and

15. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law principles; and

16. **Modifications.** This Agreement shall not be modified or changed except in a writing in recordable form executed by the County, or future public entity who has assumed ownership of the Improvements described herein, and the then-current owner(s) of the Property burdened by the terms of this Agreement which are desired to be so modified or changed; and

17. **Notices.** Any notice, demand, request or other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been properly given if delivered personally, or sent by United States registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier service to the applicable Party at its respective address as set forth below.

If to the County to:

Erie County Department of Environment and Planning
95 Franklin Street, 10th Floor
Buffalo NY 14202
Attn: Commissioner

With a copy to:

Erie County Attorney
95 Franklin Street, Rm. 1634
Buffalo, NY 14202

If to the Town to:

575 Oakwood Avenue
East Aurora, New York 14052

Either Party hereto by written notice to the other may change the address or the persons to whom notices or copies thereof will be directed.

18. **Headings.** The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

19. **Exhibits.** All exhibits referred to herein and attached hereto shall be deemed part of this Agreement.

20. **Ratification**. The County confirms, ratifies, and accepts all of the terms and conditions of this Agreement by its execution hereof.

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

[The remainder of this page is intentionally left blank and signature pages follow.]

SIGNATURE PAGE TO EASEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

Erie County New York

BY: _____
NAME: _____
TITLE: _____

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the ____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

SIGNATURE PAGE TO EASEMENT AGREEMENT

IN WITNESS WHEREOF, the Parties have executed and delivered this Agreement as of the Effective Date.

Town of Aurora

BY: _____
NAME: _____
TITLE: Authorized Person

STATE OF NEW YORK)
COUNTY OF ERIE) ss.:

On the ____ day of _____ in the year 2026 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

EXHIBIT B

**DESCRIPTION OF THE PROPERTY OF
THE COUNTY OF ERIE**

| ALL THAT TRACT OR PARCEL OF LAND, being part of Lot No. 10, Township No. 9~~—~~, Range No. 6 of the Holland Land Company's Survey, as described in a certain Deed recorded in the Erie County Clerk's Office on April 23, 1970, in Liber 7718 of Deeds at Page 155 and being further described as part of lands commonly known as Tax Parcel No. (S-B-L) 201.00-1-46 of the Town of Aurora, County of Erie and State of New York; and

ALL THAT TRACT OR PARCEL OF LAND, being part of Lot No. 10, Township No. 9, Range No. 6 of the Holland Land Company's Survey, as described in a certain Deed recorded in the Erie County Clerk's Office on March 24, 1969, in Liber 7570 of Deeds at Page 525 and being further described as part of lands commonly known as Tax Parcel No. (S-B-L) 201.00-3-4 of the Town of Aurora, County of Erie and State of New York "Grantor's Land."

EXHIBIT C

INSURANCE REQUIREMENTS

EXHIBIT C

COUNTY OF ERIE STANDARD INSURANCE PROVISIONS

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. **CERTIFICATES OF INSURANCE**
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased to Others or Use of Facilities or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Additional Insured	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
 - VI. Coverage must be provided on a primary-noncontributory bases.
 - VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
 - VIII. In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.
 - IX. Waiver of Subrogation: Required on all lines unless noted.
 - X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
 - XI. Workers Compensation: State Workers' Compensation/Disability Benefits Law.
- Use Applicable Certificates Below:**

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-28.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.



6B

TOWN OF AURORA

Aurora Municipal Center

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurorany.gov

MEMO

To: Aurora Town Board
From: Jeanne Viger, Town Clerk
Date: October 13, 2026
Re: Request for Part Time Payroll Funding

Due to the unanticipated impact of the Waste Management roll out during school tax collection and a staffing shortage, the Town Clerk's office has required more hours for part-time Deputy Clerk, Janis Colarusso.

As of October 8, the office has processed 4,190 tax payments. Monday through Friday during the weeks of September 14 through October 8, the office has received an average of 30 phone calls a day and several daily walk-in inquiries about Waste Management – conservatively.

This traffic has overdrawn budget line A00-1410-0107 Part-Time Help by \$765. Approval of transferring \$600 from A00-1410-0413 PT Contractual are requested of the board to help replenish the Part-Time Help account, however, it won't be enough to cover the overdraw of \$165 or allow any more hours for part-time support.

Please consider transferring \$2,000 from A1990 Contingency Fund to re-fund Part-Time Help and enable us to support residents during this new garbage roll out and process school taxes. I will transfer any unused funds back to contingency prior to the end of the year.

Thank you for your consideration.



BUDGET TRANSFER REQUEST FORM

Please note the following guidelines:

- A shortage of **less than \$750 per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the **approval of the Supervisor**.
- A shortage of **\$750 or more per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the approval of the Town Board.
- A shortage of **any amount** can be satisfied with this form requesting a budget transfer(s) between lines which fall under the **responsibility of different Department Heads**. These will require the approval of the Town Board.
- Budget transfers must be made **PRIOR** to the expenditure.
- All budget transfers must be submitted to the Supervisor's Office using this form.

DEPARTMENT HEAD NAME (printed): **Jeanne Viger**

SIGNATURE: _____ DATE: 10/13/2026

1. \$600.00	FROM: A1410.413 ACCT NO.	Town Clerk – PT Contractual ACCT TITLE	\$1,027 CURRENT BALANCE
	TO: A1410.107 ACCT NO.	Town Clerk – Part Time Help ACCT TITLE	(\$765) CURRENT BALANCE
	REASON: Transfer to help address overdrawn account		
2. \$2,000	FROM: A1990 ACCT NO.	Contingent Fund ACCT TITLE	\$23,088.24 CURRENT BALANCE
	TO: A1410.107 ACCT NO.	Town Clerk – Part Time Help ACCT TITLE	(\$765) CURRENT BALANCE
	REASON: Transfer to help address unanticipated labor needs and prevent overdrawn line		
3. \$ _____	FROM: _____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
	TO: _____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
	REASON: _____		
4. \$ _____	FROM: _____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
	TO: _____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
	REASON: _____		
5. \$ _____	FROM: _____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
	TO: _____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
	REASON: _____		

APPROVALS:

SUPERVISOR SIGNATURE : _____

TOWN BOARD MEETING APPROVAL DATE: _____

Date: _____

Action #: _____



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TOWN OF AURORA

Aurora Municipal Center

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurorany.gov

MEMO

To: Aurora Town Board
From: Jeanne Viger, Town Clerk
Date: October 9, 2026
Re: New Town Clerk Software

Please consider authorizing the Supervisor to sign a three-year contract with GovPilot for new software that will improve resident services and operational efficiency across Town government.

The platform will allow residents to register and renew dog licenses online and receive email notifications, significantly reducing paper, postage and staff time spent preparing and mailing multiple notices. The Dog Control Office(r) will also have direct access to the information needed to respond quickly and efficiently.

Couples seeking marriage licenses will be able to complete applications and schedule appointments online, reducing in-office processing time for both residents and staff.

Additional modules will support Persons with Severe Disabilities parking permits, Solicitor's Permits, vital records transactions and electronic receipting for payments collected by other Town departments.

After evaluating available options, I selected GovPilot because it meets the Town's operational needs while offering residents an intuitive, user-friendly online experience at a reasonable cost. This investment will streamline Town operations, expand access to online services and improve the overall experience for residents.

GovPilot Three-year contract Yearly subscription: \$16,000 Implementation: \$0	Tyler Technologies Yearly subscription: \$27,000 Implementation: \$59,400	Edmunds Govtech BAS Yearly subscription: \$6,500 Implementation: \$3,500
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Thank you,

Jeanne



GOVPILOT, LLC DBA SPATIAL DATA LOGIC

PROPOSAL

VALID UNTIL NOV 7, 2026

PROPOSAL FOR

Town of Aurora, New York

GovPilot delivers modern, cloud-based government software that helps municipalities reduce manual work, improve resident service, and build a more efficient operation.

ISSUED OCT 7, 2026

PREPARED FOR

Town of Aurora

Jeanne Viger · Town Clerk
575 Oakwood Avenue, East
Aurora, New York, 14052

YOUR GOVPILOT PARTNER



Matthew Yostpille

GovPilot
matthew.yostpille@gov
pilot.com
+16095447184

GovPilot is trusted by 600+ municipalities across
the United States.
Our platform is built for the way government works.
Let's build something better together.

**GovPilot, LLC dba Spatial
Data Logic**
govpilot.com

Valid until Nov 7, 2026

PROPOSAL

A Modern Digital Government Platform

Your community is ready to retire paper-based processes and give residents a faster, more transparent way to work with Town Hall. GovPilot delivers a single, secure platform to digitize permits, code enforcement, and citizen requests, so staff spend less time on paperwork and residents get answers sooner.

WHAT'S INCLUDED

GovPilot Essentials (5 modules)

5 Templated Modules

\$16,000

PER YEAR

GovPilot Professional Services

Configuration, implementation and/or training

\$0

ONE-TIME

INVESTMENT SUMMARY

Annual subscription

\$16,000 / year**Year-one total****\$16,000**

3-year total (36-month term): \$48,000.



No hidden fees.

Subscription term: Upon signing · 3-year (36 months)

BUILT FOR PUBLIC-SECTOR REQUIREMENTS

**Security & hosting****You own your data**

SOC 2-aligned controls, encryption in transit and at rest, and hosting on US-based cloud infrastructure.

The municipality retains full ownership of its records, with export available at any time.



ADA / WCAG 2.1 AA

Resident-facing portals are built to meet WCAG 2.1 AA accessibility standards.



Support & onboarding

Dedicated implementation manager, staff training, and ongoing US-based support included.

Terms

This quote is an Order under, and is incorporated into and governed by, the attached GovPilot Master Services Agreement. Please review the attached agreement before signing. Your signature below accepts both this quote and the attached Master Services Agreement

 GovPilot_MSA_Town_of_Aurora_Approved_Redlines

In signing

Payments

Payment terms: due on receipt

Buyer will receive an invoice on each billing date, upon which Buyer process payment according to the payment terms.

Acceptance

By signing below, the authorized representative of the Customer accepts this quote together with the GovPilot Master Services Agreement attached to it. This quote is an Order under that Agreement, and the Customer and GovPilot agree that this quote and the attached Master Services Agreement together constitute the binding agreement between them. The date of the last signature below is the Effective Date of the attached Master Services Agreement. The signatory certifies that they are authorized to bind the Customer and that the name and title entered below are accurate. This single signature applies to both this quote and the attached Master Services Agreement.

