

WS-1

### SPECIAL USE PERMIT

Pursuant to Chapter 116 Article III of the Zoning Code of the Town of Aurora, a Special Use Permit is hereby granted by the Town Board of the Town of Aurora in accordance with the following:

**APPLICANT:** Ricardo and Jyl Rivera  
The Blueberry Treehouse Farm

**PROPERTY ADDRESS:** 1887 Davis Road, PO West Falls; SBL#199.03-1-9.1  
1895 Davis Road, PO West Falls; SBL#199.03-1-10.1  
1897 Davis Road, PO West Falls; SBL#199.03-1-9.21

**PROPERTY OWNER:** Ricardo and Jyl Rivera

**CODE:** Chapter 116 – Zoning §116-8.7  
B2 Business; Paragraph B

**USE:** Principal Use: U-Pick Blueberry Farm  
and treehouse design/construction business  
Auxiliary Use: Outdoor Event Center

The Town of Aurora received an application to amend a Special Use Permit granted to the Applicants August 10, 2020.

Background. Applicants operate a u-pick blueberry farm and treehouse construction business on the Property, which is Zoned Business 2. The Property is also adjacent to the Applicants' primary residence. The Applicants were granted a Special Use Permit on August 10, 2020 to hold out-door concerts on Thursdays to attract more berry pickers, to use the property as a venue for small weddings and private parties, and to provide alcohol for these functions.

Additional conditions and safeguards are deemed necessary by the Town Board to implement the purpose and intent of the Amended Special Use Permit. This permit is contingent and subject to the following:

1. CODE REQUIREMENTS: Full compliance with all sections of the Aurora Code as presently codified or as may be amended from time to time.
2. APPLICATION AND PLANNING BOARD: Subject to all plans and specifications submitted with the application, recommendations of the Planning Board and additional conditions and terms as adopted by the Town Board.
3. VIOLATION: Any violation of the provisions of the Permit or any other applicable law, code, rule or regulation of any government or department shall

3. PARKING: On-site parking is limited to a total of 95 vehicles at 1987 Davis Road and the adjacent parcels at 1895 and 1897 Davis Road, which is currently leased by the Applicant, as shown on the attached drawing. If off-site parking is necessary, Applicant shall provide transportation to and from off-site parking. Parking is not permitted on Davis Road.

4. ATTENDEES: The maximum number of attendees at any one event is 380 based on the proposed number of parking spaces (95) and the Town Code of four occupants per vehicle.

5. EVENTS – Applicant shall not hold more than three events per week. Applicant shall not hold events Mon.-Wed. and shall limit the hours of events as follows:

- Thurs.: 5:00pm – 9:00pm
- Fri.: 10:00am – 10:00pm
- Sat.: 10:00am – 10:00pm
- Sun.: 12:00pm – 7:00pm

Events include, but are not limited to, concerts, weddings, receptions, and private parties.

Events are limited to the months of June through October.

6. OTHER CONDITIONS:

- Applicant shall not permit more than two food trucks per event.
- Sound application systems are not permitted after 9:00pm.
- There shall be a minimum of two portable toilets. New York State Building and Plumbing code will dictate the number of portable toilets and hand washing/sanitizing stations based on the number of attendees at any particular event.
- Alcoholic beverages are permitted subject to a license from the New York State Liquor Authority. Alcoholic beverages may only be served within the location marked on the attached drawing.
- Alcoholic beverages are permitted only within the area marked on the attached drawing.
- Applicant will ensure adequate lighting for security, safety, and traffic circulation.
- Applicant shall receive approval of a traffic circulation, signage and safety plan from the East Aurora Police Chief and West Falls Fire Chief.
- This permit shall be reviewed annually by the Town Board during the month of May, or before, each year beginning in 2021. Town of Aurora may terminate the Special Use Permit at any time.
- Applicants must be the venue operator and the property must remain under the Applicants' ownership.
- Applicant shall at all times comply with applicable regulations, including liquor authority requirements, health department codes, and Town of Aurora Codes.
- Overnight accommodations of guests are prohibited.
- A hard-style fence will be installed along the southerly lot line of 1897 Davis Road (SBL#199.03-1-9.21) from the front of the property to the band shell platform location.

Adopted this 12<sup>th</sup> day of April, 2020.

WS-2 4B-1

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that a public hearing will be held by the Town Board of the Town of Aurora on the 13th day of June, 2022 at 7:00 p.m. at the Aurora Municipal Center, 575 Oakwood Avenue, East Aurora, New York, at which hearing parties and interested citizens shall have an opportunity to be heard on the adoption of a Local Law of the Town of Aurora for the year 2022, to amend Chapter 116 of the Codes of the Town of Aurora.

