

AGREEMENT

Between

The Town of Aurora and

East Aurora Baseball and Softball, Inc.

THIS AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the TOWN OF AURORA, a municipal corporation duly existing pursuant to the laws of the State of New York, with an address for the conducting of business at 575 Oakwood Avenue, East Aurora, New York, hereinafter referred to as (“the Town”); and the East Aurora Baseball and Softball, Inc., a domestic not-for-profit corporation duly existing pursuant to the laws of the State of New York with a mailing address for conducting of business at PO Box 105, East Aurora, New York, hereinafter referred to as (“Baseball/Softball”).

**Recitals**

WHEREAS, the Town, as owner of certain real property located at 300 Glead Avenue (rear), 690 South Street, and 736 Warren Drive in the Town of Aurora, County of Erie and State of New York which is shown on a Map labeled as “Exhibit A”; and

WHEREAS, said “Exhibit A” shows portions of the subject real property labeled as “Baseball/Softball Diamonds”; and

WHEREAS, the Baseball/Softball Diamonds have been utilized by “Baseball/Softball” for the purpose of conducting and operating baseball and softball teams and baseball and softball recreational activities; and

WHEREAS, “Baseball/Softball” has provided a positive and important recreational purpose to the residents of the Town of Aurora by continuing the operation of baseball and softball activities originated by the Town of Aurora Recreation Department; and

WHEREAS, “Baseball/Softball” desires to continue to use the ball diamonds for its baseball and softball program; and

WHEREAS, "Baseball/Softball" desires to have use of the lavatory facilities at Community Pool during said baseball and softball activities; and

WHEREAS, "Baseball/Softball" desires to use the Town's concession stand at Community Pool Park to provide refreshments to players and spectators during baseball and softball games.

WHEREAS, the Town wishes to accommodate "Baseball/Softball's" use of the ball diamonds and facilities on the terms and conditions set forth herein.

NOW THEREFORE, be it resolved, in consideration of the covenants and agreement hereinafter contained, it is mutually agreed by and between the Town and "Baseball/Softball" hereto as follows:

1. **Use of baseball and softball diamonds.** The Town agrees to permit "Baseball/Softball" to utilize certain ball diamonds for the purpose of "Baseball/Softball" conducting its baseball and softball program, including games and practices.
  - "Baseball/Softball" shall insure that all participants in its programs comply with all Town rules pertaining to the premises.
2. **Scheduling.** The Town of Aurora Recreation Department will be responsible for setting up the use schedule for the ball diamonds by "Baseball/Softball" and other organizations, including but not limited to East Aurora High School.
  - Use of the diamonds shall be scheduled with the following order of preference:
    - No. 1 – East Aurora High School
    - No. 2 – "Baseball/Softball"
    - No. 3 – All other organizations
  - "Baseball/Softball" shall provide a schedule to the Recreation Department of all practices and games and the locations of such activities on a regular basis, but at minimum two (2) days in advance of practices and games; and

3. **Maintenance Standards - Baseball and Softball diamonds** - In agreeing to use the ball diamonds, "Baseball/Softball" agrees to participate in completing routine maintenance items while using the ball diamonds:
- Inspect the baseball and softball diamonds prior to use.
  - Litter control –"Baseball/Softball" shall properly dispose of garbage/trash in Town provided receptacles, which shall be emptied by the Town on a regular basis.
  - Reporting of any damages and/or maintenance concerns to the Town as soon as "Baseball/Softball" becomes aware of damage or maintenance issue.
  - All non-permanent "Baseball/Softball" signage attached to the fences shall be removed at the end of the season.

**FURTHERMORE**, the Town agrees to prepare/groom the baseball and softball diamonds prior and throughout the baseball/softball season to maintain quality conditions for use. In addition the Town shall:

- Maintain the fences and backstops at all three locations;
- Mow the infield and outfield at all three locations;
- Maintain the dug-out shelters and bleachers at the Gleed Avenue diamonds and Community Pool Park diamonds.
- Assist Baseball/Softball with cleaning the restrooms.

The Town shall maintain the right to modify maintenance procedures as deemed necessary. The responsibility of the common areas will be the responsibility of the Town unless otherwise identified.

4. **Use of Community Pool lavatories** – The Town agrees to permit "Baseball/Softball" to utilize the lavatories at Community Pool during its baseball and softball program, including games and practices.
5. **Maintenance Standards – Community Pool lavatories** - In agreeing to use the

lavatories at the Town's Community Pool, "Baseball/Softball" agrees to participate in completing routine maintenance items while using the lavatories:

- Inspect the lavatories prior to use and after use for cleanliness or damage .
- Reporting of any damages and/or maintenance concerns to the Town.
- Lavatories shall be accessed only from the exterior of the pool enclosure.
- Lavatories shall be unlocked by a representative of "Baseball/Softball" just prior to a practice or game.
- Exterior lavatory doors shall be locked by a representative of "Baseball/Softball" at the end of practice or games;
- "Baseball/Softball" is responsible for proper use, clean up, and supervision of the lavatory facilities during practices and games.

**FURTHERMORE**, the Town agrees to provide "Baseball/Softball" access to the lavatory light switches. The Town shall be responsible for stocking the lavatories with hand soap, paper towels and toilet paper. The Town shall be responsible for removal of garbage/trash from the lavatory receptacles.

**6. Use of Concession Stand** - The Town agrees to permit "Baseball/Softball" to utilize the Concession Stand at Community Pool Park during its baseball and softball games with the following conditions:

- A permit issued by the Erie County Health Department must be in effect during the time of use. "Baseball/Softball" shall be responsible for obtaining the permit.
- "Baseball/Softball" shall provide volunteers to operate the Concession Stand and at all times during use of the Concession Stand, shall have adult supervision at the Stand.
- "Baseball/Softball" shall provide the food, beverages, paper products to be sold or used at the Concession Stand.
- Concession Stand proceeds shall belong to "Baseball/Softball" to be reinvested into supporting East Aurora Baseball and Softball activities.

**7. Maintenance Standards – Concession Stand** - In agreeing to use the concession stand a "Baseball/Softball" agrees to participate in completing routine maintenance items while

using the concession stand.

- Inspect the concession stand prior to use.
- Litter control --“Baseball/Softball” shall properly dispose of garbage/trash in Town provided receptacles, which shall be emptied by the Town on a regular basis.
- “Baseball/Softball” shall be responsible for the day-to-day cleaning of the Concession Stand.

**8. Indemnification.**

During “Baseball/Softball” activities, East Aurora Baseball and Softball, Inc. shall indemnify, defend and hold harmless the Town of Aurora, its officials and employees, from any and all claims, causes of action, losses, expenses injuries or damages arising directly or indirectly from the acts, errors or omissions of East Aurora Baseball and Softball, Inc., its directors, officers, agents, employees, volunteers, participants, or anyone rendering services on its behalf. This indemnity shall include all reasonable costs and attorney’s fees incurred in defending any action covered by this Section.

**9. Insurance.**

East Aurora Baseball and Softball, Inc. shall furnish, annually, a Certificate of Insurance naming the Town of Aurora as an Additional Insured on a primary and non-contributory basis with a waiver of subrogation under both the General Liability Insurance and umbrella policy. The insurance policy shall provide a limit of liability equal to or more than \$1,000,000 per occurrence.

**10. No Alteration.**

“Baseball/Softball” shall not make structural improvements, changes, or alteration to the baseball or softball diamonds, fields, lavatories or concession stand without first obtaining approval and written consent of the Town Board.

**11. No Assignment.**

“Baseball/Softball” shall not assign its interest in this agreement without obtaining

the approval and written consent of the Town Board.

**12. Binding upon successors.**

This agreement shall be binding upon the successors and assigns of the parties hereto.

**13. Term.**

The term of this annual agreement shall begin March 31, 2022 and conclude on March 30, 2023 and shall automatically renew annually for an additional one (1) year term, unless either party provides written notice to the other party with a minimum of 60-days notice of its intent to terminate this agreement.

**14. Issue Resolution.**

In the event of issues not addressed in this agreement, either the Town or "Baseball/Softball" shall commence a formal resolution procedure by telling the other party, in writing: (a) that there is an issue to be resolved (b) the nature and scope of the issue. Representatives from each party shall meet to attempt to resolve any issue.

**15. Amendments.**

This agreement shall not be amended, modified or terminated orally, nor may any obligation under it be waived orally. No amendment, modification, termination or waiver shall be effective for any purpose unless made by action taken or authorized by the respective Boards of Directors and it is in writing and signed on behalf of each of the parties hereto.

**16. Payment.**

"Baseball/Softball" agrees to pay the Town \$1,000.00 annually during the time this agreement is in effect as and for "Baseball/Softball's" contribution to costs including maintenance, upkeep, equipment purchases and improvements to the ball diamonds and fields and any other areas utilized by "Baseball/Softball" as determined by the Town. In addition, "Baseball/Softball" shall make a good faith contribution to the Town toward the cost of baseball and softball diamond dirt, to the extent funds are available in "Baseball/Softball's" budget.

May 2021

This Agreement contains all of the terms, conditions and agreements between the parties hereto and no amendments, additions or changes hereto shall be valid unless attached hereto in writing and signed by the Town and "Baseball/Softball". Failure to abide by the policies and rules set forth in this agreement could result in loss of privileges regarding the use of baseball and softball diamonds, lavatories and/or concession stand.

**IN WITNESS WHEREOF**, the parties hereto have, the day and year first above written, signed and executed this Agreement by virtue of authority given and granted by the respective corporate/governing authorities of the parties hereto.

