

VILLAGE OF EAST AURORA

VILLAGE HALL • 585 OAKWOOD
EAST AURORA, NEW YORK 14052
(716) 652-6000 FAX (716) 652-6000
www.east-aurora.ny.us

WS-1

5A



12.22.2021

Town of Aurora
Supervisor James Bach
575 Oakwood Ave.
East Aurora, NY 14052

Supervisor Bach,

The Village has negotiated a contract with the East Aurora School Board to add a Full Time School Resource Officer (SRO) at the East Aurora Schools. We would like to amend the Exhibit A in the police agreement between the Town and Village to include:

School Resource Officer Full -Time 1
(FT Officer less reimbursements from the school)

In the current agreement with the School, the School will pay the Village 65% of twice the base salary of the SRO selected for the position. Any costs for the SRO beyond this amount will remain shared by the Town and Village per our current contract.

This letter shall serve as an amendment to our current agreement as detailed above. Your signature below executes said amendment.

Please feel free to contact me with any questions.

Sincerely,

Maureen Jerackas
Clerk – Treasurer

Date _____
Peter Mercurio
Mayor – Village of East Aurora

Date _____
James Bach
Supervisor – Town of Aurora

EXHIBIT A

**REIMBURSEMENT FOR
COMPENSATION AND BENEFITS**

<u>Positions</u>	<u>Number of Positions</u>
Chief of Police	1
Police Lieutenants	4
Detectives/Patrol Officers	11 <u>at the commencement of this agreement</u>
	<u>PLUS 1 that may be hired and added Jan. 1, 2020 or after</u>
School Resource Officer FT (FT Officer less reimbursements by EA School District)	1
School Resource Officer PT (Part-Time to be reimbursed by EA School District)	1
Administrative Assistant	1
Vehicle Mechanic (Part-Time, 469hrs)	1

The above list of positions and number of positions is for reimbursement purposes only.

Compensation Categories

1. Compensation to include: Base Salary, Academic Pay, Holiday Pay, Special Stipends (Range Training Officer and K-9 Officer), Shift Differential Pay, Shift Command Pay, Vacation Turn-In Pay, and Field Training Officer Pay.
2. Longevity
3. Deferred Compensation
4. Uniform Allowance
5. Overtime

WS-2

5B

TOWN OF AURORA

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

MEMO

TO: Martha Librock, Town Clerk
FROM: Elizabeth Cassidy, Code Enforcement Officer
DATE: 1/5/22
RE: 10 Ellis Dr, ODA application

I have reviewed the application submitted by William Heidt, owner of 10 Ellis Dr. A prior single-lot ODA approval was granted to Mr. Heidt in 2014 and he completed construction of the single-family dwelling on the lot in 2018.

Mr. Heidt applied to the Zoning Board of Appeals in March 18, 2021 (Case 1378) for a variance for an accessory building in the front yard and a height variance for an accessory building. He intends to build a new single-family dwelling behind the existing building and once completed will convert the existing building into an accessory building so that there is only one residence on the property.

The proposed residence meets all code requirements per the 99- 31A and B and the submission is complete as per requirements of 99-29A(3).

Liz Cassidy



575 Oakwood Avenue, East Aurora, NY

**TOWN OF AURORA
OPEN DEVELOPMENT AREA APPLICATION**

PETITIONER: Name: WILLIAM A. HEIDT
Address: 10 ELLIS DRIVE
WEST FALLS NY 14170
Phone: 716 [redacted] Fax: [redacted] State [redacted] Zip [redacted] E-Mail: v [redacted] IL.COM

PROPERTY OWNER (if different from petitioner):

Name: _____
Address: _____ Ph. No. _____

PROJECT ADDRESS: 10 ELLIS DRIVE 199.01-1-49.11
No. Street SBL No.

PROJECT DESCRIPTION: REVISION to the previously approved ODA for a new 2 story - Single Family RESIDENCE. EXISTING RESIDENCE TO BE CONVERTED to AN ACCESSORY BUILDING.

Signature of Applicant: William A. Heidt

State of New York) :SS:
County of Erie)

On the 29 day of December, in the year 2021, before me, the undersigned, a notary public in and for said state, personally appeared WILLIAM HEIDT, 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.

Martha L. Librock
Notary Public

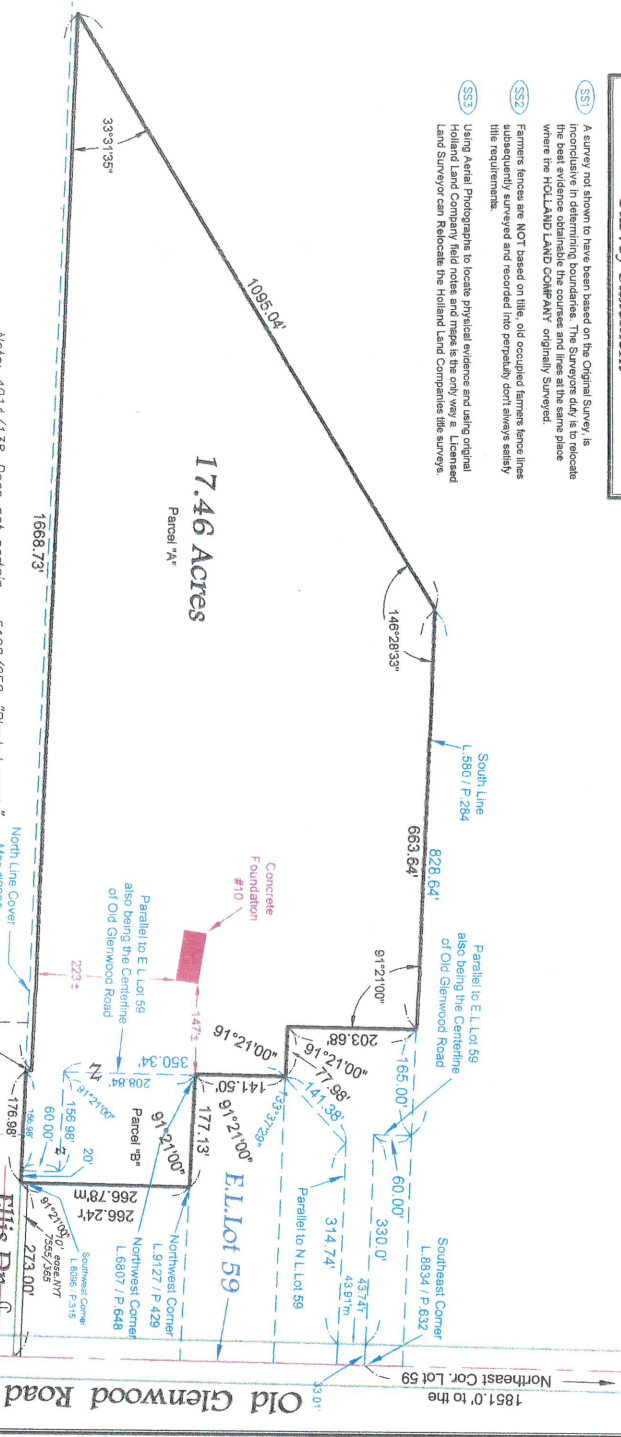
MARTHA L. LIBROCK
Notary Public, State of New York
No. 01LI5028312
Qualified in Erie County
My Commission Expires May 31, 2022

