



WS-2      GA

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

**MEMO**

To:            The Town Board

From:        Elizabeth Wilber, Secretary to the Supervisor

Re:            Electric Vehicle Charging Stations (Charge Point) Driver Fees

Date:         July 30, 2021

The Town of Aurora has offered Electric car drivers free electricity for almost 4 years. The Town initially received money & a 3 year free iCloud software subscription. In order to reduce the overhead costs for electricity for the Town I recommend a fee structure to be approved by the board.

The Town currently pays \$.06 a kwh plus an iCloud software at \$658 (\$329 a unit) a year to run the charging stations. By 12/31/2021 the stations have to be upgraded to 4G at a cost of \$325 for modem & \$400 to install in order to continue to use. *plus \$15/h.*

For your information, the average cost in Erie County for EV drivers is \$.15 per kwh.

While researching what other municipalities and businesses charge my recommendation is that the Town start to charge \$.15 per kwh energy fee as well as a charging fee that will be free while charging but 15 minutes after charging stops a fee of \$2.00 an hour will be charged. Also to note, Charge Point has a 10% calculating fee which I have included within the total cost.

revised  
WS-3      GB

Application # \_\_\_\_\_

Fee Paid Refund

Application Fee \$25.	_____	_____
Permit Fee \$15.	_____	_____
Security Deposit \$200.	_____	_____
Per Day Event Fee \$200.	_____	_____

## Application For Temporary Use Permit

### Neil and Barb Chur Equestrian Park, Soccer Field and/or Polo Field At Knox Farm State Park

Submit applications to: Town of Aurora Parks and Recreation 300 Glead Ave East Aurora, NY 14052  
Telephone (716) 652-8866 Fax: (716) 652-5646

**ALL REQUESTS MUST BE MADE NO LESS THAN 60 DAYS IN ADVANCE OF EVENT/USE.**

1. Name of Organization: East Aurora High School – Cross Country
2. Individual Responsible for this request: Walt McLaughlin
3. Address: East Aurora Schools- 430 Main St. East Aurora, NY
4. Telephone number: [REDACTED]
5. Fax: \_\_\_\_\_
6. Email Address: W [REDACTED]
7. Date(s) of event Event 9/11/21 - Set up 9/10/21
8. Hours of use including set up/take down: Start 7:00 am/pm End 6:00 am/pm
9. Description of the event or use: 2021 Knox Cross Country Invitational
10. Specific area(s) requested, map attached  
\_\_\_\_\_ Soccer  Polo Field  Equestrian Park  Other:  
Wooded trails on North side of Knox Road.
11. Specific equipment to be brought in to park:  
Porta johns, concession tent, 10x10 team tents
12. Need: Water \_\_\_\_\_ Electric
13. Estimated attendance: 1000 including spectators
14. Will food or drinks be served?  If yes, describe: concessions stand
15. Will there be sound amplification or music or a band(s)?  If yes, describe:  
Pa system to make announcements.
16. Other services requested (describe):  
Close Knox Road between Gypsy Lane and Gray Street for safety and bus parking.

\_\_\_\_\_ NYS Park Police\* \_\_\_\_\_

\*applicant is responsible for contacting East Aurora Police Department if race involves Village/Town streets

\_\_\_\_\_ Parks and Recreation Department \_\_\_\_\_

17. Do you intend to use the main part of Knox Farm State Park between Buffalo Rd, Willardshire Rd., and Knox Rd.?   x   If yes, you must request a permit from NYS Parks and Recreation. Contact their office at 716-549-1802: 1 mile of Wooded trails

(Provide drawings describing location, size and text of all proposed signs for this event to the Town of Aurora Building Department, 300 Gleed Ave. Approved signs may be erected 30 days prior to the event and must be removed immediately after same.)

I make this application and agree to abide by the Guidelines for Use of Barb and Neil Chur Equestrian Park, Soccer Fields and/or Polo Field

Walter McLaughlin  
Signature of Applicant

7/12/21  
Date

Official Use Only Below this Line-----

Event: \_\_\_\_\_

Attachments submitted:

\_\_\_\_\_ Indemnification Agreement

\_\_\_\_\_ Certificate of Insurance

\_\_\_\_\_ Map with area(s) requested to be used indicated

\_\_\_\_\_ Copy of application for sign permit, if applicable. (Upon application approval, copy of approved sign permit must be filed with the Town Clerk NO LATER THAN 5 days prior to scheduled event.)

\_\_\_\_\_ Copy of this application to NYS Parks and Recreation c/o Evangola State Park

Application  Recommended or  Not recommended  
by Department of Parks and Recreation

**Action by Town Board:**

The Town Board, upon review of the application request # \_\_\_\_\_ submitted by \_\_\_\_\_ (organization or individual) took the following action, with or without conditions (as applicable) and noted below:

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervisor Signature

Denied: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervisor Signature

**Conditions:**

\_\_\_\_\_ Police Department approval

\_\_\_\_\_ Highway approval

\_\_\_\_\_ Building Department approval

\_\_\_\_\_ Requesting organization shall attach a completed Certificate of Insurance with Minimum Limits to include public liability coverage with limits of \$1,000,000 each occurrence; property damage insurance with limits of \$1,000,000 each occurrence. Policy shall be endorsed to include the Town of Aurora as an additional named insured.

\_\_\_\_\_ Requesting organization shall submit an Indemnification Agreement signed by authorized applicant or officer of company and duly notarized.