All interested parties are entitled to be heard upon the said proposed Local Law at such public hearing. Copies of said proposed Local Law are available for review at the offices of the Town Clerk during normal business hours or on the Town website [www.townofaurora.com](http://www.townofaurora.com)

By Order of the Town Board of the Town of Aurora.

Dated: May 23, 2022

MARTHA LIBROCK, Town Clerk  
Town of Aurora

4B-2

**NOTICE OF PUBLIC HEARING**

PLEASE TAKE NOTICE, that a public hearing will be held by the Town Board of the Town of Aurora on the 13th day of June, 2022 at 7:00 p.m. at the Aurora Municipal Center, 575 Oakwood Avenue, East Aurora, New York, at which hearing parties and interested citizens shall have an opportunity to be heard on the adoption of a Local Law of the Town of Aurora for the year 2022, to amend Chapter 65 and rescind Chapter 44 of the Codes of the Town of Aurora.

All interested parties are entitled to be heard upon the said proposed Local Law at such public hearing. Copies of said proposed Local Law are available for review at the offices of the Town Clerk during normal business hours or on the Town website [www.townofaurora.com](http://www.townofaurora.com)

By Order of the Town Board of the Town of Aurora.

Dated: May 23, 2022

MARTHA LIBROCK, Town Clerk  
Town of Aurora



Town of Aurora  
Department of Parks & Recreation

575 Oakwood Avenue  
East Aurora, New York 14052

WS-3 5A

recreation@townofaurora.com  
www.aurorarec.com

To: Town Board  
From: Meaghan Tent  
Date: 5/13/22  
Re: New Program

Approval is requested to offer a new program title Ultimate Frisbee – Learn to Play! This is a program for kids to learn how to play ultimate frisbee. The class will be supervised by Kevin O'Connor and Tyler Davis. I have attached their resume, a program flyer and a budget.

2022 Town of Aurora Parks and Recreation

# Ultimate Frisbee

[www.aurorarec.com](http://www.aurorarec.com)

Learn to play ultimate frisbee this summer! The goal of Ultimate Frisbee is to teach the disc skills required to play ultimate frisbee and give kids of all ages an opportunity to practice conflict resolution within the framework of the rules of ultimate frisbee.

WHEN: Wednesdays & Sundays – July 6 - August 14

FOR: Boys and Girls ages 5-17

TIME: 3:00 – 4:30 P.M.

WHERE: Hamlin Park Soccer/Football Field  
In case of inclement weather, classes will be canceled. The decision will be made at 2:00 p.m. Please check website or call 652-8866

EQUIPMENT  
NEEDED: Sneakers and a water bottle

COST: \$40.00 Residents NO REFUNDS  
\$45.00 Nonresidents

REGISTRATION: REGISTER ONLINE at [www.aurorarec.com](http://www.aurorarec.com)  
Mail or deliver registration form and fee payable to:  
Town of Aurora Parks & Recreation, Oakwood Ave, East Aurora, NY 14052

TOWN OF AURORA PARKS & RECREATION  
2022 INTRODUCTION TO COED VOLLEYBALL

NAME \_\_\_\_\_ AGE \_\_\_\_\_ DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

First Last

ADDRESS \_\_\_\_\_ M or F  
Street Town Zip

HOME PHONE \_\_\_\_\_ EMERG. PHONE \_\_\_\_\_ CONTACT PERSON \_\_\_\_\_

PARENTS' NAMES \_\_\_\_\_ CELL PHONE \_\_\_\_\_

PARENTS' E-MAIL ADDRESS \_\_\_\_\_

MEDICAL OR DEVELOPMENTAL INFO WE SHOULD BE AWARE OF: \_\_\_\_\_

RELEASE: I HEREBY RELEASE THE TOWN OF AURORA AND EMPLOYEES AND/OR VOLUNTEERS & STAFF FROM ANY RESPONSIBILITY OR LIABILITY IN CONNECTION WITH THIS ACTIVITY.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

PARENT/GUARDIAN

UFris22 Resident-\$40.00/Nonresident-\$45.00

## Proposal for Ultimate Frisbee- Learn to Play Summer 2022

Ultimate Frisbee is a fast-growing sport that places at its core a concept known as the spirit of the game. This is seen most directly through a self-officiated format at its highest levels. This means that at the high schools, college and club level players are responsible to discuss the outcome of any disagreement and must come to an understanding without an objective third party. Values taught in Ultimate Frisbee align with the growing push for social emotional learning. The goal of the Ultimate Frisbee Learn to play is to teach the disc skills required to play ultimate frisbee and provide kids of all ages an opportunity to practice conflict resolution within framework of the rules of ultimate frisbee.

