



WS-3

6H

Kenworth Northeast Group Inc.  
100 Commerce Dr.  
Buffalo, NY 14218  
Phone: (716) 852-2800  
Fax: (716) 852-0143

Town of Aurora  
251 Quaker Rd  
East Aurora, NY 14052  
Phone: (716) 652-4050

Prepared for: David Gunner

March 26, 2020

**Customer Quote – Pricing  
Onondaga Pricing Agreement  
Contract # ONGOV-106-19**

**Equipment: 1 2021 Kenworth T370 cab and chassis for installation of a bucket truck body**

2021 T370 Base MSRP	\$91,052.00	
Less 17% base discount	(\$15,478.84)	
Base Chassis Price after discount:		\$75,573.16
Options @ MSRP	\$22,729.00	
Less 15%option discount	(\$3,409.35)	
Option Price after discount:		\$19,319.65
Cab and Chassis sub total		\$94,892.81
KENWORTH DISCOUNT		(\$22,392.81)
<b>Total price for cab &amp; chassis</b>		<b>\$72,500.00</b>
Terex bucket as quoted by Custom Truck (03-16-200)		<b>\$71,033.00</b>
<b>Total truck and equipment price</b>		<b>\$143,533.00</b>

Prepared by: Doug Hughes  
Cell: 716-249-8288  
Email: dhughes@kenworthn

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



WS-4      GE

Mail  
(716) 652-3280  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
**Southside Municipal Center**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

To: Aurora Town Board  
From: Martha Librock, Town Clerk  
Date: August 19, 2020  
Re: AMC Change Order No. 1- Kiercom

Please consider approval of the attached change order for the Aurora Municipal Building to run two (2) plenum cables between the new building and the Senior Center. Per our IT consultant, Nick Fodero, this is a network feed for internet connection.



# KIERCOM



Communications Inc.

August 19, 2020

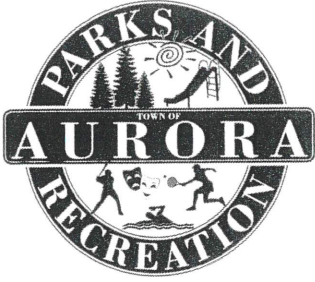
Town of Aurora,

Thank you for contacting Kiercom for your cabling needs. This quote is to run 2 cat6 plenum cables from your server room over to the network cabinet in the senior center. It includes all materials from point to point, labor, testing and labeling. The total cost for this is \$600.00. Please feel free to call me anytime to discuss.

Thank you,  
Michael Kierejewski

ORIGINAL CONTRACT \$ 14,900.  
CHANGE ORDERS-PRIOR \$ 0.  
THIS CHANGE ORDER NO. 1 600.  
NEW CONTRACT SUM \$ 15,500

CO



**Town of Aurora  
Department of Parks & Recreation**

300 Glead Avenue  
East Aurora, New York 14052

recreation@townofaurora.com  
www.aurorarec.com

WS-5  
A+B+C  
CA

To: Town Board  
From: Chris Musshafen  
Date: 8/19/2020  
Re: Community Pool EAST Rental

Approval is requested to for EAST to use the Aurora Community Pool until the end of September. There has been no date set for EAST to use the school's pools and we will be in need of one. The EAST Booster Club has been awarded a grant from USA Swimming and would be able to cover the costs to keep it open longer.

## AGREEMENT

Town of Aurora  
and

Tri Town Aquatic Club

WS SB CB-1

THIS **AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the TOWN OF AURORA, a municipal corporation in the County of Erie and State of New York, with its principal office at 300 Glead Avenue, East Aurora, New York, hereinafter referred to as the "Owner"; and the Tri-Town Aquatic Club, a non-profit swim club, PO Box 431, Elma, New York, hereinafter referred to as "TTAC".

**WHEREAS**, TTAC is duly authorized to operate a competitive USA Swimming Club Swim Team and hold team practices, and

**WHEREAS**, TTAC desires the use of Aurora Community Pool, a premises of the Town of Aurora at 690 South Street, for competitive swimming practice, and

**WHEREAS**, the use of Aurora Community Pool will meet a community need for TTAC for an organized competitive swimming practice program.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the parties hereto, as follows:

