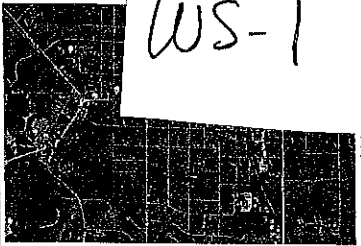



ELECTRIC VEHICLE CHARGING SERVICES – PROPOSAL SUMMARY AND DEFINITIONS:

Property Address	Town of Aurora, NY	Total Cost to Partner	\$0.00	Designated Area 
Equipment (Quantity)	Replace (1) ChargePoint Charging Station with BTC Power 30A Dual Port Level 2 Charging Station (1)	EV Parking Spaces	2	
Profit Sharing Payment	Provider shall remit to Partner 10% of the Profit generated by the Equipment on a quarterly basis. Partner waives all claims for any additional payments beyond the Profit Sharing Payment.			
Installation	Provider is responsible for installation. Provider undertakes to use licensed and insured professional services and obtain all necessary permits and comply with all applicable legal requirements to install the Equipment.			
Ownership and Operations	Provider owns the Equipment and is responsible for ongoing operations services, at all times during the Term.			
Nameplate Capacity	The intended full-load sustained output of the Power Distribution System ("PDS") over the course of a year. The final Nameplate Capacity shall be calculated by Provider once installation is complete and acknowledged by both Parties. Estimated Calculation: 72.1 kilowatts x 24 hours x 365 days = 631,187 kilowatt-hours ("kWh") Buyout Fee: \$0.01 per kWh			
Feasibility	Provider may need to complete a feasibility study of the Property as part of executing the Agreement. Once the feasibility study is complete Provider may make recommendations to Partner if changes to the Agreement are required to install the Equipment on the Property.			
Proposal Expiration	The above proposal shall expire ninety (90) days from the date of receipt.			

ELECTRIC VEHICLE CHARGING SERVICES – SITE HOST AGREEMENT BETWEEN:

Provider	 Greenspot JC, LLC, A New Jersey limited liability company 155 2nd Street, Jersey City, NJ 07302 Tel: (201) 347-7794, Email: info@joingreenspot.com		
Partner	Partner's Name; EIN: _____	Partner's State of Incorporation: _____	
	Address: _____	_____	
	Tel: _____	Email: _____	
Whereas Provider, is engaged in installing, operating, marketing, selling, managing, and servicing electric vehicle ("EV") networked charging equipment (the "Equipment"); and Whereas Partner is the owner, lease holder, or manager of the property(ies) located at the address(es) listed in the above proposal ("Property"); and Whereas Partner and Provider are interested to deploy and operate the Equipment on the Property through the terms and conditions set forth in this agreement ("Agreement"). In witness whereof, the Parties hereto have each caused this Agreement to be executed by their officers duly authorized to execute the same as of the day and year first below written.			
Signed by the authorized representative of Provider:	Signed by the authorized representative of Partner:	Property Owner/Leaseholder's Acceptance and Agreement (IF REQUIRED): By adding our signature below, we accept all of the terms and conditions of this Agreement that might apply to us, or might be affected by our ownership or leasehold on the Property, during the Term hereof. Additionally, our signature below expressly grants the authority to Partner to enter into this Agreement and carry out any obligations and make any decisions pursuant to this Agreement which may need our authorization due to our ownership or leasehold on the Property.	
Signature			
Name			
Position			
Date			

ELECTRONIC PAYMENT AUTHORIZATION FOR PROFIT SHARING:

Electronic Payments	Partner agrees that unless the ACH Form is completed below, no electronic Profit Sharing Payments shall be processed unless the aggregate amount due to Partner exceeds \$100. I hereby authorize Provider to electronically credit my account as follows and I agree that the ACH transactions I hereby authorize comply with all applicable law.		
Bank Name		Routing Number	
Name on the Account		Account Number	
I understand that this authorization will remain in full force and effect until I notify the Provider in writing that I wish to revoke this authorization. I understand that the Provider requires at least two (2) weeks prior notice in order to cancel this authorization. I understand that debits made for the sole purpose of correcting erroneous credits do not require my authorization.			
Signature		Name	Date

