

Town of Aurora
Warrant Report

Unposted Batch Totals

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

Posted Batch Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
	Posted Batch Grand Totals	\$60,824.25	\$46,040.63	\$46,584.93	\$153,449.81

Report Grand Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
A00	GENERAL FUND	\$21,897.11	\$0.00	\$28,341.62	\$50,238.73
B00	PART TOWN FUND	\$139.37	\$0.00	\$0.00	\$139.37
B00	PART TOWN FUND	\$8,566.75	\$46,040.63	\$18,001.43	\$72,608.81
B00	HIGHWAY PART TOWN FUND	\$19,914.22	\$0.00	\$0.00	\$19,914.22
B00	VILLAGE BRIDGE REPAIRS	\$146.97	\$0.00	\$241.88	\$388.85
B00	RUBBISH COLLECTION DISTRICT #1	\$9,597.00	\$0.00	\$0.00	\$9,597.00
B00	WATER DISTRICT # 18	\$562.83	\$0.00	\$0.00	\$562.83
B00	PRIVATE WATER SYSTEM				
	Report Grand Totals	\$60,824.25	\$46,040.63	\$46,584.93	\$153,449.81

V# 856-916
 V# 917
 V# 855
 3B
 Keyed

5A

Professional Services Agreement

Agreement made the _____ day of _____, 2024
between

LaBella Associates, D.P.C.
("LaBella")

and

Town of Aurora
("Client")

for services related to the following Project:

Comprehensive Plan
Town of Aurora
("Project")

LaBella and Client hereby agree as follows:

Description of Services: LaBella shall perform the services set forth and described in LaBella's proposal, dated April 30, 2024, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.

Compensation for Services: Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered monthly. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.

Term: LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed and final payment has been received from Client, or as otherwise provided in this Agreement.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;

- Worker’s compensation insurance at statutory limits and employer’s liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement;
- Cyber insurance with policy limits of not less than \$5,000,000 and excess Cyber insurance with policy limits of not less than \$5,000,000;
- Professional liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate; and
- Pollution liability insurance with policy limits of not less than \$5,000,000 per claim and \$7,500,000 in the aggregate. Pollution liability coverage is only provided for professional services.

Client shall be named as an additional insured on a primary and non-contributory basis under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts, errors or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement.

In recognition of the relative risks and benefits of the Project to both Client and LaBella, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of LaBella and LaBella’s consultants for any and all claims, liabilities, damages, losses, costs, and judgments of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of LaBella and LaBella’s consultants shall not exceed \$50,000 or LaBella’s total fee for services rendered on this Project, whichever is greater.

LaBella Associates, D.P.C.

Client Name

By: _____

By: _____

Name _____

Name _____

Title _____

Title _____

Date: _____

Date _____

Exhibit A
LaBella's Proposal

PROJECT MANAGEMENT

Project Management Methodology

1. Preparation

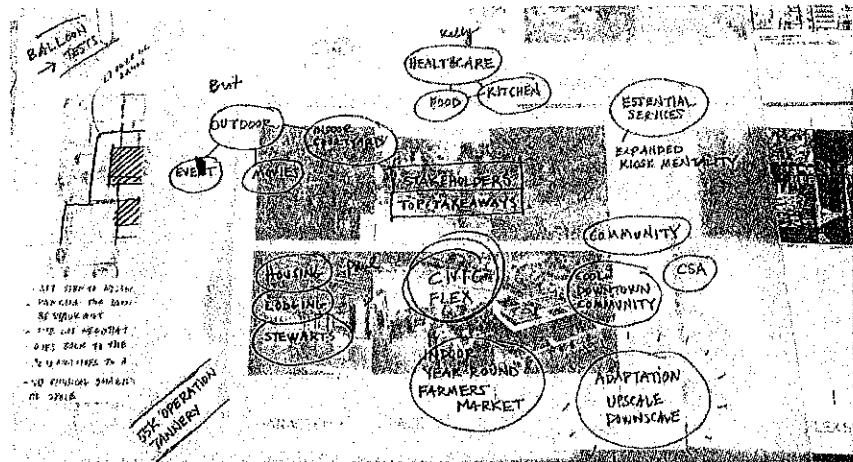
LaBella Associates believes in being well-prepared and organized in order to successfully execute a project. Important parts of our preparation process include interviewing our clients in order to fully understand their project needs, establishing a work team, allocating project-specific tasks and creating and finalizing project plans. Thorough preparation allows our Project Team to be better equipped to efficiently execute all aspects of the project and successfully meet all project objectives.

2. Foundation

There's a reason LaBella's motto is "Powered by Partnership." Relationships come first, and LaBella is committed to achieving client trust and loyalty by demonstrating professional, fair and ethical practices. Client satisfaction is our number one priority and we're committed to building partnerships that will last a lifetime. Strong client relationships offer significant mutual benefits. Increased level of client satisfaction results in a collaborative effort and improved level of understand how we can improve your business!

3. Execution

LaBella Associates strives for excellence with every project we take on. Successful project execution means completing projects on budget, on time and beyond client expectations. Our firm is proactive when it comes to assessing and predicting project challenges, and flexible in our



It is our goal to provide expert planning services that will assist the creation of the Town of Aurora's Comprehensive Plan.

approach to problem solving. We want our clients to know that we're committed to each and every project from start to finish. Our clients can be assured that the LaBella team will work hard to ensure each phase of the project is completed efficiently and effectively.