The learn to play will be open to any children or teens 5-17 years old and will be supervised in affiliation with Nickel City Ultimate by Kevin O'Connor or Tyler Davis, both of whom have experience coaching and developing youth programs. Attached is a copy of their resumes. All equipment will be provided by the Nickle City Ultimate associates. The learn to play would take place Sunday and Wednesday afternoons from 3:00-4:30pm from 6/29/22 to 8/7/22 and would cost 40\$ per person. Capacity for the learn to play will be 40 persons. If approved, the learn to play would take place at the Parkdale fields at those times. Thank you for your consideration and we look forward to hearing from you.

Ultimate Frisbee 2022

Revenue				
Account	Registrants	Resident fee	Non-Resident Fee	Total
A00-2052-0000-0000	25	\$ 40.00	\$ 45.00	\$ 1,000.00

Expenditures	
Account	Instructor
A00-7186-0411-0000	Instructor will be paid 85% of the total revenue.





WS-4

5B

**Sales Quote: Q-244269**

**Offer Expires:** June 10, 2022

**Prepared for:**

Luke Wochensky  
 Councilmember  
 Town of Aurora, NY  
 575 Oakwood Avenue  
 East Aurora, NY 14052  
 1 (716) 208-6376  
 lwochensky@townofaurora.com

**Prepared by:**

Blair Morgen  
 SLG Account Executive  
 OnSolve  
 780 West Granada Blvd  
 Ormond Beach, FL 32174  
 blair.morgen@onsolve.com

**Payment Terms:** Net 30

**Billing Frequency:** Annually

**Currency:** USD

**Subscription Service Fees**

**Critical Communications**

Item/Description	Order Term	Qty	Annual Price*	Term Total
CodeRED Standard Unlimited Package	06/01/2022 - 05/31/2023	1	\$6,965.00	\$6,965.00
CodeRED Weather Warning	06/01/2022 - 05/31/2023	1	\$0.00	\$0.00
CodeRED Premium Data	06/01/2022 - 05/31/2023	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	06/01/2022 - 05/31/2023	3	\$0.00	\$0.00
<b>Critical Communications Subscription Fees</b>				<b>\$6,965.00</b>

**ORDER TOTAL**

**\$6,965.00**

**Annual Fees**

<b>Year 1 Subscription Fees + Non-Recurring Service Fees</b>	<b>\$6,965.00</b>
--	-------------------

\*The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

**Service Description – Critical Communications**

**CODE-Unlimited Pkg**

- CodeRED Subscription Service
- Emergency and non-Emergency use
- Unlimited voice minutes, SMS Text, Email, RSS, TTY and Social Media messages
- Unlimited CodeRED Mobile Alert application push notifications

- Unlimited initiators
- Role based initiator permissions
- Esri based mapping
- Custom geocoding
- Managed Data Services with one (1) annual Data Load
- Two-Way messaging for contacts
- Dedicated public enrollment web page with branding
- Unlimited Opt-in categories
- Contact enrollment web page
- Web widget with enrollment link
- Voice based polling
- Reporting and analytics
- Resource Library
- Solution setup
- Base System Updates and Maintenance
- One (1) annual live web-based training – client dedicated
- Unlimited access to monthly web-based live and recorded trainings
- 24/7/365 support

#### **Service Terms**

- Use of the Subscription Service is intended for **Town of Aurora NY, (Erie County) Village of East Aurora NY, and Hamlets of West Falls, Griffins Mills, South Wales, and Jewettsville.**
- Population: **14,500**. A population increase above 10% may result in increased pricing.
- Emergency means threat to life and/or property.
- "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.



**Sales Quote: Q-366780**

**Offer Expires:** June 10, 2022

**Prepared for:**

Luke Wochensky  
 Councilmember  
 Town of Aurora, NY  
 575 Oakwood Avenue  
 East Aurora, NY 14052  
 1 (716) 208-6376  
 lwochensky@townofaurora.com

**Prepared by:**

Blair Morgen  
 SLG Account Executive  
 OnSolve  
 780 West Granada Blvd  
 Ormond Beach, FL 32174  
 blair.morgen@onsolve.com

**Payment Terms:** Net 30

**Billing Frequency:** Annually

**Currency:** USD

**Subscription Service Fees**

**Critical Communications**

Item/Description	Order Term	Qty	Annual Price*	Term Total
CodeRED Standard Unlimited Package	09/01/2022 - 08/31/2025	1	\$6,616.75	\$19,850.25
CodeRED Weather Warning	09/01/2022 - 08/31/2025	1	\$0.00	\$0.00
CodeRED Premium Data	09/01/2022 - 08/31/2025	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	09/01/2022 - 08/31/2025	3	\$0.00	\$0.00
CodeRED Standard Unlimited Package	06/01/2022 - 08/31/2022	1	\$0.00	\$0.00
CodeRED Weather Warning	06/01/2022 - 08/31/2022	1	\$0.00	\$0.00
CodeRED Premium Data	06/01/2022 - 08/31/2022	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	06/01/2022 - 08/31/2022	3	\$0.00	\$0.00
<b>Critical Communications Subscription Fees</b>				<b>\$19,850.25</b>