\_\_\_\_\_ Other

\_\_\_\_\_  
\_\_\_\_\_

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



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

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

### Indemnification Agreement


#### Neil and Barb Chur Equestrian Park, Soccer Field and/or Polo Field

To the fullest extent permitted by law, I/We shall indemnify and hold harmless the Town of Aurora and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of our work under this contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting there from but only to the extent caused in whole or in part by negligent acts or omissions of our organization, anyone directly or indirectly employed by us or for anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to otherwise exist as to a party or person described in this paragraph.

  
Authorized Applicant or Officer

State of New York )  
County of Erie )

Subscribed and sworn to before me this 12<sup>th</sup> day of July, 2021.

  
Notary Public

SHERYLA. MILLER  
Reg. #01MI6128663  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires June 13, 2025

Qualified in Erie County, New York  
My commission expires: June 13, 2025

# KNOX FARM STATE PARK

## 3.1 Mile (5K) XC COURSE

EAST AURORA, NY

- MILE 1 \_\_\_\_\_
- MILE 2 \_\_\_\_\_
- MILE 3 \_\_\_\_\_

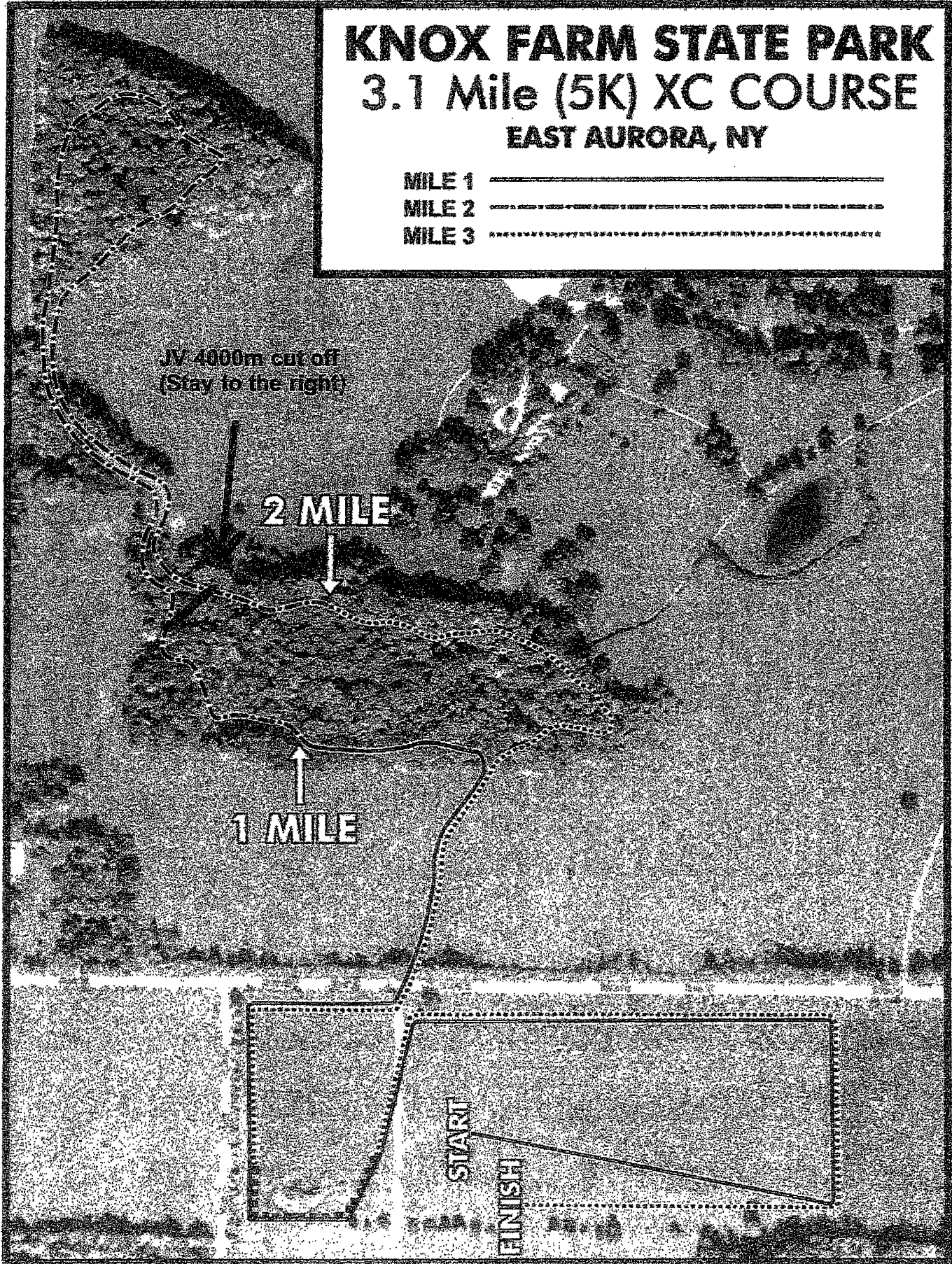
JV 4000m cut off  
(Stay to the right)

2 MILE

1 MILE

START

FINISH



# KNOX PARKING MAP

Buses/Handicap/Officials  
Use Willardshire to Knox Rd Entrance.

No Parking at the Buffalo Rd  
/Barn/Dog Park Entrance-  
Parking Lot or at the Main  
House Entrance Parking Lot.