4. Follow Through and Close Out

Open lines of communication ensure project efficiency and completion. Every project has its own unique challenges and LaBella works hard to see that clients remain informed and updated on each phase of the project. Open communication allows our clients to be an integral part of the decision-making process. At project completion, we will conduct an assessment meeting allowing the client to evaluate the work and determine

potential ways for future improvement. Client feedback is invaluable to LaBella and an important part of our successful track record in building strong client relationships.

Fundamental Roles and Responsibilities of a Project Manager:

- Establish Project Leadership
- Plan the Project
- Organize and Monitor Staff and Resources
- Establish and Maintain Client Relationships
- Launch the Project
- Foster Cooperation and Collaboration
- Promote Team Communication
- Implement the Work
- Incorporate Integrated Design Principles
- Establish and Enhance Trust
- Build a Team Culture of Accountability
- Support Team Morale and Spirit
- Complete the Project to Client Standards



TECHNICAL APPROACH

TECHNICAL APPROACH

Project Approach

LaBella Associates' (LaBella) approach will assist the Town of Aurora (Town) in preparing a Comprehensive Plan that reflects the community's current needs and objectives for the future.

The comprehensive plan will advance the community's goals, and guide decisions regarding future land use management, infrastructure, sustainability, economic development, government services, and other initiatives.

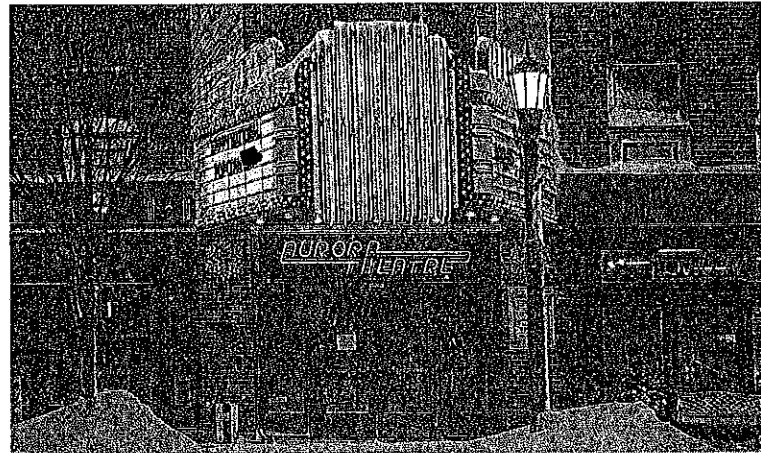
The plan will focus strategically on community priorities and key issues to be identified during the planning process, building on the positive momentum experienced recently, striving to establish a vision looking out to 2035.

The implementation strategy will identify the entity responsible for carrying out each recommendation, timeframe for completion, and sources of technical assistance and/or funding, as appropriate.

Roles

A Steering Committee appointed by the Town will provide overall guidance, assist with public and stakeholder outreach, and deliver the draft Comprehensive Plan to the Town Board for consideration. The Town Board will be responsible for satisfying the State Environmental Quality Review Act (SEQRA) requirements and for the formal adoption of the Comprehensive Plan.

Town officials and staff will assist LaBella with compiling information and making arrangements for committee meetings, public workshops, and hearings.



Public Informational Meetings, Workshops, and Hearings

The following schedule of public meetings, workshops and hearings are proposed including the public hearing required to comply with NYS Town Law §272-a. This approach is flexible to accommodate community need.

- An initial public informational meeting will be held early in the planning process, introducing the planning team and identifying key issues to be addressed in the Comprehensive Plan. This meeting will include a facilitated exercise to identify the Strengths, Weaknesses, Opportunities and Threats (SWOT) in the Town. The public discussion will help identify key issues and opportunities community priorities. This project initiation meeting will include elements outlined in the RFP.
- The Steering Committee will host a public open house to present the draft Comprehensive Plan to the public and identify any changes needed. This meeting will also serve as the required public hearing

for the Advisory Committee on the draft Comprehensive Plan.

- Prior to adopting the Comprehensive Plan, the Town Board will conduct a formal public hearing on the adoption of the plan.

Stakeholder Interviews

In addition to the public workshops, LaBella staff will interview key stakeholders to be identified by the Steering Committee and Town officials. These interviews will help to compile information, establish community priorities, understand various community perspectives, assess alternative approaches for plan implementation, and determine responsibilities for implementation actions.

Public involvement not only engages the community and encourages a sense of ownership of the planning process, but it also helps to bring various perspectives to the table.

TECHNICAL APPROACH

Public Survey

LaBella will design and administer an online survey to obtain residents' opinions on issues to be addressed in the Comprehensive Plan.

Scope of Work

LaBella Associates proposes the following approach for the Town of Aurora Comprehensive Plan:

A. Comprehensive Plan

The Comprehensive Plan update will include the following general tasks:

- Identify key issues and articulate a community vision
- Document current conditions and trends
- Incorporate appropriate policies and recommendations from existing plans (such as the non-enacted Regional Comprehensive Plan), studies and regulations
- Analyze issues and opportunities
- Prepare Implementation Strategy
- Prepare draft and final Comprehensive Plan

1. Identify Key Issues and Articulate Community Vision

LaBella will work with the Steering Committee, Town officials, and the public to identify the key issues to be addressed in the planning process. LaBella will help the Town identify their vision in an effort to express community priorities and future goals, consistent with input from the public through public meetings,

Steering Committee workshops, stakeholder interviews, and surveys

Deliverable:

- Vision statement, goals, description of key issues
2. Document Current Conditions and Trends
- Compile current data on the Town's population, environment, land use and zoning, housing, infrastructure, utilities, transportation, economic development, government services and community facilities.
 - Prepare GIS-based reference maps that will document existing land use, community facilities, infrastructure, natural resources, and other features.
 - Describe the Town's unique and significant attributes, sites, and resources of importance to the Town.
 - Review existing regulations and policy to identify policies and community descriptions to be integrated into the Comprehensive Plan.