**TOWN OF AURORA**

By: \_\_\_\_\_  
Supervisor

**EAST AURORA BASEBALL AND  
SOFTBALL, INC.**

By: \_\_\_\_\_  
President

STATE OF NEW YORK)  
COUNTY OF ERIE ) ss:

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Town of Aurora, 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK)  
COUNTY OF ERIE ) ss:

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned, a notary public in and for

May 2021

said state, personally appeared \_\_\_\_\_, President of the East Aurora Baseball and Softball, Inc., 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 executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
Notary Public

DRAFT



WS-2 4B

SPECIAL USE PERMIT

Pursuant to Chapter 116 Article III of the Zoning Code of the Town of Aurora, a Special Use Permit is hereby granted by the Town Board of the Town of Aurora in accordance with the following:

**APPLICANT:** Joshua Best  
dba: Best Brothers Development, LLC/East Aurora Storage

**PROPERTY ADDRESS:** 426 Olean Road (aka: Route 16, East Aurora, NY 14052  
SBL# 176.13-2-3

**PROPERTY OWNER:** Best Brothers Development, LLC  
mailing address: 420 Willardshire Road, East Aurora, NY 14052

**CODE:** Chapter 116 – Zoning §116-8.7 B(1)(l)(o)

**USE:** Principal Use: Storage buildings

**SPECIAL PERMIT USE:** Storage Building/Warehouse

The Town of Aurora received an application for a Special Use Permit for an additional 2400 sf storage building on February 9, 2022 . The Town Board referred the Special Use Permit Application to the Planning Board on March 14, 2022. On April 6, 2022, the Planning Board approval of the Special Use Permit with the following conditions: 1) Revisions to Part 1 of the SEAF as recommended by GHD and 2) investigate and address water ponding at northwest corner of property to ensure drainage compliance.

This is a Type 2 action and does not require further review under SEQR.

Background. The property at 426 Olean Road currently has five storage unit buildings and has been used as a storage facility since the early 1990’s. This permit is contingent and subject to the following:

1. CODE REQUIREMENTS: Full compliance with all sections of the Aurora Code as presently codified or as may be amended from time to time.
2. APPLICATION AND PLANNING BOARD: Subject to all plans and specifications submitted with the application, recommendations of the Planning Board and additional conditions and terms as adopted by the Town Board.
3. VIOLATION: Any violation of the provisions of the Permit or any other applicable law, code, rule or regulation of any government or department shall subject this Permit to suspension or revocation in the discretion of the Town Board.

4. AMENDMENT: This Special Use Permit is subject to amendment or modification by the Town Board at any time in its sole discretion.
5. ATTACHMENT: This permit is subject to any and all special conditions attached hereto.

ACKNOWLEDGEMENT: the undersigned as applicant for this Special Use Permit for a storage building at 426 Olean Road (aka: Route 16), East Aurora, NY, does hereby acknowledge receipt of a copy of this Permit, agrees, and accepts the provisions herein. The applicant further acknowledges that a violation or breach of any covenants, provisions or conditions of this Special Use Permit will result in suspension or revocation of this Special Use Permit. The undersigned agrees to all terms and provisions of this Special Use Permit as herein stated or as hereafter may be amended.

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Joshua Best

ACKNOWLEDGED AND APPROVED AS TO FORM AND SUBSTANCE

DATES: \_\_\_\_\_

\_\_\_\_\_  
JAMES J. BACH, Supervisor  
Town of Aurora

SPECIAL CONDITIONS FOR  
SPECIAL USE PERMIT GRANTED TO  
JOSHUA BEST  
(BEST BROTHERS DEVELOPMENT, LLC)  
FOR  
426 BUFFALO ROAD, EAST AURORA, NY

1. USE: Storage building and storage rental unit buildings.
2. SIGN(S): Shall be in accordance with Section 116.34 of the Town Code of the Town of Aurora.
3. PARKING: Sufficient parking will be provided for customers and employees.
4. HOURS OF OPERATION: Approved hours of operation:  
Tuesday, Thursday and Sunday from 10:00 a.m. until 2:00 p.m. All other days/times by appointment.



Special Use Permit Application Form

I. PROJECT INFORMATION (Applicant/Petitioner):

Business/Project Name: EAST AURORA STORAGE  
Business/Project Address: 426 OLEAN ROAD  
Applicant Name: JOSHUA BEST  
Mailing Address: PO BOX 665  
City EAST AURORA State NY ZIP 14052  
Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
Interest in the property (ex: owner/purchaser/developer) OWNER

II. PROPERTY OWNER INFORMATION (If different than Applicant AND the Owner does not sign below, please submit and original, notarized "Owner Authorization" form - attached):

Property Owner(s) Name(s) BEST BROTHERS DEVELOPMENT, LLC  
If a corporate, please name a responsible party/designated officer: JOSHUA BEST  
Address 420 WILLARD STIRRE ROAD  
City EA State NY ZIP 14052  
Phone 4 Fax \_\_\_\_\_ Email 11

III. SPECIAL USE AND PROPERTY INFORMATION:

Property Address 426 OLEAN ROAD  
SBL# \_\_\_\_\_  
Describe Special Use requested (use additional pages if needed): NEW 2,400 SF STORAGE BUILDINGS TO EXISTING STORAGE FACILITY  
Property size in acres 1.6 Property Frontage in feet 125  
Zoning District BZ Surrounding Zoning BZ  
Current Use of Property STORAGE  
Size of existing building(s): 22,000 sf Size of proposed building(s) 2,400 sf  
Present/Prior tenant/use: STORAGE  
Parking spaces: Existing: 0 Proposed additional spaces: 0 Total #: 0

Proposed water service: \_\_\_\_\_ public \_\_\_\_\_ private (well) X n/a Is this existing Y/N  
 Proposed sanitary sewer: \_\_\_\_\_ public \_\_\_\_\_ private (septic) X n/a Is this existing Y/N

Hours of operation (if applicable):

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	By Appt.
Hours		10 - 2		10 - 2			10 - 2	ANY DAY

Peak hours: \_\_\_\_\_

Number of employees (if applicable): Full-time \_\_\_\_\_ Part-time 1 Seasonal \_\_\_\_\_

**Upon approval of this application, the applicant intends to apply for:** (Check all that apply)

- a. Building Permit X
- b. Sign Permit \_\_\_\_\_

**IV. SIGNATURE** (This application must be signed by the applicant/petitioner. If the applicant is not the owner of the property, a separate owner authorization form must be submitted – see pg. 4)

Joshua Best  
 Signature of Applicant/Petitioner

JOSHUA BEST  
 Print name of Applicant/Petitioner

State of New York; County of Erie

On the 9 day of February in the year 2022 before me, the above individual appeared, personally known 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/they executed the same for the purposes therein stated.

Morgan A Eaton  
 Notary Public

Morgan A Eaton  
 Notary Public, State of New York  
 Registration No. 01EA8365129  
 Qualified In Erie County  
 My Commission Expires October 2, 2026

(Notary stamp)

Office Use Only: Date received: 2/9/22 Receipt #: 385620

Application reviewed by: \_\_\_\_\_

# Short Environmental Assessment Form

## Part 1 - Project Information

### Instructions for Completing

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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: <b>EAST AURORA STORAGE</b>			
Project Location (describe, and attach a location map): <b>426 OLEAN ROAD, EAST AURORA, NY</b>			
Brief Description of Proposed Action: <b>NEW 2,400 SF STORAGE BUILDING</b>			
Name of Applicant or Sponsor: <b>JOSHUA BEST</b>		Telephone: 	
		E-Mail: -	
Address: <b>718 JEWETT HOLMWOOD ROAD</b>			
City/PO: <b>EAST AURORA</b>		State: <b>NY</b>	Zip Code: <b>14052</b>
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/>
			YES <input checked="" type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:			NO <input checked="" type="checkbox"/>
<b>1) TOWN OF AURORA TOWN BOARD - SPEC. USE PERMIT 2) TOWN OF AURORA - BUILDING PERMIT</b>			YES <input checked="" type="checkbox"/>
3. a. Total acreage of the site of the proposed action?		<b>.05</b> acres	
b. Total acreage to be physically disturbed?		<b>.05</b> acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<b>1.6</b> acres	
4. Check all land uses that occur on, are adjoining or near the proposed action:			
<input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Are public transportation services available at or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: <u>NO WATER REQ'D</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: <u>NO WASTE REQ'D</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply:  
 Shoreline  Forest  Agricultural/grasslands  Early mid-successional  
 Wetland  Urban  Suburban

15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered? NO YES

16. Is the project site located in the 100-year flood plan? NO YES

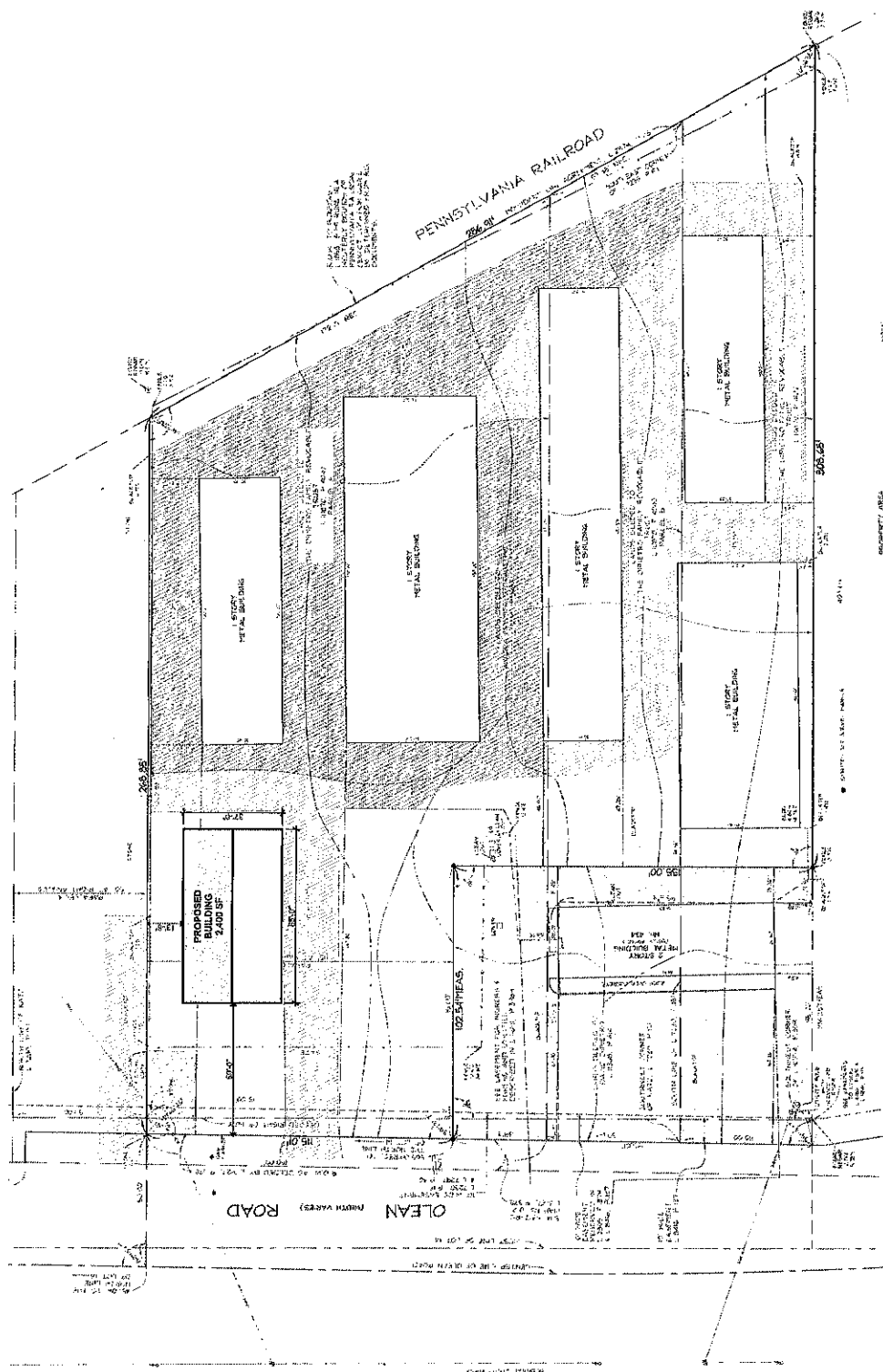
17. Will the proposed action create storm water discharge, either from point or non-point sources?  
If Yes,  
a. Will storm water discharges flow to adjacent properties?  
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?  
If Yes, briefly describe:  
DOWNSPOTS WILL TIE INTO EXISTING  
STORM DRAIN SYSTEM