NOW THEREFORE, THE PARTIES HAVE AGREED, AS FOLLOWS:

Effective Date	The date that the Equipment is made accessible to EVs.
Term and Expiration	Five (5) years following the Effective Date. Upon expiration of the Term, the Agreement shall continue month-to-month.
Termination	Either Party may terminate this Agreement by delivering to the other ninety (90) days written notice of termination at any time during the Term or Expiration period.
Buyout	In the event the Partner elects to terminate this Agreement or a third-party wishes to assume the role of Provider, this is subject to a Buyout equal to Provider's Nameplate Capacity at the Property, per the Nameplate Capacity Schedule. In coordination with Partner, Provider may update the Nameplate Capacity Schedule via amendment prior to the start of construction. The Buyout shall be paid on or before the effective date of Termination, and ownership of the PDS shall be transferred to the appropriate party once Buyout is received. Provider shall continue to own the Equipment.
Removal of Equipment	In coordination with Partner, Provider shall have the right upon termination or expiration of this Agreement, to enter upon the Property within sixty (60) days after such termination or expiration and to remove the Equipment as well as any other ancillary property of Provider relating thereto. Once the Provider removes equipment, the conduit will be capped for future use.
Federal/State/Local Credits/Rebates/Grants	Payable to Provider. Provider holds all right, title and interest in and to any grants and/or rebates received, or may be received in the future, in connection with the installation, and/or operation of the Equipment under this Agreement. If any grant and/or rebate is received in the name of the Partner or its subsidiaries, Partner expressly agrees that this Agreement shall act as an assignment of its right, title and interest in and to such grant and/or rebate.
Agreement Subject to Grant/Rebate	If the Parties have submitted a grant/rebate application in connection with this Agreement, each Party agrees that this Agreement is being executed by the Parties subject to the Parties receiving the grant/rebate to cover all or part of the cost of this Agreement. Either Party may terminate this Agreement with no penalty if the grant/rebate is not received.
Collection of Revenue	Provider will record the Equipment usage and collect all revenue generated by the Equipment.
Profit	The gross revenues generated from the Equipment through EV charging fees, idle parking fees, and advertising, minus the Service Fees: (i) any electricity reimbursement or utility charges reimbursed or paid by Provider hereunder, (ii) any and all taxes paid by Provider, (iii) processing fees of 10% of gross revenues, (iv) and network/connectivity fees of \$25 per port per month.
Fixed Profit Sharing Spread	\$0.12 per kilowatt-hour ("kWh") consumed.
Electricity Reimbursement	If the Equipment is connected to Partner's electric meter, Provider shall reimburse Partner on a quarterly basis for the electricity used by the Equipment, in accordance with the usage indicated by the Equipment's internal meter. Partner shall provide the most recent electricity bill for Provider to calculate the Electricity Reimbursement.

	Provider is hereby granted the option to install its own electric meter at the Property and connect the Equipment to such meter at no cost to Partner.
Press Releases and Public Filings	Provider may release information concerning this Agreement as a press release. Partner agrees that Provider may use Partner's name and logo as a customer in its marketing materials subject to Partner's prior written approval. Partner may not disclose any information relating to this Agreement without obtaining Provider's prior written approval.
EV Charging Exclusivity	Partner hereby grants Provider with an exclusive right to install, maintain, service or operate any EV charging equipment on the Property during the Term.

EQUIPMENT, OPERATIONS, AND SERVICES:

Equipment Maintenance	Provider will maintain and replace the Equipment as necessary to keep the Equipment in proper working order. Provider will make available technical service support personnel to promptly service the Equipment in a commercially reasonable manner.
Equipment Upgrade	To ensure functionality, Provider may be required to upgrade the Equipment on the Property. Provider shall be solely responsible for all costs associated with such upgrade.
Customer Service	Provider shall operate 24/7 customer service. The Equipment and mobile application will display contact information for complaints and notification of service issues.
Connectivity	In the event the Equipment cellular signal is not available, Partner will allow Provider to access its WiFi network or wired ethernet (LAN), if such networks are available at the Property.
Advertisement	Provider shall have the right to place third party advertisements on the Equipment subject to Partner's written approval.
Equipment Relocation	If relocation or removal of Equipment is made due to the determination of the Partner or a third party, Partner shall be solely responsible for all associated costs of the relocation and/or removal.
Access to Equipment	With at least 48-hours written notice by Provider and approval by Partner, the Provider may enter upon the Property at any time, for the purposes of inspecting, servicing, and maintaining the Equipment. Partner shall not interfere with Provider's services, maintenance, or data collection from the Equipment, or its other responsibilities under this Agreement.
Signage and Markings	Provider will install and pay all costs associated with the signage and surface markings that it will supply, for making the spot(s) on the Property as EV parking only.
Property Condition	Partner agrees, at its own expense and at all times during the Term, to keep public areas, streets and sidewalks appurtenant to the Equipment, reasonably free of debris and rubbish and in good repair and condition.
Temporary Outage	Partner shall notify Provider of any temporary outage of the Equipment or nearby areas, and Partner shall use its best efforts to minimize the outage.

GENERAL TERMS AND CONDITIONS:

Mutual Indemnification	If and to the fullest extent permitted by law, either Party shall indemnify the other Party and hold it harmless from and against any and all claims, actions, damages, liabilities and expenses incurred in connection with loss of life, personal injury, and/or damage to property arising directly out of the negligence or misconduct of either Party, agents, employees or servants, including costs and reasonable attorneys' fees.
Limitation of Liability	Provider's aggregate liability under this Agreement shall not exceed the greater of: the aggregate gross revenues retained by Provider in the calendar year prior to the event giving rise to a claim; or the maximum compensation paid by the applicable insurance, if the liability is covered by an existing insurance policy. In no event will Provider be liable for any lost revenue or profit, lost or damaged data, business interruption, loss of capital, or for special, indirect, consequential, incidental or punitive damages, however caused and regardless of the theory of liability or whether arising out of the use of the Equipment, this Agreement or otherwise or based on any expressed, implied or claimed warranties not specifically set forth in this Agreement.
Injunctive Relief	Provider shall be entitled to enforce each of the obligations and restrictive covenants by means of injunctive relief or an order of specific performance and that such remedy shall be available in addition to all other remedies available at law or in equity. In such action, Provider shall not be required to plead or prove irreparable harm or lack of an adequate remedy at law or post a bond or any security.
Force Majeure	If Provider shall be delayed in or prevented from the performance of any act required under this Agreement by reason of any strike, lockout, labor trouble, inability to procure materials or energy, failure of power, weather, restrictive governmental laws or regulations, riot, insurrection, picketing, sit-ins, war or other unavoidable reason of a like nature not attributable to the negligence or fault of Provider, the performance of such work or action will be excused for the period of the unavoidable delay and the period for the performance of any such work or action will be extended for an equivalent period.
Dispute Resolution	If either Party considers that a Dispute has arisen, it may issue a notice to the other Party, setting out reasonable particulars of the matters in the dispute ("Dispute Notice"). The parties must promptly hold discussions between their representatives after the issue of a Dispute Notice to attempt to resolve the Dispute. If the Dispute has not been resolved within ten (10) business days after commencement of the amicable efforts, either Party may pursue its rights and remedies under this Agreement as it sees fit.
Court Proceedings	Notwithstanding the above, either Party may, at any time, commence court proceedings in relation to a Dispute or claim arising in connection with this Agreement.
Governing Law and Jurisdiction	This Agreement shall be governed by the laws of the State of New Jersey, without regard to conflict of laws. Any suit involving any Dispute arising under this Agreement may only be brought in State or Federal Court of Hudson County, New Jersey which shall have exclusive jurisdiction over the subject matter of the Dispute.
Notice	Any notice required to be given or otherwise given pursuant to this Agreement shall be in writing and shall be (i) hand delivered, or (ii) mailed by certified mail, return receipt requested, or (iii) sent via recognized overnight courier service to the addresses listed above, or (iv) transmitted by email with a read receipt.
Insurance	Provider shall list Partner as additional insured. Provider carries commercial general liability insurance per occurrence of \$1M, general aggregate of \$2M, with umbrella liability per occurrence of \$5M, and worker's compensation liability of \$1M. Provider's contractor completing construction will carry insurance coverage for this work.
Partnership	Nothing in this Agreement shall constitute or be deemed to constitute a partnership or joint venture between the Parties hereto or constitute or be deemed to constitute any Party as the agent or employee of the other Party for any purpose whatsoever and neither Party shall have authority or power to bind the other or to contract in the name of, or create a liability against, the other in any way or for any purpose.
General	Partner agrees to comply with all applicable laws, statutes, regulations or rules, including those of applicable self-regulatory bodies in its performance of this Agreement. Partner may not assign, in whole or in part, or novate its rights and obligations under this Agreement without the prior written consent of Provider. This Agreement supersedes all previous agreements about its subject matter. This Agreement embodies the entire agreement between the Parties. A right under this Agreement may only be waived in writing signed by the Party granting the waiver and is effective only to the extent specifically set out in the waiver. This Agreement may be signed in any number of counterparts. All counterparts together make one instrument.
Partner Representation	If Partner is not the Property Owner, or Leaseholder of the Property, and in the case of a leaseholder, if Partner does not have authority to carry out its obligations under this Agreement pursuant to its lease agreement with the Property Owner, Partner hereby expressly warrants that it will obtain the Property Owner or Leaseholder's signature in the section of the signature panel titled "Property Owner/Leaseholder's Acceptance and Agreement."