- Review the current zoning map and zoning district regulations and compare zoning requirements with current conditions, recommending revisions to be considered.

- Leverage LaBella's NY Forward work and utilize this information to save time and budget as well as minimize duplication.

Deliverable:

- Summary report, including narrative, tables, charts and maps
3. Integrate Findings From Previously Completed Surveys, Plans, Studies and Reports
- Review previous Town studies and reports, summarize findings, identify key issues and opportunities to be addressed in more detail
 - As appropriate, incorporate findings and recommendations of these plans into the Comprehensive Plan

Deliverable:

- Matrix summarizing key findings and



TECHNICAL APPROACH

recommendations for relevant plans, studies, and reports

4. Analyze Issues and Opportunities

LaBella will analyze key issues and opportunities identified by participants in the planning process.

For each issue/opportunity, the analysis will address the relevant laws and regulations, initiatives of other governments or organizations, and various perspectives of Town residents and stakeholders.

Priority issues will be determined based on input received from the Steering Committee, Town officials and staff, and the public. Recommendations and possible solutions will be developed to address these priority issues.

The evaluation of alternative approaches will describe the tools available to address the Town's priority issues and achieve its goals, which may include:

- Zoning map revisions to achieve the Town's land development and conservation goals
- Investment in community infrastructure or facilities
- Economic development partnerships and resources
- Grant opportunities
- Cooperative agreements with other municipalities or organizations

LaBella will identify sources of funding and technical assistance available to the Town. This task will include identification of grants

and loans that the Town may be eligible for. The availability of resources will help the Town identify high priority actions and partners who could help the Town achieve its goals.

Deliverable:

- Matrix summarizing key findings and recommendations

5. Prepare Concept Plans, Implementation Strategy and Plan Document

Identify implementation strategies and specific actions needed to achieve the Town's goals. The Implementation Strategy will specify the relative priority, anticipated timeframe, order-of-magnitude costs, potential funding sources and the entity or entities responsible for implementation of each action.

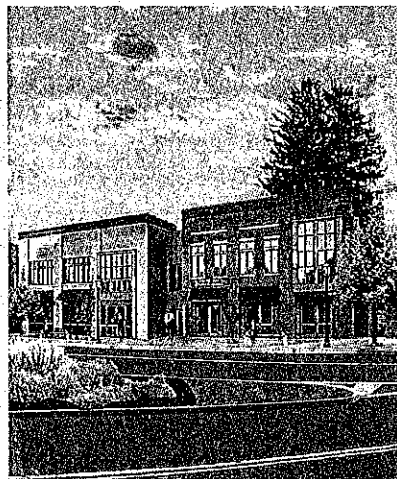
Experience Spotlight

What's In Our Toolbox:

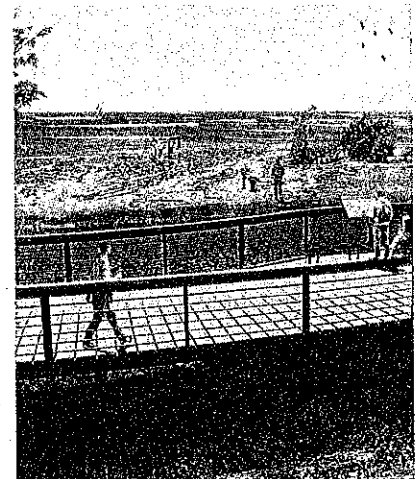
For more detailed information on our experience relevant to this important project, please visit *Section 3: Qualifications and Experience*.



Town & Village of Greenwich: Zoning Updates & Joint Comprehensive Plan



Village of Menands: Comprehensive Plan and Zoning Use Updates



ECIDA/ILDC: Bethlehem Steel-Woodlawn Beach Shoreline Trail

TECHNICAL APPROACH

The Comprehensive Plan document will incorporate all of the information, analysis, and recommendations developed during the previous sub-tasks. A draft plan will be made available for public review and comment prior to forwarding to the Town Board for formal approval. The final Comprehensive Plan document will be prepared in both hard copy and digital formats.

Deliverable:

- Implementation Strategy
- Draft and final Comprehensive Plan Update documents

B. Develop and Implement a Public Engagement and Communications Strategy

1. Steering Committee

- Coordinate all project activities with a Steering Committee established by the Town.
- Facilitate discussion at four meetings of the Steering Committee, all of which will be open to the public with in person, online or hybrid participation as determined by the Town.

2. Public Informational Meeting

- Organize and facilitate a public informational meeting to be held early in the planning process. The meeting will include a guided exercise to identify key Strengths, Weaknesses, Opportunities and Threats and how they relate to topics to be addressed in the Comprehensive Plan.

3. Public Open House

- Organize and facilitate a public open house to present the draft Comprehensive Plan.

The Open House will include displays summarizing the findings and recommended strategies in the draft Comprehensive Plan. The Steering Committee will hold its public hearing on the draft Comprehensive Plan as part of this event.

4. Stakeholder Interviews

- Work with Town representatives to identify key stakeholders for interviews with key stakeholders. The purpose of the interviews will be to clarify the roles of various organizations and government entities and to identify issues and potential strategies. Stakeholders may include key landowners, potential developers, Highway Superintendent, and others with distinct perspectives on community needs and resources.