On behalf of the buyer,

On behalf of the seller,

Charles D. Snyder

supervisor@townofaurora.ny.gov

Ryan James

ryan.james@govpilot.com

MASTER SERVICES AGREEMENT

This Master Services Agreement describes the relationship between **GovPilot, LLC dba Spatial Data Logic and its subsidiaries and affiliates ("GovPilot")** and the **"Customer"** identified in the quote or order form to which this Agreement is attached (each a **"Party"**, collectively the **"Parties"**). This Agreement consists of the General Terms and Conditions (**"General Terms"**), which describe and set forth the general legal terms governing the relationship, together with any addenda (each an **"Addendum"**, collectively the **"Addenda"**) accepted by both Parties describing and setting forth additional covenants between the Parties (collectively, the **"Agreement"**). By signing or otherwise accepting the quote or order form to which this Agreement is attached, Customer agrees to be bound by this Agreement. This Agreement enters into effect as of the effective date stated in that quote or order form or, if no date is indicated, as of the date on which Customer signs or otherwise accepts it (**"Effective Date"**).

GOVPILOT, LLC

GENERAL TERMS AND CONDITIONS

1. **SCOPE.** Subject to the terms of this Agreement, Customer may use or receive the GovPilot Software and Services (defined below) selected by Customer as identified in order forms or quotes executed in writing (including electronically) by both parties or entered into by Customer on-line through GovPilot's website (each, an **"Order"**), each of which is hereby incorporated by reference into and made part of the Agreement. Additional and supplemental terms will be executed in the form of an Addendum. In the event of any conflict, an Addendum shall control over the General Terms, and the General Terms and applicable Addendum shall control over any Order.

2. **DEFINITIONS, PRODUCTS AND SERVICES.**

- 2.1. **Definitions.** Certain capitalized terms used in this Agreement, not otherwise defined, shall have the meanings set forth or cross-referenced below.

"Aggregated Data" refers to any technical, statistical or analytical data gathered or generated directly by use of the GovPilot Software, and which GovPilot collects, gathers and aggregates periodically as part of its services and the use of the GovPilot Software. GovPilot (its affiliates, licensors, partners and designated agents) may use this information for its own purposes, including to create, monitor and improve its products, and services or to provide customized services or technologies to their customers. GovPilot collects and uses Aggregated Data in accordance with its privacy policies. As between GovPilot and Customer, Aggregated Data (i) is owned by GovPilot; (ii) is the Confidential Information of GovPilot; and (iii) does not include personally identifiable Customer Data.

"Authorized System" means all computer systems, storage devices and networks owned, operated or under the supervision and control of Customer.

"Available" means that Users are able to access and use the GovPilot Hosting and its material functionality.

"Confidential Information" means all written, digital, or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the GovPilot Software and the Documentation shall be considered GovPilot's Confidential Information.

"Customer Data" means all data, information, records, and other content, including any information, archives, permits, licenses, or public records, that are provided, uploaded, transmitted, or otherwise submitted by Customer or its Users into the GovPilot Software. Customer Data is the Confidential Information of Customer.

"Documentation" means GovPilot's then current standard user manuals, specifications, and/or product related documentation generally made available to customers of GovPilot, in printed or electronic format, and any updates thereto.

“Eligible Customer Personnel” means any User identified in writing by Customer to GovPilot and designated for the purpose of receiving Technical Support. Eligible Customer Personnel shall have completed any training and certification requirements for use and support of the GovPilot Software as designated by GovPilot.

“Error” will mean any material, reproducible nonconformity of the GovPilot Software with the Documentation, excluding non-material issues and issues caused by Customer Data, third-party systems, or use of the GovPilot Software other than in accordance with the Documentation.

“GovPilot Desktop” refers to the executable, object code version of GovPilot Software that is licensed for installation on Authorized Systems on a client/server basis, or hosted by GovPilot if and only if separate GovPilot Hosting is explicitly listed in an Order or Work Statement as an included service.

“GovPilot Holidays” means New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

“GovPilot Hosting” refers to the hosting services provided by GovPilot to enable access to the GovPilot Desktop as hosted, configured and maintained by (or on behalf of) GovPilot and which includes access to the functionalities of the GovPilot Desktop and to Customer Data.

“GovPilot Mobile” refers to GovPilot’s proprietary mobile application that is made available to Customer and its Users for download on portable or mobile devices, for access and use of the features and modules of the GovPilot Software.

“GovPilot SaaS Software” refers to the provision of access to the GovPilot Software on a software-as-a-service configuration for access and use by Customer via the internet using a standard web browser.

“GovPilot Software” refers, collectively, to GovPilot’s proprietary enterprise software solution, which may be comprised of the GovPilot Desktop, GovPilot SaaS Software, GovSites and GovPilot Mobile, all of which GovPilot furnishes to Customer as an integrated solution in the form of installable software in object code under a client/server configuration, and/or on a software-as-a-service basis which may sync with the client/server configuration, and all additional applications and Updates therein.

“Professional Services” means any ancillary and separate services that may be provided by GovPilot at the express request of Customer, under a fixed fee or time-and-material basis at GovPilot’s then-current rates and solely under the terms of a this Agreement, pursuant to a correspondent Work Statement. Professional Services may include without limitation, consulting, training, customization services, on-site support or other professional services. Professional Services are out-of-plan services, not included in the Support Services.

“Services” means collectively those installation, deployment, configuration, training, Professional Services, Support Services, and related services that are agreed upon and set forth in the applicable Order.

“Subscription Term” refers to the subscription period set forth in the applicable Order (including any renewal terms), during which GovPilot will provide to Customer the right to use the GovPilot Software.

“Support Services” means technical support and maintenance of the GovPilot Software. Support Services are generally included in the GovPilot Software price (unless otherwise expressly indicated).

“Technical Support” means the provision of responses by qualified GovPilot personnel to questions from Eligible Customer Personnel related to use and operation of the GovPilot Software, including basic instruction or assistance related to Errors in the GovPilot Software.

“Unavailable” or **“Unavailability”** means that the GovPilot Hosting is not Available, excluding Excluded Downtime.

“Upgrade” will mean any version of the GovPilot Software, developed subsequent to the Effective Date, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the GovPilot Software, but which does not constitute merely an Update, and which is marketed by GovPilot as a separate upgrade, product and/or service.

“Updates” refer collectively to improvements, updates, minor enhancements, error corrections, workarounds, release notes, bug-fixes, minor upgrades and changes to the GovPilot Software and published user Documentation which improves existing functionality (excluding new product releases or features), and which are made generally available without a separate charge to all customers as part of the Support Services.

“User” means, collectively, any individual employee, agent, or contractor of Customer who accesses and uses the GovPilot Software and/or Documentation.

“Work Statement” means an exhibit to this Agreement that describes the scope, objectives, deliverables, responsibilities, and timeline for the implementation of GovPilot Software and Professional Services for Customer.

- 2.2. **License Grant and Right of Access.** Subject to the terms and conditions of this Agreement, during the Subscription Term, GovPilot or its affiliates hereby grants to Customer a non-exclusive, non-transferable, non-sublicenseable right and license (i) to install and operate the installable software components of the GovPilot Software, in object code only, on one (1) Authorized System for the GovPilot Desktop; (ii) to access the GovPilot Software on a software-as-a-service basis via a URL designated by GovPilot (GovPilot SaaS Software) or through the GovPilot Mobile application maintained by GovPilot; and (iii) to download and install GovPilot Mobile on mobile devices for the purpose of accessing and using the GovPilot Software, in each case solely for Customer’s internal business purposes and in accordance with this Agreement and the Documentation. Notwithstanding the foregoing, if Customer has purchased GovPilot Hosting for the GovPilot Software, no local copy of the GovPilot Software will be provided to Customer, and all access to and use of the GovPilot Software shall occur solely through the GovPilot Hosting. Customer may use the GovPilot Software and GovPilot Hosting only as expressly permitted under this Agreement, exclusively for Customer’s internal business operations and not for the benefit of any other person or entity. The license(s) granted herein are limited to use by no more than the number of Users for which the applicable fees have been paid, as set forth in the applicable Order, and may be subject to additional limitations specified in an Order or the Documentation, including limitations on storage capacity for Customer Data. This license gives Customer the right to make up to three (3) copies of the installable GovPilot Software solely for internal archival back-up purposes and for no other use, provided that all such copies remain subject to the terms and restrictions of this Agreement. Any other installation, use, or copying is prohibited unless expressly authorized in writing by GovPilot. GovPilot may, in its discretion, permit additional installation of the GovPilot Software licensed hereunder for internal non-production use only if expressly set forth in an Order. Additionally, Customer understands and agrees that access to or use of certain features of the GovPilot Software shall be subject to GovPilot’s then standard terms of service made available at <http://www.getSDL.com/terms> or another location designated by GovPilot. In the event of a conflict between the foregoing standard terms of service and the body of this Agreement, the body of this Agreement will govern.
- 2.3. **Documentation License.** Subject to the terms and conditions contained in this Agreement, GovPilot or its affiliates hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license without the right to modify or create derivative works, to use and to make copies of the Documentation during the Subscription Term solely for Customer’s internal business purposes in connection with its use of the GovPilot Software in accordance with this Agreement. Customer acknowledges that the Documentation is GovPilot’s Confidential Information. Customer agrees to ensure that all proprietary notices placed on the original copies by GovPilot (or its licensors), like copyright notices, trademark notices, and confidentiality notices, are also included in the same manner on all copies. Copies of the Documentation may not be distributed to persons who are not Customer’s Users.
- 2.4. **Restrictions.** All rights not expressly granted to Customer herein are expressly reserved to GovPilot and its licensors and suppliers. Unless otherwise expressly provided in writing by GovPilot, the GovPilot Software and GovPilot Hosting may only be used by Customer and its Users. Customer shall not, directly or indirectly, and Customer shall not permit any user or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or

underlying ideas or algorithms of the GovPilot Software or GovPilot Hosting; (b) modify, translate, or create derivative works based on any element of the GovPilot Software or GovPilot Hosting or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the GovPilot Software or GovPilot Hosting; (d) use the GovPilot Software or GovPilot Hosting for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Customer; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties any evaluation of the GovPilot Software or GovPilot Hosting without GovPilot's prior written consent; (g) use the GovPilot Software or GovPilot Hosting for any purpose other than as expressly authorized under this Agreement; (h) interfere with or disrupt the integrity or performance of the GovPilot Software or GovPilot Hosting; (i) introduce any open source software into the GovPilot Software or GovPilot Hosting; (j) use the GovPilot Software to develop, train, or support any competing product or service, or for benchmarking, comparative analysis, or public performance testing, without GovPilot's prior written consent; or (k) attempt to gain unauthorized access to the GovPilot Software or GovPilot Hosting or their related systems or networks.