OFFICE USE ONLY:

File #: _____ Number of Lots _____ Total Acreage _____ Zoning _____
Open Development Area Review Application Fee \$ 100⁰⁰ ch #122 Receipt #805187
Materials Received by Town Clerk & Fee Paid [Signature] 12/21/2021
Accepted by _____ Date _____

Survey Statement

- SS1 A survey not shown to have been based on the Original Survey, is the best evidence obtainable of the location and extent of the boundaries of the land surveyed and the position of any other features shown on the "HOLLAND LAND COMPANY" originally surveyed.
- SS2 Farmers fences are NOT based on title, old occupied farmers fence lines subsequently surveyed and recorded into perpetuity don't always satisfy title requirements.
- SS3 Using Aerial Photographs to locate physical evidence and using original Holland Land Company field notes and maps is the only way a Licensed Land Surveyor can Relocate the Holland Land Company's title surveys.



Note: 4914/138--Does not pertain
 2459/255--"Blanket ease."
 Does not pertain
 10888/2184 Does not pertain
 1203/304--"Blanket ease"
 4842/304--"Blanket ease"
 10901/9239 Does not pertain
 2189/323--Does not pertain
 10903/9030--Does not pertain
 3392/98--Subject to

Copyright Information
 This Survey is published in many different colors. Any Black and White reproduction is not a valid map from Freeman and Freeman Land Surveyors.

Statement of Encroachments
 No encroachments were noted or surveyed in the original land survey.

Reference Data
 Maps and notes from the Holland Land Company Survey.

Miscellaneous Notes

- MN1 Some features shown on this map may be shown out of scale for clarity.
- MN2 Certain assessments and/or utility lines, may or may not be shown hereon, however this shall not imply that all assessments or utilities affecting premises are shown.
- MN3 Unauthorized Alteration or Addition to this Survey Map is a Violation of Section 7209 Provision 2 of the New York State Education Law.
- MN4 This Survey was prepared without the benefit of an up-to-date abstract of title and is subject to any state or local laws that may be revealed by an abstract of such.
- MN5 THIS MAP IS NOT VALID WITH AFFIDAVIT OF NO CHANGE

Legend of Symbols & Abbreviations

● p / Survey	N	North	Encroachment
○ p / Light Pole	S	South	R/W
□ p / Right-of-Way	E	East	Right-of-Way
▣ p / Electric Signal Box	W	West	Centerville
▣ p / Storm Inlet	∠	Corner	Indication Actual
▣ p / Street Vent	∠	Depression	N/A
▣ p / Sewer	∠	In. or Sec.	N/A
▣ p / Sanitary Manhole	∠	Rec. Record	Now or Formerly
▣ p / Sign	∠	Lim. Layer	One Meter = 88.0 Ft.
	∠	Ed. Edging	One Meter = 3288.333 Ft.
	∠	Prop. Boundary	One Meter = 43.860 Sq.Ft.
		Line of Record	
		Edge of R.C.R.	
		Road Centerline	
		Road Easement	
		Fence Along Line	

SURVEY
 Being Part of
 Lot 59 Township 9 Range 6
 Holland Land Company Survey
 Town of Aurora
 Erie County, New York

Surveyors Certificate
 I hereby certify

This survey was prepared in accordance with the current Code of Professions for Licensed Surveyors in New York State, Association of Professional Land Surveyors and as required by the highest quality standards. This certification does not extend to subsequent owners, mortgages, or leases unless this survey has been re-surveyed for this purpose by the profession. This map should be the best evidence obtainable of the boundaries of the land surveyed.

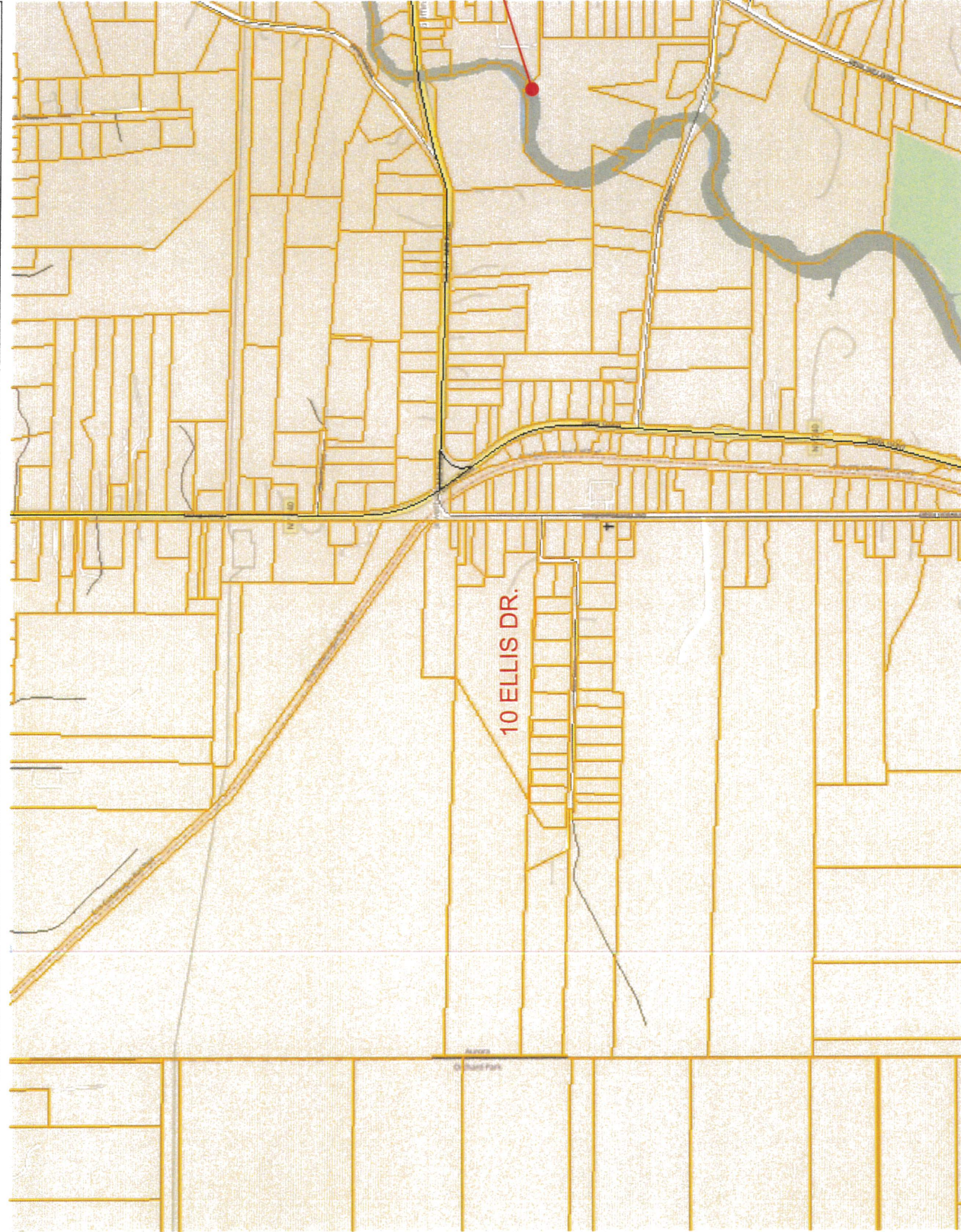
Survey Prepared By:
 Licensed Surveyor: David Scott Freeman
 Licensed Land Surveyor No. 050480
 In the State of New York
 Date of Survey: May 24, 2014
 Date of Substitution: August 28, 2014
 Date of Birth: February 17, 1958
 Date of Expiration: October 23, 2015
 Freeman Scale: 1" = 200'
 Freeman: Freeman, Job No. 8145