1. TTAC is hereby granted use of a single lap lane at the Town of Aurora Community Pool for competitive swimming practice from August 24, 2020 through September 4, 2020, Monday to Friday from 6:00pm to 7:30pm.
2. TTAC will pay the Owner \$125.00 per hour for Tuesday and Thursday use and \$95 per hour for Monday, Wednesday, and Friday.
3. The Owner will provide one (1) supervisor and two to three (2 to 3) lifeguards per day.
4. TTAC shall abide by all rules of the Aurora Community Pool.
5. Use of the Pool shall be governed by any and all New York State Pause restrictions that may be in effect during the Covid19 State of Emergency.
6. TTAC shall provide an endorsement on its general liability coverage naming the Owner as additional insured to the extent of no less than One Million Dollars (\$1,000,000.00) from claims arising from the use of Aurora Community Pool.
7. The Owner has inspected the Community Pool and has determined it proper and fit for its intended use.
8. TTAC hereby agrees to INDEMNIFY AND SAVE HARMLESS, the Town of Aurora (Exhibit A).

**TOWN OF AURORA**

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

Printed Name and Title: \_\_\_\_\_

**Tri Town Aquatic Club**

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

Printed Name and Title: \_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF ERIE ) ss:

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Town of Aurora, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK)  
COUNTY OF ERIE ) ss:

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Tri Town Aquatic Club, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**EXHIBIT A**

**ASSUMPTION RISK WAIVER AND INDEMNITY AGREEMENT**

In consideration of the opportunity to participate in use of the pool area and related activities in the Town of Aurora, the undersigned hereby agrees as follows:

1. Tri Town Aquatic Club (TTAC)(“Participant”) acknowledges and understands that there are risks of injury and damage in use of the pool area and related activities. Such risks include personal injury, death and/or property damage.

2. Participant hereby assumes the risk of any bodily injury, death or property damage that might occur while Participant is participating or engaging in an activity or activities at the pool area in the Town of Aurora.

3. With the knowledge of the foregoing, and as an inducement for the Town of Aurora to allow TTAC to participate, Participant hereby RELEASES AND WAIVES any and all claims or causes of action against the Town of Aurora, its divisions and subdivisions, including but not limited to staff, employees and its agents, for injuries, damages, losses and expenses arising out of Participant’s participation and engagement in any activity on property owned by the Town of Aurora, its divisions and subdivisions.

4. Participant hereby agrees to INDEMNIFY AND SAVE HARMLESS, the Town of Aurora its divisions and subdivisions, including but not limited to staff, employees and its agents, from any and all claims or causes of action which Participant may make or which might be made on Participants behalf by others or which might be made against Participant by others, arising from or related to TTAC participation, including by not limited to death, injury, pain and suffering, medical costs, lost wages, destruction of property, attorney’s fees and legal expenses.

5. This Agreement shall remain valid until revoked in writing with receipt acknowledged by the Town of Aurora, and shall be binding on the Participant’s heir(s), executor(s) and personal representative(s).

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I, AS AGENT FOR TTAC, AM GIVING UP (WAIVING AND RELEASING) ANY RIGHT I AND/OR TTAC MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH WE MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST THE TOWN OF AURORA, ITS EMPLOYEES, STAFF, AGENTS, OR OTHER PARTICIPANTS, FOR ANY INJURIES I OR PARTICIPANTS OF TTAC MIGHT SUSTAIN; AND, THAT I, AS A REPRESENTATIVE OF TTAC, AM INDEMNIFYING AND HOLDING HARMLESS THE TOWN OF THE INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY AFTER CAREFUL REFLECTION.

\_\_\_\_\_  
Tri Town Aquatic Club

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name and title

## AGREEMENT

Town of Aurora  
and  
Hamburg Swim Club

WS-5C 6B-2

THIS **AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the TOWN OF AURORA, a municipal corporation in the County of Erie and State of New York, with its principal office at 300 Glead Avenue, East Aurora, New York, hereinafter referred to as the "Owner"; and the Hamburg Swim Club, a non-profit swim club, 5888 Shamrock CT, New York, hereinafter referred to as "HAMB".

**WHEREAS**, HAMB is duly authorized to operate a competitive USA Swimming Club Swim Team and hold team practices, and

**WHEREAS**, HAMB desires the use of Aurora Community Pool, a premises of the Town of Aurora at 690 South Street, for competitive swimming practice, and

**WHEREAS**, the use of Aurora Community Pool will meet a community need for HAMB for an organized competitive swimming practice program.