5. Public Survey

- Design and administer a public survey using the SurveyMonkey service. Town staff and representatives of the Planning Board, and other volunteers will help to publicize the survey. LaBella will compile results and prepare a summary report.
- Summarize and incorporate findings from the survey of Town residents.

6. Ongoing Communication & Coordination

- LaBella Associates will also be available for project management meetings as necessary, will facilitate the sharing of information, and will keep the Steering Committee engaged and up-to-date.

Deliverable:

- Minutes from meetings
- Survey summary report

C. Environmental Review and Adoption

1. SEQR Documentation

LaBella Associates will prepare the Full Environmental Assessment Form (Long EAF) and assist the Town with complying with the State Environmental Quality Review Act (SEQRA.) Part 1 of the EAF will be provided for the Town Board's consideration. We will assist with distributing Part 1 to Interested Agencies, assist with required notices, and completion of Parts 2 and 3 of the EAF, including the Determination of Significance. This proposal assumes that an Environmental Impact Statement will not be required; however, we would provide the Town with a separate proposal should the need arise to undertake and complete an Environmental Impact Statement.

2. Public Hearing and Adoption

LaBella Associates will attend each Town Board public hearing on the draft Comprehensive Plan and present a summary of the proposed Plan. To facilitate the adoption process, LaBella will assist with referrals to the County Planning Board, prepare required forms and resolutions to comply with the State Environmental Quality Review Act (SEQRA), and prepare draft resolutions for consideration by each Town Board. Revisions will be made to the draft Comprehensive Plan to incorporate feedback from public input, County referral and the Town Board

SCHEDULE

Town of Aurora Comprehensive Plan

As summarized in the Project Schedule below, the Comprehensive Plan will be completed within 14 months. This schedule may be expanded as needed to accommodate public input and deliberation by the Advisory Committee and Town officials. LaBella will also assist the Town through the environmental review and adoption process for the Comprehensive Plan.

	2024							2025						
	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July
Project & Report Activities	Inventory, Vision, & Goals					Prioritize Issues & Develop		Prepare Draft Plan					Prepare & Submit Final Plan/SCORA Plan Adoption	
Community Engagement			Stakeholder Meetings & Community Survey											
			Open House				Open House							Public Hearing
Project Steering Committee	Kickoff Meeting				Existing Conditions & Goals Review				Strategies & Action Plan				Review Draft Plan & SCORA	



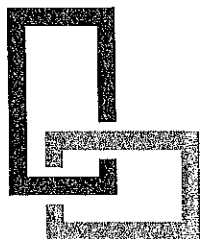
COST PROPOSAL

COST PROPOSAL

Town of Aurora Comprehensive Plan Update

Task	LaBella Staff				Hours	Fee
	Principal-in-Charge	Project Manager	Senior Planner, Engineer/Designer	Planner/GIS Analyst		
Project Management	10	24	0	16	50	\$5,810
Community Engagement	6	24	8	32	70	\$7,510
Vision & Goals	0	20	8	24	52	\$5,460
Inventory & Analysis	0	24	16	60	100	\$9,940
Strategies & Projects	8	24	16	20	68	\$7,700
Priority Areas & Solutions	0	14	8	28	50	\$5,050
Draft, Final Plan, SEQRA & Adoption	6	22	16	28	72	\$7,840
Total	30	152	72	208	462	\$49,310
Rates - Some Blended	\$145.00	\$125.00	\$115.00	\$85.00	-	-
General Expenses	-	-	-	-	-	\$650
TOTAL	\$4,350.00	\$19,000.00	\$8,280.00	\$17,680.00	462	\$49,310

Note: All fees and rates include fringe benefits, overhead, and profit.



LaBella

Powered by partnership.

WWW.LABELLAPC.COM

(877) 626-6606



Exhibit B
Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall not at any time supervise, direct, control or have authority over any contractor or subcontractor's work, nor shall LaBella have authority over, or be responsible for, the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor or subcontractor, or the safety precautions and programs incident thereto, for safety or security at the Project location, nor for any failure of a contractor or subcontractor to comply with laws and regulations applicable to the performance of their work and the furnishing of materials on the Project. LaBella shall not be responsible for the acts or omissions of any contractor or subcontractor.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding, and site access to, the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances or injurious conditions. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or any supplemental proposal or contract modification, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project or as required by law. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All documents prepared or furnished by LaBella pursuant to this Agreement are instruments of professional service, and LaBella shall retain its ownership and property interest therein, including all copyrights and the right to reuse the documents. Upon payment in full for services rendered, LaBella grants Client a license to use the instruments of service for the purposes of constructing, occupying and maintaining the Project. Reuse or modification of any documents by Client without LaBella's written permission shall be at Client's sole risk, and Client agrees to defend, indemnify, and hold LaBella harmless from all claims, damages and expenses, including attorneys' fees, arising out of such reuse by Client or by others acting through Client.

Client and Client's contractors and other consultants may rely only upon printed copies (also known as hard copies) of documents that are signed and sealed by a licensed professional employed by LaBella. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies shall govern. Any electronic copies (files) provided by LaBella will be provided solely as a convenience and shall not be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a licensed professional employed by LaBella. Client is advised that electronic copies of documents can deteriorate or be inadvertently modified without LaBella's consent or may otherwise be corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of documents.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services is subject to review and escalation by LaBella upon thirty (30) days written notice to Client.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project.