- 2.5. **Users.** Customer acknowledges and agrees that it shall be responsible for all acts and omissions of Users, and any act or omission by a User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Users aware of the provisions of this Agreement as applicable to such User's use of the Software, and shall cause Users to comply with such provisions.
- 2.6. **GovPilot Hosting.** Subject to the terms and conditions of this Agreement, GovPilot agrees to host, maintain, manage, operate and grant access to the GovPilot Software, as hosted by or on behalf of GovPilot, during the Subscription Term. Customer agrees and understands that, unless expressly set forth in an applicable Order or Work Statement, GovPilot will not provide GovPilot Hosting to Customer for the GovPilot Software.
- 2.7. **Professional Services.** Customer may request that GovPilot perform Professional Services by submitting a written request describing the proposed Professional Services. GovPilot shall prepare a draft work statement as an exhibit to this Agreement outlining the Professional Services to be provided (each, a "Work Statement"). Such Work Statement shall describe the fees, costs and expenses payable by Customer to GovPilot in connection with the performance of such Professional Services. Customer, before the expiration date listed on the Work Statement, shall notify GovPilot of its acceptance of such Work Statement. Until the acceptance in writing of the proposed Work Statement, GovPilot shall have no obligation to perform the proposed Professional Services. Each Work Statement, regardless of whether it relates to the same subject matter as any previously executed Work Statement(s), shall become effective upon execution by authorized representatives of both Parties. Subject to the terms and conditions set forth in this Agreement, GovPilot shall use commercially reasonable efforts to perform the Professional Services as set forth in Work Statements separately executed by the Parties. GovPilot shall perform the Professional Services in a professional manner in material accordance with the Work Statement. Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Work Statement by written request to GovPilot specifying the desired modifications. GovPilot shall, within a reasonable time following receipt of such request, submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Work Statement. If accepted in writing by Customer, such modifications in the Work Statement shall be performed under the terms of this Agreement. Modifications in any Work Statement shall become effective only when a written change request is executed by authorized representatives of both Parties. In the event of a conflict between a Work Statement and the Agreement, the Agreement shall govern.
- 2.8. **Support and Service Levels.** Standard Support Services are included in the Subscription fees. Out of scope Support may be subject to additional fees and/or require the execution of a Professional Services Work Statement.
- 2.9. **Software Management.** GovPilot may request certification of compliance with the terms of the scope of the rights granted in this Agreement and applicable Addenda by an authorized representative of

Customer at any time but no more frequently than once per year (unless a prior review identifies a non-compliance). If a certification is not sufficient assurance of compliance, GovPilot or its agent may, at GovPilot's expense, during Customer's regular business hours and upon ten (10) days prior written notice to Customer, verify Customer's compliance with the scope of the rights granted herein. The verification will be conducted in a manner not intended to unreasonably disrupt Customer's business and will be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose. The verification may be conducted on Customer's premises, if applicable. Customer will be liable for promptly remedying discrepancies revealed during such verification, including payment to GovPilot for any underpayments. GovPilot may verify the number of Users utilizing the GovPilot Software or computers connected to the Services, as per the licenses set forth in the Order, and if such number exceeds the number of Users or computers licensed in the applicable Order, GovPilot may adjust the Fees billed to Customer to reflect such additional Users. In the event a review identifies a non-compliance, Customer will reimburse GovPilot for the reasonable costs of the audit, including third-party auditor fees.

3. OBLIGATIONS OF THE PARTIES

- 3.1. **General.** Each Party will, at its own expense: (a) remain compliant with all laws and government regulations applicable to this Agreement, and (b) reasonably cooperate with the other Party in connection with such Party's performance hereunder.
- 3.2. **Authorized Systems.** Customer agrees and understands that Customer is solely responsible for Customer Authorized Systems. Authorized Systems, which are to be provided and managed by Customer, include, without limitation, servers and virtual servers, operating systems and their maintenance, physical and cybersecurity measures, network components (including switches, routers, and cabling), hardware for data storage, disaster recovery procedures, and related infrastructure. Customer is responsible for any activities using credentials issued by GovPilot. Therefore, Customer is responsible for protecting any credentials GovPilot provides to Customer to access and configure the GovPilot Software. Customer is responsible for verifying the compatibility of any third-party hardware and/or software with the GovPilot Software, as set forth in the applicable Documentation.
- 3.3. **GovPilot Access.** Customer will provide GovPilot with reasonable access to Authorized Systems for the provision of Services, subject to Customer's reasonable written policies provided in advance to GovPilot. Customer will, at Customer's expense: (a) if necessary, allow GovPilot reasonable remote access to Customer's Systems for the purpose of resolving reported problems or to verify Customer's compliance with the terms of this Agreement; (b) provide its own equipment and communication means and pay for its own costs and expenses associated with connecting to the internet; and (c) provide Customer-specific information necessary for providing the GovPilot Software and/or Services upon GovPilot's request.
- 3.4. **Customer Assistance.** Customer agrees to promptly cooperate and assist GovPilot as reasonably required during the delivery of Services related to GovPilot products and services. Delays caused by Customer shall be the responsibility of Customer and GovPilot shall have no liability for such delays. Customer shall make available in a timely manner at no charge to GovPilot all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by GovPilot for the performance of the Professional Services. Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall provide, at no charge to GovPilot, office space, services and equipment (such as copiers, fax machines and modems) as GovPilot reasonably requires to perform any Professional Services.
- 3.5. **Security.** During the Subscription Term, GovPilot shall maintain a formal security program materially in accordance with industry standards and that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data (the "GovPilot's Security Policy"). In no event during the Subscription Term shall GovPilot materially diminish the protections provided by the controls set forth in the GovPilot's Security Policy.

- 3.6. **Aggregated Data.** Customer acknowledges and agrees that GovPilot may compile and will own Aggregated Data. To the extent necessary, Customer hereby grants GovPilot a perpetual, royalty-free, nonexclusive, irrevocable, right and license (with the right to sublicense through multiple tiers) to develop Aggregated Data from Customer's use of the GovPilot Software and GovPilot Hosting and exploit Aggregated Data for GovPilot's business purposes, including to operate, maintain, support, improve, and develop GovPilot's products and services. GovPilot shall not commercialize Aggregated Data in a manner that identifies Customer or any individual.
- 3.7. **Customer Data.** Customer is responsible for all Customer Data. As between Customer and GovPilot, Customer will be responsible for the accuracy, truthfulness, consistency, and completeness of Customer Data. Customer warrants that it shall comply with all legal requirements, including applicable privacy laws and regulations, relating to the collection, use, processing, security, and transfer of Customer Data that it provides to GovPilot. Customer will be considered the data controller for any data that identifies or can reasonably be used to identify an identified or identifiable natural person, to the extent such information is subject to applicable data protection or privacy laws ("Personal Data"). To the extent that Customer (including any User), through or in connection with use of the GovPilot Software, collects, uses, stores, processes or discloses data from any other User or third party (including Personal Data), Customer represents and warrants that it has obtained, and will maintain, all necessary rights, consents, and authorizations, and has made all required disclosures, in each case in full compliance with applicable laws, including through an applicable privacy policy or other legally sufficient notice. Without limiting the foregoing, Customer represents and warrants that it has properly disclosed, where required, that such data (including Personal Data) may be collected, used, stored, processed, and disclosed by third parties in connection with the provision of products and services to Customer, including for GovPilot to provide, operate, maintain, and support the GovPilot Software, GovPilot Hosting, and Services and as otherwise permitted under this Agreement. GovPilot will have no responsibility to review information provided by Customer or its Users and has no liability as to the accuracy of any information or other content posted by Customer or its Users. Additionally, Customer agrees and understands that the GovPilot Software and GovPilot Hosting may give Customer the functionality to make certain Customer Data available to the public and other third parties, and/or that Customer may request GovPilot to share Customer Data with third parties directly or through integrations with other third party services. CUSTOMER AGREES AND UNDERSTANDS THAT CUSTOMER, AND NOT GOVPILOT, IS SOLELY RESPONSIBLE FOR ANY CUSTOMER DATA THAT CUSTOMER CHOOSES TO MAKE PUBLIC OR AVAILABLE TO THIRD PARTIES OR THAT IT INSTRUCTS GOVPILOT TO MAKE AVAILABLE TO THIRD PARTIES, INCLUDING FOR ENSURING SUCH DATA HAS BEEN COLLECTED, USED, TRANSFERRED AND DISCLOSED IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND CUSTOMER'S APPLICABLE PRIVACY POLICY AND/OR OTHER DISCLOSURES RELATING TO THE COLLECTION, USE, TRANSFER, SECURITY AND DISCLOSURE OF CUSTOMER DATA. CUSTOMER HEREBY RELEASES GOVPILOT FROM ALL LIABILITY RELATED TO SUCH DISCLOSURES.
- 3.8. **Suitability of Personnel.** GovPilot shall assign employees and subcontractors with qualifications suitable for the work described in any relevant Work Statement. GovPilot may replace or change employees and subcontractors at its sole discretion with other suitably qualified employees or subcontractors.
- 3.9. **Third Party Hardware and/or Software.** With the exception of the GovPilot Software, Customer acknowledges responsibility and liability for all hardware, software, and other technology located on the Customer premises ("Third Party Hardware and/or Software"). Customer agrees to maintain all Third Party Hardware and/or Software to an acceptable standard, including maintaining all software within the manufacturer's End of Life guidelines, applying all updates and patches, and keeping hardware within the manufacturer's recommended lifetime and maintenance guidelines. Unless otherwise agreed in an Order or Work Statement, GovPilot does not provide or maintain Third Party Hardware and/or Software.
- 3.10. **Hosting.** Subject to the payment of applicable fees, and the inclusion of GovPilot Hosting in an Order or Work Statement, GovPilot will furnish the GovPilot Hosting in accordance with the terms set forth in this Agreement. Customer agrees and understands that GovPilot may enter into an arrangement with one or more third parties for the performance of GovPilot's obligations under this Section,

whereby any such third party may host the GovPilot Software on GovPilot's behalf ("Third-Party Hosting Provider"). GovPilot shall ensure that any such Third-Party Hosting Provider shall be contractually bound to provide substantially the same level of protection with respect to Customer's Confidential Information as provided by the terms of this Agreement. Customer acknowledges and agrees that in the event of a Third Party Hosting Provider hosting the GovPilot Software, such third party's service levels, acceptable use policies and information security policies will also apply and be binding on Customer. If applicable, SDL will reasonably make this information available to Customer.