**NOW, THEREFORE, IT IS HEREBY AGREED** by and between the parties hereto, as follows:

1. HAMB is hereby granted use of the Town of Aurora Community Pool for competitive swimming practice from August 24, 2020 through September 4, 2020, Monday, Wednesday, and Friday from 5:30pm to 7:30pm and Tuesday and Thursday from 6:30pm to 7:30pm
2. HAMB will pay the Owner \$125.00 per hour for Tuesday and Thursday use and \$95 per hour for Monday, Wednesday, and Friday.
3. The Owner will provide one (1) supervisor and two to three (2 to 3) lifeguards per day.
4. HAMB shall abide by all rules of the Aurora Community Pool.
5. Use of the Pool shall be governed by any and all New York State Pause restrictions that may be in effect during the Covid19 State of Emergency.
6. HAMB shall provide an endorsement on its general liability coverage naming the Owner as additional insured to the extent of no less than One Million Dollars (\$1,000,000.00) from claims arising from the use of Aurora Community Pool.
7. The Owner has inspected the Community Pool and has determined it proper and fit for its intended use.
8. HAMB hereby agrees to INDEMNIFY AND SAVE HARMLESS, the Town of Aurora (Exhibit A).



**TOWN OF AURORA**

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

Printed Name and Title: \_\_\_\_\_

**HAMBURG SWIM CLUB**

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

Printed Name and Title: \_\_\_\_\_

STATE OF NEW YORK)  
COUNTY OF ERIE       ) ss:

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Town of Aurora, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

STATE OF NEW YORK)  
COUNTY OF ERIE       ) ss:

On the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_, \_\_\_\_\_ of the Hamburg Swim Club, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

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

**EXHIBIT A**

**ASSUMPTION RISK WAIVER AND INDEMNITY AGREEMENT**

In consideration of the opportunity to participate in use of the pool area and related activities in the Town of Aurora, the undersigned hereby agrees as follows:

1. Hamburg Swim Club (HAMB)(“Participant”) acknowledges and understands that there are risks of injury and damage in use of the pool area and related activities. Such risks include personal injury, death and/or property damage.

2. Participant hereby assumes the risk of any bodily injury, death or property damage that might occur while Participant is participating or engaging in an activity or activities at the pool area in the Town of Aurora.

3. With the knowledge of the foregoing, and as an inducement for the Town of Aurora to allow HAMB to participate, Participant hereby RELEASES AND WAIVES any and all claims or causes of action against the Town of Aurora, its divisions and subdivisions, including but not limited to staff, employees and its agents, for injuries, damages, losses and expenses arising out of Participant’s participation and engagement in any activity on property owned by the Town of Aurora, its divisions and subdivisions.

4. Participant hereby agrees to INDEMNIFY AND SAVE HARMLESS, the Town of Aurora its divisions and subdivisions, including but not limited to staff, employees and its agents, from any and all claims or causes of action which Participant may make or which might be made on Participants behalf by others or which might be made against Participant by others, arising from or related to HAMB participation, including by not limited to death, injury, pain and suffering, medical costs, lost wages, destruction of property, attorney’s fees and legal expenses.

5. This Agreement shall remain valid until revoked in writing with receipt acknowledged by the Town of Aurora, and shall be binding on the Participant’s heir(s), executor(s) and personal representative(s).

BY SIGNING THIS WAIVER AND RELEASE, I UNDERSTAND THAT I, AS AGENT FOR HAMB, AM GIVING UP (WAIVING AND RELEASING) ANY RIGHT I AND/OR HAMB MIGHT HAVE TO SUE OR MAKE A CLAIM WHICH WE MIGHT HAVE OR WHICH MIGHT SUBSEQUENTLY ARISE OR OCCUR AGAINST THE TOWN OF AURORA, ITS EMPLOYEES, STAFF, AGENTS, OR OTHER PARTICIPANTS, FOR ANY INJURIES I OR PARTICIPANTS OF HAMB MIGHT SUSTAIN; AND, THAT I, AS A REPRESENTATIVE OF HAMB, AM INDEMNIFYING AND HOLDING HARMLESS THE TOWN OF THE INTENT TO GIVE UP THOSE RIGHTS AND PROVIDE THE HOLD HARMLESS AGREEMENT, AND I DO SO KNOWINGLY AND VOLUNTARILY AFTER CAREFUL REFLECTION.

\_\_\_\_\_  
Hamburg Swim Club

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name and title

WS-6 5C

RESOLUTION TO ADOPT CYBER SECURITY  
CITIZEN NOTIFICATION POLICY

WHEREAS, Section 208 of the State Technology Law requires all Towns to adopt a Cyber Security Citizen Notification Policy, and

WHEREAS, the Town has under consideration the adoption of the proposed Cyber Security Citizen Notification Policy, a copy of which is annexed hereto, and

WHEREAS, the terms and provisions of the proposed Cyber Security Citizen Notification Policy have been carefully reviewed by the Town and have been found to comply with the terms and requirements for such adoption.