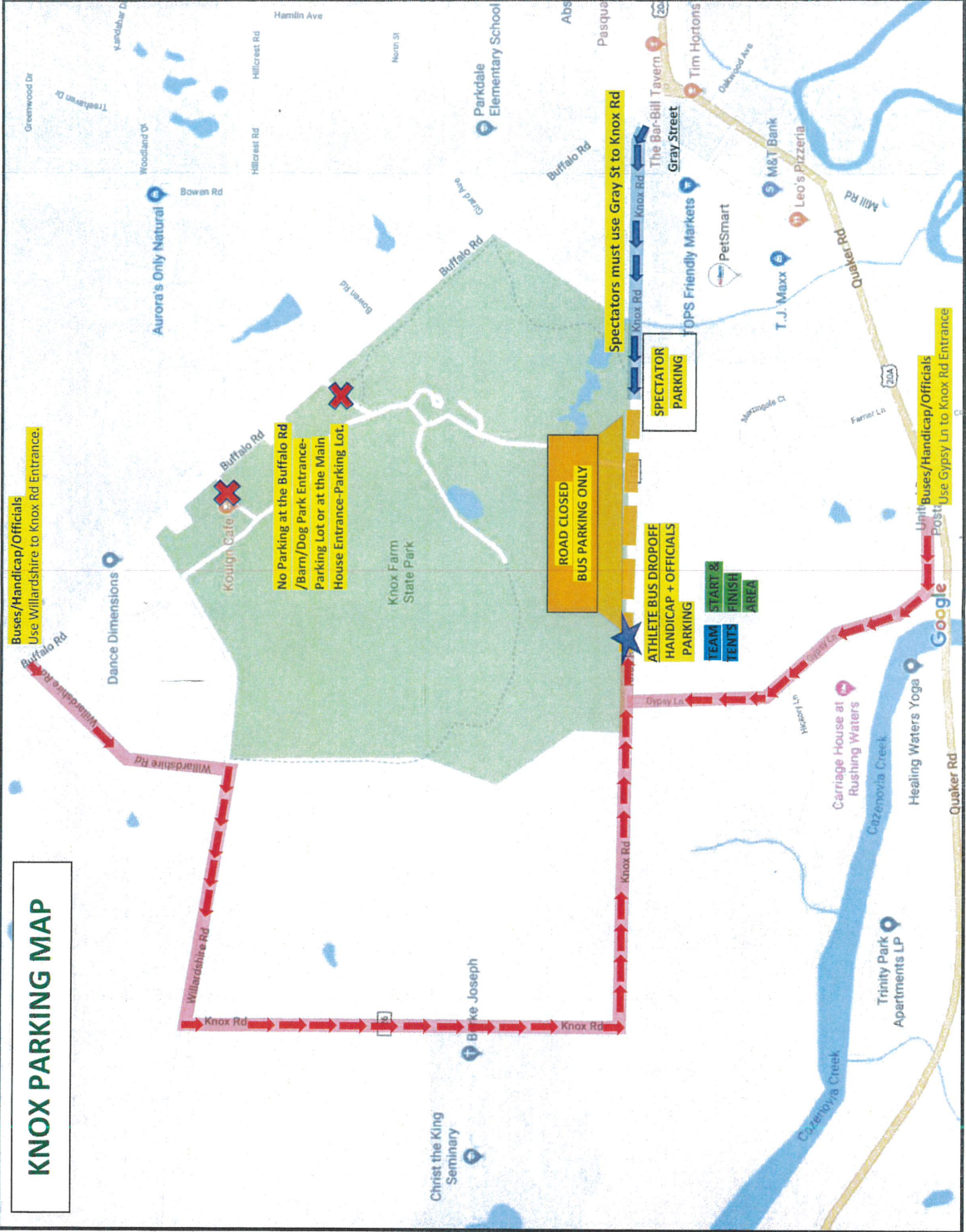
ROAD CLOSED  
BUS PARKING ONLY

ATHLETE BUS DROPOFF  
HANDICAP + OFFICIALS  
PARKING

TEAM  
TENTS  
FINISH  
AREA

Spectators must use Gray St to Knox Rd

Unit Buses/Handicap/Officials  
Post Use Gypsy Ln to Knox Rd Entrance



# Knox Cross Country Invitational

Saturday, September 11th, 2021

## Traffic and Parking Plan

As part of the overall Knox Cross Country Invitational plan, the event will ensure the efficient movement of traffic (spectators and athletes) on Knox Road, trails off of the North side of Knox Road, and on the soccer and equestrian areas of Knox Park on the South side of Knox Road. To facilitate this and to manage the traffic (spectators and athletes) generated by this planned event, this Traffic and Parking Management Plan has been produced.

### **Background**

The East Aurora Knox Cross Country Invitational began in 2008 and was last hosted in September, 2019. High School Cross Country Teams from New York, Pennsylvania, and even Canada have attended in the past. The event is sanctioned through the NYSPHSAA and was the Pre-Section 6 Championship Meet event in 2019. The event utilizes Knox Road from Gypsy Lane to Gray Street, the trails on the North side of Knox Road in Knox State Park, as well as parking, soccer, and equestrian areas on the South side of Knox Road in Knox State Park.

