

Town of Aurora
Warrant Report

Unposted Batch Totals

Fund	Fund Description	Invoice Batch	Total
Unposted Batch Grand Totals		\$0.00	\$0.00

Posted Batch Totals

Fund	Fund Description	Invoice Batch		Total	
		Paid	Unpaid	Paid	Unpaid
A00	GENERAL FUND	\$29,558.17	\$0.00	\$29,558.17	\$0.00
DB0	HIGHWAY PART TOWN FUND	\$12,470.66	\$0.00	\$12,470.66	\$0.00
L30	CONSOLIDATED LIGHTING DIST.	\$51.89	\$0.00	\$51.89	\$0.00
L40	CONSOLIDATED LIGHTING DIST.	\$30.57	\$0.00	\$30.57	\$0.00
TA0	TRUST AND AGENCY	\$17,600.00	\$0.00	\$17,600.00	\$0.00
W60	SW6 - WATER DISTRICT 6	\$13,415.00	\$0.00	\$13,415.00	\$0.00
WK0	WATER DISTRICT 6 EXT 1	\$8,951.00	\$0.00	\$8,951.00	\$0.00
WO0	WATER DISTRICT 6 EXT 2	\$2,222.00	\$0.00	\$2,222.00	\$0.00
WP0	WATER IMPROVEMENT AREA #5	\$3,380.00	\$0.00	\$3,380.00	\$0.00
ZP0	PRIVATE WATER SYSTEM	\$617.23	\$0.00	\$617.23	\$0.00
Posted Batch Grand Totals		\$88,296.52	\$0.00	\$88,296.52	\$0.00

Report Grand Totals

Fund	Fund Description	Invoice Batch		Total	
		Paid	Unpaid	Paid	Unpaid
A00	GENERAL FUND	\$29,558.17	\$0.00	\$29,558.17	\$0.00
DB0	HIGHWAY PART TOWN FUND	\$12,470.66	\$0.00	\$12,470.66	\$0.00
L30	CONSOLIDATED LIGHTING DIST.	\$51.89	\$0.00	\$51.89	\$0.00
L40	CONSOLIDATED LIGHTING DIST.	\$30.57	\$0.00	\$30.57	\$0.00
TA0	TRUST AND AGENCY	\$17,600.00	\$0.00	\$17,600.00	\$0.00
W60	SW6 - WATER DISTRICT 6	\$13,415.00	\$0.00	\$13,415.00	\$0.00
WK0	WATER DISTRICT 6 EXT 1	\$8,951.00	\$0.00	\$8,951.00	\$0.00
WO0	WATER DISTRICT 6 EXT 2	\$2,222.00	\$0.00	\$2,222.00	\$0.00
WP0	WATER IMPROVEMENT AREA #5	\$3,380.00	\$0.00	\$3,380.00	\$0.00
ZP0	PRIVATE WATER SYSTEM	\$617.23	\$0.00	\$617.23	\$0.00
Grand Totals		\$88,296.52	\$0.00	\$88,296.52	\$0.00

3 B

5A

WHEREAS, Section 2019-a of the Uniform Justice Court Act requires every justice of a village or town to submit his records and docket to the auditing board of said village or town; and

WHEREAS, Section 2019-a of the Uniform Justice Court Act requires that Justice Court records shall be examined and audited by said auditing board or a certified public accountant.

NOW, THEREFORE BE IT RESOLVED that the audit and examination of the records of the Aurora Town Justices for the year ended December 31, 2023 was performed by the auditing firm of Drescher & Malecki LLP; and

BE IT FURTHER RESOLVED that the findings of said audit and examination were presented to the Town Board of the Town of Aurora.

5B-1

A RESOLUTION DECLARING LEAD AGENCY AND ADOPTING
A NEGATIVE DECLARATION

WHEREAS, the Town Board of the Town of Aurora is considering approving a Site Plan and Special Use Permit for the VB BTS II, LLC and Verizon Wireless, as agents for Murray Bros. Nurseries, Inc., to erect a Telecommunication Tower at 4399 Transit Road; and

WHEREAS, the Town Board of the Town of Aurora is duly qualified to act as lead agency and has requested lead agency status with respect to compliance with SEQRA which requires environmental review of certain actions undertaken by local government; and

WHEREAS, the proposed action appears to be an Unlisted action pursuant to the Rules and Regulations of the State Environmental Quality Review Act; and

WHEREAS, the Town Board forwarded Part I of the Full Environmental Assessment Form along with copies of the proposed site plan and special use permit to Potentially Involved and/or Interested Agencies; and

WHEREAS, the Town Board has reviewed Part II of the Short Environmental Assessment Form.

NOW, THEREFORE, BE IT,

RESOLVED that the Town Board of the Town of Aurora declares itself lead agency with regard to SEQR for this action to erect a Telecommunication Tower at 4399 Transit Road; and further

RESOLVED that after considering the action proposed herein, reviewing the criteria contained in Section 617.11 of the Rules and Regulations of the State Environmental Quality Review Act, determines that the action is an Unlisted action; and further

RESOLVED that the Town Board of the Town of Aurora has determined that the proposed Unlisted action will result in no significant adverse impacts on the environment, and therefore, an environmental impact statement need not be prepared; and further

RESOLVED that a negative declaration is issued with regard to this action.

DULY ADOPTED, this ____ day of _____, 20__.

Full Environmental Assessment Form
Part 2 - Identification of Potential Project Impacts

	Agency Use Only [If applicable]
Project:	Telecom Tower 4398 Transit Rd
Date:	

Part 2 is to be completed by the lead agency. Part 2 is designed to help the lead agency inventory all potential resources that could be affected by a proposed project or action. We recognize that the lead agency's reviewer(s) will not necessarily be environmental professionals. So, the questions are designed to walk a reviewer through the assessment process by providing a series of questions that can be answered using the information found in Part 1. To further assist the lead agency in completing Part 2, the form identifies the most relevant questions in Part 1 that will provide the information needed to answer the Part 2 question. When Part 2 is completed, the lead agency will have identified the relevant environmental areas that may be impacted by the proposed activity.

If the lead agency is a state agency and the action is in any Coastal Area, complete the Coastal Assessment Form before proceeding with this assessment.

Tips for completing Part 2:

- Review all of the information provided in Part 1.
- Review any application, maps, supporting materials and the Full EAF Workbook.
- Answer each of the 18 questions in Part 2.
- If you answer “Yes” to a numbered question, please complete all the questions that follow in that section.
- If you answer “No” to a numbered question, move on to the next numbered question.
- Check appropriate column to indicate the anticipated size of the impact.
- Proposed projects that would exceed a numeric threshold contained in a question should result in the reviewing agency checking the box “Moderate to large impact may occur.”
- The reviewer is not expected to be an expert in environmental analysis.
- If you are not sure or undecided about the size of an impact, it may help to review the sub-questions for the general question and consult the workbook.
- When answering a question consider all components of the proposed activity, that is, the “whole action”.
- Consider the possibility for long-term and cumulative impacts as well as direct impacts.
- Answer the question in a reasonable manner considering the scale and context of the project.

1. Impact on Land Proposed action may involve construction on, or physical alteration of, the land surface of the proposed site. (See Part 1. D.1) <i>If “Yes”, answer questions a - j. If “No”, move on to Section 2.</i>				<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur		
a. The proposed action may involve construction on land where depth to water table is less than 3 feet.	E2d	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
b. The proposed action may involve construction on slopes of 15% or greater.	E2f	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
c. The proposed action may involve construction on land where bedrock is exposed, or generally within 5 feet of existing ground surface.	E2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
d. The proposed action may involve the excavation and removal of more than 1,000 tons of natural material.	D2a	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
e. The proposed action may involve construction that continues for more than one year or in multiple phases.	D1e	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
f. The proposed action may result in increased erosion, whether from physical disturbance or vegetation removal (including from treatment by herbicides).	D2e, D2q	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
g. The proposed action is, or may be, located within a Coastal Erosion hazard area.	B1i	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
h. Other impacts: _____ _____		<input checked="" type="checkbox"/>	<input type="checkbox"/>		

2. Impact on Geological Features

The proposed action may result in the modification or destruction of, or inhibit access to, any unique or unusual land forms on the site (e.g., cliffs, dunes, minerals, fossils, caves). (See Part 1. E.2.g)

NO

YES

If "Yes", answer questions a - c. If "No", move on to Section 3.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Identify the specific land form(s) attached: _____ _____	E2g	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may affect or is adjacent to a geological feature listed as a registered National Natural Landmark. Specific feature: _____	E3c	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

3. Impacts on Surface Water

The proposed action may affect one or more wetlands or other surface water bodies (e.g., streams, rivers, ponds or lakes). (See Part 1. D.2, E.2.h)

NO

YES

If "Yes", answer questions a - l. If "No", move on to Section 4.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may create a new water body.	D2b, D1h	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in an increase or decrease of over 10% or more than a 10 acre increase or decrease in the surface area of any body of water.	D2b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may involve dredging more than 100 cubic yards of material from a wetland or water body.	D2a	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve construction within or adjoining a freshwater or tidal wetland, or in the bed or banks of any other water body.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may create turbidity in a waterbody, either from upland erosion, runoff or by disturbing bottom sediments.	D2a, D2h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may include construction of one or more intake(s) for withdrawal of water from surface water.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may include construction of one or more outfall(s) for discharge of wastewater to surface water(s).	D2d	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may cause soil erosion, or otherwise create a source of stormwater discharge that may lead to siltation or other degradation of receiving water bodies.	D2e	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may affect the water quality of any water bodies within or downstream of the site of the proposed action.	E2h	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may involve the application of pesticides or herbicides in or around any water body.	D2q, E2h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may require the construction of new, or expansion of existing, wastewater treatment facilities.	D1a, D2d	<input type="checkbox"/>	<input type="checkbox"/>

I. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
----------------------------------	--	--------------------------	--------------------------

4. Impact on groundwater The proposed action may result in new or additional use of ground water, or may have the potential to introduce contaminants to ground water or an aquifer. (See Part 1. D.2.a, D.2.c, D.2.d, D.2.p, D.2.q, D.2.t) <i>If "Yes", answer questions a - h. If "No", move on to Section 5.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may require new water supply wells, or create additional demand on supplies from existing water supply wells.	D2c	<input type="checkbox"/>	<input type="checkbox"/>
b. Water supply demand from the proposed action may exceed safe and sustainable withdrawal capacity rate of the local supply or aquifer. Cite Source: _____	D2c	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may allow or result in residential uses in areas without water and sewer services.	D1a, D2c	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may include or require wastewater discharged to groundwater.	D2d, E2l	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the construction of water supply wells in locations where groundwater is, or is suspected to be, contaminated.	D2c, E1f, E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may require the bulk storage of petroleum or chemical products over ground water or an aquifer.	D2p, E2l	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may involve the commercial application of pesticides within 100 feet of potable drinking water or irrigation sources.	E2h, D2q, E2l, D2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

5. Impact on Flooding The proposed action may result in development on lands subject to flooding. (See Part 1. E.2) <i>If "Yes", answer questions a - g. If "No", move on to Section 6.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in development in a designated floodway.	E2i	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in development within a 100 year floodplain.	E2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in development within a 500 year floodplain.	E2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in, or require, modification of existing drainage patterns.	D2b, D2e	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may change flood water flows that contribute to flooding.	D2b, E2i, E2j, E2k	<input type="checkbox"/>	<input type="checkbox"/>
f. If there is a dam located on the site of the proposed action, is the dam in need of repair, or upgrade?	E1e	<input type="checkbox"/>	<input type="checkbox"/>

g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
----------------------------------	--	--------------------------	--------------------------

6. Impacts on Air The proposed action may include a state regulated air emission source. (See Part 1. D.2.f., D.2.h, D.2.g) <i>If "Yes", answer questions a - f. If "No", move on to Section 7.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. If the proposed action requires federal or state air emission permits, the action may also emit one or more greenhouse gases at or above the following levels: i. More than 1000 tons/year of carbon dioxide (CO ₂) ii. More than 3.5 tons/year of nitrous oxide (N ₂ O) iii. More than 1000 tons/year of carbon equivalent of perfluorocarbons (PFCs) iv. More than .045 tons/year of sulfur hexafluoride (SF ₆) v. More than 1000 tons/year of carbon dioxide equivalent of hydrochloroflourocarbons (HFCs) emissions vi. 43 tons/year or more of methane	D2g D2g D2g D2g D2g D2h	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
b. The proposed action may generate 10 tons/year or more of any one designated hazardous air pollutant, or 25 tons/year or more of any combination of such hazardous air pollutants.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may require a state air registration, or may produce an emissions rate of total contaminants that may exceed 5 lbs. per hour, or may include a heat source capable of producing more than 10 million BTU's per hour.	D2f, D2g	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may reach 50% of any of the thresholds in "a" through "c", above.	D2g	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in the combustion or thermal treatment of more than 1 ton of refuse per hour.	D2s	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

7. Impact on Plants and Animals The proposed action may result in a loss of flora or fauna. (See Part 1. E.2. m.-q.) <i>If "Yes", answer questions a - j. If "No", move on to Section 8.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may cause reduction in population or loss of individuals of any threatened or endangered species, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction or degradation of any habitat used by any rare, threatened or endangered species, as listed by New York State or the federal government.	E2o	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may cause reduction in population, or loss of individuals, of any species of special concern or conservation need, as listed by New York State or the Federal government, that use the site, or are found on, over, or near the site.	E2p	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in a reduction or degradation of any habitat used by any species of special concern and conservation need, as listed by New York State or the Federal government.	E2p	<input type="checkbox"/>	<input type="checkbox"/>

e. The proposed action may diminish the capacity of a registered National Natural Landmark to support the biological community it was established to protect.	E3c	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result in the removal of, or ground disturbance in, any portion of a designated significant natural community. Source: _____	E2n	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may substantially interfere with nesting/breeding, foraging, or over-wintering habitat for the predominant species that occupy or use the project site.	E2m	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action requires the conversion of more than 10 acres of forest, grassland or any other regionally or locally important habitat. Habitat type & information source: _____	E1b	<input type="checkbox"/>	<input type="checkbox"/>
i. Proposed action (commercial, industrial or recreational projects, only) involves use of herbicides or pesticides.	D2q	<input type="checkbox"/>	<input type="checkbox"/>
j. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

8. Impact on Agricultural Resources		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
The proposed action may impact agricultural resources. (See Part 1. E.3.a. and b.) <i>If "Yes", answer questions a - h. If "No", move on to Section 9.</i>			
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may impact soil classified within soil group 1 through 4 of the NYS Land Classification System.	E2c, E3b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may sever, cross or otherwise limit access to agricultural land (includes cropland, hayfields, pasture, vineyard, orchard, etc).	E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in the excavation or compaction of the soil profile of active agricultural land.	E3b	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may irreversibly convert agricultural land to non-agricultural uses, either more than 2.5 acres if located in an Agricultural District, or more than 10 acres if not within an Agricultural District.	E1b, E3a	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may disrupt or prevent installation of an agricultural land management system.	E1 a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action may result, directly or indirectly, in increased development potential or pressure on farmland.	C2c, C3, D2c, D2d	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed project is not consistent with the adopted municipal Farmland Protection Plan.	C2c	<input type="checkbox"/>	<input type="checkbox"/>
h. Other impacts: _____		<input type="checkbox"/>	<input type="checkbox"/>

9. Impact on Aesthetic Resources The land use of the proposed action are obviously different from, or are in sharp contrast to, current land use patterns between the proposed project and a scenic or aesthetic resource. (Part 1. E.1.a, E.1.b, E.3.h.) <i>If "Yes", answer questions a - g. If "No", go to Section 10.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Proposed action may be visible from any officially designated federal, state, or local scenic or aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the obstruction, elimination or significant screening of one or more officially designated scenic views.	E3h, C2b	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may be visible from publicly accessible vantage points: i. Seasonally (e.g., screened by summer foliage, but visible during other seasons) ii. Year round	E3h	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
d. The situation or activity in which viewers are engaged while viewing the proposed action is: i. Routine travel by residents, including travel to and from work ii. Recreational or tourism based activities	E3h E2q, E1c	<input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/>
e. The proposed action may cause a diminishment of the public enjoyment and appreciation of the designated aesthetic resource.	E3h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. There are similar projects visible within the following distance of the proposed project: 0-1/2 mile 1/2 -3 mile 3-5 mile 5+ mile	D1a, E1a, D1f, D1g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

10. Impact on Historic and Archeological Resources The proposed action may occur in or adjacent to a historic or archaeological resource. (Part 1. E.3.e, f. and g.) <i>If "Yes", answer questions a - e. If "No", go to Section 11.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may occur wholly or partially within, or substantially contiguous to, any buildings, archaeological site or district which is listed on the National or State Register of Historical 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.	E3e	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may occur wholly or partially within, or substantially contiguous to, an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory.	E3f	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may occur wholly or partially within, or substantially contiguous to, an archaeological site not included on the NY SHPO inventory. Source: _____	E3g	<input type="checkbox"/>	<input type="checkbox"/>

d. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>
e. If any of the above (a-d) are answered "Moderate to large impact may occur", continue with the following questions to help support conclusions in Part 3:			
i. The proposed action may result in the destruction or alteration of all or part of the site or property.	E3e, E3g, E3f	<input type="checkbox"/>	<input type="checkbox"/>
ii. The proposed action may result in the alteration of the property's setting or integrity.	E3e, E3f, E3g, E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
iii. The proposed action may result in the introduction of visual elements which are out of character with the site or property, or may alter its setting.	E3e, E3f, E3g, E3h, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>

11. Impact on Open Space and Recreation			
The proposed action may result in a loss of recreational opportunities or a reduction of an open space resource as designated in any adopted municipal open space plan. (See Part 1. C.2.c, E.1.c., E.2.q.) <i>If "Yes", answer questions a - e. If "No", go to Section 12.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in an impairment of natural functions, or "ecosystem services", provided by an undeveloped area, including but not limited to stormwater storage, nutrient cycling, wildlife habitat.	D2e, E1b, E2h, E2m, E2o, E2n, E2p	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the loss of a current or future recreational resource.	C2a, E1c, C2c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may eliminate open space or recreational resource in an area with few such resources.	C2a, C2c, E1c, E2q	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may result in loss of an area now used informally by the community as an open space resource.	C2c, E1c	<input type="checkbox"/>	<input type="checkbox"/>
e. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

12. Impact on Critical Environmental Areas			
The proposed action may be located within or adjacent to a critical environmental area (CEA). (See Part 1. E.3.d) <i>If "Yes", answer questions a - c. If "No", go to Section 13.</i>		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may result in a reduction in the quantity of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in a reduction in the quality of the resource or characteristic which was the basis for designation of the CEA.	E3d	<input type="checkbox"/>	<input type="checkbox"/>
c. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

13. Impact on Transportation
 The proposed action may result in a change to existing transportation systems. NO YES
 (See Part 1. D.2.j)
 If "Yes", answer questions a - f. If "No", go to Section 14.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. Projected traffic increase may exceed capacity of existing road network.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in the construction of paved parking area for 500 or more vehicles.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action will degrade existing transit access.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action will degrade existing pedestrian or bicycle accommodations.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may alter the present pattern of movement of people or goods.	D2j	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

14. Impact on Energy
 The proposed action may cause an increase in the use of any form of energy. NO YES
 (See Part 1. D.2.k)
 If "Yes", answer questions a - e. If "No", go to Section 15.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action will require a new, or an upgrade to an existing, substation.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will require the creation or extension of an energy transmission or supply system to serve more than 50 single or two-family residences or to serve a commercial or industrial use.	D1f, D1q, D2k	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may utilize more than 2,500 MWhrs per year of electricity.	D2k	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may involve heating and/or cooling of more than 100,000 square feet of building area when completed.	D1g	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

15. Impact on Noise, Odor, and Light
 The proposed action may result in an increase in noise, odors, or outdoor lighting. NO YES
 (See Part 1. D.2.m, n., and o.)
 If "Yes", answer questions a - f. If "No", go to Section 16.