Freeman and Freeman Land Surveyors
 Resurveying the Holland Land Company for the 21st Century
 10432 Crump Road - Glenwood, N.Y. 14089
 Phone: (716) 592-7740, Fax: (716) 592-4007





Erie County On-Line Mapping Application



Legend

- Parcels
- Streets and Highways**
 - Interstate
 - Primary State Road
 - Secondary State Road
 - County Road
 - Local Road

500 YEAR
FLOODPLAIN

FLOODPLAIN MAP

0 0.28 0.6Miles



WGS_1984_Web_Mercator_Auxiliary_Sphere

THIS MAP IS NOT TO BE USED FOR NAVIGATION

ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

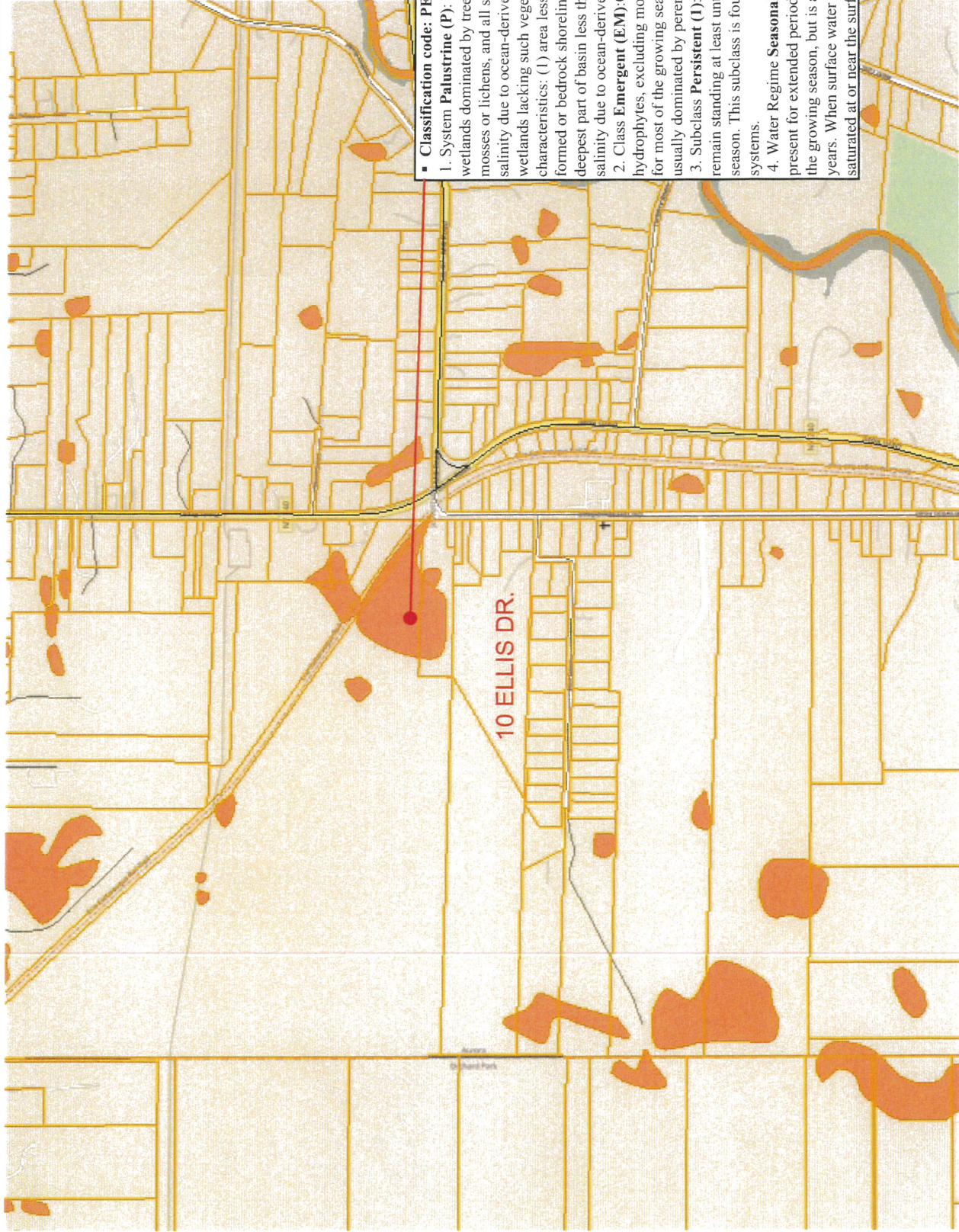
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

1: 18,056





Erie County On-Line Mapping Application



Legend

- Parcels
- Streets and Highways**
 - Interstate
 - Primary State Road
 - Secondary State Road
 - County Road
 - Local Road
- National Wetlands Inventory

▪ **Classification code: PEMIE**

1. **System Palustrine (P):** The Palustrine System includes all nontidal wetlands dominated by trees, shrubs, persistent emergents, emergent mosses or lichens, and all such wetlands that occur in tidal areas where salinity due to ocean-derived salts is below 0.5 ppt. It also includes wetlands lacking such vegetation, but with all of the following four characteristics: (1) area less than 8 ha (20 acres); (2) active wave-formed or bedrock shoreline features lacking; (3) water depth in the deepest part of basin less than 2.5 m (8.2 ft) at low water; and (4) salinity due to ocean-derived salts less than 0.5 ppt.

2. **Class Emergent (EM):** Characterized by erect, rooted, herbaceous hydrophytes, excluding mosses and lichens. This vegetation is present for most of the growing season in most years. These wetlands are usually dominated by perennial plants.

3. **Subclass Persistent (I):** Dominated by species that normally remain standing at least until the beginning of the next growing season. This subclass is found only in the Estuarine and Palustrine systems.

4. **Water Regime Seasonally Flooded/Saturated (E):** Surface water is present for extended periods (generally for more than a month) during the growing season, but is absent by the end of the season in most years. When surface water is absent, the substrate typically remains saturated at or near the surface.