This plan anticipates that as many as 2,000 people, athletes and spectators traveling in school busses and cars, will be attending the event on Saturday morning and early afternoon. Parent spectators, event staff, and athlete participants will be directed to enter the village and park in specific areas to lessen the traffic impact on the Village roadways and minimize congestion within the Village. The 2021 plan has been submitted to and will be reviewed by the Town of Aurora and East Aurora Police Department. The intent of the plan is to minimize traffic congestion, provide sufficient facilities and signage to maintain safety, and to cope appropriately with the traffic that will be generated.



# Traffic and Parking Management Plan

## 1. The Event and the Organizers

- 1.1. The event will be held at Knox Farm State Park on September 11, 2021 rain or shine.
- 1.2. Maps of the 5K course and parking map are attached
- 1.3. Timing of the event is as follows: Saturday, 7:00AM-3PM: Host Invitational
- 1.4. Set-up of 5K course and parking lots will begin on Friday PM, September 10, 2021. Clean up will be completed Saturday, September 11, 2021

## 2. Planning

- 2.1. We are working with the Highway Superintendent, David Gunner, and the EAPD on parking plans to accommodate all parking needs.
- 2.2. To minimize any issues with the predicted traffic volume, steps will be taken to communicate to and to direct all participating schools and associated spectators, including handicapped spectators and event personal, the approved traffic flow routes and required parking.
  - 2.3.1 Peak school bus volume will be Saturday prior to starting the races, 7:30 AM-9:00 AM, and again at the end of event, 12:00 PM-1:00 PM, for egress.
  - 2.3.2 Spectator car volume will be greatest Saturday from 8:30 AM until the end at 1:00 PM.
  - 2.4.1 Spectator parking will require the use of the East lot at 150 Knox Road with overflow using some of the grass parking in that area.
  - 2.4.2 School busses will utilize Knox Road from Gypsy Lane to the East soccer field lot with all busses facing East, entering only from Gypsy Lane or Willardshire Road to the designated area on Knox Road which will be closed for the duration of the event.
  - 2.4.3 Handicapped and Event Staff vehicles will only enter the Equestrian Area from Gypsy Lane or Willardshire Road to the Knox Road entrance.
- 2.5. Route plan will be highly advertised to all participating school districts, on entry forms as well as socials and the EAUFSD website.
- 2.6 As per request of the Knox State Park Staff, the Buffalo Road entrances of Knox State Park will not be utilized for this event. Signs will designate spectators to use the Gray Street to Knox Road parking and school busses to use either the Willardshire Road/Knox Road route or 20A/Gypsy Lane/Knox road route.

### **3. Emergency Access**

3.1. An athletic trainer will be on location for the duration of the event.

3.1.2 An ambulance will be on-call for the duration of the event. Ingress and egress will be via the Gypsy Lane/Knox Road or Willardshire Road/Knox Road to the Equestrian Area entrance on Knox Road.

3.2 All emergency communication is planned and coordinated with East Aurora Police Department and East Aurora Fire Department.

### **4. Traffic**

4.1. 'No Parking' signage will be in place on Knox Road West of Gypsy Lane, and on Gypsy Lane near Knox Road. Directional signs will be placed at the Main Street traffic circle, at the corner of Gray Street/Knox Road, and on Buffalo Road. Signage will also be placed on Willardshire/Buffalo Road, Willardshire/Knox Road, Gypsy Lane/20A. Cones will be placed near the corner of Knox and Gypsy Lane as well as on Knox Road between Gray Street and the designated spectator parking lot on Knox Road.

4.2. Traffic guards will be situated on Knox Road/Gypsy Lane, at the Equestrian Area driveway on Knox Road, and at the spectator parking lot entrance on Knox Road.

4.3 There will be a designated turnaround area in the spectator parking lot for divers needing to leave parking lot and travel back toward Gray Street.

4.4 Traffic will not be permitted to travel West past the spectator parking lot on Knox Road.

4.5 Wood barricades will be placed by Town of Aurora on Saturday morning (7:00 AM) on the side of Knox Road near Gray Street, on the side of Knox Road west of Woodside Road (west of the driveway to 148 Knox), on Knox Road at the spectator parking lot entrance, on Knox Road just East of Gypsy Lane. Barricades will remain in place until all traffic from the event parking lot is completely cleared at approximately 1:30 PM. All bus and spectator traffic will exit to the East on Knox Road going toward Gray Street. The time to move the barriers will be coordinated with the East Aurora Police Department and Highway Superintendent.

4.6 Knox Road will be closed from the Gray Street to Gypsy Lane through Erie County permitting during event times . Only traffic coming to or from the event parking area will be allowed .

4.7 A "Local Traffic Only" sign will be placed at the east end of Knox Road (at Grey Street) by 7AM on Saturday, September 11<sup>th</sup> and removed at approximately 1:30.

4.8 Event Parking Staff will be increased and will be on site during event hours.

## **5. Communication with Participants and Town**

5.1. On-site to off-site - Cell phone and possible two way radios will be used between event staff with access to Police and emergency numbers.

5.2. Local residents– will be made aware of the event.

5.3. All participating schools – will be given route and parking instructions. Staff will communicate parking and traffic information in the East Aurora Advertiser the week of the event. All information will be clear and messaged on social media and the EAUFSD website.

## **6. Risk Assessments**

6.1. Health emergency: On-call ambulance, designated trainer space, easy egress for emergency vehicles through the Equestrian Entrance from the West, on Knox Road.

6.2. Lightning: In case of lightning, all participants will be evacuated (with microphone/pa system) from fields/course to their team busses. Spectators will be evacuated to their personal vehicles.