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may produce sound above noise levels established by local regulation.	D2m	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may result in blasting within 1,500 feet of any residence, hospital, school, licensed day care center, or nursing home.	D2m, E1d	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may result in routine odors for more than one hour per day.	D2o	<input type="checkbox"/>	<input type="checkbox"/>

d. The proposed action may result in light shining onto adjoining properties.	D2n	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may result in lighting creating sky-glow brighter than existing area conditions.	D2n, E1a	<input type="checkbox"/>	<input type="checkbox"/>
f. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

16. Impact on Human Health

The proposed action may have an impact on human health from exposure to new or existing sources of contaminants. (See Part 1.D.2.q., E.1. d. f. g. and h.)
If "Yes", answer questions a - m. If "No", go to Section 17.

NO YES

	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action is located within 1500 feet of a school, hospital, licensed day care center, group home, nursing home or retirement community.	E1d	<input type="checkbox"/>	<input type="checkbox"/>
b. The site of the proposed action is currently undergoing remediation.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
c. There is a completed emergency spill remediation, or a completed environmental site remediation on, or adjacent to, the site of the proposed action.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
d. The site of the action is subject to an institutional control limiting the use of the property (e.g., easement or deed restriction).	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may affect institutional control measures that were put in place to ensure that the site remains protective of the environment and human health.	E1g, E1h	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action has adequate control measures in place to ensure that future generation, treatment and/or disposal of hazardous wastes will be protective of the environment and human health.	D2t	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action involves construction or modification of a solid waste management facility.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
h. The proposed action may result in the unearthing of solid or hazardous waste.	D2q, E1f	<input type="checkbox"/>	<input type="checkbox"/>
i. The proposed action may result in an increase in the rate of disposal, or processing, of solid waste.	D2r, D2s	<input type="checkbox"/>	<input type="checkbox"/>
j. The proposed action may result in excavation or other disturbance within 2000 feet of a site used for the disposal of solid or hazardous waste.	E1f, E1g E1h	<input type="checkbox"/>	<input type="checkbox"/>
k. The proposed action may result in the migration of explosive gases from a landfill site to adjacent off site structures.	E1f, E1g	<input type="checkbox"/>	<input type="checkbox"/>
l. The proposed action may result in the release of contaminated leachate from the project site.	D2s, E1f, D2r	<input type="checkbox"/>	<input type="checkbox"/>
m. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

17. Consistency with Community Plans The proposed action is not consistent with adopted land use plans. (See Part 1. C.1, C.2. and C.3.) <i>If "Yes", answer questions a - h. If "No", go to Section 18.</i>			
		<input checked="" type="checkbox"/> NO	<input type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action's land use components may be different from, or in sharp contrast to, current surrounding land use pattern(s).	C2, C3, D1a E1a, E1b	<input type="checkbox"/>	<input type="checkbox"/>
b. The proposed action will cause the permanent population of the city, town or village in which the project is located to grow by more than 5%.	C2	<input type="checkbox"/>	<input type="checkbox"/>
c. The proposed action is inconsistent with local land use plans or zoning regulations.	C2, C2, C3	<input type="checkbox"/>	<input type="checkbox"/>
d. The proposed action is inconsistent with any County plans, or other regional land use plans.	C2, C2	<input type="checkbox"/>	<input type="checkbox"/>
e. The proposed action may cause a change in the density of development that is not supported by existing infrastructure or is distant from existing infrastructure.	C3, D1c, D1d, D1f, D1d, E1b	<input type="checkbox"/>	<input type="checkbox"/>
f. The proposed action is located in an area characterized by low density development that will require new or expanded public infrastructure.	C4, D2e, D2d D2j	<input type="checkbox"/>	<input type="checkbox"/>
g. The proposed action may induce secondary development impacts (e.g., residential or commercial development not included in the proposed action)	C2a	<input type="checkbox"/>	<input type="checkbox"/>
h. Other: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

18. Consistency with Community Character The proposed project is inconsistent with the existing community character. (See Part 1. C.2, C.3, D.2, E.3) <i>If "Yes", answer questions a - g. If "No", proceed to Part 3.</i>			
		<input type="checkbox"/> NO	<input checked="" type="checkbox"/> YES
	Relevant Part I Question(s)	No, or small impact may occur	Moderate to large impact may occur
a. The proposed action may replace or eliminate existing facilities, structures, or areas of historic importance to the community.	E3e, E3f, E3g	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. The proposed action may create a demand for additional community services (e.g. schools, police and fire)	C4	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. The proposed action may displace affordable or low-income housing in an area where there is a shortage of such housing.	C2, C3, D1f D1g, E1a	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. The proposed action may interfere with the use or enjoyment of officially recognized or designated public resources.	C2, E3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. The proposed action is inconsistent with the predominant architectural scale and character.	C2, C3	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Proposed action is inconsistent with the character of the existing natural landscape.	C2, C3 E1a, E1b E2g, E2h	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other impacts: _____ _____		<input type="checkbox"/>	<input type="checkbox"/>

PRINT FULL FORM

5B-2

**Town of Aurora Town Board Resolution Approving the Telecommunications Town Board
Site Plan and Special Use Permit for 4399 Transit Road**

WHEREAS, Murray Bros. Nurseries, Inc., represented by VB BTS II, LLC and Verizon Wireless (the “Applicant”) has submitted an application for a Special Use Permit and Site Plan to construct a 135-foot monopole (“Cell Tower”) on a portion of property owned by Murray Bros. located at 4399 Transit Road; and

WHEREAS, the Town board has reviewed the Special Use Permit application and finds that it complies with the requirements of Section 116-44 of the Town Code; and

WHEREAS, the Town Board has reviewed the Site Plan and finds that it complies with all relevant local zoning requirements and standards for the construction of a cell tower in the Town of Aurora including, without limitation, Section 116-77 through 116-79 of the Town Code; and

WHEREAS, the Town Board finds that the Applicant has demonstrated that there is a gap in cellular service coverage, and no other feasible alternative location available for the Cell Tower placement, and that the proposed Cell Tower is expected to improve cellular service coverage within the area, thereby benefiting residents and businesses; and

WHEREAS, a public hearing was held on May 13, 2024 allowing for public input and consideration of any concerns related to the placement of the Cell Tower; and

WHEREAS, the Town Board has considered all public comments and concerns related to the proposed Cell Tower.

NOW, THEREFORE, BE IT

RESOLVED, that the site plan and special use permit applications submitted by VB BTS II, LLC and Verizon Wireless on behalf of Murray Bros. Nurseries, Inc. for the placement of a cell tower on property located at 4399 Transit Road (SBL#174.00-1-1.1); are hereby approved; and be it further

RESOLVED, that the Applicant is hereby granted a waiver from the requirement to add landscaping in accordance with Section 116-79(I) of the Town Code;

RESOLVED, that the placement of the cell tower is consistent with the zoning regulations of the Town of Aurora and is deemed to be in the public interest, and be it further

RESOLVED, that upon receipt by the Town Clerk of evidence of a demolition bond demonstrating compliance with Section 116-79(E) of the Town Code, Murray Bros. Nurseries, Inc. or their representatives are authorized to proceed with the construction and installation of the cell tower in accordance with the approved site plan and any conditions specified by the Town Board; and be it further

RESOLVED, that all necessary permits and approvals required by federal, state, and local agencies must be obtained before commencing construction of the cell tower.

Duly adopted this ____ day of July, 2024.

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



50

towncle

TOWN OF AURORA

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

TOWN COUNCIL MEMBERS

June 27, 2024

Luke Wochensky
lwochensky@townofaurora.com

James F. Granville
jgranville@townofaurora.com

Joseph M. McCann
jmccann@townofaurora.com

Raymond M. Wrazen
rwrazen@townofaurora.com

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

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

ASSESSOR
Stephen R. Pigeon
assessor@townofaurora.com
(716) 652-0011

DIR. OF RECREATION
Christopher Musshafen
(716) 652-8866
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

FAX: (716) 652-3507

To: Town Board Members

I respectfully request the Town Board rescind Town Board action from 11/27/23 of the purchase of a 2024 Freightliner/Bucher Street sweeper purchased from Cyncon Incorporated for \$278,900. #373 (1)

I respectfully request the Town Board approve of the purchase of a 2024 Freightliner/Bucher Street sweeper. It will be purchased through Cyncon Incorporated. The price is off the Sourcewell Bid #093021-BUC. Is \$268,900. (2)

This will be purchased out of DB5130.217 in the 2025 Town Budget.