**ORDER TOTAL**

**\$19,850.25**

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$6,616.75
Year 2 Subscription Fees	\$6,616.75
Year 3 Subscription Fees	\$6,616.75

\*The fees shown above may have been rounded to two decimal places for display purposes. As many as ten decimal places may be present in the actual price. The totals for this order were calculated using the actual price, rather than the fees displayed above, and are the true and binding totals for this order.

Service Description -- Critical Communications

**CODE-Unlimited Pkg**

- CodeRED Subscription Service
- Emergency and non-Emergency use
- Unlimited voice minutes, SMS Text, Email, RSS, TTY and Social Media messages
- Unlimited CodeRED Mobile Alert application push notifications
- Unlimited initiators
- Role based Initiator permissions
- Esri based mapping
- Custom geocoding
- Managed Data Services with one (1) annual Data Load
- Two-Way messaging for contacts
- Dedicated public enrollment web page with branding
- Unlimited Opt-in categories
- Contact enrollment web page
- Web widget with enrollment link
- Voice based polling
- Reporting and analytics
- Resource Library
- Solution setup
- Base System Updates and Maintenance
- One (1) annual live web-based training – client dedicated
- Unlimited access to monthly web-based live and recorded trainings
- 24/7/365 support

**Service Terms**

- Use of the Subscription Service is intended for **Town of Aurora NY, (Erie County) Village of East Aurora NY, and Hamlets of West Falls, Griffins Mills, South Wales, and Jewettsville.**
- Population: **14,500**. A population increase above 10% may result in increased pricing.
- Emergency means threat to life and/or property.
- "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.

DRAFT

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

WS-5

50

## Application for Temporary Use Permit

### Town of Aurora Parks

Submit applications to:  
Town of Aurora Recreation Department  
575 Oakwood Ave  
East Aurora, NY 14052  
Telephone (716) 652-8866 Fax: (716) 652-5646

All requests must be made no less than 30 days in advance of event/use.

1. Name of Organization: Boys & Girls Club of East Aurora
2. Individual Responsible for this request: Christina Potempa
3. Address: 24 Paine Street, East Aurora, NY 14052
4. Telephone number: 716-652-4180
5. Fax: None
6. Email Address: cpotempa@bgcea.org
7. Date(s) of event 6/25/22
8. Hours of use including set up/take down: Start 9:00  am/pm End 2:00  am/pm
9. Description of the event or use:  
The Club will be hosting a Pitch, Hit & Run competition that is free for the community. We are also requesting permission for a rain date on June 26th for the same time frame.
10. Specific area(s) requested, map attached  
 JP Nicely West Falls Park  
 Warren Drive Park  
 Majors Park  
 Community Pool Park
11. Specific equipment to be brought in to park (porta johns, tents, etc.) Tables, chairs, bats, balls, gloves, and other equipment
12. Need: Water  Electric
13. Estimated attendance: 60
14. Will food or drinks be served?  Yes If yes, describe: Refreshments at the registration table.

15. Will there be sound amplification or music or a band(s)?  If yes, describe:  
Music will be amplified by the portable speakers

16. Other services requested (describe): \_\_\_\_\_

\_\_\_\_\_ Police \_\_\_\_\_

Parks and Recreation Department tape measure

(Provide drawings describing location, size and text of all proposed signs for this event to the Town of Aurora Building Department, 300 Glead 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 Town of Aurora Parks.**

  
\_\_\_\_\_  
Signature of Applicant

5-16-22  
\_\_\_\_\_  
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.)

Application  Recommended or  Not recommended  
by Recreation Department



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
11/11/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> USI Insurance Services, LLC 726 Exchange St. Ste 618 Buffalo, NY 14210 716 314-2000	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A : Philadelphia Indemnity Insurance Co.</b>		<b>18058</b>
<b>INSURED</b> Boys & Girls Club of East Aurora, Inc. 24 Paine Street East Aurora, NY 14052		
<b>INSURER B :</b> _____		
<b>INSURER C :</b> _____		
<b>INSURER D :</b> _____		
<b>INSURER E :</b> _____		
<b>INSURER F :</b> _____		