6.3 Blockages: Organizer will work with the East Aurora Police Department for towing service to remove any vehicle blocking roadways, ingress/egress, or vehicle accidents.

## **7. Insurance**

7.1. All required insurance will be secured through EAUFSD and NYS, ERIE County, and the Town of Aurora will be added as an additional insured.

7.2 Event Indemnification Statement with the Town of Aurora.

## **Routes:**

### **From the North or West:**

From Interstate 90 take exit 54, Route 400. Exit on Transit Rd south, then make the first left at the signal onto Seneca St. Drive 4.5 miles:

\*School Busses, Event Staff, and Handicapped Vehicles- turn right on Willardshire Rd. Turn left on Knox Road. Follow signs for parking.

\*Spectators- continue to village, turn right on Gray Street, turn right on Knox Road, follow signs for parking.

**From the South**

Follow Rt. 16 north to 20A. Turn left on 20A (west) to traffic circle:

\* School Busses, Event Staff, and Handicapped Vehicles- Bear right and travel Buffalo Road to Willardshire, left on Willardshire and left on Knox. Follow signs for parking at the Equestrian Area.

\* Spectators- Bear right on Buffalo Road then turn left on Gray Street and a quick turn on to Knox Road, follow signs for parking ahead on the left.

**From the East**

Follow 20A west through the Village of East Aurora to the traffic circle:

\*School Busses, Event Staff, and Handicapped Vehicles- Bear right and travel Buffalo Road to Willardshire. Left on Willardshire and left on Knox. Follow signs for parking at the Equestrian Area.

\* Spectators- Bear right on Buffalo Road then turn left on Gray Street and a quick right on to Knox Road, follow signs for parking ahead on the left.

Reviewed by:

\_\_\_\_\_  
East Aurora Police Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town of Aurora

\_\_\_\_\_  
Date

WS-4

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## AGREEMENT

AGREEMENT made this \_\_\_ day of August 2021 by and between

TOWN OF ORCHARD PARK, a Municipal Corporation  
S4295 South Buffalo Street  
Orchard Park, New York 14127

Hereinafter referred to as "Orchard Park", and

TOWN OF AURORA, a Municipal Corporation  
575 Oakwood Avenue  
East Aurora, New York 14052

Hereinafter referred to as "Aurora".

**WHEREAS**, Orchard Park operates a compost site located at 6909 Milestrip Road in the Town of Orchard Park, and

**WHEREAS**, Aurora wishes to utilize the services of the compost site.

THEREFORE, IT IS AGREED BY ORCHARD PARK AND AURORA AS FOLLOWS:

1. Facilities: Aurora shall be authorized to deliver to, and Orchard Park shall accept for composting at the compost sites at 6909 Milestrip Road, Orchard Park, New York, all brush, leaves, tree trimming, tree trunks, etc. delivered by Aurora during normal business hours. All materials delivered to the compost site must be clean with no grass accepted. Final determination as to whether materials are acceptable shall be made by the Compost Manager but cannot be unreasonably denied.
2. Term: This Agreement shall be in effect from January 1, 2022 through December 31, 2024
3. Payment for Services: Aurora hereby agrees to pay to Orchard Park for the aforementioned services provided under this agreement, the sum of Twelve Thousand Five Hundred Dollars (\$12,500) for the year 2022, Thirteen Thousand Dollars (\$13,000)

- for the year 2023, and Thirteen Thousand, Five Hundred Dollars (\$13,500) for the year 2024. Payments due on or before January 31<sup>st</sup> each year.
4. Purchase of Mulch: For this Three year contract (2022, 2023, and 2024), Orchard Park shall provide mulch at the same grade and under the same terms to all residents of Aurora as to the residents of Orchard Park. Proof of residency (Driver's License or other similar identification document) shall be required. Payment shall be by check only, payable to the "Town of Orchard Park." For the avoidance of doubt, Orchard Park understands that Aurora residents may not have "East Aurora" or "Aurora" listed as their mailing address on driver's licenses. Orchard Park shall accept a reasonable amount of brush, leaves, tree trimmings and tree trunks from residents of Aurora under the same terms as from residents of Orchard Park. For the avoidance of doubt, Aurora shall be entitled to place information on its official town website and/or otherwise inform its residents regarding the mulch services provided by Orchard Park to Aurora residents.
  5. Arbitration: Shall any dispute arise between the parties regarding the terms of this Agreement, the disputed matter shall be settled by arbitration, in accordance with the laws of the State of New York.
  6. General Liability Insurance: Both Orchard Park and Aurora agree to keep in full force and effect as part of its general liability insurance relative to this Agreement with each policy designating the other party as an additional insured.
  7. Assignment: This Agreement cannot be assigned without the written consent of both parties.
  8. Amendments: This Agreement constitutes the complete understanding of the parties. No modification of any provisions thereof shall be valid unless in writing and signed by both parties.
  9. Notices: Any and all notices and payments required hereunder shall be addressed as hereinbefore reference of to such other address as may hereinafter be designated.
  10. Headings: Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
  11. Counterparts: This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together shall constitute one and the same instrument.
  12. Orchard Park represents and warrants that the Deputy Supervisor of Orchard Park has executed this Agreement pursuant to a Resolution adopted by the Town Board at a meeting thereof held on the \_\_\_\_ day of August, 2021. The Deputy Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this Agreement and enter into such Agreement on behalf of Orchard Park.
  13. Aurora represents and warrants that the Supervisor of Aurora has executed this Agreement pursuant to a Resolution adopted by the Town Board at a meeting thereof held on the \_\_\_\_ day of August, 2021. The Supervisor, whose signature appears hereafter, is duly authorized and empowered to execute this Agreement and enter into such Agreement on behalf of Aurora.