The reason for these changes is the truck manufacturer changed the cab configuration from a right-hand steer to a left-hand steer. The new Sweeper will be operated from the left-hand side and utilize camera controls on the right.

This purchase should be contingent on funding and approval of the 2025 Town Budget.

Sincerely,

David M. Gunner
Superintendent of Highways

Councilman Wochensky moved to table the request from the Friends of Knox Park for a Temporary Use Permit to use the Town managed portion of Knox Park for parking for their 2024 Eclipse event. Councilman Granville seconded the motion. Upon a vote being taken: ayes – five noes - none
Motion carried.

Action #371
Friends of
Knox TUP
request tabled

Councilman Granville moved to approve the purchase of a leaf vacuum (X-Treme Vac by ODB Model DCL800SM14HL) from Stephenson Equipment, 6018 Drott Drive, Syracuse, NY, off of Sourcewell Contract #031121-ODB in the amount of \$125,590.82 to be paid from the 2024 Town Budget. Councilman Snyder seconded the motion. Upon a vote being taken: ayes – five noes – none
Motion carried.

Action #372
Purch of
ODB leaf vac
aprvd

Councilman Wochensky moved to approve the purchase of a Johnston/Bucher V65t Vacuum Street Sweeper from Cyncon Equipment, Inc. 7494 West Henrietta Road, Rush, NY, off of Sourcewell Contact #093021-BUC in the amount of \$278,900.00. Purchase is contingent upon the purchase being included in and adoption of the 2025 Town Budget. Councilman Snyder seconded the motion. Upon a vote being taken: ayes – five noes – none
Motion carried.

Action #373
Purch of
street
sweeper from
2025 budget
aprvd with
contingency

Councilman Granville moved to approve Councilman McCann's attendance at the Association of Towns of NY's 2024 Training School Conference in New York City from February 17 to February 21, 2024 at a cost not to exceed \$2,000.00. Funds will be disbursed from budget line A1010.404 Legislative Board expense and travel. Councilman Snyder

Action #374
J. McCann to
attend 2024
AOT meeting
in NYC

seconded the motion. Upon a vote being taken: ayes – four noes – none
abstain – one (McCann) Motion carried.

The following are the NYS OSG Minibid results for a 2024 Ford F250 XL pickup truck for the highway department:

Ed Schulz Ford	\$49,974.98
Van Bortel Ford	\$48,510.12
Delacy Ford	\$48,735.12
Nye Automotive-Oneida	\$50,523.79
C. Basil Ford	\$48,654.72
Genesee Valley Ford-Avon	\$48,800.00

Councilman Snyder moved to purchase of a 2024 Ford F250 XL pickup truck from Van Bortel Ford, Inc., Rochester, NY, in the amount of \$48,510.12. (Funds will be disbursed from 2024 budget line DB5130.217) Councilman McCann seconded the motion. Upon a vote being taken: ayes – five noes – none
Motion carried.

Action #375
Purch of
2024 Ford
F250 aprvd

Councilman Granville moved to approve the purchase of an exterior sign for the Aurora Municipal Center from Visual Impact Signs, Main Street, East Aurora, NY, in the amount of \$2,900.00 (includes design, production and installation). Councilman Snyder seconded the motion. Upon a vote being taken: ayes – five noes – none
Motion carried.

Action #376
Purch of
exterior sign
for AMC
aprvd

Councilman McCann moved to authorize Justice Court action for John Kaufman, 655 Knox Road, E. Aurora, for a junk vehicle (Town Code 108-6). Councilman Snyder seconded the motion. Upon a vote being taken: ayes – four noes – none abstain – one (Granville) Motion carried.

Action #377
Justice Court
action auth
for 655 Knox
– junk car

CYNCON

Premier Municipal and Truck Equipment Since 1978

September 8, 2023

Dave Gunner
Superintendent of Highways
Town of Aurora
251 Quaker Road
East Aurora, NY 14052

Sourcewell Member #115246
Sourcewell Contract #093021-BUC

Cyncon Equipment, Inc. is pleased to provide you with our quote for the following equipment:

Description

Quote

Johnston/Bucher V65t Vacuum Street Sweeper with:
74 HP JCB ECOMAX Auxiliary Engine Final Tier 4
Single RH Gutter Broom
In Cab Gutter Broom Down Pressure
Pneumatic Intake Flap
8.5 Cu. Yd. Stainless Steel Debris Body with Lifetime Warranty
415 Gal. Stainless Steel Water Tank with Lifetime Warranty
2 Year Sweeper Warranty
One Year Auxiliary Engine Warranty
2024 Freightliner M2 chassis: 33,000 GVW, Cummins ISB 6.7
200 HP Engine, Two-Speed Rear Axle, Allison 2500RDS
Transmission, Dual Steer
Sweeper Body & Cab Painted White

Total Delivered Price \$ 278,900.00

OPTIONS:

125 HP LCB Auxiliary Engine in Lieu of 74 HP	\$ 11,900.00
In-Cab Gutter Broom Tilt	\$ 1,980.00
Rear Back-Up Camera	\$ 1,600.00
Sweeper Body Painted Red	\$ 7,000.00

Thank you for the opportunity to provide for your equipment needs, please contact me if you have any questions.

Best regards,

Bill Gallagher

Sales Representative

CYNCON

Premier Municipal and Truck Equipment Since 1978

June 27, 2024

Dave Gunner
Superintendent of Highways
Town of Aurora
251 Quaker Road
East Aurora, NY 14052

Sourcewell Member #115246
Sourcewell Contract #093021-BUC

Cyncon Equipment, Inc. is pleased to provide you with our quote for the following equipment:

Description

Quote

LH Drive Johnston/Bucher V65t Vacuum Street Sweeper with:
74 HP JCB ECOMAX Auxiliary Engine Final Tier 4
Single RH Gutter Broom
In Cab Gutter Broom Down Pressure
Pneumatic Intake Flap
8.5 Cu. Yd. Stainless Steel Debris Body with Lifetime Warranty
415 Gal. Stainless Steel Water Tank with Lifetime Warranty
2 Year Sweeper Warranty
One Year Auxiliary Engine Warranty
2024 Freightliner M2 chassis: 33,000 GVW, Cummins ISB 6.7
200 HP Engine, Two-Speed Rear Axle, Allison 2500RDS
Transmission, Dual Steer
Sweeper Body & Cab Painted White
Delivery to be January 2025

Total Delivered Price \$ 268,900.00

OPTIONS:

125 HP LCB Auxiliary Engine in Lieu of 74 HP	\$ 11,900.00
In-Cab Gutter Broom Tilt	\$ 1,980.00
Rear Back-Up Camera	\$ 1,600.00

Thank you for the opportunity to provide for your equipment needs, please contact me if you have any questions.

Best regards,

Bill Gallagher

Sales Representative

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



5D

townc.

TOWN OF AURORA

Aurora Municipal Center

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurora.com

TO: Town Board

FROM: Supervisor

DATE: July 3, 2024

Board members,

Councilman McCann and Supervisor Snyder have concluded the Comprehensive Plan interviews with the following, along with costs:

CPL, estimated cost \$59,960.00

LaBella, estimated cost \$49,960.00

Wendell, estimated cost 49,920.00

After completion and reviewing, it is our recommendation to award LaBella to perform this work for the Town.

Please allow the Supervisor to authorize LaBella to update our Comprehensive Plan.

Funds will come from the grant from the grant from Erie County Dept. of Environmental and Planning of \$54,000.00 with a \$6,000.00 match by the Town.

Thank you,
Supervisor Snyder

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



TOWN CLERK
Martha L. L
(716) 652
townclerk@townofaurora.com

GA

TOWN OF AURORA

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

7/2/24

To: Town Board

Re: Request to Approve David Gunner to Transport Truck #322 from the ODB Company (Old Dominion Brush Company) in Richmond, VA.

Please approve having David Gunner transport Truck #322 from the ODB Company in Richmond, VA to the highway department. The leaf sucker has been installed and is ready to be picked up. Dave will fly to Richmond, VA and drive the heavy-duty truck back. A one-way flight has been booked through United Airlines for \$241.88. A hotel room has been reserved at Courtyard Manassas Battlefield Park, Manassas, VA for \$80.94. He has determined that this is the most economical way to get the truck back to East Aurora.

Elizabeth Deveso
Highway Secretary

SR 8189.401

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



M

CB

townclerk@to

TOWN OF AURORA

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

TOWN COUNCIL MEMBERS

Luke Wochensky
lwochensky@townofaurora.com

James F. Granville
jgranville@townofaurora.com

Joseph M. McCann
jmccann@townofaurora.com

Raymond M. Wrazen
rwrazen@townofaurora.com

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

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

ASSESSOR
Stephen R. Pigeon
assessor@townofaurora.com
(716) 652-0011

DIR. OF RECREATION
Christopher Musshafen
(716) 652-8866
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

FAX: (716) 652-3507

July 2, 2024

To: Town Board Members I respectfully request the Town Board approve the purchase of a new Roadside mower. This will be paid for out of line DB5130.217 from the 2025 Budget.

The mower, a Case Farmall 90C Hi/Lo Tractor with Alamo Mower Brand rear and side flails will be purchased from Monroe Tractor Inc. The price is from the Sourcewell Contract #110719-CNH, #AI070821-AGI is \$134,265.97.

This purchase should be approved contingent on funding and passing of the 2025 Highway budget.