- 3.11. **Local Network and Hardware.** GovPilot shall not be required to provide Technical Support for any local network, hardware or software. It is the sole responsibility of Customer to provide support and technical expertise for these systems. This includes any and all backups of local databases and files that are located on the Customer's computers or servers. In the case of any disaster or loss of local data, any time requested of GovPilot will be billed at a separate rate as Professional Services, and the Customer will need to approve this in advance through a Work Statement for GovPilot to provide any assistance.
- 3.12. **Internet Access.** All GovPilot Software, including software hosted on the Customer premises, requires a connection to the internet to function correctly. Customer shall maintain such internet connection for the Customer's Users as required, and ensure that internet connectivity is uninterrupted during the operation of the GovPilot Software. Customer understands that failure to maintain a functioning internet connection shall result in partial or complete inaccessibility of the GovPilot Software, and such failure does not constitute a breach of this Agreement by GovPilot.
- 3.13. **Error Corrections.** GovPilot will use commercially reasonable efforts to adapt, re-configure or re-program the GovPilot Software, as applicable, in order to correct in a timely fashion any Errors reported to GovPilot by Eligible Customer Personnel, as defined below, provided that if GovPilot determines in good faith that any such Error is the result of errors or misstatements in the Documentation, GovPilot may correct such non-conformity solely by amending the Documentation, as necessary, and further provided that any failure or inability by GovPilot to correct any such Error, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of GovPilot's obligations hereunder.
- 3.14. **Procedural Workarounds.** In the event that GovPilot fails or is unable to correct any Error, as required by this Agreement, GovPilot will use commercially reasonable efforts to develop in a timely fashion procedures or routines, for use by end users of the GovPilot Software, which, when employed in the regular operation of the GovPilot Software, will avoid or substantially diminish the practical adverse effects of the relevant Error, provided that any failure or inability by GovPilot to develop any such procedure or routine, or failure or inability to do so in a timely fashion, will in no event be deemed a breach of GovPilot's obligations hereunder.
- 3.15. **Support Obligations.** Subject to Customer being current on the payment of all fees under the Agreement, Customer will be permitted to designate, in writing to GovPilot, Eligible Customer Personnel, which Eligible Customer Personnel shall have undergone training and certification in use and support of the GovPilot Software as designated by GovPilot. GovPilot will provide Technical Support to such Eligible Customer Personnel by means set forth in the following table, subject to the conditions regarding availability or response times with respect to each such form of support as set forth in the table.

FORM OF SUPPORT	AVAILABILITY
Phone support (at such phone number as GovPilot may provide from time to time)	8.00 AM EST to 5.00 PM EST, excluding GovPilot Holidays
Email Support (at such email address as GovPilot may provide from time to time)	8.00 AM EST to 5.00 PM EST, excluding GovPilot Holidays
On-Site Support	As separately negotiated.

- 3.16. **Conditions of Technical Support.** Customer shall provide such information and/or access to Customer resources as GovPilot may reasonably require in order to provide Technical Support under this Agreement, including, without limitation, access via the Internet or via direct modem connection to relevant Customer servers, access to Customer facilities, and/or access to, and assistance of, Customer personnel who possess information required by GovPilot for purposes of performing its obligations hereunder. GovPilot shall be excused from any non-performance of its obligations hereunder to the extent any such non-performance is attributable to Customer's failure to perform or delay in performing its obligations under this Section 3.16. GovPilot reserves the right to require the negotiation and payment of separate charges and fees pursuant to a Work Statement should Customer request an unreasonable volume of Technical Support given the fees paid pursuant to the General Terms and Customer's anticipated usage of the GovPilot Software and/or Services as determined by GovPilot.
- 3.17. **Availability**
- 3.17.1. **Availability Standard.** GovPilot shall use commercially reasonable efforts to make the GovPilot Hosting Available (as defined below), as measured over the course of any three (3) calendar month period, 99.9% of the time, excluding downtime due to Excluded Downtime (as defined below) (the "Availability Requirement").
- 3.17.2. **Scheduled Maintenance.** GovPilot reserves the right to perform regularly scheduled maintenance on the GovPilot Hosting, which may prevent the GovPilot Hosting from being Available ("Scheduled Maintenance"). Scheduled Maintenance may include without limitation updates of hardware or software or upgrades to increase storage capacity. Scheduled Maintenance, while being conducted, may degrade the quality of the GovPilot Hosting which may include an outage of the Services; provided, however, that an outage related to Scheduled Maintenance shall not be deemed to be Unavailability. The windows for Scheduled Maintenance are during low usage or low traffic times, from Saturday at 10:00 PM to Sunday at 10:00 AM U.S. Eastern Standard Time or Eastern Daylight Time, whichever is in effect at the time. GovPilot will exercise reasonable commercial efforts to notify Customer of any scheduled downtime expected to be over one hour, at least three (3) business days before downtime occurs. Notwithstanding the foregoing, GovPilot reserves the right to perform urgent maintenance which may imply notifying Customer within a twenty-four (24) hour window.
- 3.17.3. **Excluded Downtime.** "Excluded Downtime" means (i) Scheduled Maintenance or urgent maintenance; (ii) Internet outages, failure of Customer's infrastructure or connectivity, computer and telecommunications failures and delays not within GovPilot's control, including failures or delays caused by third party services, software, products, networks, or offerings; (iii) network intrusions or denial-of-service attacks, provided GovPilot has implemented commercially reasonable measures to mitigate or prevent such an attack or intrusion, (iv) down periods due to Force Majeure Events, (v) issues associated with Customer provided or controlled hardware, software, systems, networks, and other equipment, including misconfigurations or failure to apply required updates or patches, (vi) issues associated with Customer Data or other data uploaded to the GovPilot Hosting by or on behalf of Customer (including damages caused by viruses and other malicious code contained in data uploaded to the GovPilot Hosting by Customer) or Customer misuse of the GovPilot Hosting or GovPilot Software, or (vii) suspension of access by GovPilot as permitted under this Agreement, including for non-payment.
- 3.17.4. **Failure to Maintain Availability Requirement.** In the event GovPilot fails to meet the Availability Requirement, Customer shall have the right to receive from GovPilot the applicable availability credits ("Availability Credits") set forth in Section 3.18 below.
- 3.18. **Service Level Credits.** Customer must (i) request all service credits set forth in this Section 3 in writing to GovPilot within thirty (30) days of the Availability failure; and (ii) identify the relevant incident number or date and time relating to the Availability failure. GovPilot will issue a credit memo within thirty (30) days of Customer's written service credit request. Service credits are calculated as a

percentage of the total charges paid by Customer (excluding one-time payments such as set-up fees and other Professional Service fees) for the GovPilot Hosting in the month in which the Unavailability occurred in accordance with the schedule below.

Monthly Availability Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	20%

GovPilot's obligations set forth in this Section 3.18 represent Customer's sole and exclusive remedy, and GovPilot's sole and exclusive liability, for any failure of the GovPilot Hosting to be Available.

- 3.19. **Third Party Offerings.** Customer agrees and understands that as part of the Services, GovPilot may offer access to products, services or content owned by and licensed from third parties (the "Third Party Offerings"). Customer understands and acknowledges that Third Party Offerings are not licensed pursuant to the provisions set forth in this Agreement. Customer shall have only such rights and/or licenses, if any, to use the Third Party Offerings as are set forth in the relevant terms identified, if applicable, within the relevant Order Form and/or within the GOVPILOT Software. GOVPILOT WILL HAVE NO OBLIGATION WHATSOEVER UNDER THIS AGREEMENT TO DELIVER, SUPPORT OR MAINTAIN ANY SUCH THIRD PARTY OFFERINGS, NOR WILL GOVPILOT HAVE ANY LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR THE NATURE OF THE CLAIMED OR ALLEGED DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, FOR ANY CLAIM ARISING FROM OR RELATED TO CUSTOMER'S OR ANY CUSTOMER'S USE OR DISTRIBUTION OF THE THIRD PARTY OFFERINGS, AND GOVPILOT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO ANY AND ALL SUCH THIRD PARTY OFFERINGS, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY, TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, AND/OR NON-INTERFERENCE. Customer acknowledges and agrees that the foregoing disclaimers, limitations and exclusions of liability form an essential basis of the bargain between the parties, and that, absent such disclaimers, limitations and exclusions, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.
- 3.20. **General Prohibition Against Misrepresentation.** Customer agrees to refrain from any misleading or deceptive conduct and/or from making false representations in relation with the GovPilot Software, GovPilot Hosting, the Services and/or its relationship with GovPilot, including without limitation false advertising, making promises, representations, or warranties on behalf of GovPilot or claiming ownership of the GovPilot Software, GovPilot Hosting, or the Services.

4. FEES AND PAYMENTS.

- 4.1. **Fees.** In consideration for the rights granted to Customer hereunder and the performance of GovPilot's obligations hereunder, Customer shall pay to GovPilot, or GovPilot's third party billing agent (as specified by GovPilot), without offset or deduction, certain fees, in such amounts as may be determined by reference to the applicable Addenda, Work Statement, and Order, which shall be due and payable on the due date of the invoice, which shall not be less than 30 days from when the invoice is issued by GovPilot or its third party billing agent with respect thereto.
- 4.2. **Customer Operating Expenses.** As between the Parties, Customer shall bear all expenses incurred in the performance of its obligations or exercise of its rights hereunder.
- 4.3. **Taxes.** All amounts payable hereunder shall exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Customer will be responsible for payment of all such taxes (other than taxes based on GovPilot's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related Services. Customer will make all payments required

hereunder free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder will be Customer's sole responsibility, and Customer will, upon GovPilot's request, provide GovPilot or its third-party billing agent with official receipts issued by the appropriate taxing authority, or such other evidence as GovPilot may reasonably request, to establish that such taxes have been paid.

- 4.4. **Late Payments.** If GovPilot does not receive fees by the due date, then at GovPilot's discretion, (a) GovPilot may condition future purchases of products and services on payment terms shorter than those specified in Section 4.1; and (b) following written notice to Customer by email and notification within the GovPilot Software, GovPilot may suspend performance hereunder, which may include suspension of license(s) granted, until all outstanding fees are paid in full.
- 4.5. **Cost of Living/Consumer Price Index Increase.** The Parties agree that for any "Renewal" as defined in Section 10.2, a Cost of Living/Consumer Price Index (CPI) price increase shall apply. This price increase shall be five percent (5%), unless GovPilot provides written notice of a change to the Cost of Living/CPI Price Increase in a given year at least one hundred and twenty (120) days before the change would take effect, or agreed by the Parties in writing and in accordance with the terms of this Agreement.