NOW, THEREFORE, be it

RESOLVED, the Town does hereby adopt the Cyber Security Citizen Notification Policy, and be it further

RESOLVED, that the Town Clerk is directed to permanently file the Resolution and the Policy as adopted.

Duly adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

## CYBER SECURITY CITIZEN NOTIFICATION POLICY

### 1. Compliance with state law.

This policy is consistent with the State Technology Law, § 208. Section 208 requires all local governmental entities to notify an individual when there has been, or is reasonably believed to have been, a compromise of the individual's private information, in compliance with the Information Security Breach and Notification Act and this policy.

### 2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

COMPROMISE OF PRIVATE INFORMATION. The unauthorized acquisition of unencrypted computerized data with private information.

PRIVATE INFORMATION.

A. Personal information in combination with any one or more of the following data elements, when either the personal information or the data element is not encrypted or encrypted with an encryption key that has also been acquired:

- (1) Social Security Number;
- (2) Driver's license number or non-driver identification card number; or
- (3) Account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account.

"Private information" does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

BREACH OF THE SECURITY OF THE SYSTEM shall mean unauthorized acquisition or acquisition without valid authorization of computerized data which compromises the security, confidentiality, or integrity of personal information maintained by the Town of Aurora. Good faith acquisition of personal information by an employee or agent of the Town for the purposes of the Town is not a breach of the security of the system, provided that the private information is not used or subject to unauthorized disclosure.

In determining whether information has been acquired, or is reasonably believed to have been acquired, by an unauthorized person or a person without valid authorization, the Town may consider the following factors, among others:

- (1) indications that the information is in the physical possession and control of an unauthorized person, such as a lost or stolen computer or other device containing information; or
- (2) indications that the information has been downloaded or copied; or
- (3) indications that the information was used by an unauthorized person, such as fraudulent accounts opened or instances of identity theft reported.

TOWN, shall mean the Town of Aurora.

CONSUMER REPORTING AGENCY shall mean any person which, for monetary fees, dues, or on a cooperative nonprofit basis, regularly engages in whole or in part in the practice of assembling or evaluating consumer credit information or other information on consumers for the purpose of furnishing consumer reports to third parties, and which uses any means or facility of interstate commerce for the purpose of preparing or furnishing consumer reports. A list of consumer reporting agencies has been compiled by the State Attorney General and is available upon request to Towns required to make a notification under subdivision two of this section.

### **3. Unencrypted data.**

If encrypted data is compromised along with the corresponding encryption key, the data shall be considered unencrypted and thus fall under the notification requirements.

### **4. Notification of compromise of private information.**

If the Town owns or licenses computerized data that includes private information it shall disclose any breach of the security of the system following discovery or notification of the breach in the security of the system to any resident of the State of New York whose private information was, or is reasonably believed to have been, acquired by a person without valid authorization. The disclosure shall be made in the most expedient time possible and without unreasonable delay, consistent with the legitimate needs of law enforcement, section 5 herein, or any measures necessary to determine the scope of the breach and restore the reasonable integrity of the data system.

If the Town maintains computerized data that includes private information which it does not own shall notify the owner or licensee of the information of any breach of the security of the system immediately following discovery, if the private information was, or is reasonably believed to have been, acquired by a person without valid authorization.

The Town, after consulting with the state Office of Cyber Security and Critical Infrastructure Coordination to determine the scope of the breach and restoration measures, shall notify an individual when it has been determined that there has been, or is reasonably believed to have been, a compromise of private information through unauthorized disclosure.

### **5. Delay of notification possible in criminal investigations.**

Notification may be delayed if a law enforcement agency determines that the notification impedes a criminal investigation. In such case, notification will be delayed only as long as needed to determine that notification no longer compromises any investigation.

### **6. Methods for notification.**

The Town will notify the affected individual. Such notice shall be directly provided to the affected persons by one of the following methods:

A. Written notice;

B. Electronic notice, provided that the person to whom notice is required has expressly consented to receiving said notice in electronic form and a log of each such notification is kept by the Town who notifies affected persons in such form; but that in no case shall any person or business require a person to consent to accepting said notice in said form as a condition of establishing any business relationship or engaging in any transaction;

C. Telephone notification, provided that a log of each such notification is kept by the Town which notifies affected persons; or

D. Substitute notice, if the Town demonstrates to the State Attorney General that the cost of providing notice would exceed \$250,000, or that the affected class of subject persons to be notified exceeds 5,000, or the Town does not have sufficient contact information, substitute notice shall consist of all of the following:

- (1) E-mail notice when the Town has an e-mail address for the subject persons;
- (2) Conspicuous posting of the notice on the Town's web site page, if the Town maintains one; and
- (3) Notification to major state-wide media.