**COVERAGES**                                  **CERTIFICATE NUMBER:**                                  **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	X	X	PHPK2343335	11/01/2021	11/01/2022	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>1,000,000</b> MED EXP (Any one person) \$ <b>20,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>			PHPK2343335	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ <b>10000</b>			PHUB791008	11/01/2021	11/01/2022	EACH OCCURRENCE \$ <b>7,000,000</b> AGGREGATE \$ <b>7,000,000</b> \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			PHPK2343335	11/01/2021	11/01/2022	1,000,000 Each Incident 2,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Named Insureds:**  
 Boys and Girls Clubs of Erie County Inc  
 Boys and Girls Clubs of Buffalo, Inc.  
 Boys & Girls Club of East Aurora, Inc.  
 Boys & Girls Club of Eden Inc DBA BGC Lakeshore  
 (See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  Town of Aurora Attn: Martha Librock 575 Oakwood Avenue East Aurora, NY 14052	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  

## DESCRIPTIONS (Continued from Page 1)

Boys & Girls Club of Elma Marilla & Wales Inc.  
Boys & Girls Club of Holland, Inc.  
Boys & Girls Club of Orchard Park, Inc.  
Russell J Salvatore Boys & Girls Club of Depew Lancaster Inc

Additional insured and/or waiver of subrogation coverage marked with an X apply only when such coverage is required by a written contract signed by all parties prior to a loss. The umbrella liability limits are in addition to those provided by the general liability, auto liability, and professional liability policies.



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**  
575 Oakwood Ave., East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

### Indemnification Agreement


#### Town of Aurora Parks

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 18 day of May, 2022

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

Qualified in Erie County, New York  
My commission expires: 06/08/2022

**NICOLE P. WHITE**  
Notary Public - State of New York  
No. 01WH6008491  
Qualified in Erie County  
My Commission Expires 6/8/22

TOWN OF AURORA  
SITE PLAN REVIEW APPLICATION

1 4A

Date submitted: 4/11/2022

Applicant name: Sammie Trent, 716 - Sprouting Minds Montessori School

Applicant address: 1276 Mill Road

Property owner: Current: Tyler Geberl Under Contract: Sprouting Minds

Owner's address: Montessori School

Property address: 976 Davis Road

SBL # (s) 186.00-1-60.121

Prior owner Tyler Geberl

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

=====

Proposed Project: SMMS Move

Commercial  Multi family  Number of dwelling units

Zone: RR Total property Acreage: 19.5 Acreage covered by bldg 1

Square footage of building: 8,000 Cubic footage of building: 80,000

Aggregate square footage of other buildings on property: N/A

FEE SCHEDULE

Up to 5000 cu ft (20 x 25 x 10) - \$50 plus (+) \$100 per acre or fraction of acre.  
Up to 10,000 cu ft - \$75 plus (+) \$100 per acre or fraction of acre.  
Over 10,000 cu ft - \$75 plus (+) \$5 per 1,000 cu ft over 10,000 cu ft plus (+) \$100  
per acre or fraction of acre. 70 x 5 = 350

75  
+ 100  

---

175  
+ 350  

---

525

Fee: \$ 525<sup>00</sup>  
Receipt: # 385712

Received by [Signature]  
Town Clerk/Deputy Clerk

Base fee for cu ft \$ 75  
Each 1,000 cu ft over 10,000 \$ 350  
Acres \$ 100

SEOR action:  Type I (Long EAF)  Type II (Long EAF)  Unlisted (Short EAF)



5D

**ERIE COUNTY 2022-2025  
INTERMUNICIPAL SNOW REMOVAL AND ICE  
CONTROL AGREEMENT**

THIS INTERMUNICIPAL SNOW REMOVAL AND ICE CONTROL AGREEMENT (this "Agreement") made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the **COUNTY OF ERIE**, a municipal corporation organized under the laws of the State of New York having its offices at 95 Franklin Street, Buffalo, New York, (hereinafter referred to as the "County") and the **TOWN OF AURORA**, a municipal corporation within the County of Erie, having its offices at **300 GLEED AVENUE, EAST AURORA**, New York, (hereinafter referred to as the "Municipality").

**WITNESSETH:**

**WHEREAS**, the County owns, operates, and maintains a highway system located throughout the towns and villages of the County; and

**WHEREAS**, the County's Department of Public Works is responsible for administering and supervising all County related highway work, including the removal of snow and control of ice on County roadways; and

**WHEREAS**, the County wishes to contract with the Municipality for the removal of snow and control of ice on certain County roadways defined herein; and

**WHEREAS**, the Municipality has appropriate personnel and equipment to properly maintain County roadways for the purposes of snow removal and ice control; and

**WHEREAS**, on \_\_\_\_\_, 2022, the Municipality's Board approved a resolution in support of the Municipality contracting with the County for snow removal and ice control services; and \_\_\_\_\_

**WHEREAS**, on **April 7, 2022**, the Erie County Legislature approved resolution Comm. **6E-13** supporting the arrangement described herein.