LaBella may suspend its performance under this Agreement if any delinquent amounts due for services and expenses have not been paid. LaBella may refuse to release drawings, plans, specifications, reports, maps, materials and any other instruments of service prepared by LaBella

for Client until all arrearages are paid in full. LaBella shall not be liable to Client for delay or any other damages due to any such suspension of services.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period. In any event, without regard to the party terminating the Agreement, Client shall remit payment of all amounts that are not in dispute no later than thirty (30) days after the date of each invoice.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located. The parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but, to the fullest extent permitted by law, neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. If LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right

accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions, epidemics, pandemics or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

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

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

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



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townclerk@

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

To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: July 16, 2024

Re: Foit-Albert Payment – Church Street Bridge

Please consider approval of payment no. 13 to Foit-Albert in the amount of \$14,126.67 for professional services rendered from April 27, 2024 through June 28, 2024 for the Church Street bridge replacement project. Funds will be disbursed from H7 5120.210.

**RE: Church Street Over Tannery Brook
PIN 5763.87**

Progress Report No. 13: April 27, 2024 through June 28, 2024

Achievements

- Submit pre-PS&E
- Coordinate the ROW and maps

Scheduled Statement

- On Schedule for 2024 bidding

Budget Statement

- On Budget

Planned For Next Month

- Final PS&E submission
- Finish acquisition maps

Items Required

- Quick turnaround of PS&E comments after submission

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 13
Work Period (this est.) FROM 04/27/24 TO 6/28/24		
Payee Name: Foit-Albert Associates 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date _/ _/ _ (completed by SPONSOR)	
	Original Contract Amount	\$160,698.92
	Current Contract Amount (includes thru approved S.A. NO.) RRDA NO. (if applicable)	\$160,698.92

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$154,452.01	
2. Work reported on this estimate	\$14,126.67	
3. Total work reported to date (must equal page 2)	\$168,578.68	
4. Adjustments (Sponsor use only) Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$168,578.68	
7. Previous payments	\$154,452.01	
8. Payment requested or processed	\$14,126.67	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb, do hereby certify that I am Controller of Foit-Albert Associates, PC, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

<u>July 8, 2024</u> (DATE)	 (SIGNATURE)
-------------------------------	---

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
 (Name) (Title)
 in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

_____ (DATE)	_____ (SIGNATURE)
-----------------	----------------------

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



M
townclerk@
5B-2

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

To: Aurora Town Board

From: Martha Libroek, Town Clerk

Date: July 16, 2024

Re: Foit-Albert Payment – East Fillmore Bridge

Please consider approval of payment no. 12 to Foit-Albert in the amount of \$5,787.55 for professional services rendered from April 27, 2024 to June 28, 2024 for the East Fillmore Avenue bridge replacement project. Funds will be disbursed from H7 5120.210.

**RE: East Fillmore Over Tannery Brook
PIN 5763.88**

Progress Report No. 12: April 27, 2024 through June 28, 2024

Achievements

- Submit pre-PS&E

Scheduled Statement

- On Schedule for 2024 bidding

Budget Statement

- On Budget

Planned For Next Month

- Final PS&E submission

Items Required

- Quick turnaround of PS&E comments after submission

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 12
Work Period (this est.) FROM 04/27/24 TO 06/28/24		
Payee Name: Foit-Albert Associates 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date <u> / / </u> (completed by SPONSOR)	
	Original Contract Amount	\$194,783.63
	Current Contract Amount (includes thru approved S.A. NO.) RRDA NO. (if applicable)	\$194,783.63

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$158,036.51	
2. Work reported on this estimate	\$5,787.55	
3. Total work reported to date (must equal page 2)	\$163,824.06	
4. Adjustments (Sponsor use only) Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$163,824.06	
7. Previous payments	\$158,036.51	
8. Payment requested or processed	\$5,787.55	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb , do hereby certify that I am Controller of Foit-Albert Associates, PC, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

July 8, 2024

(DATE)



(SIGNATURE)

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
(Name) (Title)

in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

(DATE)

(SIGNATURE)



Architecture. Engineering. Surveying. Environmental.

295 Main Street, Suite 200 / Buffalo, New York 14203 / 716.856.3933 / www.foit-albert.com

LETTER OF TRANSMITTAL

Date: July 8, 2024

Project No. 220227.01

TO: Town of Aurora David Gunner – Dgunner@townofaurora.com Martha Librock – MLibrock@townofaurora.com 575 Oakwood Avenue East Aurora, NY 14052	RE: East Fillmore over Tannery Brook PIN 5763.88
--	--

WE ARE SENDING YOU Attached Under separate cover via _____ the following items:

- Shop drawings
 Prints
 Plans
 Samples
 Specifications
 Copy of letter
 Change order

COPIES	DATE	NO.	DESCRIPTION	ACTION CODE
1	7/08/24	12	Consultants Payment Request	

ACTION CODE:

1 For approval	6 No exceptions taken	11 Return ____ corrected prints
2 For your use	7 Make corrections noted	12 Prints returned after loan to us
3 As requested	8 Revise & resubmit ____ copies for review	13 _____
4 For review and comment	9 Rejected	_____
5 For bids due _____	10 Submit ____ copies for distribution	

Please process for payment.