#### **7. Contents of notice.**

Regardless of the method by which notice is provided, such notice shall include contact information for the Town making the notification and a description of the categories of information that were, or are reasonably believed to have been, acquired by a person without valid authorization, including specification of which of the elements of personal information and private information were, or are, reasonably believed to have been so acquired.

#### **8. Notification to State and consumer reporting agencies.**

In the event that any New York residents are to be notified, the Town shall notify the State Attorney General, the Consumer Protection Board and the State Office of Cyber Security and Critical Infrastructure Coordination as to the timing, content and distribution of the notices and approximate number of affected persons. Such notice shall be made without delaying notice to affected New York residents.

#### **9. Notification of more than 5,000 residents.**

When more than 5,000 New York residents are to be notified at one time, then the Town shall notify the consumer reporting agencies, as that term is defined in the State Technologies Law § 208, as to the timing, content and distribution of the notices and the approximate number of affected individuals. This notice, however, will be made without delaying notice to the individuals.

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



5A

TOWN CLERK  
Martha L. Librock  
(716) 652-3280  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
**Southside Municipal Center**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

To: Aurora Town Board  
From: Martha Librock, Town Clerk  
Date: August 20, 2020  
Re: AMC Contractor Payments

Please approve the following payments for the Aurora Municipal Center Project. All of the payment applications have been reviewed and approved by Fontanese Folts Aubrecht Ernst Architects:

- Payment No. 10 to Mollenberg-Betz Inc. thru 7/31/20 for the Plumbing contract: \$18,900.90
- Payment No. 15 to Industrial Power & Lighting thru 7/31/20 for the Electrical contract: \$18,341.11
- Payment No. 15 to Telco Construction, Inc. thru 7/31/20 for the General-Site Work contract: \$381,533.40



OFFICE OF  
**THE HISTORIAN**  
*Town of Aurora & Village of East Aurora, New York*

6C

20<sup>th</sup> August, 2020

**TO:** The Town Board

**FROM:** Robert Goller, Historian *RGH*

**RE:** Surplus of Exhibit Cases

Volunteers and I have cleared out the five display cases in the Historian's Office, in preparation for the move. Because the museum items that were displayed in these cases will now be displayed in the large exhibit case outside the Historian's Office at the new Municipal Center, the town and the Historical Society will no longer have any use (or the space) for these cases. They date from the early 1970s, when the original Town Museum opened at South Grove Street.

After consultation with Supervisor Bach, I request that the Town Board declare these cases surplus.

I have inquired to area historical organizations to see if there would be an interest. Otherwise, our plan would be to auction them.

Photographs of the cases are attached.



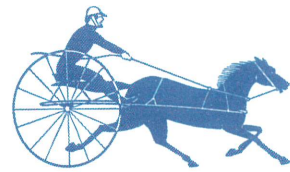
The Southside Municipal Center, 300 Gleed Avenue, East Aurora, New York 14052  
[www.townofaurora.com/departments/historian](http://www.townofaurora.com/departments/historian)  
[historian@townofaurora.com](mailto:historian@townofaurora.com)  
716-652-7944











OFFICE OF  
**THE HISTORIAN**

*Town of Aurora & Village of East Aurora, New York*

GD

12<sup>th</sup> August, 2020

**TO:** The Town Board

**FROM:** Robert Goller, Historian *RG*

Please kindly accept a \$50.00 contribution from Bonnie B. Zimmer toward the ongoing effort to digitize documents in the archives. The funds will be deposited in TA-1000.84, Historian Digitization.

This contribution, along with \$1,025.00 still remaining in the fund, will be used in the coming months to digitize additional newspapers.



The Southside Municipal Center, 300 Gleed Avenue, East Aurora, New York 14052

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

[historian@townofaurora.com](mailto:historian@townofaurora.com)

716-652-7944



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



GF

TOWN CLERK  
Martha L. Librock  
(716) 652-3280  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
**Southside Municipal Center**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: August 20, 2020

Re: Contractor Payment – 113 King St. demolition

Please consider approval of payment to Geiter Done of WNY, Inc. in the contract amount of \$14,700 for the demolition of 113 King Street. Bryan Smith, Clerk of the Works, has approved the work that was done.