WETLANDS MAP


0 0.28 0.6 Miles

WGS_1984_Web_Mercator_Auxiliary_Sphere
THIS MAP IS NOT TO BE USED FOR NAVIGATION

ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

1: 18,056



NEW POSITION DUTIES STATEMENT

WS-3 50

To:
 PERSONNEL OFFICER County of Erie
 Edward A. Rath County Office Bldg
 95 Franklin St
 Buffalo, NY 14202

Date December 14, 2021

From: Town of Aurora

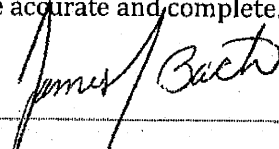
County Dept Town
 Special Dist. Village

Pursuant to the provisions of Section 22, of the Civil Service Law, I am submitted statement of duties of proposed new position. (NOTE: Department head or other authority requesting the creation of a new position, shall prepare a description for each new position to be created except that one description may cover two or more identical positions in the same unit. Send three typed copies to the Personnel Officer.)

1. DESCRIPTION OF DUTIES: Describe the work in sufficient detail to give a clear word picture of the job. Use a separate paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided

Percent of Total Time/Frequency	ACTIVITIES
40%	Coordinates a specialized recreational program such as sports, day camp, art programs
30%	Supervises instructors and other recreational employees involved in programs
10%	Act as instructor as needed
10%	Maintains records, prepare reports on programs
10%	Maintain accounting records for receipts and disbursements
0%	
0%	
0%	
0%	
0%	
0%	
0%	
0%	

(Attach additional sheets if more space is needed.)

2. Names and Titles of Persons Supervising this position (General, Direct, Administrative, etc.)		
NAME	TITLE	TYPE OF SUPERVISION
Chris Musshafen	Recreation & Aquatics Director	Direct
3. Names and Titles of Persons Supervised by this position		
NAME	TITLE	TYPE OF SUPERVISION
Various	Recreation Attendant	Direct
4. Names and Titles of Persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.		
NAME	TITLE	LOCATION OF POSITION
None		
5. What minimum qualification do you think should be required for this position? (High school, College Degrees, etc. plus years of experience.)		
High School Diploma and 2 years experience in the appropriate recreational specialty.		
Essential knowledge, skills and abilities:		
Thorough knowledge of recreational program or specialty; ability to coordinate a municipal recreational program effectively; ability to supervise and deal effectively with all age groups; ability to evaluate and suggest improvements in recreational programs; ability to render first aid; good judgement; initiative; resourcefulness; physical condition commensurate with the demands of the position.		
Type of License or certificate required:		
None		
6. As Department Head (or other Authority) I certify the above statements are accurate and complete.		
Date: 12/15/21	Title: TOWN SUPERVISOR	Signature: 
CERTIFICATE OF PERSONNEL OFFICER		
7. In accordance with the provisions of Civil Service Law, Section 22, the ERIE COUNTY PERSONNEL OFFICER certifies that the appropriate service title for the position described is:		
(1) RECREATION SPECIALIST (NON-COMPETITIVE)		
Date: 12/15/2021	Signature:	
ACTION BY LEGISLATIVE BODY OR OTHER APPROVING AUTHORITY		
8. Creation of described position:		
<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		
Date:	Signature:	

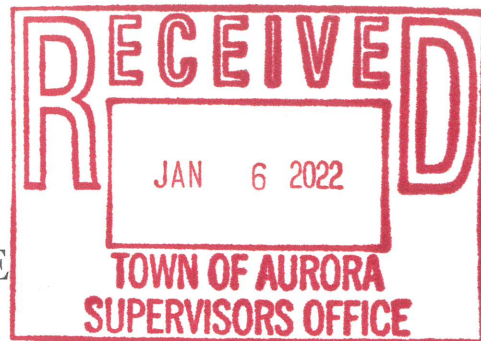
RETURN ONE COMPLETE COPY TO PERSONNEL OFFICER- After completing section 8 when position(s) are approved.



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE



Town Supervisor James J. Bach
The Aurora Municipal Center
575 Oakwood Avenue
East Aurora, NY 14052

January 3, 2022

Dear Supervisor Bach:

We have received your PO-17 form outlining the duties of the new position that you anticipate establishing in your town.

Enclosed you will find two copies of the New Position Duties Statement. Section 7 has been completed to indicate what the title of the position should be:

(1) RECREATION SPECIALIST (NON-COMPETITIVE)

When the creation of the position has been finally approved by the Board, please complete Section 8 of the enclosed forms, returning the original copy for our files.

Sincerely,

Timothy Hogue,
Commissioner of Personnel

Tami L. Burns DiCioccio

Tami L. Burns DiCioccio
Municipal Personnel Consultant

TH:TBD:ceb
Encl

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

5D

Our ref: 11207908

December 14, 2021

James J. Bach, Supervisor
Town of Aurora
575 Oakwood Avenue
East Aurora, New York 14052

Proposal – 2022 Town Engineering Services

Dear Mr. Bach:

We would like to thank you for giving GHD the opportunity to serve as engineering consultant to the Town of Aurora (Town) since 1992. Through the years, we have gained a greater understanding of the Town's operations and requirements for engineering assistance and believe a beneficial relationship has been developed between GHD and the Town. Please accept our proposal for professional engineering services associated for the 2022 calendar year.

1. Town Engineering Support Team

To continue providing a high level of responsiveness to the Town, GHD is proposing the following team of experienced and diverse professionals:

Gregory (Greg) Keyser will serve as the Town's main point of contact and coordinate the provision of Town engineering services. Greg has a bachelor's degree in urban planning and 20 years of relevant municipal planning, SEQR and GIS experience. He has served as liaison to the Aurora Planning Board since 2007 and provides reviews for site plans, special use permits and subdivisions.

Camie Jarrell, PE will provide coordination and support to Greg, as required. In addition, Camie has provided technical reviews for the Aurora Planning Board and stormwater management design/reviews for the Town. She also serves as client contact and planning board representative for the Town of Lewiston and the Village of Depew and provides technical reviews for site plans and stormwater projects for the Town of Pendleton. Camie also serves as Town Engineer for the Town of Hamburg.

Dave Britton, PE will provide Town engineering support to Camie and Greg, as needed.

2. Scope of Services

We have separated our Scope of Services for Town Engineer into three service categories. A detailed description of the anticipated tasks, services and fees for each category follows:

2.1 General Engineering Retainer Services

General Engineering Retainer Services represent tasks associated with general municipal consultation and include:

- Providing general consultation and advising the Town Board on technical matters or regulatory compliance issues.
- General consultation and advice related to Town operated utilities, as well as utilities operated under lease managed or direct service agreements with third party entities.
- Providing general consultation and advising the Town's MS4 Officer on stormwater management issues, and attendance at MS4 meetings as requested.
- Attendance at Town Board Meetings as needed or upon request.
- Development of preliminary project cost estimates for planning purposes.
- Spot inspections at the request of the Town Supervisor or Board.
- Assistance with the preparation of SEQR environmental assessment forms as requested.