5. **CONFIDENTIALITY RIGHTS AND OBLIGATIONS.**

- 5.1. **Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party. Customer Data is deemed Confidential Information of Customer. The GovPilot Software, GovPilot Hosting, and Documentation are deemed Confidential Information of GovPilot.
- 5.2. **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only to perform its obligations and exercise its rights set forth in this Agreement; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence the Confidential Information using at least a reasonable level of effort to protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement. Nothing in this Section 5 shall prevent Customer from disclosing Confidential Information to the extent required by the New York Freedom of Information Law, N.Y. Pub. Off. Law §§ 84–90. Any such disclosure shall not constitute a breach of this Agreement.
- 5.3. **Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (vii) in order to comply with the order of a court or other governmental body or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given notice to the other Party and made a reasonable effort to obtain a protective order; or (viii) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

- 5.4. **Equitable Relief.** Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

6. **PROPRIETARY RIGHTS.**

- 6.1. **GovPilot Products and Services.** Subject to the express licenses granted herein and in the Addenda, GovPilot retains all right, title, and interest in and to the GovPilot Software and GovPilot Hosting, including the GovPilot Software (including all software, GovPilot Desktop, GovPilot SaaS Software, GovPilot Mobile), the Documentation, Services, Aggregated Data, GovPilot Collected Information, Feedback, Developed Works, and all improvements, enhancements, modifications, derivatives, and updates thereto, together with all associated intellectual property rights (including trademarks and copyright notices) (collectively, "GovPilot Materials"), and Customer acknowledges that it neither owns nor acquires any rights in any GovPilot Materials not expressly granted by this Agreement. Customer further acknowledges that GovPilot retains the right to use the GovPilot Materials for any purpose in GovPilot's sole discretion, and GovPilot reserves all rights not expressly granted in this Agreement. Except as may be expressly agreed upon with regard to Custom Software developed under any Professional Services Work Statement, this is not a work-made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code) and except for express licenses granted in this Agreement, GovPilot is not granting or assigning to Customer any right, title, or interest, express or implied, in or to any intellectual property.
- 6.2. **Customer Data.** As between the Parties, and subject to the licenses set forth herein, by virtue of this Agreement, GovPilot acquires no right, title and interest in and to the Customer Data.
- 6.3. **Feedback.** Customer may provide suggestions, comments, or other feedback (collectively, "Feedback") to GovPilot with respect to its products and services, including the GovPilot Software and GovPilot Hosting. Feedback is voluntary. GovPilot may use Feedback for any purpose without obligation of any kind in connection with GovPilot's business, including but not limited to the enhancement of the products and services.
- 6.4. **Information and Data.** As between the Parties, Customer acknowledges and agrees that GovPilot shall own all rights, title, and interests in and to any information, data, and content provided by, posted by, or otherwise collected from third parties through the use of or integration with the GovPilot Software (the "GovPilot Collected Information") and shall be free to use such GovPilot Collected Information in accordance with its privacy policy posted at <https://www.govpilot.com/terms-and-conditions>, provided such data does not meet the definition of Customer Data.
- 6.5. **No Source Code.** Nothing in this Agreement shall be construed to give Customer a right to use, or otherwise obtain access to, any source code from which the GovPilot Software or any portion thereof is compiled or interpreted.

7. **CUSTOM DEVELOPMENT.**

- 7.1. **Development Undertaking.** Where requested by Customer and agreed in a Work Statement, GovPilot shall render Professional Services to develop the Custom Software in accordance with such Work Statement, including, without limitation, creation of software applications and/or program code, and integration, customization and/or configuration of the foregoing, as necessary to enable the Custom Software to materially conform to the technical and performance standards set forth in such Work Statement. For purposes of this Agreement, "Custom Software" means custom software specifically developed for Customer by GovPilot and identified as such in a Work Statement.
- 7.2. **Development Schedule.** GovPilot and Customer will mutually agree in each relevant Work Statement on a schedule for the development of any Custom Software. GovPilot shall exercise commercially reasonable efforts, and will commit and utilize sufficient resources and personnel as it deems necessary, to complete development and delivery of the Custom Software, as contemplated in Sections 7.1 and 7.3, in accordance with the applicable Work Statement.

- 7.3. **Ownership of Custom Software.** Unless otherwise expressly agreed in a Work Statement executed by both Parties, ownership of all work product, developments, inventions, technology or materials, including without limitation, the Custom Software, provided under this Agreement (“Developed Works”), and all intellectual property rights therein, shall be solely owned by GovPilot. In addition to any express terms regarding Developed Works set forth in an applicable Work Statement, all Developed Works will be considered part of the GovPilot Software for purposes hereunder and will be subject to all provisions of this Agreement otherwise applicable to the GovPilot Software, including without limitation, provisions regarding ownership thereof, licenses and usage restrictions related thereto, and all economic terms.

8. **WARRANTIES; DISCLAIMERS; LIMITATION OF LIABILITY.**

- 8.1. **Representations and Warranties.** Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.
- 8.2. **Limited Software Warranty.** GovPilot hereby warrants, for the sole benefit of Customer, that (i) the GovPilot Software will conform in all material respects to the Documentation for a period of ninety (90) days following delivery or from right of access; and (ii) the GovPilot Hosting, if purchased, will materially conform to the Documentation during the Subscription Term; provided that such warranties will not apply to failures to conform to the Documentation to the extent such failures arise, in whole or in part, from (i) any use of the GovPilot Software, GovPilot Hosting, or GovPilot Services other than in accordance with its Documentation, (ii) modification of the GovPilot Software or GovPilot Hosting by Customer or any third party; or (iii) any combination of the GovPilot Software or GovPilot Hosting with software, hardware or other technology not provided or authorized by GovPilot under this Agreement. Notwithstanding any other provision of this Agreement, Customer acknowledges and agrees that its sole and exclusive remedy, and GovPilot’s sole and exclusive liability and obligation, with respect to any breach of the foregoing warranties shall be to use reasonable efforts to repair or replace such GovPilot Software with software that materially conforms to the Documentation. In the event GovPilot is unable to remedy the breach through the foregoing reasonable efforts, GovPilot may terminate the relevant Order or this Agreement. In the case of such termination, GovPilot will issue Customer a prorated refund of any prepaid fees for the GovPilot Software as to which the breach relates. With regard to any breach of the foregoing warranty with regard to GovPilot Hosting, Customer’s sole and exclusive remedy and GovPilot’s sole and exclusive liability shall be the service level credits provided in Section 3 of this Agreement.
- 8.3. **Customer Data.** Customer represents and warrants that: (i) it has and will maintain all rights, licenses, consents, and permissions in and to the Customer Data to grant the rights set forth herein, without violation of any applicable law or the rights of any third party; (ii) to the extent Customer or any User collects, uses, stores, processes, or discloses Personal Data through or in connection with the GovPilot Software or Services, Customer has provided all required notices and disclosures and has obtained all necessary consents and authorizations, in each case in full compliance with applicable data protection and privacy laws; and (iii) Customer Data is accurate, complete, and lawful for its intended use, and does not contain any content that is unlawful, defamatory, infringing, malicious, or otherwise violates applicable law or third-party rights.
- 8.4. **Legal Disclaimer.** Customer acknowledges and agrees that any advice provided by GovPilot’s support personnel does not constitute legal advice.
- 8.5. **Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 8.1 AND 8.2, THE GOVPILOT SOFTWARE, GOVPILOT HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES, AND SUPPORT SERVICES, AND ANY OTHER MATERIALS, PRODUCTS, TECHNOLOGY, OR SERVICES PROVIDED BY GOVPILOT ARE PROVIDED “AS IS,” “AS-AVAILABLE,” AND “WITH ALL FAULTS,” AND GOVPILOT AND ITS AFFILIATES EXPRESSLY DISCLAIM ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY,

SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY GOVPILOT OR ITS AFFILIATES ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. GOVPILOT AND ITS AFFILIATES DO NOT WARRANT THAT THE GOVPILOT SOFTWARE, GOVPILOT HOSTING, DOCUMENTATION, PROFESSIONAL SERVICES, SUPPORT, SERVICES OR ANY OTHER INFORMATION, MATERIALS, PRODUCTS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT GOVPILOT'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF CUSTOMER ONLY. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY GOVPILOT OR ITS AFFILIATES OR THEIR REPRESENTATIVES WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF GOVPILOT'S OBLIGATIONS HEREUNDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT GOVPILOT AND ITS AFFILIATES, VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB SITES, COMPUTERS, OR NETWORKS. GOVPILOT AND ITS AFFILIATES WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF CUSTOMER DATA.

- 8.6. **Exclusions of Remedies; Limitation of Liability.** IN NO EVENT SHALL GOVPILOT BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF GOVPILOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF GOVPILOT TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) TEN THOUSAND DOLLARS (U.S. \$10,000.00) OR (II) THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO GOVPILOT BY CUSTOMER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. For purposes of this Section 8.6, all references to "GovPilot" will include GovPilot's affiliates, vendors, licensors, and suppliers.
- 8.7. **Essential Basis.** The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

9. INDEMNIFICATION.

- 9.1. **Indemnification by GovPilot.** GovPilot shall defend, indemnify, and hold Customer harmless against all costs and reasonable expenses (including reasonable attorneys' fees), damages, and liabilities arising out of any claim by a third party that any use of, or access to, the GovPilot Software by Customer as expressly authorized under this Agreement infringes or misappropriates, as applicable, any U.S. patent issued as of the Effective Date or any copyrights or trade secrets under applicable laws of any jurisdiction within the United States. Notwithstanding the foregoing, GovPilot shall have no obligation or liability to the extent that the claim arises from (i) the combination, operation, or use of GovPilot Software with products, services, information, materials, technologies, business methods or processes not furnished by GovPilot; (ii) modifications to the GovPilot Software, which modifications are not made by GovPilot; (iii) failure to use Updates to the GovPilot Software provided by GovPilot; (iv) use of the GovPilot Software except in accordance with the Documentation; (v) Customer Data; or (vi) GovPilot's compliance with any instructions, requirements or specifications provided or designated by Customer (circumstances under the foregoing clauses (i) through (vi) collectively,

“Customer Indemnity Responsibilities”). Upon the occurrence of any claim for which indemnity is or may be due under this Section 9.1, or in the event that GovPilot believes that such a claim is likely, GovPilot may, at its option (a) appropriately modify the GovPilot Software so that they become non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or (c) terminate the relevant Order or this Agreement on written notice to Customer and refund to Customer a portion of the license fees paid by Customer, pro-rated over the relevant Subscription Term on a straight-line basis. The obligations set forth in this Section 9 shall constitute GovPilot’s entire liability and Customer’s sole remedy for any actual or alleged infringement or misappropriation.

- 9.2. **Indemnification by Customer.** Customer shall indemnify, hold harmless, and, at GovPilot’s option, defend GovPilot and its affiliates from and against all losses, expenses (including reasonable attorneys’ fees), damages, and liabilities resulting from any claim by any third party arising from or in connection with: (i) Customer Indemnity Responsibilities; and/or (ii) any claim that use of Customer Data in compliance with this Agreement violates any third party rights or applicable laws.
- 9.3. **Indemnity Proceedings.** The indemnity obligations set forth in Sections 9.1 and 9.2 are conditional upon the Party seeking an indemnity (the “Indemnified Party”) giving the Indemnifying Party (i) prompt written notice of the claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as the Indemnifying Party may reasonably request, at its expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, the Indemnifying Party shall not settle any third party claim against the Indemnified Party unless such settlement completely and forever releases the Indemnified Party with respect thereto or unless the Indemnified Party provides its prior written consent to such settlement. In any action for which the Indemnifying Party provides defense on behalf of the Indemnified Party, subject to the limitations above, the Indemnified Party may participate in such defense at its own expense by counsel of its own choice.