Sincerely,

David M. Gunner
Superintendent of Highways

60

Authorize the Town of Aurora to Join Erie County Energy Aggregation

Kindly adopt the following resolution with respect to the above matter:

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance of those functions or activities in which they could engage individually; and

WHEREAS, Section 119-N of the General Municipal Law defines the term "Municipal Corporation" to mean a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, fire district or a school district; and

WHEREAS, it has been determined that the Town of Aurora can save money by the joint purchasing of energy; and

WHEREAS, the Town of Aurora has determined that it may purchase energy through the use of a marketing firm, individually or through an energy cooperative;

NOW THEREFORE BE IT RESOLVED that the Town of Aurora participate in the Erie County Energy Aggregation by authorizing the Supervisor execute the attached Electric and Natural Gas Co-Operative Purchasing Agreements for said Aggregation indicating the Town of Aurora will agree to be bound thereby.

ELECTRIC CO-OPERATIVE PURCHASING AGREEMENT

Pursuant to Article 5-G of the General Municipal Law

This **ELECTRIC CO-OPERATIVE PURCHASING AGREEMENT** ("AGREEMENT") made this _____ day of _____ 20____ by and between the County of Erie, a municipal corporation of the State of New York, having its place of business at 95 Franklin Street in the City of Buffalo, New York 14202 (hereinafter the "County"); and

The _____ a municipal corporation of the State of New York, having its principal place of business at _____ (hereinafter called the "Municipality").

W I T N E S S E T H

WHEREAS, both the County and the Municipality are municipal corporations as defined by Section 119-n of the General Municipal Law; and

WHEREAS, both the County and the Municipality wish to secure lower prices for electricity purchases through aggregation of purchases in the open market; and

WHEREAS, the New York State Public Service Commission, through orders issued in Case 94-E-0952 established competitive opportunities in the electricity market; and

WHEREAS, joint purchase of electricity by the County and the Municipality will result in lower prices than would otherwise be available to either party; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to contract to perform together that which each government is authorized to perform individually; and

WHEREAS, both the County and the Municipality are empowered to purchase electricity by open public bid for their respective fuel needs; and

WHEREAS, the governing bodies of the County and of the Municipality have authorized a joint municipal contract for the purpose of joint purchase of electricity for their respective governmental purposes.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County and Municipality shall from time to time purchase electricity for supply to public facilities of the County and the Municipality, which facilities are located within the service areas of New York State Electric & Gas and National Grid (hereinafter called the "Utility").
2. The County shall not bear any risk of financial loss from the transactions that it oversees, including, preparation of bid documents and the awarding of any bid under this Agreement. Although the County is the party responsible for letting all bids for electricity, the parties agree the County does not take title to nor bear the risk of loss for any of the municipality's electricity under this Agreement and that all parties to the Agreement are solely responsible for their respective taxes that are imposed upon them by law.
3. Such purchases shall be by competitive bid consistent with Erie County Charter and Erie County Administrative Code and rules governing purchases made by the County and laws governing the municipality.
4. After the initial bid, the County shall notify the Municipality in writing sixty (60) days prior to advertising for bids that such bids will be sought on a specified date, and request a revised estimate of the normalized load (if required) representing the Municipality's electricity needs for its governmental purposes to be included in the County bid. The Municipality shall deliver said estimate of electricity needs to the County no later than thirty (30) days prior to the date specified for advertisement for bids.
5. The County shall include the Municipality's estimate of annual electricity needs in its advertisement for bids, and in its awarded contracts for the purchase of electricity.
6. The Municipality's electricity requirements shall be delivered by the County's contract supplier to the Utility serving the Municipality.
7. The County will bill the Municipality for electricity supply, including the County's administrative charge. The County will bill the Municipality on a monthly basis, and the Municipality agrees to pay the County on a monthly basis, for the cost of electricity and the County's administrative fee. The

Municipality will pay the Utility for all delivery services provided and billed. By entering this Agreement, the Municipality acknowledges that it shall continue to be responsible to the Utility for all services provided to the Municipality. The Utility shall be deemed a third-party beneficiary to this Agreement solely for the purpose of maintaining its right to recover payment from the Municipality for electricity transportation services provided by the Utility.

8. The Utility will read the Municipality's meter or meters monthly to calculate monthly usage. The Utility may, in the alternative, calculate monthly usage based upon an estimate. The Utility will then assess charges to the Municipality's account based upon the actual metered usage or estimated usage and the County will use the Utility's reported usage to calculate the Municipality's monthly charge for electricity supply as provided in paragraph 10, *infra*. The Municipality will make its meters available for reading and inspection by the Utility.
9. The County will contract, by request for proposal, with an independent administrative services provider to manage the apportionment of electricity costs to the Municipality. The cost of such contractual services shall be apportioned to the Municipality in accordance with the amount of electricity delivered to the Municipality, as adjusted for line losses as provided in paragraph 10, *infra*, divided by the total of all such electricity purchased by the County.
10. Once each month, the County, through its Department of Public Works, will bill the Municipality, and the Municipality will pay the County, for its proportionate share of electricity delivered by the County to the Municipality's facilities through the Utility's transmission and delivery system. Bills will be based upon the Municipality's usage of electricity as metered by the Utility, and as adjusted for line losses by the contractual procurement administrator; plus the Municipality's proportionate cost of the administrative services provided by the County's contracted administrative services provider; including all applicable adjustments.
11. The Municipality agrees to pay the County within thirty (30) days of the issue date of the monthly bill. The County shall be entitled to charge, and the Municipality shall pay, a late payment charge of 1.5% of the Municipality's outstanding balance for each month or part thereof during which the Municipality's account is in arrears.

12. This term of this Agreement shall commence on _____ (the "Commencement Date") and shall end on _____, a ten (10) year term. The Municipality shall have the option to renew this Agreement for one (1) additional ten (10) year term, upon the same terms and conditions as agreed upon in the original term. In order to exercise the renewal option, the Municipality shall provide written notice to the County at least one hundred twenty (120) days prior to the end of the original term.

Either party may terminate this agreement upon sixty (60) days' written notice to the other, except that notice of termination and termination will not relieve either party of its obligation to purchase, deliver or receive electricity contracted under any current contract awarded for which it is a party. The Municipality may terminate this agreement by responding to a notice under paragraph 4 of this Agreement from the County requesting the Municipality's estimated electricity needs, by stating, at least thirty (30) days prior to the County's advertisement for bids for electricity, that the Municipality's electricity needs are "zero" (0).

13. The Municipality agrees to purchase its full electricity needs included in purchase contracts awarded by the County, subject to and reserving all rights contained in the applicable Utility tariffs. In the event that a contracted supplier fails to deliver any supplies under its contract, through no fault of the County, the County shall not be liable to the Municipality in any fashion. In the event that a supplier under contract with the County shall deliver less than the full amount of electricity necessary to fulfill the requirements awarded under such contract, through no fault of the County, the County shall not be held in any manner liable to the Municipality, but shall cause the Municipality's proportional share of electricity to be delivered to the Municipality from the amount of electricity delivered by such contractor.

14. The County and the Municipality agree to waive any requirement for filing of notice of claim with respect to any action arising out of the performance of this contract.

15. In the event that the Municipality shall be thirty (30) or more days delinquent in payment for electricity supplied or for Utility transmission and delivery services billed by the Utility, the County may, upon thirty (30) days written notice to the Municipality and the Utility, terminate this Agreement with the Municipality.

16. The Erie County Energy Supply Disclosure Statement is attached hereto and incorporated herein as Schedule "A". The terms of Schedule A are supplemental to the Agreement set out herein. Wherever the terms of Schedule A are found to be contrary to or inconsistent with the terms of this Agreement, the terms of this Agreement will be deemed to prevail.

17. This Agreement shall be executory only to the extent that funds are appropriated to and made available for the purposes hereof, and neither the County nor the Municipality shall be made liable beyond such sums as are so appropriated and made available.

18. This Agreement may not be assigned in whole or in part by the County or the Municipality.

19. All required notices under this contract shall be directed as follows:

To the COUNTY:

Commissioner
Erie County Department of Public Works
95 Franklin Street
Buffalo, New York 14202

To the MUNICIPALITY:

20. This Agreement shall not be changed, amended or altered in any way except in a writing executed by both Parties.

21. Failure on the part of either Party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

22. This Agreement shall be governed by and interpreted under the laws of the State of New York. The Parties agree that any action concerning the terms of this Agreement must be brought in the County of Erie, State of New York. The Parties hereby consent to the exclusive jurisdiction and venue of such courts, and agree to accept service of process pursuant to New York rules and procedures.

23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument.

[END TEXT]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers and/or agents as of the day and year first set forth above.

COUNTY OF ERIE

MUNICIPALITY

By: _____
Name: Mark C. Poloncarz/Maria Whyte
Title: County Executive/Deputy County Executive
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO CONTENT

By: _____
Name: William Geary
Title: Commissioner of Public Works

APPROVED AS TO FORM

By: _____
Name: Kristen M. Walder
Title: Assistant County Attorney
Document No.: _____
Date: _____

SCHEDULE A
ENERGY SUPPLY DISCLOSURE STATEMENT

ENERGY SUPPLY DISCLOSURE STATEMENT

This disclosure statement contains important information you need to know before you commit to natural gas or electricity service. The County of Erie, through its Department of Public Works, provides energy procurement services to county and other energy end user accounts. The County's purpose is to provide local government users the lowest cost alternative for reliable supplies of natural gas or electricity. This is accomplished by the joint purchasing of wholesale energy supplies and services and then disaggregating those supplies and services to participating municipal accounts. The County welcomes new local government accounts upon approval by the Erie County Legislature.