MUTUAL NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT:

This Mutual Non-Disclosure and Confidentiality Agreement (this "NDA") is made on the same day of the Electric Vehicle Charging Services Site Host Agreement ("Agreement"), by and between the Provider and the Partner (Partner and Provider collectively referred to as "Parties" and individually as "Party").

WHEREAS:

A. Provider, for the mutual benefit of the Parties' engagement, may have provided, and may wish further to provide, to Partner, certain commercially valuable, proprietary and confidential business information and trade secrets in relation to the Purpose (defined below).

B. Partner recognizes that Provider has legitimate business interests in protecting the Confidential Information, including but not limited to, (i) trade secrets as defined by the New Jersey Trade Secrets Act; (ii) valuable, confidential business, or professional, information that otherwise does not qualify as trade secrets; (iii) substantial relationships with specific, prospective, or existing, Partners; and (iv) Partner's goodwill associated with Provider's business.

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. **DEFINITIONS:** In this NDA, the following terms have the following meanings: (i) "Affiliate" with respect to either Party, shall mean any entity which directly or indirectly controls or is controlled by, or is under common control with that Party. (ii) "Confidential Information" or "CI" shall mean (a) any and all information which is disclosed by Provider (whether before or after the date of this NDA and in whatever form) to Partner including but not limited to, the revenue payments, financial statements, analyses, budgets, forecasts, evaluations, processes, products (and including, as to specific processes or products, information relating to the formulation, composition, methods of manufacture, potential uses, test methods or other technical or scientific features), business strategies, plans and procedures, trade secrets, samples, prototypes, designs, drawings, photographs, specifications, standards, manuals, formulae, algorithms, computations, compilations, data, software, programs, databases, know-how, mask work, concepts, intellectual property, costs, profits, sales, customer and supplier lists, customer requirements, price quotations or in relation to Provider and/or its Affiliates, which Provider considers to be confidential and which is identified by Provider as confidential, or which by necessary implication must have been imparted in confidence; (b) the terms of the Agreement including this NDA; and (c) the fact that discussions are taking place between the Parties and the subject matter of the discussions. Further, all analyses, compilations, studies, summaries, extracts, notes and other documentation prepared by Partner arising out of the CI shall also be included within the purview of CI and shall be treated as such. (iii) "Purpose" shall mean the deployment and operation of Provider's charging stations and network connectivity ("Equipment") at Partner's properties. (iv) "Representatives" shall mean any or all of a Party's directors, officers, employees, agents, contractors and advisors.