Based upon the services outlined above, GHD proposes to provide General Engineering Retainer Services for a lump sum fee of \$6,000, invoiced in equal monthly installments of \$500.

2.2 Planning Support Services

GHD will provide planning support services to the Town, as we have in prior years, including:

- Attendance at Planning Board meetings as needed or upon request.
- Providing general consultation and advice to the Planning Board, as required.
- Completing desktop reviews and preparing letter reports on evaluations for subdivisions, site plans, special use permits, open development area applications, and other zoning referrals.
- Assistance with SEQR Part 1 reviews and Parts 2 and 3 recommendations as requested.

We will provide Planning Board support services at a fixed, discounted hourly rate of \$155 per hour for labor hours expended, to a not-to-exceed upset limit of \$10,000 annually.

2.3 General Municipal Support Services

The services provided under this category include specific, yet intermittent, services that the Town may need periodically throughout the year. The effort associated with these services varies but generally requires a greater level of involvement and effort than provided under the General Engineering Retainer Services outlined in Section 2.1 and Planning Support Services outlined in Section 2.2. The services provided under General Municipal Support Services include, but may not be limited to, the following:

- Stormwater Pollution Prevention Plan (SWPPP) reviews and inspections.
- Detailed site engineering for land development activities.
- Preparation or review of Environmental Impact Statements (EIS) or Draft Environmental Impact Statements (DEIS) when the Town is the lead agency and requires an DEIS or EIS.
- Capital improvement planning, condition assessments, and preparation of reports related to Town owned or operated utilities, as well as utilities operated under lease management or direct service agreements with third party entities.

- Engineering design, detailed construction cost estimates, development of plans, specifications, and contract documents for capital improvement projects.
- Detailed topographic land surveys.
- Construction administration and resident inspection services.
- Technical engineering evaluations and planning studies.
- Document reproduction for Town projects. GHD will coordinate with Avalon Document Services for document reproduction. Direct costs associated with reproduction completed on behalf of Town projects are documents owned by the Town and are not subject to New York State Sales Tax.

Since the exact nature and extent of these services cannot be determined in advance, we will provide a lump sum proposal for consideration if any General Municipal Support Services are requested. GHD will provide these services as directed by the Town's authorized representative and only following authorization by the Town Board.

Should this proposal meet with your approval, please sign Q1150 Professional Services Agreement in Attachment 1, and return an electronic copy to us for our files.

Regards,



Gregory Keyser
Project Manager

+1 716 362 8877
gregory.keyser@ghd.com



Robert P. Lannon Jr., PE
Project Director

+1 716 362-8806
robert.lannon@ghd.com

Attachment

Copy to: David M. Britton, PE – GHD
Camie L. Jarrell, PE – GHD

Attachment 1

Q1150 Professional Services Agreement



Q1150

Professional Services Agreement (North America)

Reference no: 11207908

This Professional Services Agreement (hereinafter "Agreement") is effective this _____ day of _____ 20____, ("Effective Date") between GHD Consulting Services Inc. (hereinafter "GHD") and Town of Aurora (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party"). In consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Scope of work

GHD shall perform the work set forth in the "Scope of Work," attached hereto as Exhibit "A" (the "Services"). It is understood that the Services will be based on facts known and laws in place at the time of execution of this Agreement. Each Party will promptly inform the other in writing if facts are discovered that indicate that this Agreement or Scope of Work may need to be modified. If there is a change in law or project assumptions which materially affect either Party's obligations hereunder, upon receiving or providing the notice described above, the Parties shall execute an amendment which will include, at a minimum, a description of the proposed modifications and their effect on the scope, fees, and timelines on the Scope of Work (an "Amendment").

2. Changes in the services

- (a) Except for additional services required due to the fault of GHD, any change to the scope, schedule, extent, or character of the Services shall be set forth in an Amendment which includes an adjustment in the price or time for such Services and is signed by GHD and Client.
- (b) If the Parties are unable to agree on the price adjustment in an Amendment and GHD elects to perform the additional services without an Amendment, then GHD shall be compensated as set forth in Section 3(c) below.
- (c) Unless otherwise provided herein, GHD shall not be required to perform additional services unless the additional services, any additional compensation, and/or the time to perform such additional services are set forth in an Amendment.
- (d) GHD shall have no liability for any delay, and the contract time shall be extended by the equivalent delay, associated with Client's delay in executing an Amendment.

3. Payment for services

- (a) For Services rendered on a time plus expense basis:
 - (i) the fees will be in accordance with the fee schedule set forth in the Scope of Work. GHD's rates as set forth in the fee schedule are subject to revision on an annual basis. Personnel rates are all-inclusive, including overhead and profit, and apply to all hours expended with no premium charged for overtime hours.

- (ii) GHD shall be reimbursed for all expenses incurred in connection with its Services hereunder, plus reasonable markup as specified in the fee schedule and/or Scope of Work, as well as goods supplied by GHD's subcontractors, vendors, or suppliers, reasonable travel and living expenses of GHD staff; long distance telephone charges; information technology; telecopy charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; costs of providing and maintaining site offices, supplies, and equipment; and all necessary and incidental costs associated with subcontracts where appropriate.
- (iii) For Services performed by GHD's subcontractors, Client shall pay GHD for the cost of such Services plus markup, as set forth in the Scope of Work.
- (b) For Services rendered on a lump sum, unit price, or fixed fee basis: Client shall pay GHD for Services within the Scope of Work which are rendered on a percentage complete, or task complete basis in accordance with the fee schedule set forth in the Scope of Work. The fees are all-inclusive, including overhead and profit, and apply to all labor with no premium charged for overtime hours and no additional charges for expenses incurred, unless otherwise specified in this Agreement.
- (c) GHD shall be entitled to an equitable adjustment to its compensation for any additional services GHD provides, and Client shall pay for any liability, cost or expense GHD incurs, if: (i) the approved scope, schedule, extent, or character of the Services is changed materially by Client; (ii) any information provided by or on behalf of Client to GHD is not complete and/or accurate; (iii) as a result of the Services, GHD or any GHD employees are required to give evidence before, or provide any information to, a court or other competent authority; (iv) Client fails to pay any amount due under this Agreement; (v) any event beyond the reasonable control of GHD affects GHD's ability to perform the Services within the cost and schedule set forth in the Scope of Work; or (vi) Client terminates this Agreement before the term of the Services concludes, as set forth herein.
- (d) Unless otherwise agreed, GHD will invoice Client monthly for Services completed in accordance with the payment basis set forth in the Scope of Work. Payment of GHD invoices shall be due upon receipt by Client. Invoices not paid within 30 calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within 30 calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within 30 calendar days of the invoice date shall deem the invoice accepted by Client. Any amounts in dispute shall be subject to the dispute resolution provisions of Section 14 below. Interest shall not accrue on any disputed amount.
- (e) GHD reserves the right without penalty to suspend Services in the event Client fails to pay all amounts which are not subject to a bona fide dispute within 45 calendar days from the invoice date. All suspensions shall extend the completion date of any affected project commensurately unless otherwise agreed to by the Parties.