Geiter Done of WNY, Inc.  
 300 Greene Street  
 Buffalo, NY 14206  
 (716) 895-8121

# Invoice

Date	Invoice #
8/17/2020	82511MHJR

<b>Bill To</b>
<b>Town Of Aurora</b> <b>300 Glead Avenue</b> <b>East Aurora, NY 14052</b> <b>ATTN: Martha Librock</b>

P.O. No.	Terms	Project
113 King Street	Net 30	

Quantity	Description	Rate	Amount
	Demolition of 113 King Street Per Specs	14,700.00	14,700.00
	New York Sales Tax	8.75%	0.00

<b>Phone #</b>	<b>Fax #</b>
(716) 895-8121	(716) 895-8129

<b>Total</b>	\$14,700.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$14,700.00

**IF PAYMENT HAS ALREADY BEEN MADE, PLEASE DISREGARD THIS INVOICE.**

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



66

Town Clerk  
Martha L. Librock  
(716) 652-3280  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
**Southside Municipal Center**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: August 19, 2020

Re: Foit-Albert Payment – Whaley Avenue Bridge project

Please consider approval of payment to Foit-Albert in the amount of \$17,000.00 for professional services rendered from February 1 to August 4, 2020 for the Whaley Avenue bridge replacement project. Funds will be disbursed from H7 Village Bridges capital project.

*Whaley Brook*



**Invoice**

August 4, 2020  
Project No: 20011.00  
Invoice No: 20011.00-1

Buffalo  
295 Main St.  
Suite 200  
Buffalo, NY 14203  
716.856.3933  
  
Albany  
435 New Karner Rd  
Albany, NY 12205  
518.452.1037  
  
New York City  
215 West 94th St.  
Suite 517  
New York, NY 10025  
212.372.4813

Mr. Dave Gunner  
Highway Superintendent  
Town of Aurora  
251 Quaker Road  
East Aurora, NY 14052

Replacement of Whaley Drive Culvert, East Aurora  
Terms: Net 30

**Professional Services from February 1, 2020 to August 4, 2020**

**Fee**

Total Fee	17,000.00		
Percent Complete	100.00	Total Earned	17,000.00
		Previous Fee Billing	0.00
		Current Fee Billing	17,000.00
		<b>Total Fee</b>	<b>17,000.00</b>
		<b>Total Due This Invoice</b>	<b><u><u>\$17,000.00</u></u></b>

Please do not hesitate to contact me should you have any questions regarding this invoice or any of the services performed to date.

Cordially yours,

Scott W. Dabb  
Accounting Manager

7A

TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION  
**DIRECTOR'S REPORT**  
MONTH OF: JULY 2020

**ADMINISTRATIVE:**

Reports:

- We have 13,491 members registered in our recreation system
- We had 592 individual program registrations in the month of July
- We generated \$25,179 in sales for July
- Credit card purchases totaled 68% (90% on-line, 10% office)
  - 2019 to 2020 comparison:
    - Total sales from 1/1/19 – 7/31/2019                      \$152,260
    - Total sales from 1/1/20 – 7/31/2020                      \$104,830

Hamlin Park Day Camp opened up at the beginning of the month along with several of our sports program. Elaine and Francis did a great job of running our programs down there while keeping our campers and staff safe. Campers and parents were great about checking in and staying safe the entire day. Many thanks to Donna for allowing the camp to use the senior center to have an additional location to the day and allowing our campers to spread out even more.

The Aurora Community Pool opened at the beginning of the month as well. Our patrons have been so grateful that we were able to open this month especially with the temperatures in the 90s. Our new pool schedule has been working out quite well. We close the pool down for 30 minutes every hour and a half to clean all commonly touched surfaces. Our patrons have been great about leaving the pool area for these procedures. This has also been able to get swim teams in the area to rent out the pool during unused pool time. This has greatly helped cover our normal pool expenditures.

After 3 months out of the water, EAST has begun practices. It was amazing to see all of our athletes again and get them back in the water. Our parents, athletes, and coaches have been so appreciative of pool access and love getting back in the pool. Our athletes have been great about wearing their masks and social distancing around the pool deck and in the water.

The EAST Booster Board applied and received a grant from USA Swimming to help cover costs during COVID. Our plan is to use it to rent pool time in the event that we would not be able to use EA School's pools.