Thank you,

Email: sdabb@foit-albert.com

COPY TO CENTRAL FILE

SIGNED Scott Dabb, Accounting Manager

50

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

MEMO

TO: Supervisor Snyder and Town Board Members

FROM: Elizabeth Cassidy, Code Enforcement Officer

DATE: July 10, 2024

Richard Mund, a/a/f Alpine Storage LLC has submitted an ODA application for construction of a storage building on his property at 196 Ellicott Rd West Falls. The application has received variances from the Zoning Board of Appeals on June 20, 2024 for a front yard setback, side yard setback and ODA lot area requirements. The proposed building will be placed in line with the existing storage building.

The application should be referred to the Planning Board for their review and recommendation. After the Planning Board's recommendation is returned to the Town Board, public hearings for the ODA, Site Plan, and Special Use Permit applications should be scheduled. A SEQRA determination will need to be made prior to a decision.

This is an Unlisted action for purposes of SEQRA.

Please contact me with any questions.

Thank you,
liz

**ZONING BOARD OF APPEALS
TOWN OF AURORA
DECISION**

RE: APPEAL NO. 1469 (~~Adjourned~~) *FINAL*

A public hearing on the Application of Richard Mund/Alpine Storage LLC (the "Petitioner"), 196 Ellicott Road, PO West Falls, New York (the "Premises"), having been called before the Zoning Board of Appeals in the Aurora Municipal Building, 575 Oakwood Avenue, on the 20th day of June, 2024 at 7:30 p.m., after due notice published in the East Aurora Advertiser as prescribed in Section 267-a, Subdivision 7 of the Town Law and Section 116-9 (F) of the Code of the Town of Aurora.

Present were:

Paul Ernst – Chairman
Davis Heussler
Rodney Simeone
Mandy Carl
Stephanie Morgan

Also Present : Rich Miga – Assist. Code Enforcement Officer
Sheryl Miller – Secretary
Brad Felton – Alternate

Absent : Nancy Burkhardt

The Secretary read the Notice of Public Hearing and the Affidavit of Publication which were duly marked as exhibits herein (Exhibits 1 and 2).

The Petitioner seeks a 49' front yard setback variance, a 36' side yard setback variance, and a 1.04 acre lot size variance for a self-storage building on an Open Development Area lot at 196 Ellicott Road, PO West Falls, New York. The property is zoned C-3.

The Petitioner appeared : He indicated they would like to build another 40' x 120' self-storage building on their flag lot, lining up with the existing self-storage building. The construction type and building materials would match the existing building.

The Chairman told the Board the town did not received any letters of support or opposition.

The Chairman opened the hearing to the public. No one appeared.

At a duly convened public meeting held on the 20th day of June, 2024, after said public meeting, the Zoning Board of Appeals finds as follow :

Findings

1. This is a Type II Action pursuant to Article 8 of New York State Environmental Conservation Law and the regulations promulgated thereunder, Part 617 of the NYS Code of Rules and Regulations (SEQR). This Petition was referred to the Erie County Division of Planning (Exhibit 7).

2. After further discussion, the majority of the Board feels the variance requested will not create an undesirable change in character of the neighborhood which is zoned C-3. The benefit sought by the Petitioner could be achieved by some other method by moving the location to another part of the site, but the board felt this location makes the most sense. The variance is not substantial under the circumstance of a zoned C-3 lot and it will have no adverse effect or impact on the physical or environmental condition of the surrounding rural neighborhood. The landscape and character of the neighborhood will not be affected by this variance request and there will be no negative impact on the surroundings. The variance is not substantial under the circumstances. It is self-created but due to the limited location options, the variance would be an acceptable condition. Lining up the storage buildings makes sense as witnessed at the Board's site visit.

Davis Heussler made a motion to grant a 49' front yard setback variance, a 36' side yard setback variance, and a 1.04 acre lot size variance for a storage building on an Open Development Area lot at 196 Ellicott Road, PO West Falls, New York.

Rodney Simeone seconded the motion.

On a roll call, the vote was:

Paul Ernst	Aye
Davis Heussler	Aye
Rodney Simeone	Aye
Mandy Carl	Nye
Stephanie Morgan	Nye

The motion was carried.

Ayes : 3

Nyes : 2

RESOLVED, that variances applied for by the Petitioners in Application No.1469 be and hereby is granted subject to any conditions set forth herein.

Dated: East Aurora, New York
June 20, 2024


Chairman



TOWN OF AURORA
OPEN DEVELOPMENT AREA APPLICATION

To Be Completed By Applicant

PETITIONER: Name: Richard Mund
Address: 7048 Centex St.
W. Falls NY 14170
Phone: Fax:
E-Mail: @gmail.com

PROPERTY OWNER (if different from petitioner):

Name: Alpine Storage LLC
Address: PO Box 535 West Falls NY 14170 Ph. No. 716-863-0479

PROJECT ADDRESS: 196 Ellicott Rd 186.00-142.2
No. Street SBL No.