The County of Erie will provide energy procurement services of natural gas and/or electricity to local government facilities on an annual basis. The agreement may be terminated by notifying the County of cancellation sixty (60) days prior to the end of the term of the current year's contract or by designating your following year's nominations as "zero". All energy supplies will be provided to your facilities through the local utility's pipelines or wires.

The County shall not bear any risk of financial loss from the transactions that it oversees, including, preparation of bid documents and the awarding of any bid under this Agreement. Although the County is the party responsible for letting all bids for natural gas and electricity, the parties agree the County does not take title to nor bear the risk of loss for any of the Municipality's natural gas or electricity under this Agreement and that all parties to the Agreement are solely responsible for all applicable taxes imposed by law.

A local government is a county, town, city, village, school district, fire district, board of cooperative educational services, or Town or County Water or Sewer Districts within the State of New York. For the purpose of this Disclosure Statement, the term "local government" shall also include public authorities and public benefit corporations.

SERVICE ARRANGEMENTS

Natural Gas

Natural gas supply will be provided to your facilities by the County of Erie on a cost per Decatherm (Dth) basis. This price shall be: (a) the County's weighted average commodity price for a given month; plus (b) a basis price; plus (c) an administrative fee not to exceed eight cents (\$0.08) per thousand cubic feet (Mcf). All applicable adjustments will also be included. The local natural gas utility will provide transportation of that natural gas at rates approved by the New York State Public Service Commission. The local natural gas utility is also required by law to serve you as a provider of last resort for natural gas supply.

Electricity

Electricity supply will be provided to your facilities on a cost per Kilowatt-hour (KWh) basis. This price shall be: (a) the County's weighted average commodity price for a given month; plus (b) an administrative fee not to exceed six hundredths of a cent (\$0.0006) per kWh. All applicable adjustments will also be included. The local electric utility will provide transmission and distribution of that electricity at rates approved by the New York State Public Service Commission. The local electrical utility is also required by law to serve as provider of last resort for electricity supply.

POLICIES

The County of Erie's offices are located at 95 Franklin Street in the City of Buffalo, New York, 14202, and are open between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of legal holidays.

Bill Payment

For natural gas: The County of Erie will bill for both natural gas supplied by the contract bidder, including the County's administrative fee and the local natural gas utility's delivery services to the local government's facilities. County of Erie bills will be rendered monthly and payment is due as indicated on the bill.

For electricity: The County of Erie will bill directly for electricity supply (consisting of the contract quantity and the electricity needs over and above the contract quantity) and the local electric utility will bill directly for its delivery services. County of Erie bills will be rendered monthly and the local electric utility's bills will be rendered per their normal practice.

The local electric and/or natural gas utility will read your meter monthly to calculate monthly usage. The local utility may, in the alternative, calculate monthly usage based upon an estimate. The utility will then assess charges to your account based upon the actual measured or estimated usages and the County of Erie will use the utility's reported usages to calculate your monthly charges for energy usage. You shall be responsible to provide access to your meter by the local utility's meter reader.

Complaint and Dispute Resolution

If you have any complaints regarding your natural gas or electricity service or your monthly bill, please contact the Erie County Department of Public Works at (716) 858-8069. Until any dispute is resolved, you are obligated to pay any disputed invoice in full, with the exception of obvious errors. If the dispute cannot be resolved within forty-five (45) days, the matter may be submitted to a court of suitable jurisdiction within the County of Erie.

Amendment, Cancellation or Expiration of Agreement

The County of Erie's agreement with its participants may be amended from time to time upon the approval of the Erie County Legislature and the governing body of the participating municipality. The County of Erie may terminate your contract upon thirty (30) days' written notice only for failure to pay as set out under the caption "Allocation of Partial Payments", below. Upon termination or cancellation of the Agreement, you may choose another provider of energy or have your local utility provide energy to you. The County of Erie will give you and your local utility a minimum of thirty (30) days' written notice prior to any termination of natural gas or electricity service.

Allocation of Partial Payments

If you do not pay your monthly bill in full, the County of Erie will credit the amount received to your outstanding balance. Delinquencies of thirty (30) days or more may be cause for the County of Erie to terminate the Agreement upon thirty (30) days written notice. The County of Erie will charge a late payment penalty of 1.5% of the outstanding balance for each month that your account is in arrears. Cancellation or termination of the Agreement shall not relieve you of your obligation to pay for energy supplies and services provided under the Agreement. Cancellation or termination may not relieve you of

obligations to purchase or pay for denominated amounts of natural gas or electricity purchased under an existing contract entered into pursuant to an authorized bid. By signing the contract, the municipality waives any right to notice of claim for failure to pay under the contract.

Historic Billing Information

Erie County will generally consider the billing information of a local government to be public information held by the County in the ordinary course of business and subject to public disclosure under the New York State Freedom of Information Law. The only exception shall be billing information concerning individual households receiving natural gas/electricity through a county department of social services. Such residential billing records shall be deemed confidential and available only to the contracting social services client or social services district, but not subject to public disclosure.

Calls for Service Problems

If you become aware of a natural gas or electricity emergency condition or experience an unanticipated loss of natural gas or electricity service, you should contact your utility at:

National Fuel Gas Corporation: 1-800-365-3234
New York State Electric & Gas: 1-800-572-1131
National Grid: 1-800-642-4272

CUSTOMER'S RIGHTS AND OBLIGATIONS

Amendment of Agreement or Change of Providers

If you wish to terminate this agreement with the County of Erie and change energy providers, you must notify the County in writing at least thirty (30) days before the expiration date of supplier contracts. The County will notify your local utility of your change of energy supplier. Any such change of energy supplier must take place at a scheduled meter reading date; otherwise, there will be a meter reading charge as determined by your local utility.

If the County should terminate this agreement, your natural gas or electricity supply will be provided automatically by your local utility under its standard tariff unless, or until, you choose another supplier. Natural gas or electricity may be shut off by your local utility only under procedures approved by the Public Service Commission.

Third Party Notification

You may direct that your bills be sent to a third party.

Department of Public Service Complaint Number

The New York State Department of Public Service monitors complaints against energy service providers. An excessive number of complaints may result in an energy supply company no longer being allowed to supply energy. The Department of Public Service telephone number is 1-888-697-7728. You may write to the Department of Public Service at:

Office of Consumer Services
New York State Public Service Commission
Empire State Plaza
Agency Building 3
Albany, New York 12223-1350;
or by e-mail at: web.questions@dps.ny.gov

NATURAL GAS CO-OPERATIVE PURCHASING AGREEMENT

Pursuant to Article 5-G of the General Municipal Law

This **NATURAL GAS CO-OPERATIVE PURCHASING AGREEMENT** ("AGREEMENT") made this _____ day of _____ 20____ by and between the County of Erie, a municipal corporation of the State of New York, having its place of business at 95 Franklin Street, Buffalo, New York 14202 (hereinafter called the "County"); and

The _____ a municipal corporation of the State of New York, having its principal place of business at _____ (hereinafter called the "Municipality").

W I T N E S S E T H

WHEREAS, both the County and the Municipality are municipal corporations as defined by Section 119-n of the General Municipal Law; and

WHEREAS, both the County and the Municipality wish to secure lower prices for natural gas purchases through aggregation of purchases in the open market; and

WHEREAS, the New York State Public Service Commission, through orders issued in Case 93-G-0932 has established rules for small customer aggregation services; and

WHEREAS, it is expected that joint purchase of natural gas by the County and the Municipality will result in lower prices than would otherwise be available to either party; and

WHEREAS, Article 5-G of the General Municipal Law authorizes municipal governments to contract to perform together that which each government is authorized to perform individually; and

WHEREAS, both the County and the Municipality are empowered to purchase natural gas by open public bid for their respective fuel needs; and

WHEREAS, the governing bodies of the County and of the Municipality have authorized a joint municipal contract for the purpose of joint purchase of natural gas for their respective governmental purposes.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The County and Municipality shall from time to time purchase natural gas for supply of fuel to public facilities of the County and the Municipality.
2. The County shall not bear any risk of financial loss from the transactions that it oversees, including, preparation of bid documents and the awarding of any bid under this Agreement. Although the County is the party responsible for letting all bids for natural gas, the parties agree the County does not take title to nor bear the risk of loss for any of the Municipality's natural gas under this Agreement and that all parties to the Agreement are solely responsible for their respective taxes that are imposed upon them by law.
3. Such purchases shall be by competitive bid consistent with Erie County Charter and Erie County Administrative Code and rules governing purchases made by the County and laws governing the Municipality.
4. After the initial bid, the County shall notify the Municipality in writing sixty (60) days prior to advertising for bids that such bids will be sought on a specified date, and request a nomination of the Municipality's natural gas needs for its governmental purposes to be included in the County bid. If the Municipality wishes to make revisions to its natural gas nominations, it shall notify the County no later than thirty (30) days prior to the date specified for advertisement for bids.
5. The County shall include the Municipality's nomination of natural gas needs in its advertisement for bids, and in its awarded contracts for the purchase of natural gas.
6. The Municipality's natural gas requirements shall be delivered by the County's contract supplier to the Utility city gate serving the Municipality.
7. The County will bill the Municipality for natural gas supply, including the County's administrative charge and delivery services provided by the Utility (i.e. National Fuel Gas). The County will bill the Municipality on a monthly basis, and the Municipality agrees to pay the County on a monthly basis,

for the cost of natural gas and the County's administrative fee and delivery services. The County will pay the Utility, and will bill the Municipality, for all delivery services provided and billed by the Utility. By entering this Agreement the Municipality acknowledges that it shall continue to be responsible to the Utility for all services provided by the Utility to the Municipality. The Utility shall be deemed a third-party beneficiary to this Agreement solely for the purpose of maintaining its right to recover payment from the Municipality for services provided by the Utility.