**NOW, THEREFORE**, in consideration of the mutual covenants, agreements and consideration contained herein, the County and the Municipality (collectively the "Parties") agree as follows:

1. **RECITALS**: The foregoing Recitals are incorporated into the terms of this Agreement.
2. **DEFINITIONS**: Capitalized terms used but not defined herein shall have the meanings ascribed to them in this paragraph 2.
  - a. **Snow Season** shall be defined as beginning on September 1<sup>st</sup> and ending of April 30<sup>th</sup> of the following calendar year.

- b. **Lane Mile** shall mean a portion of any County road which is one mile long and of sufficient width to allow for the safe passage of a vehicle. Shoulders, median strips and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All County roads shall be considered to be at least two lanes wide for such purposes.
  - c. **Remove** shall mean that which is moved and re-deposited alongside the road, and shall include, if necessary, push back and shelving.
  - d. **Push Back** after storm is over, plowed snow should be plowed back as far as possible to provide snow storage in anticipation of the next storm.
  - e. **Shelving/Benching** additional snow storage can be provided by plowing high level snow banks with the wing elevated. The wing should be at least three feet off the pavement to avoid hitting guide rail.
  - f. **Extra Work** (requires prior approval of ECDPW) the removal of snow from areas requiring loading equipment and hauling vehicles, front end loaders, snow blowers or heavy dump trucks are usually used for this purpose.
  - g. **Municipal Executive** shall mean the Municipality's Mayor, Supervisor, Administrator, Highway Superintendent or DPW Commissioner.
3. **TERM**: The term of this Agreement shall be for a three-year period beginning on **September 1, 2022 and expiring on August 31, 2025** and will include three (3) Snow Seasons. This Agreement shall be reviewed annually in accordance with paragraph 10 of this Agreement. This Agreement may be extended at the request of the County with the approval of the Municipality. The Parties agree that they will commence discussion or negotiations pertaining to the extensions or renewal of this Agreement, whether in whole or in part, beginning **March of 2025**.
4. **SERVICES**: This Agreement shall include all activities necessary to control snow and ice on County roads, together with all necessary labor, equipment and materials. The Municipality agrees to Remove snow and to control ice and snow on the County roads, hereinafter listed on **Exhibit A**.

The Municipality will be required to maintain a sufficient level of manpower, equipment, and materials to enable it to meet the goal of providing safe and passable roadways. The Municipality shall clear such County highways of snow and ice as designated by the County, to the extent that the County may deem necessary to provide reasonable passage and movement of vehicles over such highways all in accordance with terms, rules and regulations as may be deemed by the County to be in the best interest of the public.

At all times, the County reserves the right to call out the Municipality to Remove and/or clear snow and ice and the Municipality hereby agrees to respond within a reasonable period of time. Both Parties shall **designate a 24-hour contact person**, with whom the County or the Municipality will contact in the event that either Party determines it is necessary to call out the other.

The Municipality will notify the County, in writing, when a higher level of snow removal is potentially required. The County will have a written response to the Municipality within twenty-four (24) hours of such notification as to whether or not the County is going to do the work themselves or have the Municipality do the higher level of snow removal. If the County District Engineer orders the work, with the approval of the County's Commissioner of Public Works, and the Municipality satisfactorily performs the work, the Municipality will be compensated by the County as follows:

- Labor shall be billed at the applicable Municipal rate; and
- Equipment will be billed at the present FEMA rates for such equipment.

In the event the Municipality does not perform as required per Section 2 of this Agreement, the County and the Municipality will be required to meet, as soon as possible, within ten (10) business days to settle the dispute.

5. **LANE MILES**: The schedule of County roads and number of Lane Miles that are subject to this Agreement are attached hereto and incorporated herein as **Exhibit A: Lane Mile Confirmation**. Shoulders, median strips and short widened sections designed for intersection turning lanes shall not be considered in the calculation of the number of Lane Miles to be maintained under this Agreement. All County roads shall be considered to be at least two lanes wide for such purposes. The number of Lane Miles for which compensation shall be paid hereunder is as set forth on **Exhibit A**.
6. **REPORTING REQUIREMENTS**: The Municipality agrees to complete daily log reports evidencing the work performed under this Agreement, a copy of which is attached hereto as **Exhibit B: Form SI-7ECrev**. The invoices, signed by the Municipal Executive, shall be submitted with the supporting documentation at least forty-five (45) days in advance of payment, as listed below in paragraph 7.
7. **PAYMENT**: The County agrees to reimburse the Municipality for services each year, subject to the terms and conditions enumerated herein, in the form of two (2) payments, payable as follows:

**\$4,693.86 for the 2022 – 2023 Snow Season, beginning September 1, 2022 through August 31, 2023:**

\$2,346.93 x number of Lane Miles in Exhibit A by December 15, 2022; and  
\$2,346.93 x number of Lane Miles in Exhibit A by April 15, 2023.