4. Insurance

GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits, unless otherwise set forth in the Scope of Work:

- (i) workers compensation – as statutorily required;
- (ii) employer's liability – \$1,000,000 per accident/disease/employee (US) or \$1,000,000 per occurrence and \$2,000,000 in aggregate (CAN);
- (iii) automobile liability – \$1,000,000 combined single limit;
- (iv) commercial general liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate; and
- (v) professional liability – \$1,000,000 per claim and \$2,000,000 in aggregate.

5. Documents and data

- (a) Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client to GHD pursuant to this Agreement ("Client Data"). GHD may use such Client Data in performing the Services.
- (b) Client shall, if requested by GHD, review any designs, drawings, plans, specifications, reports, bids, proposals, and other information provided by GHD before they are finalized. Client shall make decisions within a reasonable time and carry out its other responsibilities in a timely manner so as not to delay the work of GHD. Client shall give prompt written notice to GHD whenever Client observes or otherwise becomes aware of any failure by GHD to satisfy the requirements of the Scope of Work.
- (c) At the request of GHD, Client shall provide GHD with the following information (which shall also be considered "Client Data") to the extent such information is in Client's possession and is pertinent to the Services, as determined by GHD:
 - (i) all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
 - (ii) any other available information pertinent to the project, including, without limitation, reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding area at or adjacent to the project site; and insofar as such information is not available, Client agrees to pay GHD for the reasonable cost of obtaining the same such information.
- (d) Client shall be responsible for providing information (which shall also be considered "Client Data") regarding the location of all known subsurface structures at the project site including but not limited to pipes, tanks, sewer, and utilities (power, phone, cable, gas, water, etc.).
- (e) Upon GHD's review of Client Data, if applicable, and compliance with any notice requirements to all utilities concerning the possible location of underground utilities, and following any on-site marking or notification in writing to GHD from such utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall release GHD from and defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including, without limitation, consequential or indirect damages, attorneys' fees, court costs, and expenses) arising out of any act or omission of GHD, its agents, contractors, subcontractors, and/or employees, relating in any way to subsurface structures, to the extent GHD's acts or omissions cause or contribute to: (i) any disruption of service to users or damage for business interruption, production losses, or loss of revenues,



5E

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 LIBROCK
 SIGNATURE: Martha Libro DATE: 1/5/2022

2021 Budget

1. \$ <u>450</u>	FROM: <u>A1410.401</u> <small>ACCT NO.</small>	<u>TC ofc supplies</u> <small>ACCT TITLE</small>	<u>731.25</u> <small>CURRENT BALANCE</small>
	TO: <u>A1620.401</u> <small>ACCT NO.</small>	<u>ofc supplies</u> <small>ACCT TITLE</small>	<u>649.46</u> <small>CURRENT BALANCE</small>
	REASON: <u>to pay for office chairs</u>		
2. \$ <u>200</u>	FROM: <u>1410.401.0001</u> <small>ACCT NO.</small>	<u>TC licenses</u> <small>ACCT TITLE</small>	<u>223.88</u> <small>CURRENT BALANCE</small>
	TO: <u>A1620.401</u> <small>ACCT NO.</small>	<u>ofc supplies</u> <small>ACCT TITLE</small>	<u>649.46</u> <small>CURRENT BALANCE</small>
	REASON: <u>to pay for office chairs</u>		
3. \$ <u>500</u>	FROM: <u>A1410.401.0002</u> <small>ACCT NO.</small>	<u>TC -tax</u> <small>ACCT TITLE</small>	<u>500.00</u> <small>CURRENT BALANCE</small>
	TO: <u>A1620.401</u> <small>ACCT NO.</small>	<u>ofc supplies</u> <small>ACCT TITLE</small>	<u>649.46</u> <small>CURRENT BALANCE</small>
	REASON: <u>to pay for office chairs</u>		
4. \$ <u>500</u>	FROM: <u>A1410.405</u> <small>ACCT NO.</small>	<u>TC mileage</u> <small>ACCT TITLE</small>	<u>526.37</u> <small>CURRENT BALANCE</small>
	TO: <u>A1620.401</u> <small>ACCT NO.</small>	<u>ofc supplies</u> <small>ACCT TITLE</small>	<u>649.46</u> <small>CURRENT BALANCE</small>
	REASON: <u>to pay for office chairs</u>		
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 #: _____



5F

BUDGET TRANSFER REQUEST FORM

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- 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): KATHLEEN MOFFAT
 SIGNATURE: [Signature] DATE: 12/28/21

2021 Budget

1. \$	<u>811.50</u>	FROM:	<u>A 6772.144</u> <small>ACCT NO.</small>	<u>PT REC PERSONNEL</u> <small>ACCT TITLE</small>	<u>974.16</u> <small>CURRENT BALANCE</small>
		TO:	<u>A 7020.110</u> <small>ACCT NO.</small>	<u>REC SUPERVISOR</u> <small>ACCT TITLE</small>	<u>-162.08</u> <small>CURRENT BALANCE</small>
		REASON:	<u>To correct overdrawn appropriation account</u>		
2. \$	_____	FROM:	_____	_____	_____
		TO:	_____	_____	_____
		REASON:	_____		
3. \$	_____	FROM:	_____	_____	_____
		TO:	_____	_____	_____
		REASON:	_____		
4. \$	_____	FROM:	_____	_____	_____
		TO:	_____	_____	_____
		REASON:	_____		
5. \$	_____	FROM:	_____	_____	_____
		TO:	_____	_____	_____
		REASON:	_____		

APPROVALS:
 SUPERVISOR SIGNATURE : _____
 TOWN BOARD MEETING APPROVAL DATE: _____

Date: _____
 Action #: _____



5G

BUDGET TRANSFER REQUEST FORM

Please note the following guidelines:

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- 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.
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- **All budget transfers must be submitted to the Supervisor's Office using this form.**

DEPARTMENT HEAD NAME (printed): Elizabeth Cassidy
 SIGNATURE: [Signature] DATE: 1/6/22

2021 Budget

1. \$ 363.60 FROM: ADD-3620-0103 Asst. CEO \$8357.25
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: ADD-3620-0404 Expense & Travel (\$363.60)
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: cover shortage from W. Kramer office coverage

2. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

3. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

4. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

5. \$ _____ FROM: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 TO: _____
ACCT NO. ACCT TITLE CURRENT BALANCE
 REASON: _____

APPROVALS:
 SUPERVISOR SIGNATURE : _____
 TOWN BOARD MEETING APPROVAL DATE: _____

Date: _____
 Action #: _____

5H

TOWN OF AURORA

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

MEMO

TO: Supervisor Bach and Town Board Members
FROM: Elizabeth Cassidy, Code Enforcement Officer
DATE: January 6, 2022

Requesting Justice Court Action in reference to:

Town of Aurora Code Section 116-86C Expiration of Permits

Jason and Alison Pierce
1442 Emery Rd
East Aurora, NY 14052

I respectfully request approval from the Town Board to initiate Justice Court Action for failure of the above to renew or close out the in-ground pool permit that was issued 7/1/2020. Please see the attachments.