8. The Utility will read the Municipality's gas meter or meters monthly to calculate monthly use. The Utility may, in the alternative, calculate monthly use based upon an estimate. The Utility will then assess charges to the Municipality's account based upon the actual measured or estimated use and the County will use the Utility's reported usage to calculate the Municipality's monthly charge for natural gas as provided in paragraph 10, *infra*. The Municipality will make its gas meters available for reading and inspection by the Utility.
9. The County will contract, by request for proposal, as provided in section 19.08 of the Erie County Administrative Code, with a technical services provider to manage the apportionment of natural gas costs to each participating Municipality. The cost of such contractual services shall be apportioned to the Municipality as the amount of natural gas delivered to the Municipality, as adjusted for shrinkage and heat value as provided in paragraph 10, *infra*, divided by the total of all such natural gas purchased by the County.
10. Once each month, the County, through its Department of Public Works, will bill the Municipality, and the Municipality will pay the County, for its proportionate share of natural gas delivered to the Municipality's facilities through the Utility's delivery system. Bills will be based upon the Municipality's use of natural gas as metered by the Utility, and as adjusted for shrinkage and for value of heat by the technical services provider; plus the Municipality's proportionate cost of the administrative services provided by the County's contracted technical services provider; including all adjustments; plus the actual amount billed by the Utility for local natural gas transportation services to the Municipality's facilities.

11. The Municipality agrees to pay the County within thirty (30) days of the issue date of the monthly bill. The County shall be entitled to charge, and the Municipality shall pay, a late payment charge of 1.5% of the Municipality's outstanding balance for each month or part thereof during which the Municipality's account is in arrears.

12. This term of this Agreement shall commence on _____ (the "Commencement Date") and shall end on _____, a ten (10) year term. The Municipality shall have the option to renew this Agreement for one (1) additional ten (10) year term, upon the same terms and conditions as agreed upon in the original term. In order to exercise the renewal option, the Municipality shall provide written notice to the County at least one hundred twenty (120) days prior to the end of the original term.

Either party may terminate this Agreement upon sixty (60) days' written notice to the other, except that notice of termination and termination will not relieve either party of its obligation to purchase, deliver or receive natural gas contracted under any current contract awarded pursuant to a nomination for its governmental use prior to termination of this Agreement. The Municipality may terminate this Agreement by responding to a notice under paragraph 4 of this Agreement, requesting nominations of natural gas, by stating, at least thirty (30) days prior to Erie County's advertisement for bids for natural gas, that the Municipality's natural gas needs are "zero" (0).

13. The Municipality agrees to purchase its full nominations included in natural gas purchase contracts awarded by the County, subject to and reserving all rights contained in applicable Utility tariffs. In the event that a contracted natural gas supplier fails to deliver any natural gas under its contract with the County, through no fault of the County, the County shall not be liable to the Municipality in any fashion. In the event that a natural gas supplier under contract with the County shall deliver less than the full amount of natural gas necessary to fulfill the nominations awarded under such contract, through no fault of the County, the County shall not be held in any manner liable to the Municipality, but shall cause the Municipality's proportional share of natural gas to be delivered to the Municipality from the amount of natural gas delivered by such contractor.

14. The County and the Municipality agree to waive any requirement for filing of notice of claim with respect to any action arising out of the performance of this contract.

15. In the event that the Municipality shall be thirty (30) or more days delinquent in payment for gas delivered or for delivery services billed by the County, the County may, upon thirty (30) days' written notice to the Municipality and the Utility, terminate this Agreement with the Municipality.

16. The Erie County Energy Supply Disclosure Statement is attached hereto and incorporated herein as Schedule "A". The terms of Schedule A are supplemental to the Agreement set out herein. Wherever the terms of Schedule A are found to be contrary to or inconsistent with the terms of this Agreement, the terms of this Agreement will be deemed to prevail.

17. This Agreement shall be executory only to the extent that funds are appropriated to and made available for the purposes hereof, and neither the County nor the Municipality shall be made liable beyond such sums as are so appropriated and made available.

18. This Agreement may not be assigned in whole or in part by the County or the Municipality.

19. All required notices under this contract shall be directed as follows:

To the COUNTY:

County of Erie
Commissioner of Public Works
95 Franklin Street, 14th Floor
Buffalo, New York 14202

To the MUNICIPALITY:

20. This Agreement shall not be changed, amended or altered in any way except in a writing executed by both Parties.
21. Failure on the part of either Party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.
22. This Agreement shall be governed by and interpreted under the laws of the State of New York. The Parties agree that any action concerning the terms of this Agreement must be brought in the County of Erie, State of New York. The Parties hereby consent to the exclusive jurisdiction and venue of such courts, and agree to accept service of process pursuant to New York rules and procedures.
23. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall together constitute but one and the same instrument.

[END TEXT]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their duly authorized officers and/or agents as of the day and year first set forth above.

COUNTY OF ERIE

MUNICIPALITY

By: _____
Name: Mark C. Poloncarz/Maria Whyte
Title: County Executive/Deputy County Executive
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO CONTENT

By: _____
Name: William Geary
Title: Commissioner of Public Works

APPROVED AS TO FORM

By: _____
Name: Kristen M. Walder
Title: Assistant County Attorney
Document No.: _____
Date: _____

SCHEDULE A
ENERGY SUPPLY DISCLOSURE STATEMENT

ENERGY SUPPLY DISCLOSURE STATEMENT

This disclosure statement contains important information you need to know before you commit to natural gas or electricity service. The County of Erie, through its Department of Public Works, provides energy procurement services to county and other energy end user accounts. The County's purpose is to provide local government users the lowest cost alternative for reliable supplies of natural gas or electricity. This is accomplished by the joint purchasing of wholesale energy supplies and services and then disaggregating those supplies and services to participating municipal accounts. The County welcomes new local government accounts upon approval by the Erie County Legislature.

The County of Erie will provide energy procurement services of natural gas and/or electricity to local government facilities on an annual basis. The agreement may be terminated by notifying the County of cancellation sixty (60) days prior to the end of the term of the current year's contract or by designating your following year's nominations as "zero". All energy supplies will be provided to your facilities through the local utility's pipelines or wires.

The County shall not bear any risk of financial loss from the transactions that it oversees, including, preparation of bid documents and the awarding of any bid under this Agreement. Although the County is the party responsible for letting all bids for natural gas and electricity, the parties agree the County does not take title to nor bear the risk of loss for any of the Municipality's natural gas or electricity under this Agreement and that all parties to the Agreement are solely responsible for all applicable taxes imposed by law.

A local government is a county, town, city, village, school district, fire district, board of cooperative educational services, or Town or County Water or Sewer Districts within the State of New York. For the purpose of this Disclosure Statement, the term "local government" shall also include public authorities and public benefit corporations.

SERVICE ARRANGEMENTS

Natural Gas

Natural gas supply will be provided to your facilities by the County of Erie on a cost per Decatherm (Dth) basis. This price shall be: (a) the County's weighted average commodity price for a given month; plus (b) a basis price; plus (c) an administrative fee not to exceed eight cents (\$0.08) per thousand cubic feet (Mcf). All applicable adjustments will also be included. The local natural gas utility will provide transportation of that natural gas at rates approved by the New York State Public Service Commission. The local natural gas utility is also required by law to serve you as a provider of last resort for natural gas supply.

Electricity

Electricity supply will be provided to your facilities on a cost per Kilowatt-hour (KWh) basis. This price shall be: (a) the County's weighted average commodity price for a given month; plus (b) an administrative fee not to exceed six hundredths of a cent (\$0.0006) per kWh. All applicable adjustments will also be included. The local electric utility will provide transmission and distribution of that electricity at rates approved by the New York State Public Service Commission. The local electrical utility is also required by law to serve as provider of last resort for electricity supply.

POLICIES

The County of Erie's offices are located at 95 Franklin Street in the City of Buffalo, New York, 14202, and are open between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of legal holidays.

Bill Payment

For natural gas: The County of Erie will bill for both natural gas supplied by the contract bidder, including the County's administrative fee and the local natural gas utility's delivery services to the local government's facilities. County of Erie bills will be rendered monthly and payment is due as indicated on the bill.

For electricity: The County of Erie will bill directly for electricity supply (consisting of the contract quantity and the electricity needs over and above the contract quantity) and the local electric utility will bill directly for its delivery services. County of Erie bills will be rendered monthly and the local electric utility's bills will be rendered per their normal practice.

The local electric and/or natural gas utility will read your meter monthly to calculate monthly usage. The local utility may, in the alternative, calculate monthly usage based upon an estimate. The utility will then assess charges to your account based upon the actual measured or estimated usages and the County of Erie will use the utility's reported usages to calculate your monthly charges for energy usage. You shall be responsible to provide access to your meter by the local utility's meter reader.

Complaint and Dispute Resolution

If you have any complaints regarding your natural gas or electricity service or your monthly bill, please contact the Erie County Department of Public Works at (716) 858-8069. Until any dispute is resolved, you are obligated to pay any disputed invoice in full, with the exception of obvious errors. If the dispute cannot be resolved within forty-five (45) days, the matter may be submitted to a court of suitable jurisdiction within the County of Erie.