Submitted by: Chris Musshafen, Director of Recreation and Aquatics



7B

MONTHLY REPORT FOR TOWN BOARD, TOWN OF AURORA FOR July 2020

\*see attached fee report for permits issued\*

\$ 14,554.87	July 2020 Fees
\$ 63,543.85	Current Year Total Fees through July 2020
\$ 80.00	Monthly Zoning Compliance letter fees (\$ YTD total)
\$ 73,335.84	Total Fees through July 2019

INSPECTIONS COMPLETED:

For Building Permits:	97
For Fire Safety:	20

NOTICES SENT:

Permits Expiring Soon:	11
Permit Expired:	16
Violations:	4
2 <sup>nd</sup> Notice Violations:	1
Fire Violations:	6
Zoning Comp Letters:	2
General Letters:	3
False Alarm Notices:	6
FA 2 <sup>nd</sup> Notice:	1
FA Final Notice:	0

ZONING BOARD OF APPEALS:

New Hearings:	4
Req to Amend:	0
Adjourned:	0
Review:	0
Decisions:	0

<u>JCA CASES:</u>	0
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7C

## **Town of Aurora Senior Center Reopening Safety Plan**

**Prepared by Donna Bodekor**

To prepare this document I referred to the NYS Forward Safety Plan Template as well as the guidelines set forth by the CDC and the Erie County Health Department. Obviously, the HEALTH AND SAFETY OF THE STAFF AND SENIOR PARTICIPANTS AT THE SENIOR CENTER WAS MY FOCUS as I was drafting this plan. This plan sets forth minimum guidelines that will be followed by the Director and Staff of the Town of Aurora Senior Services Department as we reopen the Senior Center to the public.

Since there are still so many unknowns and we are still being told the elderly are the most vulnerable to this virus, we cannot be hasty or careless as we reopen to the public. After much discussion with Senior Center staff and a few different ideas for timelines, we have settled on Tuesday Sept. 8, 2020 as our target date to reopen to our members,

We really want to make sure seniors coming to the Senior Center have a good experience – as close to what they were used to prior to this pandemic. We feel the extra time is worth the anticipated better experience and more normal interactions at our center.

Much work will need to be done by Senior Center staff to get the word out to our members that we will be reopening. Through our email list, the Town's website and word of mouth, we will let the public know that they can return to our Senior Center. We will also be informing everyone about our new operating procedures.

**Our success on opening up safely and continuing to offer programs and activities for our community's older adults GREATLY DEPENDS ON THEIR COOPERATION. Our staff cannot manage this on our own. We will need all our senior center guests to cooperate with us and adhere to our new guidelines.**

This safety plan is a work in progress and will be modified as needed and as new information is available to us.

## **Office Staffing**

- Director will review CDC health screening guidance questions with staff. Before beginning work each day, Senior Center Employees should confidently answer “NO” to these three questions or they should NOT report to work: (1) Have I experienced any of the COVID19 symptoms in the past 14 days? (2) Have I tested positive for a COVID-19 test in the past 14 days? (3) Have I come in close contact with anyone with a confirmed or suspected case of COVID-19 in the past 14 days?
- Thermometers will be provided so staff will be able to check their temperatures before they begin their shift. Anyone with a fever over 100.00 will be directed to go home.
- Any office personnel who are sick, coughing, or have a fever shall not return to work until after they have been fever free for at least 72 hours without the aid of medication.
- Office staffing will be based on health community guidance and Executive Orders from the Governor’s Office.
- When any staff is returning to the workplace, the Senior Center Director will be responsible for safety training on the use of personal protective equipment and cleaning procedures.

## **Public Access to Interior Office Space – Employee Only Areas**

- No members of the public are allowed in any employees work area, with the exception of Building Maintenance when requested by the Director.

## **Personal Protective Equipment**

- Each employee shall always have immediate access to a personal or town-supplied face covering while at work.
- Face coverings will be worn while passing through common public areas, hallways, or interacting with the public.
- If the department head deems it necessary to wear the face covering while moving around in the internal office space, then it shall be worn.
- If the employees are working at their assigned workstations they are not required to wear the face covering if they are at least 6 feet apart or have a barrier.eg. cubicle.
- Gloves of any kind shall NOT be required to be worn by staff unless their job description requires it or unless using sanitizing products that require them.
- While any staff or volunteers are handling money there will be gloves available to them and they will be encouraged to wear them.
- Staff members shall use proper hygiene methods after every interaction with the public.