10. **TERM AND TERMINATION.**

- 10.1. **Agreement.** This Agreement shall become effective upon the Effective Date and shall remain in full force and effect, for the term indicated in any and all applicable Orders or Addenda (the “Term”), unless earlier terminated as set forth below. The Customer takes full responsibility for the effect of not terminating an Order within the time prescribed therein and accepts the additional fees and costs associated with such an event. In addition, any and all time and expenses shall be billed to the customer according to GovPilot’s standard schedule of fees for ongoing renewals.
- 10.2. **Renewal.** Unless otherwise stated in an Order or Work Statement, this agreement and all Subscription Terms for GovPilot Software and Support Services shall automatically renew for successive Terms of equal length if not canceled or amended, in writing, by either of the Parties at least ninety (90) days prior to the end of the existing Term.
- 10.3. **Termination for Breach.** Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.
- 10.4. **Termination Upon Bankruptcy, Insolvency.** Either Party may terminate this Agreement immediately upon written notice after the other Party has executed a general assignment for the benefit of creditors or filed for relief under any applicable bankruptcy, reorganization, moratorium, or similar debtor relief laws, or in the event that a receiver has been appointed for the other Party or any of its assets or properties, or an involuntary petition in bankruptcy has been filed against such other Party, which proceeding or petition has not been dismissed, vacated, or stayed within thirty (30) days. Notwithstanding the foregoing,
- 10.5. **Termination of Individual Addenda.** In addition to each Party’s rights under Sections 10.1, 10.2, and 10.3, each Party may terminate any particular Work Statement according to any provision therein

permitting such termination, provided that this Agreement (including these General Terms and any other Addenda) shall remain in full force and effect in accordance with their respective terms.

- 10.6. **Termination of Individual Work Statements.** Either Party may, at its sole option and for its own convenience, terminate any or all Work Statements for Professional Services in effect upon fifteen (15) days prior written notice. Upon such termination, the Parties shall inform each other of the extent to which performance has been completed through such date, and collect and deliver all work in process. In the event of termination, the Parties agree to wind up their work in a commercially reasonable manner and to preserve and deliver items of value created prior to termination. GovPilot shall be paid for all work performed and expenses incurred through the date of termination.
- 10.7. **Accrued Obligations.** Termination of this Agreement and/or any particular Work Statement shall not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement and/or any applicable Addendum to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Work Statement as permitted by any provision in this Section shall incur no additional liability merely by virtue of such termination.
- 10.8. **Cumulative Remedies.** Termination of this Agreement and/or any applicable Work Statement, regardless of cause or nature, shall be without prejudice to any other rights or remedies of the Parties and shall be without liability for any loss or damage occasioned thereby. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.
- 10.9. **Effect of Termination.** Upon any termination of this Agreement, all licenses granted hereunder shall immediately terminate and each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder. Notwithstanding the foregoing, neither Party shall be required to remove copies of the other Party's Confidential Information from its backup media and servers, email archives, or other archival systems where doing so would be commercially impracticable. In addition, the foregoing destruction and return obligation shall be subject to any retention obligations imposed on a party by law or regulation. Any amounts prepaid are non-refundable.
- 10.10. **Survival of Obligations.** The provisions of Sections 2.1, 3.6, 3.7, 3.17, 4.3, 4.4, 5, 6, 7, 8, 9, 10.5, 10.6, 10.7, 10.8 and 11, as well as Customer's obligations to pay any amounts due and outstanding hereunder, shall survive termination or expiration of this Agreement.

11. GENERAL PROVISIONS.

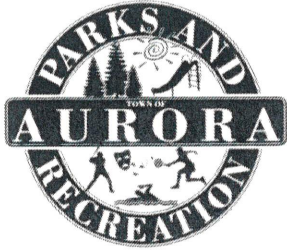
- 11.1. **Nonsolicitation.** Customer acknowledges and agrees that the employees and consultants of GovPilot are a valuable asset to GovPilot and are difficult to replace. Accordingly, Customer agrees that, for a period of one (1) year after the termination or expiration of this Agreement, it shall not offer employment or engagement (whether as an employee, independent contractor or consultant) to any GovPilot employee or consultant who performs hereunder. Customer agrees that for each individual that Customer hires in violation of this Section, Customer shall pay to GovPilot liquidated damages equal to fifty percent (50%) of the annual cumulative value of salary and benefits paid or payable to that individual by either Customer or GovPilot, whichever amount is greater.
- 11.2. **Entire Agreement.** This Agreement, including all Addenda, Orders and Work Statements, sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties shall be bound by any conditions, inducements or representations other than as expressly provided for herein. Any terms and conditions which may appear as pre-printed language or otherwise be on, attached to, or inserted within any order forms,

quotes, invoices, bills, or other similar forms or documents issued by Customer shall be of no force or effect even if such forms or documents are accepted by GovPilot. Failure by Customer to provide GovPilot with a purchase order does not excuse Customer from timely payment of fees in the amounts, or in the manner, agreed upon in the applicable Order or the Agreement.

- 11.3. **Independent Contractors.** In making and performing this Agreement, Customer and GovPilot act and shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.
- 11.4. **Notices.** All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, as set forth in the applicable Order, or if to GovPilot, as follows: 990 Cedarbridge Ave, Ste B7-363, Brick, NJ 08723, or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by facsimile, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of facsimile transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.
- 11.5. **Amendments; Modifications.** This Agreement may not be amended or modified except in a writing duly executed by the Party against whom enforcement of such amendment or modification is sought.
- 11.6. **Assignment; Delegation.** Customer shall not assign any of its rights or delegate any of its duties hereunder without the prior written consent of GovPilot, and, absent such consent, any attempted assignment or delegation shall be null, void, and of no effect.
- 11.7. **No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors, and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.
- 11.8. **Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.
- 11.9. **Waiver.** No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.
- 11.10. **Force Majeure.** Except with respect to payment obligations under this Agreement, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay shall not be deemed to constitute a material breach of this Agreement, but such obligation shall remain in full force and effect, and shall be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or

delayed from performing for more than ninety (90) days may terminate this Agreement upon thirty (30) days written notice.

- 11.11. **Disputes.** If a dispute arises under or in connection with this Agreement, the parties shall promptly use reasonable efforts to resolve the dispute in accordance with the procedures set out herein. The Party raising the dispute shall notify the other Party in writing. The Parties shall then work in good faith to resolve the dispute within ten (10) business days from the date of the written notice. If the dispute is not resolved within the initial ten (10) business days, either Party may escalate the matter by sending a written notice to move the dispute to the first level of escalation. If the dispute remains unresolved within ten (10) business days after the first escalation, either Party may further escalate the dispute by providing a written notice to the second level of escalation. If the dispute remains unresolved two (2) months after the second escalation notice, either Party may pursue any other remedy available under this Agreement. Notwithstanding the steps above, nothing in this Agreement prevents either Party from seeking injunctive relief from a court of competent jurisdiction, in addition to any other remedies available at law or in equity.
- 11.12. **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE CUSTOMER IS PRINCIPALLY LOCATED, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN SUCH STATE.
- 11.13. **U.S. Government End-Users.** Each of the components that constitute the GovPilot Software and Documentation is a “commercial item” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government customers and end users acquire the GovPilot Software with only those rights set forth herein.
- 11.14. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.
- 11.15. **Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement.
- 11.16. **Electronic Acceptance and Execution.** This Agreement and associated Addenda and Orders may be accepted and executed in electronic form (e.g., by an electronic or digital signature or other means of demonstrating assent, including DocuSign, EchoSign, and other similar services) and acceptance using these means will be deemed binding between the parties. The Parties will not contest the validity or enforceability of this Agreement and Addenda and Orders, including under any applicable statute of frauds, because they were accepted and/or signed in electronic form. Computer maintained records of a Party when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.



Town of Aurora
Department of Parks & Recreation

575 Oakwood Avenue
East Aurora, New York 14052

Office (716) 652-8866
Fax (716) 652-5646

recreation@townofaurora.com
www.aurorarec.com

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To: Town Board
From: Chris Musshafen
Date: 10/7/2026
Re: NYSRPS Conference

I am requesting approval for Chris Musshafen and Meaghan Tent to attend one day of the New York State Recreation and Park Society (NYSRPS) Annual Conference on Wednesday, November 4, 2026.

The NYSRPS Annual Conference brings together parks and recreation professionals, community leaders, and partners from across New York State. The conference provides opportunities to learn about current trends, programs, and best practices in parks and recreation, as well as to connect with other professionals and share ideas.

Attending the conference would provide both of us with valuable education and resources that can be brought back to the Town of Aurora Recreation Department. The sessions and networking opportunities can help us identify new programming ideas, improve current operations, and continue providing quality recreation opportunities for Aurora residents.

The cost to attend for one day is **\$375 per person**, for a total of **\$750** for both attendees. The one-day registration includes:

- One full day of conference education
- Breakfast and lunch
- One networking social event on November 4

I believe this is a worthwhile professional development opportunity for both the Recreation Department and the Town of Aurora. I respectfully request approval for Chris Musshafen and Meaghan Tent to attend the November 4 conference day at a total cost of **\$750**.

Good Neighbors, Great Parks — right here in Buffalo!

There is something pretty special about having the NYSRPS Annual Conference right here in Western New York, and we hope our local parks and recreation community will take advantage of this incredible opportunity to be part of it!

The 2026 NYSRPS Annual Conference will take place November 3–6 at the Hyatt Regency Buffalo, bringing together parks, recreation, and therapeutic recreation professionals from communities across New York State. This year's theme, "Good Neighbors, Great Parks," is a perfect reflection of the spirit of Buffalo — and we can't wait to share our city and our community with our colleagues from across the state.

Why attend if you're from Western New York? Because it's in our backyard!

For many of us, attending a statewide conference typically means significant travel, additional time away from home, and overnight accommodations. This year, you can experience a full professional conference right here in Buffalo — making it easier than ever to participate.

Come for the entire conference, choose a shorter option that works for your schedule, or make a day of professional development and networking. There is an option for everyone.

Choose the conference experience that works for you:

Full Conference Package — Four Days + Three Nights

This is the complete conference experience and includes:

- Four full days of conference education
- Three nights of hotel accommodations at the Hyatt Regency Buffalo
- Breakfasts and lunches
- Awards & Recognition Dinner
- All three networking socials
- Pre-conference opportunities
- Optional off-site experiences

Full Conference Package — Without Hotel | Three-Day Pass

Want the full conference experience without staying overnight? The three-day pass includes:

- Three full days of conference education
- Breakfasts and lunches
- Awards & Recognition Dinner
- All three networking socials
- Hotel accommodations are not included

This can be an especially convenient option for our Western NY neighbors who can sleep in their own beds and still experience the heart of the conference!

One-Day Pass

Can't get away for the full conference? Come for a day!

The One-Day Pass gives you:

- One full day of conference education
- Breakfast and lunch
- The networking social taking place that day
- Hotel accommodations and the Awards & Recognition Dinner are not included

It's a great way to invest in professional development, get inspired, connect with colleagues, and experience the conference — even if your schedule only allows for one day.

Take a Look at What's Happening

From educational sessions and keynote experiences to exhibitors, networking, Buffalo-inspired events, and opportunities to celebrate our profession, there is a lot happening throughout the four days.

Explore the full conference schedule here:

[View the 2026 NYSRPS Conference Schedule](#)

Ready to Join Us?

Registration is open! Take a look at the registration options and choose the experience that works best for you and your organization.