18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?  
If Yes, explain the purpose and size of the impoundment:

19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?  
If Yes, describe:

20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?  
If Yes, describe:

**I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE**  
Applicant/sponsor/name: JOSHUA BEST Date: 2/9/22  
Signature: [Signature] Title: OWNER

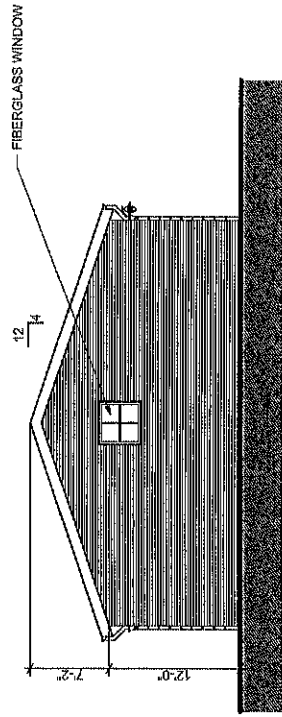


**PROPOSED STORAGE BUILDING**  
**EAST AURORA STORAGE**  
 426 OLEAN ROAD  
 EAST AURORA, NY 14052

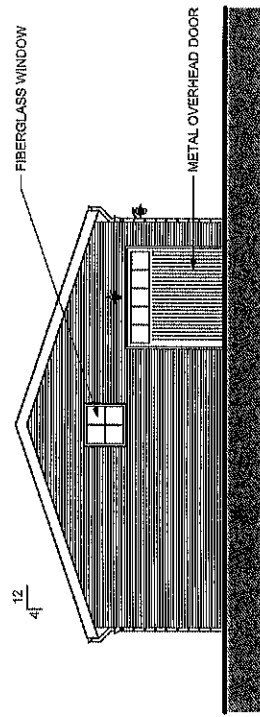
**SITE PLAN**  
 03/14/2022



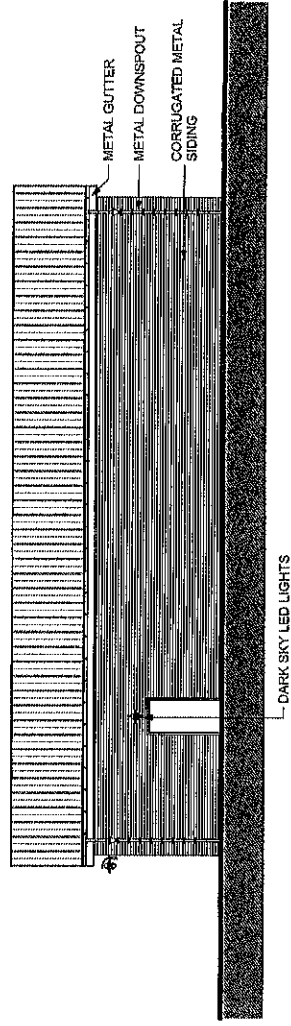




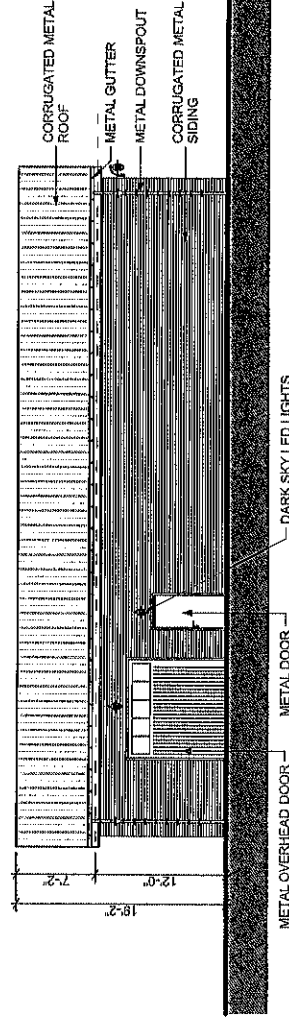
WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

285 Delaware Avenue, Suite 500  
Buffalo, New York 14202  
United States  
www.ghd.com



Our ref: 11207908

6 April 2022

Martha Librock, Town Clerk  
Town of Aurora  
575 Oakwood Avenue  
East Aurora, New York 14052

**Special Use Permit – 426 Olean Road**

Dear Ms. Librock

GHD has completed a review of the Special Use Permit (SUP) application for the above referenced property. It is our understanding the applicant is seeking approval to construct a 2,400 square foot storage building at an existing self-storage facility. The property is zoned B2 Commercial, and we offer the following comments.

- New York State Environmental Quality Review (SEQR) – The proposed storage building does not appear to exceed any Type 1 thresholds but appears to meet the definition of a Type 2 action involving the construction of a non-residential structure less than 4,000 square feet of gross floor area that does not involve a change in zoning or require a use variance. As a Type 2 action, the proposed storage building does not require any further review under SEQR.
- Short Environmental Assessment Form (SEAF) – Part 1 of the SEAF has been completed which is intended to provide information about the project and its affected environment. GHD recommends the SEAF be revised to address the following items.
  - Question 1 – Should be answered “No”. The project involves the construction of a non-residential building that requires a special use permit in accordance with the Town zoning code.
  - Question 2 – Should be answered “Yes”. Additional approvals include a Special Use Permit and a Building Permit.
    - Town of Aurora Town Board – Special Use Permit
    - Town of Aurora Building Department – Building Permit
  - Question 12b – Should be answered “Yes”. The project site is located within an area sensitive for archaeological sites on the NYS State Historic Preservation Office site inventory.
- Stormwater and Drainage – The applicant has indicated that downspouts from the proposed building will tie into the existing storm drain system. GHD recommends that a stormwater plan be provided showing the location of the existing storm drain system and proposed tie in points.

Regards

A handwritten signature in black ink that reads 'Gregory D. Keyser'.

**Gregory D. Keyser**  
Planner

716 362-8877  
gregory.keyser@ghd.com

Copy to: Elizabeth Cassidy, Code Enforcement Officer  
Town of Aurora Planning Board

# TOWN OF AURORA

575 OAKWOOD AVENUE, EAST AURORA, NY 14052

BUILDING DEPARTMENT

(716) 652-7591

FAX (716) 652-3507

## MEMO

TO: Jim Bach & Town Board Members  
FROM: Don Owens, Chairman, Planning Board  
DATE: April 7, 2022

=====

**The following actions were taken at the April 6, 2022 meeting of the Planning & Conservation Board:**

Norm Merriman moved to recommend the Town Board approve the Special Use Permit application at **426 Olean Rd.** as proposed with the following conditions:

1. Compliance with recommended changes per GHD's comments
2. Applicant to investigate and address water ponding at the Northwest corner of the property (that affects the shoulder of Olean Rd.), ensure drainage compliance

Seconded by Doug Crow

Upon a vote being taken:

ayes – seven

noes – none

Motion Carried.

Bridge NY Resolution – Town of Aurora  
(Culvert Project – Municipality Administered)

WS-3 5A-1

Authorizing the implementation and funding of 100% of the costs of a transportation project, of which qualified costs may be reimbursed from Bridge NY funds.

WHEREAS, a project for the Culvert Replacement Project Church Street over Tannery Brook, P.I.N. 5763.87 (the "Project") IS ELIGIBLE FOR REIMBURSEMENT OF QUALIFIED COSTS FROM Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs to be borne at the ration of 100% Bridge NY funds and 0% non-Bridge NY funds; and

WHEREAS, the Town of Aurora will design, let and administer all phases of the Project.

WHEREAS, the Town of Aurora desires to advance the Project by making a commitment of 100% of the costs of the \$863,771.00 work for the Project or portions thereof.

NOW, THEREFORE, the Aurora Town Board (the "Town Board"), duly convened does hereby

RESOLVE, that the Town Board hereby approves the project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Town of Aurora to pay 100% of the cost of \$799,461.00 work for the Project or portions thereof, with the understanding that qualified costs will be reimbursed from Bridge NY funding; and it is further

RESOLVED, that the sum of \$863,771.00 is hereby appropriated from General Fund A Fund Balance and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the Town Board hereby agrees that the Town of Aurora shall be responsible for all costs of the Project, including costs which exceed the amount of reimbursement available from the NY Bridge Funding awarded to the Town of Aurora; and it is further

RESOLVED, that in the event the costs of the Project exceed the amount appropriated above, the Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Town Clerk thereof, and it is further

RESOLVED, that the Town Board hereby agrees that the Town of Aurora hereby commits that the construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Supervisor of the Town of Aurora be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests with NYSDOT for State Aid and/or Bridge NY funding on behalf of the Town of Aurora in connection with the advancement or approval of the Project providing for the administration of the Project and the municipality's funding of the Project costs, and it is further

RESOLVED, that the Town of Aurora will be responsible for all maintenance of the Project; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, that this Resolution shall take effect immediately.