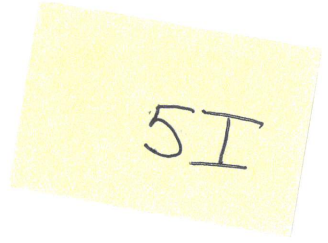
Liz Cassidy

2022 Pay Rates *effective*
 As of ~~1/1/2022~~ *12/31/2021*

Seasonal Employees

~~Assuming~~ NYS minimum Wage \$13.20 per hour (from \$12.50 2021)

Position/Year	1	2	3	4	5	6
Recreation Attendants, Sports, Program Assistants, Junior (HS)	\$ 13.30	\$ 13.55	\$ 13.80	\$ 14.05	\$ 14.30	\$ 14.55
Day Camp (HS), Tennis (HS) Senior (Other)	\$ 13.40	\$ 13.65	\$ 13.90	\$ 14.15	\$ 14.40	\$ 14.65
STAR, Theater, Best of Broadway	\$ 13.40	\$ 13.65	\$ 13.90	\$ 14.15	\$ 14.40	\$ 14.65
Lifeguards	\$ 13.60	\$ 13.85	\$ 14.10	\$ 14.35	\$ 14.60	\$ 14.85
Certified Water Safety Instructors (Only when teaching)	\$ 14.60	\$ 14.85	\$ 15.10	\$ 15.35	\$ 15.60	\$ 15.85
Day Camp Counselors (College), Excl. Little (College), STAR (College), Track (College), Tennis (College)	\$ 13.80	\$ 14.05	\$ 14.30	\$ 14.55	\$ 14.80	\$ 15.05
Head Lifeguard, Adult Supervisors, Head Tennis Coach	\$ 14.85	\$ 15.10	\$ 15.35	\$ 15.60	\$ 15.85	\$ 16.10
Swim Lesson Coordinator, Facility Manager	\$ 15.60	\$ 15.85	\$ 16.10	\$ 16.35	\$ 16.60	\$ 16.85
Day Camp Program Coordinator	\$ 14.85	\$ 15.10	\$ 15.35	\$ 15.60	\$ 15.85	\$ 16.10
Exclusively Little Teacher	\$ 14.60	\$ 14.85	\$ 15.10	\$ 15.35	\$ 15.60	\$ 15.85



EAST Coaches' Rate Chart 2022

Years Coaching	1	2	3	4	5	6	7
Adult Coach -No College Swimming Experience	\$14.00	\$14.10	\$14.20	\$14.30	\$14.40	\$14.50	\$14.60

Adult Coach -College Swimming Experience	\$14.50	\$14.60	\$14.70	\$14.80	\$14.90	\$15.00	\$15.10
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Number of Assistances Added to Years	1	2	3	4	5
Additional Club Assistance -Meet entries, meet director assistant, parent communication, etc.	\$ 0.15	\$ 0.30	\$ 0.45	\$ 0.60	\$ 0.75

Month Year Reported: ----> December 2021 CLERK'S MONTHLY REPORT
 Town Name: -----> Town of Aurora
 Prepared By: -----> Martha L. Librock
 Date Submitted: -----> Jan, 03 2022

GA

TO THE Supervisor:

Pursuant to Section 27, Subd. 1, of the Town Law, I hereby make the following statement of all the fees and monies received by me in connection with my office, during the month above stated, excepting only such fees and monies the application and payment of which are otherwise provided for by law.

RSC Code	Revenue Description rpt_RT_CMR_03_2011	Item Count	Total Revenue	Town Portion	Other Disburses
100	SPORTING LICENSE REVENUE	5	177.00	9.76	167.24
200	DOG LICENSE REVENUE	217	2,696.00	2,447.00	249.00
301	MARRIAGE LICENSE	4	160.00	70.00	90.00
303	CERTIFIED MARRIAGE CERTIFICATE	3	30.00	30.00	0.00
602	DEATH CERTIFICATE	3	240.00	240.00	0.00
606	DEATH - GENEALOGY	1	11.00	11.00	0.00
607	MARRIAGE - GENEALOGY	1	11.00	11.00	0.00
701	DOG CENSUS FEE	36	210.00	210.00	0.00
Report Totals:		270	3,535.00	3,028.76	506.24
REVENUES TO SUPERVISOR - CLERK FEES					581.76
REVENUES TO SUPERVISOR - DOG FEES					2,447.00
TOTAL TOWN REVENUES TO SUPERVISOR:					3,028.76
Amount paid to NYS DEC REVENUE ACCOUNTING					167.24
Amount paid to DEPT. OF AG. AND MARKETS					249.00
Amount paid to STATE HEALTH DEPARTMENT FOR MARRIAGE LICENSES					90.00
TOTAL DISBURSED TO OTHER AGENCIES:					506.24
TOTAL DISBURSED:					3,535.00

January 4 20 22 JAMES J BACIA Supervisor,
 State of New York, County of Erie, Town of Aurora

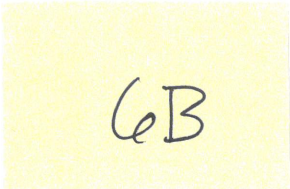
Martha L. Librock being duly sworn, says that she/he is the Town Clerk of the Town of Aurora that the foregoing is a full and true statement of all Fees and Monies received by her/him during the month stated, excepting only such Fees the application and payment of which are otherwise provided for by law.

Subscribed and Sworn to before me
 this 4th day of January 20 22

Martha L. Librock
 Town Clerk

Sheryl A. Miller Notary Public

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



MONTHLY REPORT FOR TOWN BOARD, TOWN OF AURORA FOR **December 2021**

see attached fee report for permits issued

\$ 6,346.05	December 2021 Fees
\$ 113,729.70	Current Year Total Fees through December 2021
\$ 40.00	Monthly Zoning Compliance letter fees (\$ YTD total)
\$ 111,061.34	Total Fees through December 2020

INSPECTIONS COMPLETED:

For Building Permits:	106
For Fire Safety:	0

NOTICES SENT:

Permits Expiring Soon:	0
Permit Expired:	0
Violations:	6
2 nd Notice Violations:	2
Fire Violations:	0
Zoning Comp Letters:	1
False Alarm Notices:	2 (Nov.)
FA 2 nd Notice:	0
FA Final Notice:	0

ZONING BOARD OF APPEALS:

New Hearings:	0
Req to Amend:	0
Adjourned:	0
Review:	0
Decisions:	1

<u>JCA CASES:</u>	0
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Town of Aurora