## **Workstation Cleaning**

- The cleaner will not clean individual workstations or desks.
- Prior to commencing work, employees are required to utilize an approved disinfectant cleaner/sanitizing wipe to wipe down their entire workstation surface and touch points. Included in the wipe down: desk top, keyboard, mouse/pad, wrist pad, phone buttons/receiver/headset, stapler, tape dispenser, chair arms. DO NOT DIRECTLY SPRAY your keyboard, mouse phone buttons or any operational technology.
- To accommodate daily cleansing of work space, desk tops are to be cleared of all personal items. (these items may be stored inside desk)

## Building Usage

- Use of facemasks required at all times inside the building.
- While passing through common public areas, hallways or interacting with the public, the face covering shall be worn.
- Only the front entrance will be utilized to allow the entry of members. This will allow the staff to regulate the allowable capacity and verify appointments; ask the necessary required questions upon entering the facility.
- Upon and event of necessary evacuation all entry doors are accessible to open for exiting the building.
- All activities at the center are to be made by appointments only. All appointments will be in two hour intervals. This will allow everyone the opportunity to utilize the center in some capacity. Implementing these guidelines allows the staff to control the amount of members entering the building at all times; along with verify they are practicing the required safety measures by the CDC and Local Government. The center will allow the suggested amount of seniors to enter the building for socialization while, practicing the 6 feet distancing guidelines provided by the CDC and Local government at all times.
- To make appointments staff will only take verbal, not voice messages or emails. Appointments need to be done only the day prior of request by 3:00pm. Time frames will be 9:00am -11:00am, then 12:00pm-2:00pm daily. This is for anyone to utilize the center for just socialization! Again this will be enforced every day for the limited amount of people to be in the center. Appointments will be necessary for fitness center usage. Fitness room time slots will be scheduled every hour starting at 8:00am lasting 45 minutes. This will allow time in between to clean and sanitize the machines.
- Social distancing of 6 feet is required at all times. Must use hand sanitizer or wash hands upon entering building and during the time in the center, then when exiting the building. Upon entering the building, you will be asked a series of questions which was provided by the CDC. Staff will then verify, you have in fact called and made an appointment to be at the center. NO WALK-INS.
- Limited number of people in the building (number determined by CDC guidelines, along with the size of the centers rooms need to considered also for capacity size).
- Markings may be placed on the floor, 6 feet apart, in areas where it is necessary to control public interaction.
- Large gatherings and trips, social excursions postponed until 2021.
- Congregate dining postponed until 9/8/20.
- All indoor classes are postponed until 9/8/20
- Speakers are postponed until 10/1/20.
- Bingo, cards, workshops, and any other activity not mentioned postponed until fall.
- AARP driving safety course classes postpone until after the New Year 2021 provided by AARP.

- Exercise equipment – only #4 people allowed in the room at a time, must maintain 6 feet apart. We will tape off every other machine and machines must be wiped down before and after every use by the patron.

## **Senior Nutrition Program**

- Congregate Dining will resume once Erie County Senior Services has a plan in place and the Senior Center Director reviews that plan. New York State's Office for the Aging oversees the guidelines for the Senior Nutrition Program and they will give Erie County Senior Services direction on policies/procedures.
- As of 6/30/20, the County contacted me to say they are hoping to bring back the congregate dining in some way on or about August 3, 2020 but reopening times in all nutrition site locations will be dependent on the time lines of those host sites. We are planning to open our Senior Center on Sept. 8, 2020

## **Bathrooms**

- Everyone is responsible for CLEANING the bathroom after utilizing! All necessary supplies will be provided by the center for proper cleaning. Sink, toilet and paper towel dispenser are the items to be properly cleaned.
- The cleaner shall clean all common public touch points at least twice per day during the regular operating hours of the facility. Any additional cleaning needed will be done after the facility is closed to the public.
- Common touch points shall include but not be limited to doors, doorknobs, hand railings, door push plates, public countertops, window sills, handles of sinks and toilets, light switches and the walls around the light switches and electronic door buttons.

## **Deliveries to Senior Center**

- Whenever possible, deliveries will be scheduled.
- A log in book to aide in contact tracing will be kept in staff office. (regarding deliveries)

## **Discipline Actions**

- Anyone that has been witnessed not adhering to the regulations will be escorted off the premises for that day. If continued violation of the regulations the individual will be notified, that to be able to return to the center... they must abide all regulations.
- In the event of anyone has been diagnosed for COVID-19, the Director of the center will notify the State Health Department and Supervisor of Town of Aurora.

**Sign** Donna Bodden