Department of  
Transportation

KATHY HOCHUL  
Governor

MARIE THERESE DOMINGUEZ  
Commissioner

FRANK P. CIRILLO, SR/WA  
Regional Director

March 10, 2022

David Gunner, Superintendent of Highway  
251 Quaker Road  
East Aurora, NY 14052

Re: **Bridge NY Culvert Local Project Agreement**  
**PIN 5763.87, Comptrollers Contract # D040611**  
**Bridge NY Culvert Replacement Project**  
**Church Street over Tannery Brook**  
**Town of Aurora, Erie County**

Dear Mr. Gunner:

The New York State Department of Transportation (NYSDOT) requests for the Town of Aurora to enter into a Bridge NY Culvert Local Project Agreement which details the commitment of both agencies to participate in the administration and funding of the various phases of this project.

Please obtain a Resolution authorizing the Town Supervisor to sign the enclosed Bridge NY Culvert Local Project Agreement with NYSDOT for a total of \$863,771. This amount is the 100% State share of the cost for the above project's Preliminary Engineering (Design I-VI), Right-of-Way Incidentals, Right-of-Way Acquisition and Construction/ Construction Inspection phase. The Town of Aurora must commit to pay, in the first instance, 100% of the State share of the cost of this project's phase. The NYSDOT will reimburse the town as the project is progressed, the State share of the cost of this project's phases. **A copy of a sample Bridge NY Culvert Resolution is enclosed.** Please note that this Resolution is different than the typical Resolution used on previous Federal Aid contracts. This Resolution's language is required for Bridge NY Culvert contracts to avoid rejection by the Office of the State Comptroller. **As noted in Section 4 of the Bridge NY Culvert Local Project Agreement, reimbursement requests must be submitted to NYSDOT at least once every six months.**

Please return six (6) certified copies of the town's Resolution along with six (6) original and notarized one-sided copies of the enclosed Bridge NY Culvert Local Project Agreement to the regional NYSDOT office located at **100 Seneca Street, Buffalo, New York 14203**. Your Approved Signatory is required to sign each copy of the Bridge NY Culvert Local Project Agreement. Page 10 of the enclosed Bridge NY Culvert Local Project Agreement includes the following information; Name, Title, Mailing Address, Telephone Number, Facsimile Number, and Direct E-Mail Address of the Responsible Local Official with the authority to execute the enclosed Agreement with the NYSDOT. Please check this information and make any appropriate additions or corrections.

Questions regarding the enclosed Bridge NY Culvert Local Project Agreement and/or the implementation of the project should be directed to Christopher Church, Regional Local Project Liaison, at 716-847-3246.

Sincerely,

Joseph D. Buffamonte

Program Management & Local Programs Manager

JDB/PAK/jeh  
Encl.

## BridgeNY Culvert Local Project Agreement

CONTRACT NO. **D040611**

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and the **Town of Aurora** (the "Municipality/Sponsor")  
with its office at **575 Oakwood Avenue, East Aurora, NY 14052.**

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as **BridgeNY Culvert Replacement Project; Church Street over Tannery Brook; Town of Aurora, Erie County** (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_, adopted at meeting held on \_\_\_\_\_, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the **Town Supervisor** of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1" - Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licensor, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.



5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

**12.1 Time is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed BridgeNY Agreement approved by the Office of the State Comptroller.**

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.

MUNICIPALITY/SPONSOR: **Town of Aurora**

PROJECT ID NUMBER: **5763.87**

PHASE: PER SCHEDULES A

15. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us).

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts,* including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at [www.dot.ny.gov/main/business-center/civil-rights/](http://www.dot.ny.gov/main/business-center/civil-rights/).

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15<sup>th</sup> day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: [www.dot.ny.gov/dotapp/ebo](http://www.dot.ny.gov/dotapp/ebo).

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

[www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us](http://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us)

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at [www.dot.ny.gov/programs/smart-planning/smartgrowth-law](http://www.dot.ny.gov/programs/smart-planning/smartgrowth-law).

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

Name: **Christopher Church**  
Title: **Project Manager**  
Address: **100 Seneca Street, Buffalo, NY 14203**  
Telephone Number: **716-847-3246**  
Facsimile Number: **716-847-3080**  
E-Mail Address: **Christopher.Church@dot.ny.gov**

**Municipality/Sponsor Town of Aurora**

Name: **James J. Bach**  
Title: **Town Supervisor**  
Address: **575 Oakwood Avenue, East Aurora, NY 14052**  
Telephone Number: **716-652-7590**  
Facsimile Number: **716-652-1123**  
E-Mail Address: **supervisor@townofaurora.com**

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**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112



5A-2

Bridge NY Resolution – Town of Aurora  
(Culvert Project – Municipality Administered)

Authorizing the implementation and funding of 100% of the costs of a transportation project, of which qualified costs may be reimbursed from Bridge NY funds.

WHEREAS, a project for the Culvert Replacement Project East Filmore Avenue over Tannery Brook, P.I.N. 5763.88 (the “Project”) IS ELIGIBLE FOR REIMBURSEMENT OF QUALIFIED COSTS FROM Bridge NY funding that calls for the post-reimbursement apportionment of the qualified costs to be borne at the ration of 100% Bridge NY funds and 0% non-Bridge NY funds; and

WHEREAS, the Town of Aurora will design, let and administer all phases of the Project.

WHEREAS, the Town of Aurora desires to advance the Project by making a commitment of 100% of the costs of the \$799,461.00 work for the Project or portions thereof.

NOW, THEREFORE, the Aurora Town Board (the “Town Board”), duly convened does hereby

RESOLVE, that the Town Board hereby approves the project; and it is hereby further

RESOLVED, that the Town Board hereby authorizes the Town of Aurora to pay 100% of the cost of \$799,461.00 work for the Project or portions thereof, with the understanding that qualified costs will be reimbursed from Bridge NY funding; and it is further

RESOLVED, that the sum of \$799,461.00 is hereby appropriated from General Fund A Fund Balance and made available to cover the cost of participation in the above phase of the Project; and it is further

RESOLVED, that the Town Board hereby agrees that the Town of Aurora shall be responsible for all costs of the Project, including costs which exceed the amount of reimbursement available from the NY Bridge Funding awarded to the Town of Aurora; and it is further

RESOLVED, that in the event the costs of the Project exceed the amount appropriated above, the Town Board shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the Town Clerk thereof, and it is further

RESOLVED, that the Town Board hereby agrees that the Town of Aurora hereby commits that the construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Supervisor of the Town of Aurora be and is hereby authorized to execute all necessary agreements, certifications or reimbursement requests with NYSDOT for State Aid and/or Bridge NY funding on behalf of the Town of Aurora in connection with the advancement or approval of the Project providing for the administration of the Project and the municipality’s funding of the Project costs, and it is further

RESOLVED, that the Town of Aurora will be responsible for all maintenance of the Project; and it is further

RESOLVED, that a certified copy of this resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, that this Resolution shall take effect immediately.



Department of  
Transportation

KATHY HOCHUL  
Governor

MARIE THERESE DOMINGUEZ  
Commissioner

FRANK P. CIRILLO, SR/WA  
Regional Director

March 10, 2022

David Gunner, Superintendent of Highway  
251 Quaker Road  
East Aurora, NY 14052

Re: **Bridge NY Culvert Local Project Agreement**  
**PIN 5763.88, Comptrollers Contract # D040612**  
**Bridge NY Culvert Replacement Project**  
**East Filmore Avenue over Tannery Brook**  
**Town of Aurora, Erie County**

Dear Mr. Gunner:

The New York State Department of Transportation (NYSDOT) requests for the Town of Aurora to enter into a Bridge NY Culvert Local Project Agreement which details the commitment of both agencies to participate in the administration and funding of the various phases of this project.

Please obtain a Resolution authorizing the Town Supervisor to sign the enclosed Bridge NY Culvert Local Project Agreement with NYSDOT for a total of \$799,461. This amount is the 100% State share of the cost for the above project's Preliminary Engineering (Design I-VI), Right-of-Way Incidentals, Right-of-Way Acquisition and Construction/ Construction Inspection phases. The Town of Aurora must commit to pay, in the first instance, 100% of the State share of the cost of this project's phase. The NYSDOT will reimburse the town as the project is progressed, the State share of the cost of this project's phases. **A copy of a sample Bridge NY Culvert Resolution is enclosed.** Please note that this Resolution is different than the typical Resolution used on previous Federal Aid contracts. This Resolution's language is required for Bridge NY Culvert contracts to avoid rejection by the Office of the State Comptroller. **As noted in Section 4 of the Bridge NY Culvert Local Project Agreement, reimbursement requests must be submitted to NYSDOT at least once every six months.**

Please return six (6) certified copies of the town's Resolution along with six (6) original and notarized one-sided copies of the enclosed Bridge NY Culvert Local Project Agreement to the regional NYSDOT office located at **100 Seneca Street, Buffalo, New York 14203**. Your Approved Signatory is required to sign each copy of the Bridge NY Culvert Local Project Agreement. Page 10 of the enclosed Bridge NY Culvert Local Project Agreement includes the following information; Name, Title, Mailing Address, Telephone Number, Facsimile Number, and Direct E-Mail Address of the Responsible Local Official with the authority to execute the enclosed Agreement with the NYSDOT. Please check this information and make any appropriate additions or corrections.

Questions regarding the enclosed Bridge NY Culvert Local Project Agreement and/or the implementation of the project should be directed to Christopher Church, Regional Local Project Liaison, at 716-847-3246.

Sincerely,

  
Joseph D. Buffamonte  
Program Management & Local Programs Manager

JDB/PAK/jeh  
Encl.