[Register for the 2026 NYSRPS Annual Conference](#)

Whether you join us for one day, three days, or the full four-day experience, we hope you'll make the most of having NYSRPS come to Western New York.

This is more than a conference — it's an opportunity to learn from one another, celebrate the work we do, build new connections, bring fresh ideas home, and strengthen the parks and recreation profession together.

Buffalo is ready to welcome our NYSRPS neighbors from across the state. We hope you'll be there to welcome them with us!

Good Neighbors. Great Parks. Great People. See you in Buffalo!



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TOWN OF AURORA

Aurora Municipal Center

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurorany.gov

To: Aurora Town Board

From: Martha Librock

Re: Capital Project

Date: 10/7/2026

Approval is respectfully requested to establish a Capital Project – H8 -for the Salt Barn project.

In addition, approval to create the following budget lines is requested:

Revenue:

H80-3891-0000

Appropriation:

H80-5197-0100-0000 Payroll

H80-5197-0200-0000 Equipment

H80-5197-0401-0000 Supplies

H80-5197-0413-0000 Equipment Rental

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.townofaurorany.gov

6F

MEMO _____

TO: Town Board
FROM: Martha Librock
RE: Cemetery Fund – Use of Fund Balance
DATE: October 6, 2026

Approval is respectfully requested to use fund balance to correct an overdrawn appropriation line in the Cemetery Fund (CE).

Decrease CE0-0882 – Restricted for Repairs Fund Balance by \$113

Increase Appropriation line CE0-8810-0401 Repairs by \$113

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.townofaurorany.gov



MEMO _____

TO: Town Board
FROM: Martha Librock
RE: Budget Transfer Using Contingent Funds
DATE: October 7, 2026

Approval is respectfully requested for the following budget transfer to correct an overdrawn appropriation line and prevent further over budget incidents for this line in 2026.

From: A1990 Contingent Account \$7500

To: A1420.416 Special Counsel \$7500



BUDGET TRANSFER REQUEST FORM

Please note the following guidelines:

- A shortage of **less than \$750 per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the **approval of the Supervisor**.
- A shortage of **\$750 or more per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the approval of the Town Board.
- A shortage of **any amount** can be satisfied with this form requesting a budget transfer(s) between lines which fall under the **responsibility of different Department Heads**. These will require the approval of the Town Board.
- Budget transfers must be made **PRIOR** to the expenditure.
- All budget transfers must be submitted to the Supervisor's Office using this form.

DEPARTMENT HEAD NAME (printed): CHARLES SNYDER
SIGNATURE: _____ DATE: 10/7/26

1. \$	<u>7500⁰⁰</u>	FROM:	<u>A1990</u> ACCT NO.	<u>CONTINGENT</u> ACCT TITLE	<u>23,058²⁴</u> CURRENT BALANCE
		TO:	<u>A1420.416</u> ACCT NO.	<u>SPECIAL COUNCIL</u> ACCT TITLE	<u>(-2319.85)</u> CURRENT BALANCE
		REASON:	<u>TO CORRECT OVERDRAWN LINE + PREVENT FUTURE OVERBUDGET ACCT.</u>		
2. \$	_____	FROM:	_____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
		TO:	_____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
		REASON:	_____		
3. \$	_____	FROM:	_____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
		TO:	_____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
		REASON:	_____		
4. \$	_____	FROM:	_____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
		TO:	_____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
		REASON:	_____		
5. \$	_____	FROM:	_____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
		TO:	_____ ACCT NO.	_____ ACCT TITLE	_____ CURRENT BALANCE
		REASON:	_____		

APPROVALS:

SUPERVISOR SIGNATURE : _____
TOWN BOARD MEETING APPROVAL DATE: _____

Date: _____
Action #: _____

Jeanne Viger

From: Jeanne Viger
Sent: Friday, October 9, 2026 2:38 PM
To: Town Board
Cc: Martha Librock
Subject: Town of Aurora Comp Plan Website

64

Good afternoon Board Members,

As a follow up to the discussion at the 9/22/26 Work Session, the Town of Aurora has taken control of the 2025 Comprehensive Plan website (<https://www.townofauroracompplan.com>) that was created for us by LaBella. It was about to auto renew for the year on October 11. Chuck has authorized me to create a Squarespace account and LaBella has been removed.

What this means:

Yearly Website Hosting: \$228

Yearly Domain: \$20

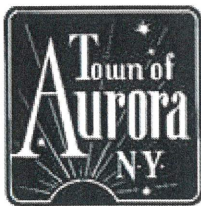
We also discussed keeping this site going for another year or two then boiling it down to a page or link hosted on our Town of Aurora website.

I will bring this up again for discussion September 2028.

Thank you,

Jeanne Viger

Town Clerk, Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052
(716) 652-3280



From: Raymond Wrazen <rwrazen@townofaurorany.gov>
Sent: Wednesday, October 7, 2026 4:39 PM
To: Greene, Joshua <jgreene@LaBellaPC.com>; Jeanne Viger <jviger@townofaurorany.gov>
Cc: Kane, Derik <DKane@LaBellaPC.com>; Raymond Wrazen <rwrazen@townofaurorany.gov>
Subject: RE: [Ext] FW: Town of Aurora Comp Plan Website

Josh

Yes. Jeanne Viger our Town Clerk will reach out to you to coordinate transfer to the Town of Aurora. Thanks a ton for all you have done (you too Derik). Hope to work with you gents again sometime.

RAYMOND WRAZEN
Councilmember, Town of Aurora
575 Oakwood Ave.
East Aurora, NY 14052
716-949-9953
rwrazen@townofaurorany.gov



From: Greene, Joshua <jgreene@LaBellaPC.com>
Sent: Friday, October 2, 2026 10:14 AM
To: Raymond Wrazen <rwrazen@townofaurorany.gov>
Cc: Kane, Derik <DKane@LaBellaPC.com>
Subject: RE: [Ext] FW: Town of Aurora Comp Plan Website

Hi Ray,

Just wanted to follow up on this. The website domain auto-renewed this week for \$20. The website itself is set to renew on October 11th for \$228.

Have you had the chance to bring this up to the board yet? Please let me know what the Town's plan for the website is before the 11th as I will be turning off auto renew. Thanks.

Joshua Greene
LaBella Associates | Planner

+1 (716) 422-2814 direct

From: Raymond Wrazen <rwrazen@townofaurorany.gov>
Sent: Monday, September 14, 2026 4:28 PM
To: Greene, Joshua <jgreene@LaBellaPC.com>
Subject: [Ext] FW: Town of Aurora Comp Plan Website

Good to hear from you. Just forwarded to the Town board. Recommending that we renew in the short term and take over in the long term. Also will offer to donate the \$20 if we cant find it anywhere in the budget or enough loose change in the coach pillows. Hope you are doing well.

Take care

RAYMOND WRAZEN
Councilmember, Town of Aurora
575 Oakwood Ave.
East Aurora, NY 14052
RWrazen@TownofAurora.com



From: wrazenra@gmail.com <wrazenra@gmail.com>
Sent: Saturday, September 12, 2026 9:56 AM
To: Raymond Wrazen <rwrazen@townofaurorany.gov>
Subject: FW: Town of Aurora Comp Plan Website

From: Greene, Joshua <jgreene@LaBellaPC.com>
Sent: Friday, September 11, 2026 2:52 PM
To: Raymond Wrazen <wrazenra@gmail.com>
Cc: Kane, Derik <DKane@LaBellaPC.com>
Subject: Town of Aurora Comp Plan Website

Hi Ray,

Hope everything is well with you. I am reaching out regarding the expiry of the website we developed for the Aurora Comp Plan. The website domain is due for renewal in 15 days at a renewal charge of \$20. Would you like us to renew this domain, hand it off to the Town to oversee, or allow it to expire? Thanks and let me know if you would like to schedule a call to discuss further.

Joshua Greene
Planner

300 Pearl Street, Suite 130
Buffalo, NY 14202

Direct: +1 (716) 422-2814
Office: (716) 551-6281



LaBella is proud to be 100% employee-owned.



Award-winning.
Growth-focused.
Multidisciplinary.
Powered by partnership.

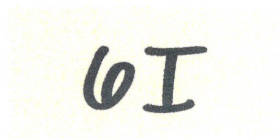


TO: Jeanne Viger, Town Clerk
townclerk@townofaurora.com

FROM: LoriAnn Shura, Client Care
lshura@iccsafe.org

CLIENT: Town of Aurora, NY
(AU1109)

RE: Supplement No. 12 - Revised Estimate



Dear Jeanne,

Thank you for the opportunity to provide an estimate for your current supplementation project. This estimate is provided under the ICC Code Solutions brand. The services described herein will be performed by General Code, LLC, which will also issue invoices and administer the project. Please review the information below, and then click the appropriate button in the email to indicate if you authorize us to Proceed Now with the supplement or if you would prefer to Wait to Proceed.

Source Files:

We have reviewed 13 pieces of legislation for an update to the Town Code.

There were also 8 pieces of legislation that do not need to be codified.

For a detailed listing of the included legislation, refer to the Appendix at the end of this estimate.

Supplementation:

General Code, LLC will codify and supplement the legislation listed above which includes but is not limited to:

- Analysis of the new legislation and proper placement in the code
- Removal of repealed or superseded provisions
- Updates to the Officials Page, Table of Contents, Disposition List, Appendixes, Index, Histories, Tables, Charts, and other items as necessary
- Review of statutory citations regarding the new legislation
- Any conflicts, inconsistencies, issues or questions identified at this point will be brought to the attention of the municipality for resolution prior to publication
- Insertion of cross reference and editor's notes, as appropriate
- Creation of instruction page for removing and inserting revised code pages
- Printing of up to 5 sets of supplemental pages
- Update to eCode360

Price:

Between \$4,300.00 and \$5,190.00, which includes shipping and handling.

The final invoice will follow completion of the supplement.

- Any missing legislation received may result in additional costs.
- Any newly adopted legislation received after authorization for this supplement will be held until the next supplement, unless otherwise noted.

Payment Terms:

Available upon request

Authorization:

To authorize the supplement as outlined above, please use the PROCEED NOW button in the original email containing this estimate. This order is subject to ICC Code Solutions' Codification Terms and Conditions, which are available at <https://www.ICCcodesolutions.org/terms-and-conditions-documents/>.

If you have any questions please feel free to contact me. Otherwise, please respond in our original email as to how you would like us to proceed.