**IN WITNESS WHEREOF**, the parties hereto have agreed and signed this Agreement as of the date indicated herein.

TOWN OF ORCHARD PARK

By \_\_\_\_\_

Joseph Liberti, Deputy Supervisor

Town Seal:

Attest:

\_\_\_\_\_  
Remy C. Orffeo, Orchard Park Town Clerk

TOWN OF AURORA

By \_\_\_\_\_

James J. Bach, Supervisor

Town Seal:

Attest:

\_\_\_\_\_  
Martha L. Librock, Aurora Town Clerk

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

WS-5

GD

Ref: 11207908

July 26, 2021

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

**Proposal – Stormwater Pollution Prevention Plan Review; The Rural Outreach Center – 730 Olean Road**

Dear Ms. Librock:

GHD Consulting Services Inc. (GHD) is pleased submit this proposal to assist the Town of Aurora (Town) during the review of the Stormwater Pollution Prevention Plan (SWPPP) for The Rural Outreach Center (ROC) proposed site plan referenced above.

## 1. Scope of Services

GHD will review the SWPPP to make sure that it adequately meets all regulations and requirements as outlined in Chapter 96 (Stormwater Management) of the Town Code, the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges from Construction Activities, Permit No. GP-0-20-001, and the NYS Stormwater Management Design Manual, latest revision.

Upon completion of our review, GHD will provide the Town with a written recommendation to approve or a summary of comments to be addressed by the applicant prior to approval. If there are comments, GHD will conduct one follow-up review of responses only and provide a final recommendation to approve. Any additional reviews are considered outside of the scope of this proposal.

## 2. Schedule and Fee

GHD is prepared to begin work immediately upon receipt of written authorization.

We propose to complete the above scope of services for a lump sum fee of \$2,000. The Town will be invoiced monthly based on the percentage of work completed in the previous month. Please note that per Chapter 96 of the Town Code, the Town should be compensated by the developer for this fee.

Should this proposal meet with your approval, please sign the attached Professional Terms and Conditions, and return an electronic copy to us for our files.



Thank you for the opportunity to present this proposal. Please do not hesitate to contact me if you have any questions.

Regards



**Gregory D. Keyser**  
Planner

716-362-8880  
gregory.keyser@ghd.com

GDK/las

Attachment

cc: Camie Jarrell, PE – GHD

# **Attachment 1**

**Professional Terms and Conditions**

**Professional Terms and Conditions**

GHD Consulting Services Inc. ("GHD") and Client (as set out below) agree that any professional services performed by GHD for Client, relating to the scope of work, will be on the following standard terms:

1. Invoices for services rendered will be issued monthly payable on receipt. ~~Amounts due will be increased at the rate of 1 1/2 percent per month after 30 days.~~ GHD reserves the right, without penalty, to discontinue services in the event of non-payment of undisputed amounts.
2. GHD maintains statutory workers compensation insurance, and professional, pollution, general, auto, and employers liability insurance which GHD deems adequate. Certificates of insurance shall be provided on request.
3. GHD's services are solely for Client's benefit and may not be relied upon by any third party without GHD's express written consent. Any use, change, or distribution of Work Product without the written consent of GHD shall be at Client's risk and will not give rise to liability of GHD.
4. GHD shall perform its professional services in the manner consistent with the level of care and skill ordinarily exercised by other professional firms acting under similar circumstances and at similar times. GHD makes no other warranty, implied or expressed.
5. GHD shall indemnify and hold harmless Client for its services to the extent GHD's neglect or willful misconduct causes liability for the Client. Neither party shall be liable for any consequential loss, injury or damages suffered by the other party, including but not limited to loss of use, earnings, and business interruption.
6. To the maximum extent permitted by law, GHD's liability and that of its employees, agents, directors, officers, and subcontractors to Client due to any negligent acts, errors or omissions, shall not exceed \$1,000,000, except as to damages resulting from the gross negligence or willful misconduct of GHD.
7. Client acknowledges that the pre-existing presence, if any, of pollutants, and other potentially hazardous conditions at the project site were not caused by or are not the responsibility of GHD, and that this contractual arrangement does not transfer any legal responsibilities for such conditions to GHD.
8. GHD may terminate this Agreement for nonpayment or other default by Client. Terms agreed to under this Agreement shall survive any such termination.
9. Client hereby agrees that this agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly-owned by GHD Group Pty Ltd. (a "Related Entity"). Any such Related Entity shall assume all of GHD's liabilities, duties and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any further notice or action on the part of GHD. Upon request, Client agrees to execute and deliver any further documents as may be reasonably requested by GHD or its successor to evidence such consent and/or assignment.



These Terms and Conditions are hereby accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Client Signature:**

\_\_\_\_\_  
Name of Company: Town of Aurora

Per: \_\_\_\_\_

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

I have authority to bind the Corporation

WS 6 GE

**TOWN OF AURORA**

**LOCAL LAW INTRO. NO. \_\_\_\_\_**

**LOCAL LAW NO. \_\_\_\_-2021**

A LOCAL LAW TO AMEND LOCAL LAW 1-1990 KNOWN AS “THE CODES OF THE TOWN OF AURORA” ADOPTED BY THE TOWN BOARD ON JANUARY 22, 1990 BY AMENDING ARTICLE II, CHAPTER 116 REGULATING SMOKING AND TOBACCO USE.