## BridgeNY Culvert Local Project Agreement

CONTRACT NO. D040612

This Agreement is by and between:

the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, NY 12232, on behalf of New York State ("State");

and the Town of Aurora (the "Municipality/Sponsor")  
with its office at 575 Oakwood Avenue, East Aurora, NY 14052.

This Agreement identifies the party responsible for administration and establishes the method or provision for funding of applicable phases of a BridgeNY State aid project for the improvement or replacement of a culvert, not on the State highway system, as such project and phases are more fully described by Schedule A annexed to this Agreement. The phases that are potentially the subject of this Agreement, as further enumerated, are: Preliminary Engineering ("PE") and Right-of-Way Incidental ("ROW Incidentals") work; Right-of-Way Acquisition; and Construction, Construction Supervision and/or Construction Inspection. The project shall be identified for the purposes of this Agreement as BridgeNY Culvert Replacement Project; East Filmore Avenue over Tannery Brook; Town of Aurora, Erie County (as more specifically described in such Schedule A, the "Project").

### WITNESSETH:

WHEREAS, project eligibility for the BridgeNY Program, and other State Aid Program funds is determined by NYSDOT; and

WHEREAS, under related authorizations, NYSDOT and the Municipality/Sponsor are desirous of progressing the Project under State Aid Programs; and

WHEREAS, under New York General Municipal Law § 99-r, the governing board of any municipal corporation may contract with NYSDOT for services and work including design and construction of the nature contemplated by the Project; and

WHEREAS, The Legislative Body of the Municipality/Sponsor by Resolution No. \_\_\_\_\_, adopted at meeting held on \_\_\_\_\_, approved the Project, and

WHEREAS, the Municipality/Sponsor has appropriated necessary funds in connection with any Municipal/Sponsor share identified in Schedule A; and

WHEREAS, the Municipality/Sponsor has further authorized the Town Supervisor of the Municipality/Sponsor to execute this Agreement and the applicable Schedule A on behalf of the Municipality/Sponsor and a copy of such Resolution(s) is attached to and made a part of this Agreement (where New York City is the Municipality/Sponsor, such resolution is not required).

NOW, THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The Agreement consists of the following:

- Agreement Form - This document titled "BridgeNY Culvert Local Project Agreement";
- Schedule "A" - Description of Project Phase, Funding and Deposit Requirements.
- Schedule "B" - Phases, Subphase/Tasks, and Allocation of Responsibility.
- Appendix "A" - Standard Clauses for New York State Contracts.
- Appendix "A-1"- Supplemental Title VI Provisions (Civil Rights Act).
- Appendix "B" - Minority and Women-Owned Business Enterprises(M/WBE)-Service Disabled Veteran Owned Businesses(SDVOB) – Equal Employment Opportunity(EEO) Policy Statement.
- Municipal/Sponsor Resolution(s) - duly adopted Municipal/Sponsor resolution(s) authorizing the appropriate Municipal/Sponsor official to execute this Agreement on behalf of the Municipality/Sponsor and appropriating or otherwise providing the Project funding required therefor. (Where New York City is the Municipality/Sponsor, such resolution is not required).

**\*Note – Resolutions for BridgeNY projects must also include an express commitment by the Municipality/Sponsor that construction shall commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed Agreement, approved by the Office of the State Comptroller.**

1.1 Within Appendix A-1, the term "Contractor" herein refers to any party other than the State, whether a **Municipality/Sponsor**, contractor, licensor, licensee, lessor, lessee, or any other party to this Project Agreement, or a subcontractor to any party other than the State.

2. *General Description of Work and Responsibility for Administration and Performance.* Subject to the allocations of responsibility for administration and performance thereof as shown in Schedule B (attached), the work of the Project may consist generally of the categories of work marked and described in Schedule B for the scope and phase in effect according to Schedule A or one or more Supplemental Schedule(s) A as may hereafter be executed and approved by the parties hereto as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the development of such Schedule(s) A for the purposes of conforming to New York State or to Federal Highway Administration requirements or standards, including but not limited to compliance with 28 CFR 35.105 which requires a Municipality/Sponsor employing 50 or more persons to prepare a Transition plan addressing compliance with the Americans with Disabilities Act (ADA).

The Municipality/Sponsor understands that funding is contingent upon the Municipality/Sponsor's compliance with the applicable requirements of the "Local Projects Manual (LPM" formerly known as the "Procedures for Locally Administered Federal Aid Projects (PLAFAP)" Manual (available through NYSDOT's web site at <https://www.dot.ny.gov/plafap>, and as such may be amended from time to time.

3. *Municipal/Sponsor Deposit.* Where the work is performed by consultant or construction contract entered into by NYSDOT, or by NYSDOT forces, the Municipality/Sponsor shall deposit with the State Comptroller through NYSDOT prior to the award of NYSDOT's contract or NYSDOT's performance of work by its own forces, the full amount of the Project costs due in accordance with Schedule A.

4. *Payment or Reimbursement of Costs.* For work performed by NYSDOT, NYSDOT will directly apply the required Municipality/Sponsor Deposit and, if applicable, shall request Office of the New York State Comptroller (OSC) funding of State aid to the Municipality/Sponsor as described below. For work

performed by or through the Municipality/Sponsor, NYSDOT will reimburse the Municipality/Sponsor up to the amount of the Municipality/Sponsor's award of BridgeNY State aid as described below.

NYSDOT will periodically make reimbursements upon request and certification by the Sponsor. The frequency of reimbursement requests must be in conformance with that stipulated in the NYSDOT Standard Specifications; (§109-06, *Contract Payment*). NYSDOT recommends that reimbursement requests not be submitted more frequently than monthly. In all cases, reimbursement requests must be submitted at least once every six months. A Sponsor's reimbursement requests are restricted to eligible project costs. To be classified as an "eligible project cost", in addition to other requirements of this Agreement, the original expenditure must have been paid within the past 15 months in order to comply with Federal Tax Law and IRS Regulations (26 CFR 1.150-2 (d)(2)(i)), which governs fund disbursements from the issuance of tax-exempt bonds. Expenditures paid greater than 15 months prior to the reimbursement request are ineligible for reimbursement.

4.1 *State aid.* Subject to compliance with this Agreement, NYSDOT shall authorize reimbursement of eligible individual Project costs identified in the applicable Schedule A. Contractor obligations or expenditures that precede the start date of this Agreement shall not be reimbursed. To be eligible for State aid, project costs must be for work which, when completed, has a certifiable service life of at least 50 years for culvert replacements, or at least 10 years for culvert relining.

4.2 *State aid Eligible Project Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

4.3 In no event shall the State be obligated to fund or reimburse any costs exceeding the "State Share" provided in Schedule A.

4.4 All items included by the Municipality/Sponsor in the record of costs shall be in conformity with accounting procedures acceptable to NYSDOT and the FHWA. Such items shall be subject to audit by the State, the federal government or their representatives.

4.5 If Project-related work is performed by NYSDOT, NYSDOT will be paid for the full costs thereof. To this end, the reimbursement to the Municipality/Sponsor provided for in section 4.1 above may be reduced by NYSDOT if necessary.

4.6 Municipalities/Sponsor's may not use BridgeNY funds to substitute for the local match to a federally-aided project.

5. *Supplemental Agreements and Supplemental Schedule(s)* Supplemental Agreements or Supplemental Schedule(s) may be entered into by the parties and must be executed and approved in the manner required for a State contract. A Supplemental Schedule is defined as a Supplemental Agreement which revises only the Schedule A of a prior Agreement or Supplemental Agreement. In the event Project cost estimates increase over the amounts provided for in Schedule A, no additional reimbursement shall be due to the Municipality/Sponsor unless the parties enter into a Supplemental Agreement or Supplemental Schedule A for reimbursement of additional Eligible Project Costs.

6. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Municipality/Sponsor any monies paid to the Municipality/Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for State aid hereunder. In the event the Municipality/Sponsor withdraws the project, suspends or delays work on the Project, fails to adequately or expediently progress the Project, or takes other action that results in the loss of the Municipality/Sponsor's participation or eligibility, the Municipality/Sponsor shall refund to the State all reimbursements or payments received from the State, and the Municipality/Sponsor shall reimburse the State for 100% of all costs incurred by NYSDOT. To satisfy the refund, the State or NYSDOT may offset any other State or Federal aid owed, or may otherwise come due, to the Municipality/Sponsor.

7. *Municipal/Sponsor Liability.*

7.1 If the Municipality/Sponsor performs work under this Agreement with its own forces, it shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Municipality/Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection therewith. The Municipality/Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

7.2 To the fullest extent permitted by law, the Municipality/Sponsor shall indemnify and save harmless the State for all damages and costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement. Negligent performance of service, within the meaning of this section, shall include, in addition to negligence founded upon tort, negligence based upon the failure of the Municipality/Sponsor or its officers, agents, servants, employees, contractors, subcontractors or others to meet professional standards resulting in obvious or patent errors in the progression of its work. Additionally, the Municipality/Sponsor shall defend the State in any action arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Municipality/Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this Agreement.

7.3 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

7.4 The Municipality/Sponsor shall at all times during the Contract term remain responsible. The Municipality/Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Municipality/Sponsor or the Municipality/Sponsor's officers, agents, servants, employees, contractors, or subcontractors. In the event of such suspension, the Municipality/Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Municipality/Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

7.3 Upon written notice to the Municipality/Sponsor, and a reasonable opportunity to be heard with appropriate NYSDOT officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Municipality's/Sponsor's expense where the Municipality/Sponsor is determined by the Commissioner of Transportation or his or

her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

8. *Maintenance.* The Municipality/Sponsor shall be responsible for the maintenance of the project at the sole cost and expense of the Municipality/Sponsor. If the Municipality/Sponsor intends to have the project maintained by another entity, any necessary maintenance agreement will be executed and submitted to NYSDOT before construction of the Project is begun. Upon its completion, the Municipality/Sponsor will operate and maintain the Project at no expense to NYSDOT; and during the useful life of the Project, the Municipality/Sponsor shall not discontinue operation and maintenance of the Project, nor dispose of the Project, unless it receives prior written approval to do so from NYSDOT.