2. **CONFIDENTIALITY AND RESTRICTED USE:** Partner hereby expressly agrees to:

- a. Hold the CI in strict confidence and use any CI only for the Purpose and for no other purpose and in particular, but without prejudice to the generality of the foregoing, Partner undertakes (i) not to make any commercial use of any CI; and (ii) not to use any CI for the benefit of itself or of any third party other than pursuant to a further agreement with Provider.
- b. That without the prior written consent of Provider, Partner will not in any manner or at any time publish or disclose, disseminate or otherwise provide the CI, in whole or in part, to any person or entity except to such of its Affiliates and/or Representatives as are directly concerned with the Purpose and whose knowledge of the CI is essential for the Purpose ("Permitted Person").
- c. To safeguard the CI in the same manner as Partner would safeguard its own information of a similar nature, but with no less than reasonable care under the circumstances.
- d. To institute and maintain appropriate security measures to carry out the Purpose including limiting the disclosure of the CI to the Permitted Person only if the Permitted Person is subject to an obligation of confidentiality and it has been intimated that Provider's CI must be kept confidential and must be used only for the Purpose. Partner shall ensure that each Permitted Person strictly complies with the terms of this NDA and will be unconditionally responsible for any unauthorized disclosure or use of Provider's CI or breach of this NDA.
- e. That it shall immediately inform or advise Provider of any unauthorized use or disclosure, misappropriation or misuse by any person or entity of any CI upon Partner having actual notice or actual knowledge of the same or having any reason to suspect such unauthorized use or disclosure or misappropriation.
- f. Unless specifically requested to do so by Provider, Partner shall be prohibited from analyzing the composition of or modifying, changing, merging, adapting, translating, reverse engineering, decompiling, disassembling or preparing works derived from any Equipment or the CI.
- g. Subject to the provisions of this NDA, Partner may disclose CI if and to the extent that it is compelled or required to do so by a court or other authority that has jurisdiction over Partner. Before making such a disclosure Partner shall advise Provider of such required disclosure promptly upon learning thereof in order to afford Provider a reasonable opportunity to contest, limit and/or assist Partner in complying with any such requirement for disclosure.
- h. The obligations of confidentiality under this NDA shall not apply to any part of the CI which (i) Partner can demonstrate, by its written records, is already known to Partner, free of any confidentiality obligation or restriction, at the time that it was disclosed to Partner; (ii) is or becomes publicly known through no wrongful act or breach of this NDA on the part of Partner; (iii) has been independently developed by Partner without breach of this NDA or infringement of the proprietary rights of Provider; (iv) has been rightfully received from a third party without restriction on disclosure and without the breach of this NDA or any confidentiality obligation imposed on such third party; or (v) has been approved in writing for disclosure to third parties by Provider without imposing any confidentiality obligation.
- i. In the event CI involving any public entity is disclosed, both parties agree to refrain from trading the stock of the disclosing company until that material non-public information is publicly disseminated.

3. **OWNERSHIP OF CONFIDENTIAL INFORMATION:** Partner recognizes and agrees that all CI received by it from Provider is and shall remain the exclusive property of Provider and/or its respective Affiliates and that this NDA neither intends to transfer the ownership of nor grants license or any other right, express or implied, in relation to the CI or to any other intellectual property disclosed by Provider to Partner. Partner undertakes that it will not file any application for a patent, design and/or utility model based on or derived from any intellectual property of Provider (whether already filed or not).

4. **NATURE OF OBLIGATION:** Partner acknowledges and agrees that (i) the CI is a special, valuable and unique asset to Provider, its parent, subsidiaries and affiliates; (ii) any unauthorized disclosure or use of the CI could cause irreparable harm and loss to Provider and/or its respective Affiliates; (iii) monetary damages may be inadequate to compensate Provider and/or its respective Affiliates for a breach of this NDA; and (iv) in addition to any other remedies at law or in equity available for breach of this NDA, Provider shall be entitled to specific performance, injunctive or other equitable relief as may be necessary to restrain any continuing or further breach by Partner without showing or proving any actual damages sustained by Provider and/or its respective Affiliates in addition to any other relief or other applicable remedies. Moreover, any such award of relief to Provider shall include recovery of all actual and reasonable costs associated with enforcement of this NDA.

5. **RETURN OF CONFIDENTIAL INFORMATION:** All CI of Provider remains the property of that party and will be returned to it or destroyed at its request. Within thirty (30) days of receiving such a request from Provider, Partner will comply with the request and provide a written certification, signed by an officer, of its compliance.