Amendment, Cancellation or Expiration of Agreement

The County of Erie's agreement with its participants may be amended from time to time upon the approval of the Erie County Legislature and the governing body of the participating municipality. The County of Erie may terminate your contract upon thirty (30) days' written notice only for failure to pay as set out under the caption "Allocation of Partial Payments", below. Upon termination or cancellation of the Agreement, you may choose another provider of energy or have your local utility provide energy to you. The County of Erie will give you and your local utility a minimum of thirty (30) days' written notice prior to any termination of natural gas or electricity service.

Allocation of Partial Payments

If you do not pay your monthly bill in full, the County of Erie will credit the amount received to your outstanding balance. Delinquencies of thirty (30) days or more may be cause for the County of Erie to terminate the Agreement upon thirty (30) days written notice. The County of Erie will charge a late payment penalty of 1.5% of the outstanding balance for each month that your account is in arrears. Cancellation or termination of the Agreement shall not relieve you of your obligation to pay for energy supplies and services provided under the Agreement. Cancellation or termination may not relieve you of

obligations to purchase or pay for denominated amounts of natural gas or electricity purchased under an existing contract entered into pursuant to an authorized bid. By signing the contract, the municipality waives any right to notice of claim for failure to pay under the contract.

Historic Billing Information

Erie County will generally consider the billing information of a local government to be public information held by the County in the ordinary course of business and subject to public disclosure under the New York State Freedom of Information Law. The only exception shall be billing information concerning individual households receiving natural gas/electricity through a county department of social services. Such residential billing records shall be deemed confidential and available only to the contracting social services client or social services district, but not subject to public disclosure.

Calls for Service Problems

If you become aware of a natural gas or electricity emergency condition or experience an unanticipated loss of natural gas or electricity service, you should contact your utility at:

National Fuel Gas Corporation: 1-800-365-3234
New York State Electric & Gas: 1-800-572-1131
National Grid: 1-800-642-4272

CUSTOMER'S RIGHTS AND OBLIGATIONS

Amendment of Agreement or Change of Providers

If you wish to terminate this agreement with the County of Erie and change energy providers, you must notify the County in writing at least thirty (30) days before the expiration date of supplier contracts. The County will notify your local utility of your change of energy supplier. Any such change of energy supplier must take place at a scheduled meter reading date; otherwise, there will be a meter reading charge as determined by your local utility.

If the County should terminate this agreement, your natural gas or electricity supply will be provided automatically by your local utility under its standard tariff unless, or until, you choose another supplier. Natural gas or electricity may be shut off by your local utility only under procedures approved by the Public Service Commission.

Third Party Notification

You may direct that your bills be sent to a third party.

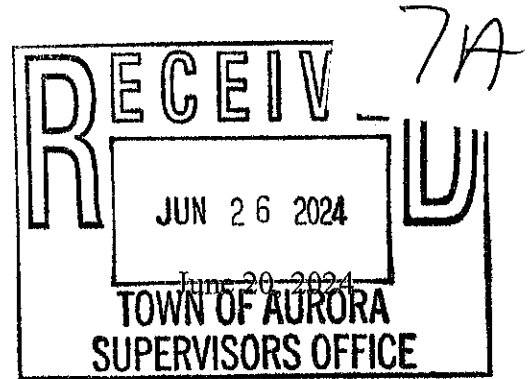
Department of Public Service Complaint Number

The New York State Department of Public Service monitors complaints against energy service providers. An excessive number of complaints may result in an energy supply company no longer being allowed to supply energy. The Department of Public Service telephone number is 1-888-697-7728. You may write to the Department of Public Service at:

Office of Consumer Services
New York State Public Service Commission
Empire State Plaza
Agency Building 3
Albany, New York 12223-1350;
or by e-mail at: web.questions@dps.ny.gov



**Agriculture
and Markets**



Charles Snyder
Town Supervisor - Town of Aurora
575 Oakwood Ave
East Aurora, NY 14052

Enclosed is the **Municipal Shelter Inspection Report** completed on **06/06/2024**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Ann Marie Brade
Animal Health Inspector
(585) 480-0600

MUNICIPAL SHELTER INSPECTION REPORT - DL-90Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **6/6/24 2:45 pm****AURORA DOG SHELTER
251 QUAKER ROAD
EAST AURORA NY 14052**Inspector: **Ann Marie Brade**Inspector #: **72**

These are the findings of an inspection of your facility on the date(s) indicated above:

1. Shelter is structurally sound	Yes
2. Housing area and equipment is sanitized regularly	Yes
3. Repairs are done when necessary	Yes
4. Dogs are handled safely	Yes
5. Adequate space is available for all dogs	Yes
6. Light is sufficient for observation	Yes
7. Ventilation is adequate	Yes
8. Drainage is adequate	Yes
9. Temperature extremes are avoided	Yes
10. Clean food and water is available and in ample amount	Yes
11. Veterinary care is provided when necessary	Yes
12. Dogs are euthanized humanely, by authorized personnel	Yes
13. Complete intake and disposition records are maintained for all seized dogs	Yes
14. Dogs transferred for purposes of adoption in compliance with Article 7	Yes
15. Redemption period is observed before adoption, euthanasia or transfer	Yes
16. Owners of identified dogs are properly notified	Yes
17. Redeemed dogs are licensed before release	Yes
18. Proper impoundment fees paid before dogs are released	Yes
19. Written contract or lease with municipality	Not Applicable
<i>Municipality owned.</i>	

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
1403	Town of Aurora

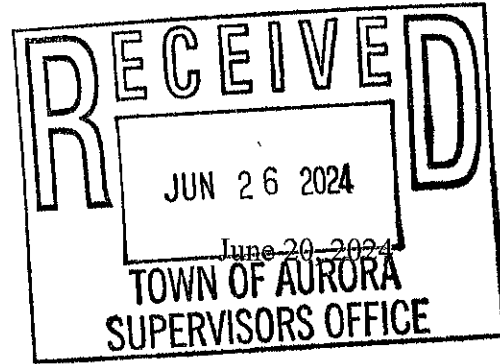
REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Elizabeth Deveso**
TITLE: **Dog Control Officer**

REVIEWED BY: **Emily Cacchione**
REVIEWED DATE: **06/18/2024**



**Agriculture
and Markets**



Charles Snyder
Town Supervisor - Town of Aurora
575 Oakwood Ave
East Aurora, NY 14052

Enclosed is the **Dog Control Officer Inspection Report** completed on **06/06/2024**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, DCO services were rated "Satisfactory". Please make note of any comments listed on the report.

Dog control officer services are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in DCO services.

If you have any questions regarding this inspection, please call me.

Ann Marie Brade
Animal Health Inspector
(585) 480-0600

DOG CONTROL OFFICER INSPECTION REPORT - DL-89Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **6/6/24 2:45 pm****Elizabeth Deveso
251 Quaker Road
East Aurora NY 14052**Inspector: **Ann Marie Brade**Inspector #: **72**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|---|------------|
| 1. Equipment is available for proper capture and holding | Yes |
| 2. Dogs are held and transported safely | Yes |
| 3. Equipment maintained in clean and sanitary condition | Yes |
| 4. Veterinary care is provided when necessary | Yes |
| 5. Dogs are euthanized humanely | Yes |
| 6. Complete seizure and disposition records are maintained for all seized dogs | Yes |
| 7. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 8. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 9. Owners of identified dogs are properly notified | Yes |
| 10. Redeemed dogs are licensed before release | Yes |
| 11. Proper impoundment fees paid before dogs are released | Yes |



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

7B

To: Mayor Mercurio & Village Board; Supervisor Snyder & Town Board

From: Patrick Welch, Chief of Police

Date: July 2, 2024

Re: Monthly Report - May 2024

General Information

Meetings:

In addition to Village Board, Town Board and Staff meetings I (as Lt. Welch) also attended the following:

- Lexipol weekly meetings
- Met with citizens with concerns.
- Multiple meetings with EA Music Fest committee

Special Events:

Training:

- DCJS- NYS Juvenile Arrest Procedures



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

Statistics

Activity	Village	Outside of Village	Total (YTD)
Police calls	849 (3687)	438(1987)	1287(4889)
Fire/EMS calls			437(2138)
Response Time	2.9 minutes	3.6 minutes	
Property Damage Acc	11	4	15(118)
Injury Accidents	1/0 Fatal	5/0 Fatal	6(21)0(Fatal)
Leaving Scene Acc	1	0	1 (14)
Arrests-Individuals	6	3	9(74)
Crimes-Persons	2	0	2(27)
Crimes-Drugs	1	0	0(0)
Crimes-Property	1	8	9(47)
Burglary/Trespass	1	0	1(5)
S&R-Lic/Reg	3	1	4(29)
DWI	1	3	4(18)
Warrant Arrests	1	0	1(4)
Traffic Tickets	49(274)	46(157)	95 (431)
Parking Tickets	3		3(120)
Domestics	3(15)	4(16)	7(31)
9.41 MHL/22.09 PHL	2 (11)	4(15)	6(26)
ERPO		1	1(10)



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

Arrests / Investigations

Besides the arrests and reported crimes in the above chart, Officers also investigated the following:

I (as Lt. Welch/Fire Investigator investigated a structure fire at 250 Porterville Road in the early morning hours of May 4th. The detached garage at this residence was found totally engulfed in flames by the home owner. Lt. Welch and fire investigators from the Erie County Sheriff Fire Investigation team could not find the exact cause of the fire but could not rule out the origin of the fire being a plugged in Cub Cadet lithium battery powered riding lawn mower.