8.1 The Municipality/Sponsor may request such approved disposition from NYSDOT where the Municipality/Sponsor either causes the purchaser or transferee to assume the Municipality/Sponsor's continuing obligations under this Agreement, or agrees immediately to reimburse NYSDOT for the pro-rata share of the funds received for the project, plus any direct costs incurred by NYSDOT, over the remaining useful life of the Project.

8.2 If a Municipality/Sponsor fails to obtain prior written approval from NYSDOT before discontinuing operation and maintenance of the Project or before disposing of the project, in addition to the costs provided, above in 8.1, Municipality/Sponsor shall be liable for liquidated damages for indirect costs incurred by NYSDOT in the amount of 5% of the total funding provided through NYSDOT.

8.3 For NYSDOT-administered projects, NYSDOT is responsible for maintenance only during the NYSDOT-administered construction phase. Upon completion of the construction phase, the Municipality/Sponsor's maintenance obligations start or resume.

9. *Independent Contractor.* The officers and employees of the Municipality/Sponsor, in accordance with the status of the Municipality/Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as, nor claim to be, an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

10. *Contract Executory.*

10.1 This Agreement shall be deemed executory only to the extent of the monies available to the State for its performance and no liability on account thereof shall be incurred by the State beyond monies available therefor.

10.2 This Agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this Agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this Agreement, provided any necessary State appropriations or other funding authorizations are enacted. **Municipality/Sponsor's** continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

11. *No Assignment or Other Disposition of Agreement.* The Municipality/Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this Agreement or any part thereof, or of its right, title or interest therein, or its power to execute such Agreement to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

12. *Term of Agreement.* The Project phase(s) and Term are identified in Schedule(s) A executed herewith and incorporated herein or as subsequently identified in any duly executed and approved supplemental Schedule(s) A as of the date of such supplemental Schedule(s) A. This Agreement shall remain in effect so long as applicable funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities.

**12.1 Time is of the essence. The Municipality/Sponsor understands that construction of BridgeNY Projects must commence no later than twenty-four (24) months after award, and the project must be completed within thirty (30) months of commencing construction. Award is defined as an executed. BridgeNY Agreement approved by the Office of the State Comptroller.**

13. *NYSDOT Obligations.* NYSDOT's responsibilities and obligations are as specifically set forth in this agreement, and neither NYSDOT nor any of its officers or employees shall be responsible or liable, nor shall the Municipality/Sponsor assert, make or join in any claim or demand against NYSDOT, its officers or employees, for any damages or other relief based on any alleged failure of NYSDOT, its officers or employees, to undertake or perform any act, or for undertaking or performing any act, which is not specifically required or prohibited by this Agreement.

14. *Ethics Considerations.* In addition to Municipality's/Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the Program Funding made hereunder, no member of Municipality's/Sponsor's governing body, its officers or employees, or any member of the Board of Directors or staff, nor any member of their families shall benefit financially either directly or indirectly from the Program Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Municipality/Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.



MUNICIPALITY/SPONSOR: **Town of Aurora**

PROJECT ID NUMBER: **5763.88**

PHASE: PER SCHEDULES A

15. *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and in accordance with current Federal and State laws, rules, and regulations.

16. *NYSDOT Performance Review.* NYSDOT may review the Municipality's/Sponsor's performance of this Agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project and/or the offices of Municipality/Sponsor. Municipality/Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Municipality's/Sponsor's performance of the Project, its use and operation.

17. *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible local expenditures as required by this Agreement, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices from the Statewide Financial System (SFS). The Municipality/Sponsor shall comply with the State Comptroller's procedures for all applicable State Aid to authorize electronic payments. Instructions and authorization forms are available on the New York State Comptroller's website at <https://www.osc.state.ny.us/state-vendors> or by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us).

18. *Compliance with Legal Requirements.* Municipality/Sponsor must comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the following:

18.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts and New York State Executive Law Article 17-B, Participation by Service-Disabled Veterans with Respect to State Contracts,* including requirements relating to equal employment opportunity, and utilization goals and contracting opportunities for minority and women-owned business enterprises and service-disabled veteran owned business, without additional cost to NYSDOT.

18.1.1 *EEO Policy Statement.* Pursuant to 5 NYCRR §143.2, a Municipality/Sponsor shall adopt an EEO policy if one is not previously adopted, as provided in Appendix B, and submit to NYSDOT a signed copy of Appendix B.

18.1.2 *Minority-owned and Women-owned Business Enterprise (M/WBE) and Service-Disabled Veteran Owned Business (SDVOB) Goals.* Municipality/Sponsor must comply with all M/WBE and SDVOB requirements and goals stated within the provisions of Appendix B, titled, "Minority and Women-owned Business Enterprises-Service-Disabled Veteran Owned Business – Equal Employment Opportunity Policy Statement".

18.1.3 *M/WBE and SDVOB Guidance.* Refer to the New York State Department of Transportation website and Appendix B for guidance related to M/WBE and SDVOB goals at [www.dot.ny.gov/main/business-center/civil-rights/](http://www.dot.ny.gov/main/business-center/civil-rights/).

Assigned M/WBE and SDVOB goals must be included in the Municipality's/Sponsor's proposed contract documents when submitted for NYSDOT approval prior to project advertisement. Any requests for a reduction or waiver of the goals must be submitted at that time so that the correct goals are included in the project advertisement.

18.1.4 *Good Faith Efforts.* If a Municipality/Sponsor fails to meet the M/WBE or SDVOB requirements set forth in Appendix B, they must demonstrate Good Faith Efforts pursuant to 5 NYCRR §142.8.

18.1.5 *M/WBE and SDVOB Compliance Reports.* The Municipality/Sponsor shall require their consultants and contractors to submit electronic, monthly M/WBE and SDVOB compliance reports via NYSDOT's Civil Rights Reporting Software, Equitable Business Enterprise (EBO), on or before the 15<sup>th</sup> day of the immediately preceding month. The Municipality/Sponsor must apply for access to EBO at the following website: [www.dot.ny.gov/dotapp/ebo](http://www.dot.ny.gov/dotapp/ebo).

18.1.6 *Failure to Comply.* If the Sponsor fails to monitor and administer contracts in accordance with State requirements, the Sponsor will not be reimbursed for associated activities within the affected contracts. The Sponsor must ensure that any contract it awards under this Agreement has a Minority-owned and Women-owned Business Enterprise (M/WBE) and a Service-Disabled Veteran Owned Business (SDVOB) Utilization Plan and complies with such plans. If, without prior written approval by NYSDOT, the Sponsor's contractors and subcontractors fail to complete work for the project as proposed in the M/WBE and SDVOB Schedule of Utilization, NYSDOT at its discretion may (1) cancel, terminate or suspend this Agreement or such portion of this Agreement, or (2) assess liquidated damages in an amount of up to 20% of the portion of the Sponsor's contracts and subcontracts, funded in whole or in part by this Agreement, to which contract goals are established in accordance with NYSDOT guidance.

18.1.7 *Equal Employment Opportunity (EEO) Requirements.* EEO goals (as provided in the "Local Projects Manual"), EEO Policy Statement (as provided in "Appendix B – M/WBE-SDVOB and EEO Policy Statements") and specifications (as provided in NYSDOT's *Standard Specifications §102-11 Equal Employment Opportunity Requirements*) must be included in the contract documents and project advertisement.

[www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us](http://www.dot.ny.gov/main/business-center/engineering/specifications/updated-standard-specifications-us)

18.1.8 *EEO Monitoring and Reporting.* EEO participation shall be monitored by the Municipality/Sponsor as the project progresses. EEO participation shall be reported by the contractor through NYSDOT's civil rights reporting software, EBO.

18.2 New York State Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act, including providing true, timely and accurate information relating to the project to ensure compliance with the Act, accessible at [www.dot.ny.gov/programs/smart-planning/smartgrowth-law](http://www.dot.ny.gov/programs/smart-planning/smartgrowth-law).

19. *Compliance with Procedural Requirements.* The Municipality/Sponsor understands that funding is contingent upon the Municipality's/Sponsor's compliance with the requirements stated in the applicable BridgeNY – Notice of Funding Availability and guidance connected thereto.

Locally-administered BridgeNY transportation projects shall be constructed in accordance with the current version of NYSDOT Standard Specifications and NYSDOT-approved Special Specifications. (Cities with a population of 3 million or more may pursue approval of their own construction specifications and procedures on a project by project basis).

20. *Extended Records Retention Requirements.*

20.1 To ensure that NYSDOT meets certain strict requirements under the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) and to ensure that NYSDOT may authorize the use of funds for this project, the Sponsor must retain the following documents in connection with the Projects:

- a. Documents evidencing the specific assets financed with such proceeds, including but not limited to project costs, and documents evidencing the use and ownership of the property constructed, improved, or related to this Agreement, as provide in Schedule B; and
- b. Documents, if any, evidencing the sale or other disposition of the financed property.

20.2 Notwithstanding any other provision of this contract to the contrary, the Sponsor covenants to retain those records described above, for **thirty-six (36) years** per the 26 CFR Part 1.150-2(d)(2)(i) - (d)(2)(iii) after the date of NYSDOT's final payment of the eligible project cost(s).

20.3 Failure to maintain such records in a manner that ensures complete access thereto, for the period described above, shall constitute a material breach of the contract and may, at the discretion of NYSDOT, result in loss of funds allocated, or the Sponsor's repayment of funds distributed, to the Sponsor under this Agreement.

21. *Notice Requirements.*

21.1 All notices permitted or required hereunder shall be in writing and shall be transmitted:

- (a) Via certified or registered United States mail, return receipt requested;
- (b) By personal delivery;
- (c) By expedited delivery service; or
- (d) By e-mail; or
- (e) By facsimile transmission.

21.2 For all BridgeNY Culvert Local Project Agreement purposes, such notices shall be addressed by the Municipality/Sponsor to the officially designated Regional Local Project Liaison (RLPL) and, by NYSDOT, to the officially designated Primary Municipality/Sponsor's Contact, or to such different parties and addresses as the parties from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing address, Telephone number and E-mail address as noted below.

21.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or email, upon receipt.