**\$4,881.61 for the 2023 – 2024 Snow Season, beginning September 1, 2023 through August 31, 2024:**

\$2,440.80 x number of Lane Miles in Exhibit A by December 15, 2023; and  
\$2,440.81 x number of Lane Miles in Exhibit A by April 15, 2024.

**\$5,076.88 for the 2024 – 2025 Snow Season, beginning September 1, 2024 through August 31, 2025:**

\$2,538.44 x number of Lane Miles in Exhibit A by December 15, 2024; and  
\$2,538.44 x number of Lane Miles in Exhibit A by April 15, 2025.

Payments shall be made on invoices submitted by the Municipality to the County's Department of Public Works ("Department"). The invoices shall be signed by the Municipal Executive and shall be submitted to the Department at least forty-five (45) days in advance of payment, as listed above.

8. **INDEMNIFICATION**: To the fullest extent permitted by law, the Municipality agrees that it will, at its own expense, indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto. The County agrees that it shall provide timely notice to the Municipality of any claim, action of proceeding, which may be filed or commences against the County by reason of the performance of such work.
9. **INSURANCE**: As a part of its obligation to indemnify, defend and hold harmless the County, its officers, agents and employees, as set forth above, the Municipality agrees to obtain and maintain in full force and effect, for the term of this Agreement, insurance coverage, naming the County as an additional insured, as described in **Exhibit C: County of Erie Standard Insurance Certificate and Instructions, Classification G**, which is attached hereto and incorporated herein.

In lieu of the foregoing, the Municipality may furnish satisfactory evidence of a self-insurance plan acceptable to the Erie County Attorney and/or Risk Management.

10. **AMENDMENT/TERMINATION**: Any modifications made to the terms of this Agreement which are mutually agreed upon by the Parties, in writing, shall become effective immediately, or as otherwise agreed.

Prior to the commencement of each Snow Season, the County will annually notify the Municipality, in writing, of any proposed modification(s) to this Agreement by September 1<sup>st</sup>. It is understood and agreed by the Parties that notice of any modification to this Agreement shall be deemed to be accepted by the Municipality and made a part hereof, except that in the event that the Municipality does not concur with the modification, the Municipal Executive may submit a letter of dispute to the County within ten (10) business days after receipt of the notice, setting forth the reason for the non-concurrence.

The Municipality and the County shall attempt to resolve the matter. If a resolution is unsuccessful, either Party may choose to terminate this Agreement upon thirty (30) days written notice to the other Party; however a request to terminate must be made no later than October 1<sup>st</sup> of each year. In the event a request to terminate is made after October 1<sup>st</sup>, said termination shall not be effective until the end of the current Snow Season, unless mutually agreed to, in writing, by the Parties.

11. **EXECUTORY**: It is understood by the parties that this Agreement shall be executory only to the extent of the monies available to the County of Erie and appropriated therefore, and no liability shall be incurred by the County beyond the monies available and appropriated for these purposes.
12. **SUCCESSORS**: This Agreement shall bind the successors, assigns and representatives of the Parties hereto.
13. **ASSIGNMENT**: This Agreement shall not be assigned without the written permission of the County.
14. **WAIVER**: Failure of any of the Parties to assert any right or declare any default hereunder shall not preclude such assertion or declaration at a later date or upon a recurrence of violation of such rights or event of default.

15. **GOVERNING LAW:** This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York.

16. **ENTIRE AGREEMENT:** This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the Parties.

**IN WITNESS WHEREOF,** the Parties hereto have caused this instrument to be executed by their duly authorized officers on the day and year first above written.