6. **REPRESENTATIONS AND WARRANTIES:** Each Party agrees, acknowledges, represents, warrants and covenants with the other Party that: (i) this NDA constitutes a legal, valid and binding obligation and is enforceable against it in accordance with the terms hereof; and (ii) the execution, delivery, and performance of this NDA have been duly authorized by all requisite corporate actions and will not constitute a violation of any statute, judgment, order, decree or regulation of any court or arbitral tribunal applicable or relating to the Party, its assets or its business. Provider does not make any representation or warranty as to the accuracy or completeness about its CI (or any part thereof) and Partner should satisfy itself through independent inquiry and investigation with respect to these matters. Partner agrees that neither Provider nor its Representatives shall have any liability in any manner whatsoever for any loss or damage suffered by Partner as a result of relying upon or using any CI of Provider including, but not limited to, any consequential, incidental, direct, indirect, special, or punitive damages incurred by Partner.

7. **TERM:** This NDA shall be effective from the date of the Agreement and shall continue in force thereafter for five (5) years following the termination of any business relations between the Parties.

8. **SEVERABILITY AND WAIVER:** In the event that any one or more of the provisions of this NDA shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Moreover, if any one or more of the provisions contained in this NDA shall be held to be excessively broad as to duration, activity or subject, such provisions shall be construed by limiting and reducing them so as to be enforceable to the maximum extent allowed by applicable law. Furthermore, a determination in any jurisdiction that this NDA, in whole or in part, is invalid, illegal or unenforceable shall not in any way affect or impair the validity, legality or enforceability of this NDA in any other jurisdiction.

9. **ASSIGNMENT:** This NDA shall be binding upon and inures to the benefit of the Parties and their respective successors, assigns, personal representatives, executors and administrators. Neither Party shall assign nor transfer any of its rights or obligations under this NDA to any third Party without the prior written consent of the other Party and any attempt to do so will be null and void, except that either Party may assign or transfer any of its rights or obligations to any of its Affiliates, or an acquirer of its controlling interest or substantially all its assets without consent of the other Party.

10. **GOVERNING LAW AND JURISDICTION:** The provisions in this Agreement will apply to this NDA.

11. **PUBLIC RECORDS / INFORMATION ACT:** Notwithstanding any other provision of this Agreement relating to non-disclosure or confidentiality of information, including without limitation the Mutual Non-Disclosure and Confidentiality Agreement provisions, Provider and Partner agree that Partner may disclose information relating to this Agreement as required by federal or state statutes relating to access to governmental records, and that such disclosures shall not constitute a breach of this Agreement by Partner.

For the purposes of determining the Term of the Agreement, the following date shall be deemed the acknowledgment of the initial date of installation of the Equipment at the following location(s):

Property Address(es)	Designated Area(s)	Point of Contact	Date of Installation
Signed by the authorized representative of Provider:		Signed by the authorized representative of Partner:	Property Owner/Leaseholder's Acceptance and Agreement (IF REQUIRED): <i>By adding our signature below, we accept all of the terms and conditions of this Agreement that might apply to us, or might be affected by our ownership or leasehold on the Property, during the Term hereof. Additionally, our signature below expressly grants the authority to Partner to enter into this Agreement and carry out any obligations and make any decisions pursuant to this Agreement which may need our authorization due to our ownership or leasehold on the Property.</i>
Signature			
Name			
Position			
Date			

NAMEPLATE CAPACITY SCHEDULE:

	Three Phase	
Service (Volts)	208	240
Panel (Amps)	200	200
kWh	72.1	83.1
kWh Nameplate Capacity	631,187	728,293
Buyout Fee	\$0.01	\$0.01
Year 0	\$6,312	\$7,283
End of Year 1	\$6,154	\$7,101
End of Year 2	\$6,000	\$6,923
End of Year 3	\$5,850	\$6,750
End of Year 4	\$5,704	\$6,581
End of Year 5	\$0	\$0



TOWN OF AURORA TOWN BOARD
300 Gleed Avenue, East Aurora, New York 14052

WS-2

4A

Special Use Permit Application Form *Amended*

I. PROJECT INFORMATION (Applicant/Petitioner):

Business/Project Name: 7901 Seneca LLC DBA ANGELINAS
Business/Project Address: 7901 Seneca St
Applicant Name: Benjamin Bell
Mailing Address: 75 Julius St
City Buffalo State NY ZIP 14220
Phone 716 Fax _____ Email benjamin@angelinas.com
Interest in the property (ex: owner/purchaser/developer) Leasee