21.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

Such notices shall be addressed as follows or to such different addresses as the parties may from time-to-time designate:

**New York State Department of Transportation (NYSDOT)**

Name: **Christopher Church**  
Title: **Project Manager**  
Address: **100 Seneca Street, Buffalo, NY 14203**  
Telephone Number: **716-847-3246**  
Facsimile Number: **716-847-3080**  
E-Mail Address: **Christopher.Church@dot.ny.gov**

**Municipality/Sponsor Town of Aurora**

Name: **James J. Bach**  
Title: **Town Supervisor**  
Address: **575 Oakwood Avenue, East Aurora, NY 14052**  
Telephone Number: **716-652-7590**  
Facsimile Number: **716-652-1123**  
E-Mail Address: **supervisor@townofaurora.com**

[REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized officials.

MUNICIPALITY/SPONSOR:

MUNICIPALITY/SPONSOR ATTORNEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the Municipal/Sponsor Corporation described in and which executed the above instrument; (except New York City) that it was executed by order of the \_\_\_\_\_ of said Municipal/Sponsor Corporation pursuant to a resolution which was duly adopted on \_\_\_\_\_ and which a certified copy is attached and made a part hereof; and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**APPROVED FOR NYSDOT:**

**APPROVED AS TO FORM:  
STATE OF NEW YORK ATTORNEY GENERAL**

By: \_\_\_\_\_  
For Commissioner of Transportation

By: \_\_\_\_\_  
Assistant Attorney General

Agency Certification: In addition to the acceptance of this contract I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

**COMPTROLLER'S APPROVAL:**

Date: \_\_\_\_\_

By: \_\_\_\_\_  
For the New York State Comptroller  
Pursuant to State Finance Law §112

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



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## TOWN OF AURORA

Aurora Municipal Center  
575 Oakwood Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

TOWN COUNCIL MEMBERS

January 28, 2022

Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

Luke Wochensky  
[lwochensky@townofaurora.com](mailto:lwochensky@townofaurora.com)

James F. Granville  
[jgranville@townofaurora.com](mailto:jgranville@townofaurora.com)

Joseph M. McCann  
[jmccann@townofaurora.com](mailto:jmccann@townofaurora.com)

SUPT. OF HIGHWAYS  
David M. Gunner  
(716) 652-4050  
[highway@townofaurora.com](mailto:highway@townofaurora.com)

CODE ENFORCEMENT  
OFFICER  
Elizabeth Cassidy  
(716) 652-7591  
[building@townofaurora.com](mailto:building@townofaurora.com)

ASSESSOR  
Roger P. Pigeon  
[assessor@townofaurora.com](mailto:assessor@townofaurora.com)  
(716) 652-0011

DIR. OF RECREATION  
Christopher Musshafen  
(716) 652-8866  
[chris@townofaurora.com](mailto:chris@townofaurora.com)

TOWN ATTORNEY  
Brigid M. Maloney

TOWN JUSTICE  
Jeffrey P. Markello  
Anthony DiFilippo IV

HISTORIAN  
Robert L. Goller  
(716) 652-7944  
[historian@townofaurora.com](mailto:historian@townofaurora.com)

FAX: (716) 652-3507

To: Town Board Members

I respectfully request the Town Board authorize the expenditure of up to \$20,000 in Dura Edge Infield Mix. It will be picked up as needed throughout the season with half being applied to diamonds at J P Nicely Park and the other applied to diamonds at Community Pool Park.

This will be purchased through Gernatt Incorporated and picked up at their Springville NY facility. The price will be FOB \$91.65 per ton.

Dura Edge is a product manufactured in West Virginia. Gernatt is the sole distributor of the product in WNY. Because it is a proprietary product only available from 1 source, I am unable to provide any other quotes.

Sincerely,

A handwritten signature in black ink, appearing to read "David Gunner".

David Gunner  
Superintendent of Highways



SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



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TOWN CLERK  
.....JA L. LIBROCK  
.....

**TOWN OF AURORA**  
575 Oakwood Avenue, East Aurora, NY 14054  
[www.townofaurora.com](http://www.townofaurora.com)

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**MEMO**

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TO:      Aurora Town Board

FROM:    James Bach  
          Kathleen Moffat

RE:      Cyber Security Insurance

DATE:    4/11/22

Our current Cyber Security Insurance carrier will not renew our policy this year. We did, however, secure an extension through April 9<sup>th</sup> to allow us time to shop for new coverage. According to our broker, Vanner Insurance, this is becoming increasingly common due to the pandemic and the increase in remote work situations as well as an increase in claims. Vanner insurance secured 2 quotes.

The quote for coverage with Cowbell Insurance reduces ransomware coverage to \$250,000 from our current \$1M limit with a \$50,000 deductible. The annual premium is \$20,622.21. (Our 2021 renewal premium was \$2,138.48)

The quote for coverage with CFC Insurance keeps our limits the same, but does increase the deductible to \$10,000 from \$5,000. The annual premium is \$10,786.43. (Again, our 2021 renewal premium was \$2,138.48)

It is our recommendation that the Town Board:

- 1) Update the current Electronic Communications policy
- 2) Purchase the Cyber Security Insurance from CFC



### **3.07 Electronic Communications/Computer Use Policy**

#### **General Conditions**

All electronic communications/computer systems and all communications and information transmitted by, received from or stored in these systems, including paper copies thereof, are the property of the Town and, unless explicitly excepted herein, are to be used solely for business purposes. Town employees should have absolutely no expectation of privacy in the Town's communication/computer systems.

Personal use of the Town's computers, the E-mail system and the Town's access to the Internet, is limited to use outside an employee's working time. Any personal use that impedes, slows or otherwise affects the efficiency of Town business is prohibited.

Town pass codes are only to be used by the employee to whom they are assigned. To protect against any potential abuse of a Town pass code, users should close or exit Town programs, including e-mail, when away from their desks for any period of time. The use of pass codes and accessing of Town files is only permitted when authorized by the Town.

#### **Monitoring**

To ensure that the use of electronic communications systems and business equipment is consistent with the Town's legitimate business interests, authorized Town representatives may intercept, monitor the use of such equipment and/or gain access to any communication transmitted or stored on any equipment including Internet files, and e-mail files/messages. The Town has no obligation to give notice, either before or after, the review of these communications. This Employee Personnel Policy handbook containing this policy evidences the employee's receipt and acceptance of this policy.

#### **Use of E-mail**

The Town provides internal and external e-mail access to some of its employees for the purpose of communicating and conducting Town related business with each other parties in an efficient manner. The e-mail system and information transmitted, received from or stored in the system are the property of the Town. The following guidelines are intended to promote responsible use of the e-mail system and may be modified by the Town, in its sole discretion from time to time. Misuse of the e-mail system may result in disciplinary action which may include termination of employment.

The e-mail system and messages generated within it should not be considered confidential or inherently protected from access by others.

E-mail should be treated as if it were written correspondence and should be considered potentially as binding and subject to disclosure in a lawsuit.

It must be understood that the deletion of an e-mail message does not necessarily mean that it cannot be retrieved. It should be assumed that the Town has the ability to retrieve all deleted e-mail messages.

Fraudulent, illegally harassing, pornographic or obscene messages or materials are prohibited from being sent, printed, requested or stored on the e-mail system.

Messages that are no longer needed should be deleted. Messages needed for longer periods must be moved to the user's folder on their computer or printed for future reference.

Unless specifically authorized by the Town, no user should open an attachment to an e-mail without the following criteria being met: the attachment must be business related, the user must know the source from where the attachment file is being sent, and the user must be expecting the file. In no case should employees use the Town's e-mail system to send or receive spam or advertising messages.

Users should always be aware of the potential for false or forged e-mail. Any employee found to have falsified and/or forged an e-mail message will be disciplined.

Use of the e-mail system for non-Town related business is limited to reasonable personal use, including but not limited to, use that is not in violation of any other Town policy, outside the user's working time. It is understood that the definition of a user's working time may vary, depending on the status of the employee. Unless explicitly stated, all other parts of this policy regulating business use apply to e-mail for personal use.

Remote access to the email system will be granted on an as needed basis as determined by the Supervisor's office. Authorized users will be required to set up and utilize Multi-Factor Authentication as an added layer of protection. Authorized users shall protect their login and password and must not share them with anyone for any reason.

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**PYROTECHNIC DISPLAY AND SERVICES AGREEMENT.....**

This PYROTECHNIC DISPLAY AND SERVICES AGREEMENT (hereinafter referred to as "agreement") and entered into this \_\_\_ day of 29<sup>th</sup> of March, 2022 by and between **SKYLIGHTERS of New York LLC** (herein after referred to as "SELLER") the **Town of Aurora and Village of East Aurora** (herein after referred to as "BUYER").

This is a one year agreement.

1. TIME AND PLACE: POSTPONEMENT/CANCELLATION: SELLER agrees to design, produce and execute a fireworks show, otherwise known as a pyrotechnic display. At approximately 10 p.m. on the 3<sup>rd</sup> day of July 2022 at the following location: Hamlin Park, East Aurora, NY - weather permitting. An alternative inclement weather date is hereby designated to be the 7/4/22 day of July 2022 at the same time and place set forth herein above. It is agreed and understood by and between the parties hereto that SELLER shall have the sole, exclusive and final determination of the suitability of the weather conditions at time of the display. In the event SELLER should determine that the weather conditions are such that an unsafe or hazardous condition may exist, SELLER shall have the exclusive right to postpone the starting time of the display and/or delay the display in its entirety until conditions have improved and are appropriate for the safety of all involved or until the inclement weather date as set forth herein above. If for any reason the display cannot be presented at all, 10% of contract is due to Skylighters of New York, LLC.

2. INSURANCE: SELLER agrees to provide a Certificate of Insurance showing SELLER and BUYER to be insured and covered for \$5,000,000 Each Accident; \$5,000,000 General Aggregate; \$5,000,000 products-comp/ops Agg. SELLER will obtain and keep in force Workers Compensation insurance, including employees liability to the full statutory limits. In the event greater liability insurance limits are required, the additional cost will be paid by BUYER. To the fullest extent permitted by law, the SELLER agrees to defend, indemnify and hold harmless the BUYER. The Town of Aurora and Village of East Aurora are additional insured on primary and noncontributing basis. Waiver of subrogation applies.