**COUNTY OF ERIE**

**MUNICIPALITY**

By: \_\_\_\_\_  
Mark Poloncarz/Maria Whyte  
County Executive/Deputy County Executive

By: \_\_\_\_\_  
Name:  
Title:

**APPROVED AS TO CONTENT:**

**APPROVED AS TO FORM:**

By: Electronically Signed  
William E. Geary, Jr., Commissioner  
Department of Public Works

By: Electronically Signed  
Kristen M. Walder  
Second Assistant County Attorney

Document # \_\_\_\_\_-PW

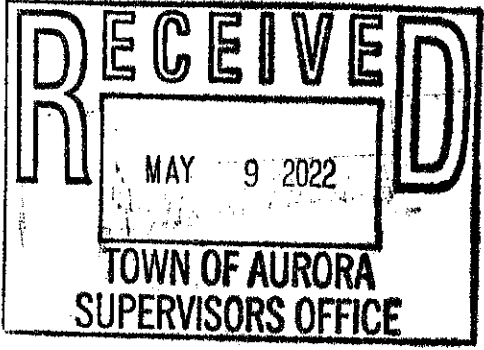
**FOR THE MUNICIPALITY:**

State of New York} ss.  
County of Erie}

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me, the undersigned, personally appeared \_\_\_\_\_, to me 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 entity or individual upon behalf of which the individual acted, executed the instrument by authority of said municipality.

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

5E



Dear Mr. Bach,

On behalf of the Buffalo Rugby Club, I want to thank you for the town's support of the recent Atlantic Super Regional Rugby Tournament. All the participants had positive comments about the fields and the downtown of East Aurora. We especially want to thank Dave Gunner and his crew for all of their help. Please accept the enclosed donation as a small thank you gift.

Sincerely yours,

Jeff Qualey

A handwritten signature in black ink, appearing to read "Jeff Qualey".

President, BRC

DEPOSIT INTO  
A 2025.2  
KNOX FIELD  
DONATIONS



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



M. 5F

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

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

**MEMO** \_\_\_\_\_

TO: Aurora Town Board  
FROM: Kathleen Moffat  
RE: Budget Amendment: Rugby Donation  
DATE: 5/23/22

Upon approval of the \$500 donation from the Buffalo Rugby Club, I respectfully request approval to amend the budget to record the donation. The amendment is as follows:

- Increase revenue line A 2052.2 Knox Field Donations by \$500.00
- Increase appropriation line A 7189.105 Knox Field Seasonal Labor by \$500.00

56



# 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): KATHLEEN MOFFAT  
 SIGNATURE: Kathleen Moffat DATE: 5/12/22

1. \$ <u>1,200.<sup>00</sup></u>	FROM: <u>A 9060.8</u> <small>ACCT NO.</small>	<u>HOSP. + MED. INSURANCE</u> <small>ACCT TITLE</small>	<u>143,096.<sup>86</sup></u> <small>CURRENT BALANCE</small>
	TO: <u>A5010.109</u> <small>ACCT NO.</small>	<u>MED. REIMBURSEMENT</u> <small>ACCT TITLE</small>	<u>1,275.<sup>00</sup></u> <small>CURRENT BALANCE</small>
	REASON: <u>TO PREVENT OVERDRAWN APPROPRIATION ACCOUNT - E. DEVESEO</u> <u>WAVE HEALTH INS.</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 : \_\_\_\_\_ Date: \_\_\_\_\_  
 TOWN BOARD MEETING APPROVAL DATE: \_\_\_\_\_ Action #: \_\_\_\_\_

5H



# 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): David Ganner  
 SIGNATURE: [Signature] DATE: 5/16/22

1. \$ <u>803</u>	FROM: <u>A 1620.101</u> ✓ <small>ACCT NO.</small>	<u>Buildings Maintenance</u> <small>ACCT TITLE</small>	<u>\$ 4,798.04</u> ✓ <small>CURRENT BALANCE</small>
	TO: <u>A 1620.140</u> ✓ <small>ACCT NO.</small>	<u>Buildings Maintenance OT</u> <small>ACCT TITLE</small>	<u>(802.99)</u> ✓ <small>CURRENT BALANCE</small>
	REASON: <u>Snow removal at town buildings was necessary after hours more often than anticipated</u>		
2. \$ _____	FROM: _____ <small>ACCT NO.</small>	ACCT TITLE _____	CURRENT BALANCE _____
	TO: _____ <small>ACCT NO.</small>	ACCT TITLE _____	CURRENT BALANCE _____
	REASON: _____		
3. \$ _____	FROM: _____ <small>ACCT NO.</small>	ACCT TITLE _____	CURRENT BALANCE _____
	TO: _____ <small>ACCT NO.</small>	ACCT TITLE _____	CURRENT BALANCE _____
	REASON: _____		
4. \$ _____	FROM: _____ <small>ACCT NO.</small>	ACCT TITLE _____	CURRENT BALANCE _____
	TO: _____ <small>ACCT NO.</small>	ACCT TITLE _____	CURRENT BALANCE _____
	REASON: _____		
5. \$ _____	FROM: _____ <small>ACCT NO.</small>	ACCT TITLE _____	CURRENT BALANCE _____
	TO: _____ <small>ACCT NO.</small>	ACCT TITLE _____	CURRENT BALANCE _____
	REASON: _____		

**APPROVALS:**

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

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