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

Property Owner(s) Name(s) 612 Buffalo 1033 LLC
If a corporate, please name a responsible party/designated officer: Jordan Libwinich
Address 2730 Transit Rd, West Seneca NY 14224
City West Seneca State NY ZIP 14224
Phone 716 Fax _____ Email _____

III. SPECIAL USE AND PROPERTY INFORMATION:

Property Address 7901 Seneca St
SBL# 164-00-114
Describe Special Use requested (use additional pages if needed): Amend outdoor music to Add Thursday nights all other operations remain the same
Property size in acres 1.46 Property Frontage in feet 261
Zoning District I Surrounding Zoning 1, B-1, R-1, RR
Current Use of Property ~~Restaurant~~ Restaurant
Size of existing building(s): 8000 sf Size of proposed building(s) NA sf
Present/Prior tenant/use: Restaurant & Bar
Parking spaces: Existing: 150 Proposed additional spaces: NA Total #: 150

Proposed water service: X public private (well) n/a Is this existing Y/N

Proposed sanitary sewer: public X private (septic) n/a Is this existing Y/N

Hours of operation (if applicable):

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	By Appt.
Hours	4-12p	4-12p	11a-12p	11a-12p	11a-12p	11a-12p	11a-12p	

No chug


Peak hours: Dinner

Number of employees (if applicable): Full-time 8 Part-time 10 Seasonal 3

Upon approval of this application, the applicant intends to apply for: (Check all that apply)

- a. Building Permit
- b. Sign Permit

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



Signature of Applicant/Petitioner

Benjamin Bell

Print name of Applicant/Petitioner

State of New York; County of Erie

On the 7th day of June in the year 2022 before me, the above individual appeared, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.



Notary Public

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

(Notary stamp)

Office Use Only:

Date received: 6/17/22 \$100.00

Receipt #: 385794

Application reviewed by: _____

February 14, 2022

A meeting of the Town Board of the Town of Aurora took place on Monday, February 14, 2022, beginning at 7:30 p.m. immediately after the work session. The Board met in-person at the Aurora Municipal Center, 575 Oakwood Avenue, East Aurora, New York.

Present:	Charles D. Snyder	Councilman
	Luke Wochensky	Councilman
	James F. Granville	Councilman
	Joseph McCann	Councilman
	James J. Bach	Supervisor (via Zoom)
Others Present:	Brigid Maloney	Town Attorney
	David Gunner	Highway Superintendent
	Elizabeth Cassidy	Code Enforcement Officer
	Donna Bodekor	Senior Center Director
	Meaghan Tent	Recreation Supervisor
	Greg Keyser	GHD Engineering
	Shane Krieger	Chief of Police
	Tim Stroth	Planning Board Member
	Doug Crow	Planning Board Member
	Elizabeth Wilber	Secretary to Supervisor

Deputy Supervisor Snyder opened the meeting at 7:30 p.m. following the conclusion of the work session and noted that Supervisor Bach is joining the meeting via Zoom from 4300 St. Lucie Blvd., Stewart, Florida.

Councilman McCann moved to approve the minutes of the January 24, 2022 work session and meeting; seconded by Councilman Wochensky. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #68
1/24/2022
minutes
aprvd

AUDIENCE I:

Evan Roden, Grover Road, spoke to the Board about the importance of solar use and composting and thinks that is too much for the Planning Board to handle.

UNFINISHED BUSINESS:

Councilman Wochensky moved that the Special Use Permit for a restaurant/bar at 612 Buffalo Road, an unlisted action, will not have any adverse environmental impacts and a negative declaration is issued. Councilman McCann seconded the motion. Upon a vote being taken: ayes – five noes – none Motion carried.