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

**SECTION 1. TITLE.**

This Local Law shall be known as Local Law No. \_\_\_\_\_ - 2021 and be titled “Local Law to amend Local Law 1-1990 known as “The Codes of the Town of Aurora” adopted by the Town Board on January 22, 1990 by amending Article II, Chapter 116 regulating smoking and tobacco use.”

**SECTION 2. PURPOSE AND INTENT.**

This Local Law is intended to amend Local Law 1-1990 known as “The Codes of the Town of Aurora” adopted by the Town Board on January 22, 1990 as amended relating to the terms of Article II, Chapter 116 regulating smoking and tobacco use.

**SECTION 3. AMENDMENT.**

Article II of Chapter 116 of the Code of the Town of Aurora originally adopted on January 22, 1990 by Local Law No. 1-1990, as amended, is hereby amended to read as follows:

Section 116-39.1. Smoking and tobacco prohibited uses:

1. It shall be a violation of this Chapter for any person to smoke or carry lighted cigarettes or other smoking devices, including but not limited to cigars, cigarillos, pipes, electronic cigarettes, vape pens, vapors, e-liquids, other legal marijuana derivatives or other substances and the like, in Town of Aurora parks, recreation areas, playgrounds, pools and beaches. Such conduct is prohibited except where conspicuously designated “Smoking Permitted” or otherwise.
2. Smoking is prohibited within a fifty-foot radius of all entrances to all Town buildings and facilities located within the Town of Aurora which are either owned or leased by the Town of Aurora and which are designated as accessible by the public.
3. The Town further determines and declares that all Town of Aurora owned parks, playgrounds and recreation areas shall be designated as “<sup>Smoke</sup>Tobacco-Free Zones.”
4. Except as otherwise provided in this Code, smoking and/or tobacco use in areas designated as “Smoking Permitted” are not to be considered conduct in violation of this Article.
5. Smoking is defined as to inhale or exhale the smoke of burning tobacco or tobacco substitute and also to carry burning tobacco or tobacco substitute in the form of a cigarette, cigar or any other smoke producing product or device, including pipes.

*Handwritten blue scribbles*



*Handwritten blue word 'Smoke' above the word 'Tobacco' in item 3.*

B. Penalty for Offenses.

A person who commits or permits any acts in violation of any provisions of this Article shall be deemed to have committed an offense against this Article and shall be liable for such violation and the penalty therefore, and shall upon conviction thereof, be subject to a fine or penalty of not less than \$50 and not more than \$250.

C. Severability.

If any clause, paragraph, subdivision, section or part of this Article or the application thereof to any person, individual, corporation, firm, partnership, entity or circumstance shall be adjudged by any Court of competent jurisdiction to be invalid or unconstitutional, such Order or Judgment shall not affect, impair or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this article, or in its application to the person, individual, corporation, firm partnership, entity or circumstance directly involved in the controversy in which such Order or Judgment shall be rendered.

SECTION 4. EFFECTIVE DATE.

This Local Law shall take effect immediately upon adoption by the Town Board of the Town of Aurora and filing with the Secretary of State.

Supervisor Bach	Voted _____
Councilman Snyder	Voted _____
Councilwoman Jeffe	Voted _____
Councilwoman Friess	Voted _____
Councilman Wochensky	Voted _____

**James Bach**

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WS-7      GF

**From:** Carl Lamendola >  
**Sent:** Wednesday, Au  
**To:** James Bach  
**Subject:** Fwd: 383 Mill S  
**Attachments:** image0.jpeg; image1.jpeg

----- Forwarded messa  
From: **Carl Lamendola** <>  
Date: Tue, Jul 27, 2021 at 2:49 PM  
Subject: 383 Mill Speed Limit sign  
To: <[jbach@townofaurora.com](mailto:jbach@townofaurora.com)>

Hello Jim-

Nice chatting with you today. I am a new resident of Village of East Aurora on 383 Mill Rd. I am the top of the hill on the bend as you approach Aurora Mills. I am near the end of the Village boarder four lots before you actually hit the Kelly Drive Apartments and the actual Aurora Mills development. I am very close to Beech Rd which is used as a cut through to avoid downtown traffic.

We have a 45 mph speed limit sign as you approach our property starting to leave the village. Although only been here three weeks, I've noticed people tend to lay on the gas and "punch it". Since I'm in the Village shouldn't the speed limit be 30 mph anyway and be moved up the road farther away from me and Beech Rd?

It should be noted that coming into town in the opposite direction, there is caution/recommendation yellow sign for 30 mph (you can see it in the picture). Also, a deer crossing sign. So, 1/2 the road is 45 and 1/2 the road is 30 mph? See pictures.

I spoke with Erie County Highway and she (Gina Wilkolaski 858-8067) seem to indicate my situation was a special case since I'm in the Village, but the road is in the Town. However, it can be decided by the Town's board with an affirmative vote using the form you mentioned on the phone. Can you bring this forward?

Finally, if your going to move it, I would consider moving it up the road past the last both the Kelly Drive and just past the Aurora Mills entrances.