PROJECT DESCRIPTION: Erect additional self storage building

Signature of Applicant: [Handwritten Signature]

State of New York)SS:
County of Erie)

On the 30 day of March, in the year 2024, before me, the undersigned, a notary public in and for said state, personally appeared Richard J. Mund, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and they by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Laurie H. Monin
Notary Public

LAURIE H. MONIN
Notary Public, State of New York
Registration No. 01MO6304887
Qualified in Erie County
Commission Expires June 02, 2026

OFFICE USE ONLY:
File #: Number of Lots 1 Total Acreage Zoning
Open Development Area Review Application Fee \$ 1100.00 Receipt # 114580
Materials Received by Town Clerk & Fee Paid
Accepted by [Signature] Date 7/11/2024

TOWN OF AURORA 5 SOUTH GROVE STREET, EAST AURORA, NY 14052
(716) 652-3280 FAX (716)652-3507 www.townofaurora.com

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

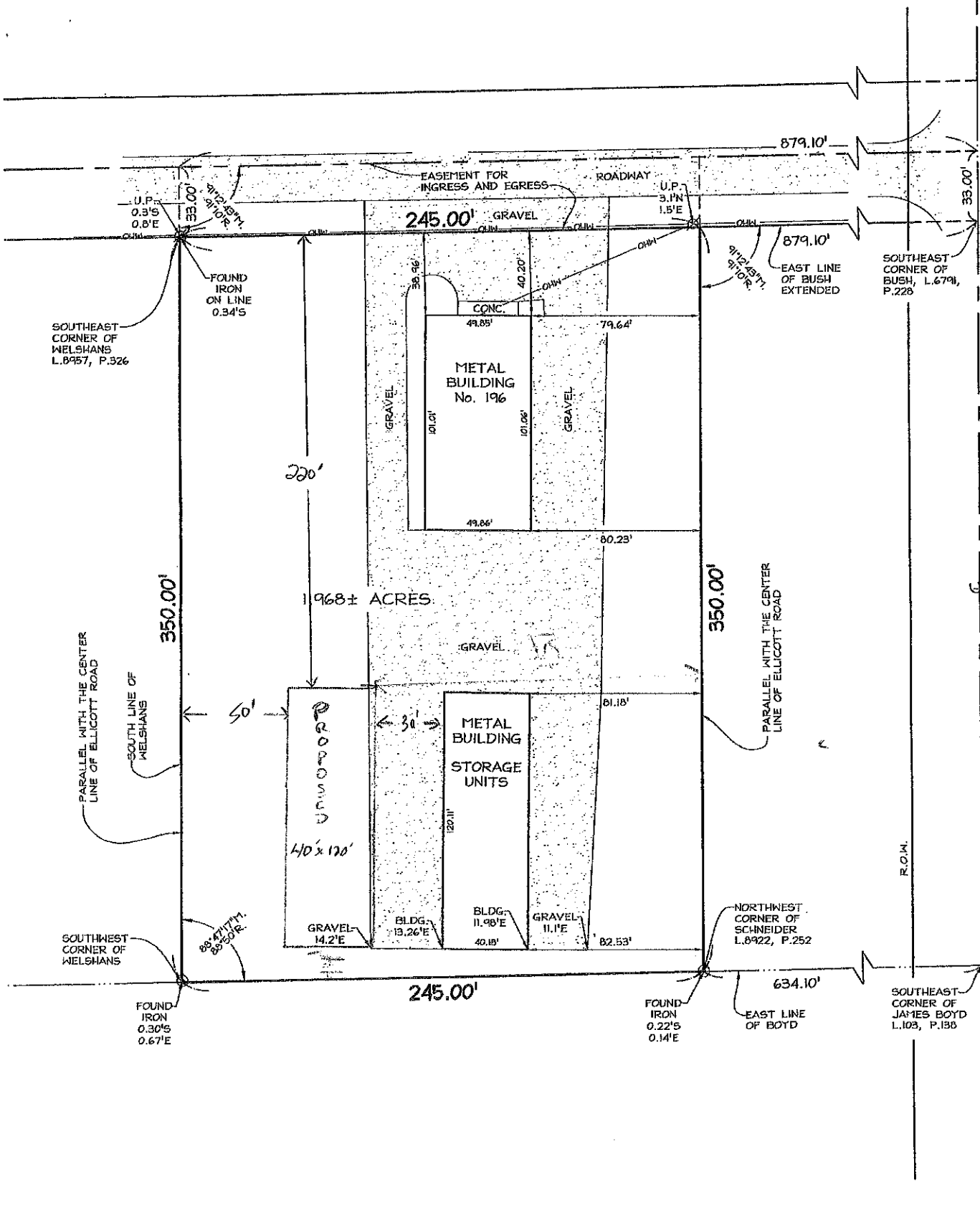
Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available.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

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

Part 1 - Project and Sponsor Information			
Name of Action or Project: <i>New Storage Building</i>			
Project Location (describe, and attach a location map): <i>Alpine Storage</i>			
<i>196 Ellicott Road W. Falls NY</i>			
Brief Description of Proposed Action: <i>Build new 40' x 120' Self Storage Facility</i>			
Name of Applicant or Sponsor: <i>Richard Mund</i>		Telephone: _____	
		E-Mail: _____	
Address: <i>7048 Center St.</i>			
City/PO: <i>West Falls</i>		State: <i>NY</i>	Zip Code: <i>14170</i>
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		<i>1.968</i>	acres
b. Total acreage to be physically disturbed?		<i>.5</i>	acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		<i>1.968</i>	acres
4. Check all land uses that occur on, adjoining and near the proposed action.			
<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____			
<input type="checkbox"/> Parkland			

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

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____ _____ _____	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Richard Mund</u>	Date: <u>3/30/24</u>	
Signature: <u><i>Richard Mund</i></u>		



ELLICOTT ROAD
(56' WIDE)
(ORCHARD PARK - GRIFFIN MILLS ROAD)

NO IRONS SET OR FOUND AT PROPERTY CORNERS UNLESS NOTED HEREON.

509 Main Street, P.O. Box 516, East Aurora, NY 14052
p (716) 655-1058 f (716) 655-1964 www.nussclarke.com

This survey was prepared without the benefit of an abstract of title and is subject to any state of facts that may be revealed by an examination of such.