LoriAnn Shura, Client Care
Lshura@iccsafe.org

Appendix

Legislation to be included in the code

Legislation Name	Adoption Date
Local Law No. 4-2023	09/25/2023
Local Law No. 2-2024	03/25/2024
Local Law No. 3-2024	05/13/2024
Local Law No. 5-2024	09/09/2024
Local Law No. 3-2025	04/28/2025
Local Law No. 6-2025	12/22/2025
Local Law No. 1-2026	03/23/2026
Local Law No. 2-2026	03/23/2026
Local Law No. 3-2026	03/23/2026
Local Law No. 4-2026	03/23/2026
Local Law No. 5-2026	03/23/2026
Local Law No. 6-2026	03/23/2026
Local Law No. 7-2026	03/23/2026

Legislation that does not need to be codified

Legislation Name	Adoption Date
Local Law No. 5-2023	09/25/2023
Local Law No. 1-2024	01/24/2024
Local Law No. 4-2024	06/24/2024
Local Law No. 1-2025	02/10/2025
Local Law No. 2-2025	02/10/2025
Local Law No. 4-2025	04/28/2025
Local Law No. 5-2025	05/27/2025
Local Law No. 8-2026	05/26/2026

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



TOWN CLERK
Jeanne Viger
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA

Aurora Municipal Center

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurora.com

6J

10/5/26

To: Town Board

Re: Request to hire Christa Filipski as a part-time DCO Officer

Please approve hiring Christa Filipski, residing at 387 Main St, East Aurora, NY 14052 to be a part-time DCO Officer. Her pay will be \$21.60/hour and she will start training on or after October 14, 2026.

Thank You,
Elizabeth Deveso
Highway Secretary

SHARED MUNICIPAL SERVICES AGREEMENT

Dog Control Services

THIS AGREEMENT is effective as of January 1, 2027 (“Effective Date”) and is entered into by and between Town of Sardinia, with offices located at 12320 Savage Road, Sardinia, New York 14134 (hereinafter referred to as “Sardinia”) and the Town of Aurora (“Aurora”) with offices located at 575 Oakwood Avenue, East Aurora, New York 14052.

WHEREAS, Sardinia is in need of dog control services for the Town of Sardinia to manage Sardinia’s approximately 291 licensed dogs, as well as unlicensed dogs at large; and

WHEREAS, Aurora is willing and able to provide such dog control services on behalf of the Town of Sardinia with respect to dog control services.

NOW THEREFORE, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

1. TERM:

The term of this Agreement shall begin on the Effective Date and shall remain in effect for one (1) year. Thereafter, this Agreement shall automatically renew for additional one-year renewal terms unless either party provides the other with written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

2. SCOPE OF SERVICES:

Aurora shall:

a. Aurora shall provide qualified personnel to promptly respond to and enforce provisions of Article 7 of the Agriculture and Markets Law of the State of New York and ordinances of Sardinia pertaining to dogs, which are reported to Aurora and which are occurring within the boundaries of Town of Sardinia (the “Services”). Such Services will include, without limitation, the seizure, removal, and shelter of any animal found to be the subject of a violation of the above-referenced law. For dog control services needed after working hours, Sardinia shall contact the Erie County Sheriff’s Department.

b. Arrange for the pickup of dogs found at large, and for the

transportation of such dogs to Aurora's dog shelter by a dog control officer.

c. Ensure that each such dog that is transported to Aurora's dog shelter is accompanied by a form approved by the New York State Department of Agriculture and Markets entitled "Seizing Officer's Report of Seizure and Disposition of any Dog".

d. The redemption period will commence from the date of delivery of the dog to the dog shelter by a duly appointed dog control officer.

e. Enforce New York State and local laws concerning dogs.

3. FEE & PAYMENT:

-

a. The compensation for Aurora's rendering of the Services shall be Ten Thousand Dollars (\$10,000.00) per year. Payment under this Agreement shall be made no later than thirty (30) days from the Effective Date of this Agreement, and each anniversary hereafter.

b. In addition to the fee listed above, Aurora will collect directly from Sardinia residents all applicable impound and kennel fees including, without limitation, \$40.00 per night for the kennel fee plus a \$75.00 impoundment fee.

-

4. INDEPENDENT CONTRACTOR STATUS:

a. It is intended by both Aurora and Sardinia that Aurora's status be that of an independent Aurora, and that nothing in this Agreement be construed to create an employer/employee relationship between Aurora and Sardinia.

b. Sardinia agrees not to withhold from the payments provided for services rendered by any State or Federal income tax, unemployment insurance, worker's compensation, disability

insurance or social security insurance (FICA).

-

5. INSURANCE:

Aurora shall maintain, at its expense, throughout the term of this Agreement, general liability insurance covering the acts performed by Aurora under this Agreement in the amount of \$1,000,000 per incident and \$3,000,000 aggregate.

6. INDEMNIFICATION:

Sardinia shall defend, indemnify and hold harmless Aurora, its officers, employees, trustees and contractors from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Aurora's provision of the Services herein.

7. TERMINATION:

a. This Agreement may be terminated by either party at any time for any reason upon the at least ten (10) calendar days prior written notice.

b. Upon termination, Aurora shall immediately submit to Sardinia all required documentation for Services rendered up to the date of termination before a final reimbursement for Services rendered can occur.

c. Upon termination, Aurora shall immediately deliver to Sardinia all records, reports, case files and any other documents which may be in their possession as a result of their Services under this Agreement.

-

8. LICENSES AND PERMITS:

a. Aurora represents it, or its employees shall have all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work.

b. Sardinia residents may obtain dog licenses from the Town of Sardinia's Clerk's Office.

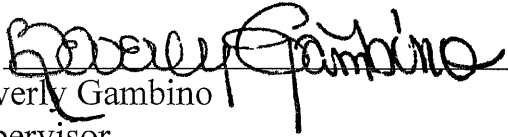
-

9. ENTIRE AGREEMENT:

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations Modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

TOWN OF SARDINIA

By: _____
Beverly Gambino
Supervisor

TOWN OF AURORA

By: _____
Charles D. Snyder
Supervisor

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



TOWN CLERK
Jeanne Viger
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA

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

CL

10/5/26

To: Town Board

Re: Request to hire Benjamin Myers as a Union Laborer

Please approve hiring Benjamin Myers, residing at 512 Fillmore Ave, East Aurora, NY 14052 to be a Union Laborer. He is currently working as a seasonal employee. He has obtained his CDL permit and is training to get his CDL license. His pay will be \$20.80/hour. He will start on October 17, 2026.

Thank You,
Elizabeth Deveso
Highway Secretary

SUPERVISOR
Charles D. Snyder
(716) 652-7590
csnyder@townofaurorany.gov



TOWN CLERK
Jeanne H. Viger
(716) 652-3280
townclerk@townofaurorany.gov

TOWN OF AURORA

Aurora Municipal Center
575 Oakwood Avenue, East Aurora, NY 14052
www.townofaurorany.gov

6M

October 7, 2026

Erie County Civil Service
95 Franklin St., 6th Floor
Buffalo, NY 14202

RE: Request for reclassification of Court Officer to Court Officer PT Non-competitive title

The Town of Aurora would like to formally request the reclassification of the Court Officer title from a Competitive title to a Non-Competitive title. Given the ongoing challenges in recruiting and retaining qualified candidates for this position, the Town believes that such a reclassification is both necessary and justified.

Town of Aurora court officers cover security for court nights, which are typically one (1) evening per week, with some months not having any court dates. Two (2) officers work approximately four (4) hours on those evenings. Filling these positions from a competitive list only to work four (4) hours per week on a weekday evening is difficult.

Several municipalities in Erie County already classify the Court Officer PT title as non-competitive, demonstrating that such a designation is appropriate. These municipalities include the Town of Concord, Town of Boston, Town of Orchard Park, Hamburg, Village of Alden, Town of Amherst, Town of Cheektowaga, Town of Tonawanda and the Town of Lancaster. Given this precedent, the Town of Aurora believes it is reasonable for our jurisdiction to be granted the same classification.

We appreciate your time and consideration of this request. Please let us know if any further information is needed to support this proposal.

Sincerely,

Charles Snyder
Supervisor, Town of Aurora

Draft Joint letter for Town Board consideration

Draft by Councilman David Newman

10/08/2026

6N

[Date]

Board of Fire Commissioners

South Wales Fire District

[Fire District Address]

South Wales, New York [ZIP Code]

Re: Request for complete 2027 proposed-budget documentation under New York Town Law § 181

Dear Chairperson and Commissioners:

The Town Boards of the Town of Wales and the Town of Aurora respectfully request that the South Wales Fire District provide the complete documentation required to accompany its proposed 2027 budget under New York State law.

The South Wales Fire District provides fire protection services to property located in both the Town of Wales and the Town of Aurora. Because the Fire District's annual tax levy is apportioned between the two towns and ultimately imposed upon the taxpayers within the District, it is important that each Town Board receive and retain a complete record of the Fire District's proposed and adopted budget materials.

We understand that the District has customarily provided the Towns with budget materials that include the tax apportionment between the Towns of Wales and Aurora and a spreadsheet or other schedule showing proposed revenues and appropriations. However, the 2027 tentative-budget materials provided to the Towns do not appear to include the estimated fund-balance statement required by New York Town Law § 181.

The Towns' request is not intended to question or interfere with the authority of the Board of Fire Commissioners to prepare, revise, and adopt the South Wales Fire District budget in accordance with New York Town Law. Rather, it is intended to ensure that both Towns receive the complete statutory budget documentation needed to maintain accurate municipal records and to understand the financial information underlying the Fire District's annual levy.

Accordingly, the Towns respectfully request that the South Wales Fire District:

- 1) Prepare and affix to the proposed 2027 budget the estimated fund-balance statement required by New York Town Law § 181(2)(b);
- 2) Provide the Town of Wales and the Town of Aurora with a complete copy of the proposed 2027 budget, including the required fund-balance appendix, before the Fire District adopts its final 2027 budget;
- 3) Identify, for each reserve fund maintained by the District, the reserve fund's name, statutory authority or stated purpose, estimated balance, anticipated 2027 expenditures or transfers, and estimated year-end balance; and
- 4) Include the Town Law § 181 fund-balance statement with the budget materials submitted to both Towns in future annual budget cycles.

Providing this information will improve transparency, support sound municipal financial practices, and ensure that the Towns' records concerning the South Wales Fire District's budget and tax levy are complete. It will also allow the Town Boards to better understand the District's proposed use of appropriated fund balance, reserve funds, and unappropriated, unreserved fund balance before the annual levy is extended to District taxpayers.

Draft Joint letter for Town Board consideration

Draft by Councilman David Newman

10/08/2026

We appreciate the continuing service of the South Wales Fire District Commissioners, officers, firefighters, and volunteers. We respectfully request that the requested documentation be provided to the Supervisors and Town Clerks of both towns at your earliest convenience and, in all events, before final adoption of the 2027 Fire District budget.

Respectfully,

Town Supervisor
Town of Wales

[Date] Signature: Timothy Howard

On behalf of the Wales Town Board

Town Supervisor
Town of Aurora

[Date] Signature: Charles D. Snyder

On behalf of the Aurora Town Board

cc:
South Wales Fire District Secretary
Town Board, Town of Wales
Town Board, Town of Aurora
Town Clerk, Town of Wales
Town Clerk, Town of Aurora

Enclosure: New York Town Law § 181

1. <https://www.nysenate.gov/legislation/laws/TWN/181>