3. SECURITY/SAFETY: BUYER is responsible for procuring and managing the following: Adequate security personnel; barricades; ropes with flags, etc., to barricade all closed (dangerous) areas to spectators; traffic patrolmen; and as necessary: security guards for crowd control and clean-up personnel to remove litter left by spectators or any persons other than SELLER; trash receptacles as necessary for spectators; "No Parking" signs and directional signs. As necessary: sufficient space (as determined by shell size) for the proper and safe display of said pyrotechnic program. Such space to be clear and free of all persons except those employed by SELLER and clear of any and all equipment, vehicles, structures or items of any other kind not authorized or put in place by SELLER.

4. LICENSES OR PERMITS: BUYER shall be responsible for obtaining, for SELLERS benefit, any State, City or local licenses or permits required to execute the pyrotechnic display contemplated herein. SELLER shall provide BUYER with any necessary information, proof of insurance or other items required by the licensing/permitting authority for issuance of such licenses for permits.

5. COMPENSATION: Compensation shall be made to the SELLER hereunder as follows: \$16,000.00 due on or before the 3<sup>rd</sup> day of July, 2022. The total amount of this contract is \$16,000.00.

If for any reason other than is addressed hereinabove the BUYER wishes to cancel this Agreement, there will be a cancellation fee in the amount of fifty percent of the total contract price for the cancellation of a one-year contract to be paid to or retained by SELLER. Any applicable state or local taxes will be payable by the BUYER.

6. Should the setup of the display require a multi-day setup, it is up to the BUYER to provide overnight security for the display site.

THIS CONTRACT IS BINDING ONLY AFTER IT HAS BEEN SIGNED BY ALL PARTIES HERETO AND RETURNED TO THE SELLER WITH THE REQUIRED DEPOSIT AS SET FORTH HEREINABOVE.

Skylighters of New York LLC - "SELLER"

Town of Aurora - "BUYER"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Matthew Shaw Member

Supervisor

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Village of East Aurora - "BUYER"

BY: \_\_\_\_\_

Mayor

DATE: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2022

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

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

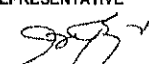
<b>PRODUCER</b> Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 216-658-7100      FAX (A/C, No): 216-658-7101 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Skylighters of New York LLC PO Box 1357 Orchard Park NY 14127	7847	<b>INSURER A :</b> Everest National Insurance Company <b>NAIC #</b> 10120
		<b>INSURER B :</b> Axis Surplus Insurance Company <b>26620</b>
		<b>INSURER C :</b>
		<b>INSURER D :</b>
		<b>INSURER E :</b>

**COVERAGES**      **CERTIFICATE NUMBER:** 1908899616      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			SI8GL00259-211	12/5/2021	12/5/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00022-211	12/5/2021	12/5/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			P-001-000056857-04	12/5/2021	12/5/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Display Date: 7/3/22  
Rain Date: 7/4/22  
Location: Hamlin Park  
Additional Insured: Town of Aurora and Village of East Aurora appears as additional Insured on primary and noncontributing basis. Waiver of subrogation applies.

<b>CERTIFICATE HOLDER</b>  Town of Aurora / Village of East Aurora 300 Glead Ave. East Aurora, NY 14052	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/30/2022

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

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

PRODUCER Britton Gallagher One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME:	
	PHONE (A/C No. Ext): 216-658-7100	FAX (A/C No): 216-658-7101
INSURED Skylighters of New York LLC PO Box 1357 Orchard Park NY 14127	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Everest National Insurance Company	
	INSURER B : Axis Surplus Insurance Company	
	INSURER C :	
	INSURER D :	
INSURER E :		
INSURER F :		

COVERAGES CERTIFICATE NUMBER: 1908899616 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SI8GL00259-211	12/5/2021	12/5/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			SI8CA00022-211	12/5/2021	12/5/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$			P-001-000056857-04	12/5/2021	12/5/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.  
Display Date: 7/3/22  
Rain Date: 7/4/22  
Location: Hamlin Park  
Additional Insured: Town of Aurora and Village of East Aurora appears as additional insured on primary and noncontributing basis. Waiver of subrogation applies.

**CERTIFICATE HOLDER****CANCELLATION**

Town of Aurora / Village of East Aurora 300 Glead Ave. East Aurora, NY 14052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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5G

SUPERVISOR  
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MARTHA L. LIBROCK  
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**TOWN OF AURORA**  
575 Oakwood Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

## MEMO

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TO: Town Board

FROM: Kathleen Moffat

RE: Use of Debt Reserve Funds

DATE: 04/11/22

I respectfully request approval to use Debt Reserve funds to make the \$40,000 principal and \$2,885 interest payment to Greene County Commercial Bank for the Glead Avenue Parking Lot bond. The payment is due 04/15/22.

5H

SUPERVISOR  
James J. Bach  
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[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



TOWN CLERK  
Martha L. Librocc  
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## TOWN OF AURORA

Aurora Municipal Center

575 Oakwood Avenue, East Aurora, NY 14052

[www.townofaurora.com](http://www.townofaurora.com)

April 1, 2022

To: Town Board  
Re: Request to hire seasonal help

Please approve hiring the following seasonal employees to work in the highway and parks departments:

Abbey Hall, residing at 870 Chestnut Hill Rd, East Aurora, NY at the hourly rate of \$15/ hour

Jonathon Misenheimer, residing at 96 Shearer Ave, East Aurora, NY at the hourly rate of \$15.50/ hour

John Evens residing at 65 Park Place, East Aurora, NY at the hourly rate of \$15/ hour

Charles Gerken residing at 1573 Boies Road, East Aurora, NY at the hourly rate of \$15/ hour

They will be starting on or after May 16, 2022.

Thank You,  
Elizabeth Deveso  
Highway Secretary



5I-1

SUPERVISOR  
James J. Bach  
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**TOWN OF AURORA**  
**Aurora Municipal Center**  
575 Oakwood Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)  
March 31, 2022

To: Town Board  
Re: Donation from Glory Days SL

Please accept this \$1,000 donation from the Glory Days SL Softball league. The donation will be used to help replenish diamond dirt at West Falls Park. It should be transferred into Account ~~A7110.44 Parks Landscaping and Supplies~~ *Deposited* *A2705.3 GDSL*

*Dratino* (M)

Thank you,  
Elizabeth Deveso  
Highway Secretary

SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



5I-2  
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**TOWN OF AURORA**  
575 Oakwood Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

**MEMO** \_\_\_\_\_

TO: Aurora Town Board  
FROM: Kathleen Moffat  
RE: Budget Amendment: Glory Days Softball League Donation  
DATE: 4/11/22

Upon approval of the \$1,000 donation from the Glory Days Softball League, I respectfully request approval to amend the budget to record the donation. The amendment is as follows:

- Increase revenue line A 2705.3 Donations GDSDL
- Increase appropriation line A 7110.444 Parks Landscaping & Supplies

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**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that a public hearing will be held by the Town Board of the Town of Aurora on the 11th day of April, 2022 at 7:00 p.m. at the Aurora Municipal Center, 575 Oakwood Avenue, East Aurora, New York, at which hearing parties and interested citizens shall have an opportunity to be heard on the adoption of a Local Law of the Town of Aurora for the year 2022, to amend Chapter 101 of the Codes of the Town of Aurora to increase the maximum annual income eligibility for Senior Citizens to receive a real property tax exemption.

All interested parties are entitled to be heard upon the said proposed Local Law at such public hearing. Copies of said proposed Local Law are available for review at the offices of the Town Clerk during normal business hours or on the Town website [www.townofaurora.com](http://www.townofaurora.com)

By Order of the Town Board of the Town of Aurora.

Dated: March 28, 2022

MARTHA LIBROCK, Town Clerk  
Town of Aurora

TOWN OF AURORA  
LOCAL LAW INTRO 2-2022  
LOCAL LAW NO. \_\_\_-2022

A LOCAL LAW, TO AMEND LOCAL LAW 1-1990 KNOWN AS THE CODES OF THE TOWN OF AURORA, ADOPTED BY THE TOWN BOARD OF THE TOWN OF AURORA ON JANUARY 22, 1990, BY AMENDING CHAPTER 101 ARTICLE 1 SECTIONS 101-2(B)(1) and 101-2 (B)(2) TO INCREASE THE MAXIMUM INCOME ELIGIBILITY FOR SENIOR CITIZENS TO RECEIVE A REAL PROPERTY TAX EXEMPTION.

BE IT ENACTED BY THE TOWN BOARD OF THE TOWN OF AURORA AS FOLLOWS:

SECTION 1. LEGISLATIVE INTENT

This Local Law amends a prior Local Law known as The Codes of the Town of Aurora, adopted by the Town of Aurora on January 22, 1990, as amended, relating to the administrative, legislative and general legislation of the Codes within the Town of Aurora as herein set forth. This legislation amends the maximum annual income for persons sixty-five (65) years of age or over.

SECTION 2. CHAPTER 101, ARTICLE I, SECTIONS 101-2(B)(1) and 101-2(B)(2)

CONDITIONS FOR EXEMPTION; GRANT OF EXEMPTION

Chapter 101-2 (B)(1) is amended by adopting as follows: The income of the owner or the combined income of the owners must not exceed \$37,399.99 for the income tax year prior to the date that the application is filed.

Chapter 101-2(B)(2) is amended by adopting as follows: In the event the property owner's income is less than \$37,400.00 the following percentage of the assessed valuation exemption from taxation shall apply:

<u>Maximum Annual Amount</u>	<u>Percentage</u>
\$0 - 29,000.00	50%
\$29,000.01 - \$29,999.99	45%
\$30,000.00 - \$30,999.99	40%
\$31,000.00 - \$31,999.99	35%
\$32,000.00 - \$32,899.99	30%
\$32,900.00 - \$33,799.99	25%
\$33,800.00 - \$34,699.99	20%
\$34,700.00 - \$35,599.99	15%
\$35,600.00 - \$36,499.99	10%
\$36,500.00 - \$37,399.99	5%

**SECTION 3. EFFECTIVE DATE**

This Local Law shall take effect immediately upon filing with the Secretary of State.