Unauthorized alterations or additions to any survey, drawing, design, specification, plan or report is a violation of section 7208, provision 2 of the New York State Education Law.



BOUNDARY SURVEY
196 Ellicott Road
Part of Lot 60, Township 9, Range 6
Holland Land Company's Survey
Town of Aurora
County of Erie, State of New York

Thornton A. Kenyon

Date of Survey: 11/2/2020

Scale: 1" = 50'

Project No.: 20J3-0620

TOWN OF AURORA
SITE PLAN REVIEW APPLICATION

Date submitted: 8/15/23

Applicant name: Alpine Storage LLC

Applicant Phone/Email: _____ AlpineStorageUnits@gmail.com

Applicant address: P.O. Box 535 West Falls NY 14170

Property owner: Richard Mond

Owner's address 7048 Center St. West Falls, NY 14170

Property address: 196 Ellicott Road West Falls NY 14170

SBL # (s) 186-00-1-42-2

Prior owner Bruce E. Naebse

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

=====

Proposed Project: 40' x 120' Self Storage Facility

Commercial Multi family _____ Number of dwelling units _____

Zone: C3 Total property Acreage: 1.9 Acreage covered by bldg .11

Square footage of building: 4800 Cubic footage of building: _____

Aggregate square footage of other buildings on property: 9850

Fees, based on number of improved acres*

**Additional professional services, including but not limited to traffic study and SEQRA review, utilized by the Town during the review process shall be borne by the applicant*

0-1 Acres: \$250 1.01-5Acres: \$500 5.01-10 Acres: \$1,000 >10 Acres: \$1,500

Fee: \$ 500.00 250.00 0.00
Receipt: # _____

Received by _____
Town Clerk/Deputy Clerk

SEQOR action: _____ Type I (Long EAF) _____ Type II (Long EAF) Unlisted (Short EAF)

eh

\$100



Town of Aurora Town Board
300 Gleed Avenue, East Aurora, New York 14052

Special Use Permit Application Form

I. PROJECT INFORMATION (Applicant/Petitioner):

Business/Project Name: Alpine Storage LLC
 Business/Project Address: 196 Ellicott Road West Falls, NY 14170
 Applicant Name: Richard Mund
 Mailing Address: P.O. Box 535
 City West Falls State NY ZIP 14170
 Phone 7 Fax _____ Email Alpinestorageunits@gmail.com
 Interest in the property as _____ er/purchaser/developer) Owner

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

Property Owner(s) Name(s) Richard + Nadine Mund
 If a corporate, please name a responsible party/designated officer: _____
 Address _____
 City _____ State _____ ZIP _____
 Phone _____ Fax _____ Email _____

III. SPECIAL USE AND PROPERTY INFORMATION:

Property Address 196 Ellicott Road West Falls, NY 14170
 SBL# 186.00-1-42.2
 Describe Special Use requested (use additional pages if needed):
Self Storage Building

Property size in acres 2 Property Frontage in feet 350'
 Zoning District C3 Surrounding Zoning C3
 Current Use of Property Self Storage Facility
 Size of existing building(s): 9850 sf Size of proposed building(s) 4800 sf
 Present/Prior tenant/use: Self Storage
 Parking spaces: Existing: NA Proposed additional spaces: NA Total #: _____

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

Hours of operation (if applicable):

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	By Appt.
Hours								

Peak hours: _____
 Number of employees (if applicable): Full-time _____ Part-time Seasonal _____

Upon approval of this application, the applicant intends to apply for: (Check all that apply)
 a. Building Permit
 b. Sign Permit _____

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

Richard J. Mund
 Signature of Applicant/Petitioner

Richard J. Mund
 Print name of Applicant/Petitioner

State of New York; County of Erie

On the 16 day of August in the year 2023 before me, the above individual appeared, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

Morgan A. Eaton
 Notary Public

(Notary stamp)

Morgan A Eaton
 Notary Public, State of New York
 Registration No. 01EA6365120
 Qualified in Erie County
 My Commission Expires October 2, 2026

 Office Use Only: Date received: _____ Receipt #: _____

Application reviewed by: _____

TOWN OF AURORA

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

MEMO

TO: Jim Bach & Town Board Members
FROM: Doug Crow, Chairman, Planning Board
DATE: September 11, 2023

=====

The following actions were taken at the September 6th, 2023 meeting of the Planning Board:

Doug Crow states that Alice Brown will be a voting member tonight.

Doug Crow noted that property at 196 Ellicott Rd. is a nonconforming ODA lot.

Doug Crow moved to recommend the town board approve the site plan at 196 Ellicott Rd with the following conditions:

1. Provided the building is moved 40 feet from west lot line to be consistent with the C3 zoning district.
2. A site plan updated to show site grading, topography and building elevation.

Seconded by Tim Stroth

Upon a vote being taken:

ayes – seven noes – one Motion Carried.

Tim Stroth moved to recommend the town board approve the special use permit at 196 Ellicott Rd., for self storage facility.

Seconded by Jeanne Beiter

Upon a vote being taken:

ayes – seven noes – one Motion Carried

Angela Griffs moved to recommend the town board approve the rezoning of 10 acres of VL Olean Rd SBL 176.00-4-25.1, to C2 , as proposed.

Seconded by Chris Contento

Discussion : Doug Crow suggested the Town Board consider rezoning 586 Olean Rd., owned by the county, to C2 in order to make this property contiguous with C2 properties to the north.

Upon a vote being taken:

ayes – seven noes – one Motion Carried