Building Permit Fee Report - by Issued Date: 12/01/2021 - 12/31/2021

Permit#	Location	Issued	Description	Square Ft	Project Cost	Permit Fee	Rec Fee	Water Fee	Sec Dep
2021-0454	1280 Center St	12/01/21	Generator		7,700.00	50.00			
2021-0455	34 Maple Rd	12/06/21	Interior alterations	963.00	85,000.00	367.05			
2021-0456	5 Ernst Pl	12/06/21	replace signs on facade	96.00	5,000.00	240.00			
2021-0457	550 Olean Rd	12/08/21	Commercial addition of Lean-to for cold	1,360.00	8,000.00	239.00			
2021-0458	42 Riley St	12/08/21	Interior buildout of SNAP Fitness			1003.35			
2021-0459	105 Park Pl	12/09/21	Egress Window	20.00	7,765.00	100.00			
2021-0460	Lapham Rd	12/10/21	Collocation of antennas, ancillary equip		20,000.00	50.00			
2021-0461	696 Oakwood Ave	12/10/21	Interior Renovation	1,344.00	50,000.00	500.40			
2021-0462	1261 Luther Rd	12/10/21	Interior renovations	263.00		122.05			
2021-0463	437 Olean Rd	12/13/21	Convert former restaurant to office spac	2,112.00		769.20			
2021-0464	159 Maple Rd	12/13/21	Addition of basement half bathroom	33.00	8,000.00	100.00			
2021-0465	198 Hamlin Ave	12/14/21	(RI 20-474) Renovation, new front and si	1,928.00		306.30			
2021-0466	1640 Lewis Rd	12/14/21	Single Family Dwelling with Attached Gar	2,610.00	334,086.00	963.50	200.00		
2021-0467	266 Girard Ave	12/15/21	Pergola	144.00	1,200.00	56.60			
2021-0468	1050 Cheval Rd	12/16/21	Deck	240.00	24,498.00	71.00			
2021-0469	253 Main St	12/21/21	Ground sign - installed parallel to Main	16.00	2,100.00	60.00			
2021-0470	102 Ellicott Rd	12/21/21	Pool - Above ground with alarm and ladde		3,864.00	50.00			
2021-0471	44 Hamburg St	12/21/21	Commercial interior remodel, exterior fi	2,062.00	300,000.00	751.70			
2021-0472	250 Willardshire Rd	12/22/21	Generator		14,454.00	50.00			
2021-0473	25 Park Lane S	12/22/21	Fence - 7' h privacy fence on south prop		6,000.00	50.00			
2021-0474	1821 Olean Rd	12/23/21	Addition - 3 season room	224.00	14,000.00	143.40			
2021-0475	151 Brooklea Dr	12/23/21	Interior Renovation	350.00	60,000.00	152.50			
2021-0476	136 Olean St	12/30/21	Fence- 6' h wood privacy @ rear of house		4,000.00	50.00			
2021-0477	34 West Falls Rd	12/30/21	Generator			50.00			
2021-0478	370 South Park Pl	12/30/21	Generator		6,652.20	50.00			
Total Count:					25	962,319.20	6346.05	200.00	

60

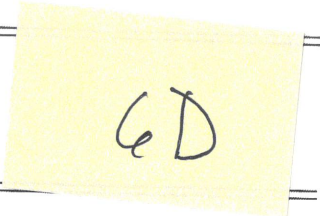
TOWN OF AURORA DOG CONTROL REPORT: Dec-21

PHONE CALLS RECEIVED	TOWN OF AURORA	EAPD	NYSP	TOTAL CALLS
Attack/Fighting				
Barking	1			
Bites				
Cats	1			
Damage by Dogs				
Deceased Dogs				
Found Dogs		2		
Injured/Sick				
Licensing	1			
Loose/Unleashed Dogs	1	2		
Lost Dogs				
Miscellaneous Calls	1			
Mutual Aid				
MVC-Dogs/Cats				
Other Animals				
Threatening Dogs				
Welfare	1			
TOTAL	6	4	0	10

IMPOUNDMENTS:

DATE	BREED	Amount	
12/11/2021	lab mix	\$0	released to Hamburg Mutts for Freedom
12/12/2021	Irish Setter	\$215	same owner
	Irish Setter		
12/17/2021	Chihuahua	\$65	
	Total	\$280	

**Town of Aurora
Call/Complaint Record**



Call/Complaint #: 6838

Category: Building Department Work Requi

Date: 12-14-21

Closed: 12-27-21

Caller Name: Donna

Street Address: Senior Center

City:

State:

Zip:

-

Phone: () -

Notes: repair kiln in craft room The thermocouple needs replacing we think.
Joe Ingelfinger repaired.



6E

TOWN OF AURORA
Southside Municipal Center
300 Gleed Avenue, East Aurora, NY 14052

From: Barbara A. Halt, Water Clerk

Monthly Statement – Water Fee Collection

To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of Dec, 2021_ in connection with the collection of water fees, excepting only such fees the application and payment of which are otherwise provided for by law:

Received From	Type of Receipt	Amount
Water Billing	Water Bills	\$94.49
	Total Received	\$94.49

State of New York
County of Erie
Town of Aurora

Barbara A. Halt, being duly sworn, says that she is the Water Clerk of the Town of Aurora; that the foregoing is a full and true statement of all fees and monies applicable to water fee collection received by her during the month stated excepting only such fees and monies the application of which are otherwise provided for by law.

Barbara A. Halt
Barbara A. Halt, Water Clerk

Subscribed and Sworn to before me
this 4th day of January, 2022

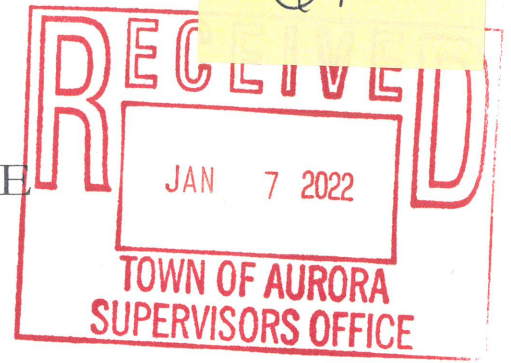
Sheryla A. Miller
Notary Public

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



COUNTY OF ERIE

MARK C. POLONCARZ
COUNTY EXECUTIVE



January 3, 2022

Honorable James J. Bach
Supervisor, Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052

Dear Supervisor Bach:

I am pleased to inform you that the following project submitted by the Town of Aurora for funding assistance through the Erie County Consortium Community Development Block Grant Program has been approved for the noted dollar amount.

Aurora Senior Center Exterior Door ADA Improvemens and LED Light Upgrade \$ 95,190

The project is included in our 2022 draft Annual Action Plan scheduled for a 30-day public review period beginning January 10, 2022.

Congratulations on a fine application. The Consortium's Project Selection Committee received twenty-six (26) proposals. Unfortunately, the available funds limited the number of approved applications to eleven (11). This reflects the very competitive nature and great interest in the Block Grant Program throughout the County.

Once again, congratulations and please contact Erie County Department of Environment and Planning Principal Contract Monitor Paul D'Orlando at 858-2194 should you have any questions.

Very truly yours,

Mark C. Poloncarz, Esq.
Erie County Executive

MCP:PJD/mw
Cc: Paul J. D'Orlando

2022 CD Project Approval Letters