Carl Lamendola  
[n](#)

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SPEED  
LIMIT  
45







# Town of Aurora

66

## 2021-2022 revised ERIE COUNTY SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION

Town of Aurora 300 Glead Avenue, East Aurora, New York 14052

County Road Number	Street Name	FROM	TO	MILES	Lane Miles
85	Blakely Corners Road	Olean (RT 16)	Mill	0.00	0.00
541	Boies Road	Emery	Falls	1.60	3.20
67	Emery Road	Boise	Center	0.75	1.50
67	Emery Road	Olean Road (Rte. 16)	Center Street	2.51	5.02
33	Center Street	Main Street (Rte. 20A)	Blakeley Corners Road	2.85	5.70
380	Lewis Road	Emery Road	Darling Road	1.65	3.30
374	Falls Road	West Falls	Grover	1.85	3.69
336	Girdle Road	Townline	Porterville	0.37	0.74
373	Grover Road	Jewett-Holmwood	Falls	4.37	8.74
378	Gypsy Lane	Route 20A	Knox	0.63	1.26
376	Knox Road	Buffalo ST (16/78)	Willardshire	1.99	3.98
381	Lapham Road	Route 16	Rieter	1.58	3.12
47	Mill Road	Quaker Road (Rte. 20A)	Grover Road (West)	3.28	6.56
47	Mill Road	Route 20A	Route 240	0.00	0.00
362	North Davis Road			0.23	0.46
84	Davis Road	Jewett-Holmwood	Route 20A	1.10	2.20
6	Pine-East Aurora	Porterville-Main St	Hemstreet	3.00	6.00
383	Reiter Road	Porterville	Centerline Road	3.50	7.00
112	South Street	Center	Olean St (RT 16)	0.76	1.52
553	Transit Road	Route 20A	Jewett Holmwood	1.09	2.18
144	West Falls Road	Mill	Falls	1.85	3.70
377	Willardshire Road	Seneca (RT 16)	Stoneybrook	2.51	5.02
<b>Total</b>				<b>37.47</b>	<b>74.89</b>

REVISSED 12/7/2010 decrease LM CR374 = -1.14  
 REVISSED 5/16/2012 decrease LM CR85 = -6.28  
 decrease LM CR47 = -9.24  
 addition LM CR6 = +6  
 addition LM CR383 = +7  
 addition LM CR553 = +2.18  
 addition LM CR67 = +5.02  
 addition LM CR33 = +5.7  
 addition LM CR380 = +3.30  
 addition LM CR47 = +6.56  
 REVISSED 10/30/2014

REVISSED 02/01/2016 addition LM CR84 = +2.2  
 REVISSED 07/27/2021 addition LM CR374 = +3.69

VERIFIED BY:

MUNICIPALITY REPRESENTATIVE SIGNATURE

VERIFIED BY:

ERIE COUNTY REPRESENTATIVE

### UPDATE INFO BELOW, 24 HR CONTACT REQUIRED BY CONTRACT

Position	Supervisor	Clerk	Engineer	Highway Superintendent	24 HOUR CONTACT
Name	James J. Bach	Martha L. Librock	GHD	David Gurner	David Gurner
Address	See Above	See Above	See Above	257 Quaker Road Aurora, NY 14052	
Phone (Office)	652-7590	652-3280	856-2142	652-4050	
Phone (Home)				655-8497	
Phone (Cell/Mobile)	867-0290			983-0313	983-0313
Pager					
Fax	652-3507	652-3507		652-1123	
E-mail	supervisor@townclerk@townofaurora.com	townclerk@townofaurora.com		highway@townofaurora.com	



6H

# BUDGET TRANSFER REQUEST FORM

Please note the following guidelines:

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

DEPARTMENT HEAD NAME (printed): MARTHA LIBROCIK  
 SIGNATURE: Martha Librocik DATE: 8/5/2021

1. \$ <u>10,508<sup>86</sup></u>	FROM: <u>A1620.423</u> <small>ACCT NO.</small>	<u>Cleaning pros</u> <small>ACCT TITLE</small>	<u>\$25,000</u> <small>CURRENT BALANCE</small>
	TO: <u>A1620.422</u> <small>ACCT NO.</small>	<u>R+M</u> <small>ACCT TITLE</small>	<u>5864.05</u> <small>CURRENT BALANCE</small>
	REASON: <u>correct use of wrong budget line for cleaning contract</u>		
2. \$ _____	FROM: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	TO: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	REASON: _____		
3. \$ _____	FROM: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	TO: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	REASON: _____		
4. \$ _____	FROM: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	TO: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	REASON: _____		
5. \$ _____	FROM: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	TO: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	REASON: _____		

APPROVALS:  
 SUPERVISOR SIGNATURE : \_\_\_\_\_  
 TOWN BOARD MEETING APPROVAL DATE: \_\_\_\_\_

Date: \_\_\_\_\_  
 Action #: \_\_\_\_\_



## TOWN OF AURORA SENIOR CENTER

101 King Street, Suite A  
East Aurora, New York 14052  
Phone: (716) 652-7934  
Fax: (716) 652-9083

GI

MEMO

TO: SUPERVISOR JAMES BACH & TOWN BOARD MEMBERS

FROM: DONNA BODEKOR, SENIOR CITIZEN RECREATION LEADER

DATE: August 4, 2021

I am asking the Town Board to accept a donation of \$569.80 from Janet Fayett East Aurora. I would like the donation to be placed in our line TA1000.900. She would like the donation to be used towards the repair of our exercise equipment.