Action #69
Neg dec for
612 Bflo Rd
SUP SEQR

Councilman McCann moved to adopt the following resolution approving a Special Use Permit for a restaurant/bar at 612 Buffalo Road, PO East Aurora, NY; seconded by Councilman Granville:

RESOLUTION APPROVING SPECIAL USE PERMIT 612 Buffalo Road (SBL# 164.00-1-14)

WHEREAS, Benjamin Bell has applied for a Special Use Permit for a restaurant and bar at 612 Buffalo Road, East Aurora, NY; and

WHEREAS, Chapter 116-8.7 and 116-8.8 state that this type of development in a I (industrial) zoned district requires a Special Use Permit from the Town Board; and

WHEREAS, the Town Board of the Town of Aurora referred the Special Use Permit application to the Town of Aurora Planning Board for their review and recommendation; and

WHEREAS, the Planning Board voted unanimously to recommend that the Town Board approve the Special Use Permit; and

WHEREAS, the Erie County Planning Department had no recommendation regarding the project and that the proposed action was reviewed and determined to be of local concern; and

WHEREAS, as an unlisted action under SEQRA the Town Board found that the project will not result in any significant adverse environmental impacts.

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Chapter 116 – Zoning, Article III of the Code of the Town of Aurora, the Town Board of the Town of Aurora does hereby grant the attached Special Use Permit, including conditions updated at the work session, to Benjamin Bell for a restaurant and bar in the existing building at 612 Buffalo Road, East Aurora, NY; and be it

Action #70
SUP for 612
Bflo Rd
restaurant/
bar aprvd

FURTHER RESOLVED, that the Town Code Enforcement officer will inspect the premises prior to the establishment opening to the public.

Upon a vote being taken: ayes – five noes – none Motion carried.

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: Benjamin Bell
dba: Angelina's

PROPERTY ADDRESS: 612 Buffalo Road (aka: Route 16, East Aurora, NY 14052
SBL# 164.00-1-14

PROPERTY OWNER: 612 Buffalo 1033, LLC
mailing address: 2730 Transit Road, West Seneca, NY 14224

CODE: Chapter 116 – Zoning §116-8.8 A(1);
Chapter 116 – Zoning §116-8.7 B(1)(f)

USE: Principal Use: Restaurant and Bar

SPECIAL PERMIT USE: Bar and Restaurant

The Town of Aurora received an application for a Special Use Permit for a restaurant and bar from Applicant on November 30, 2021 . The Town Board referred the Special Use Permit Application to the Planning Board on December 13, 2021. On January 5, 2022, the Planning Board recommended amendments to Part 1 of the SEQR form, after which it recommended to the Town Board to approve the application. On January 24, 2022, the Town Board conducted a public hearing on the Application. The Town of Elma Supervisor and Building Inspector were contacted by Town of Aurora personnel and noted they have no objection to the request.

Background. The property at 612 Buffalo Road has been used as a restaurant and bar by different entities for over 40 years. The building is currently vacant. The applicant currently operates a bar/restaurant in the Town of Orchard Park and wishes to expand into the Town of Aurora. The Property at 612 Buffalo Road is Zoned Industrial. The Property is adjacent to the Town of Elma. Additional conditions and safeguards are deemed necessary by the Town Board to implement the purpose and intent of the 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 subject this Permit to suspension or revocation in the discretion of the Town Board.
4. **AMENDMENT:** This Special Use Permit is subject to amendment or modification by the Town Board at any time in its sole discretion.
5. **ATTACHMENT:** This permit is subject to any and all special conditions attached hereto.

ACKNOWLEDGEMENT: the undersigned as applicant for this Special Use Permit for a restaurant and bar at 612 Buffalo Road, East Aurora, NY, does hereby acknowledge receipt of a copy of this Permit, agrees, and accepts the provisions herein. The applicant further acknowledges that a violation or breach of any covenants, provisions or conditions of this Special Use Permit will result in suspension or revocation of this Special Use Permit. The undersigned agrees to all terms and provisions of this Special Use Permit as herein stated or as hereafter may be amended.

SPECIAL CONDITIONS FOR
SPECIAL USE PERMIT GRANTED TO
BENJAMIN BELL
FOR
612 BUFFALO ROAD, EAST AURORA, NY

1. **USE:** Restaurant and bar, including banquet room, outdoor dining, and seasonal volleyball court.
2. **SIGN(S):** Shall be in accordance with Section 116.34 of the Town Code of the Town of Aurora. The existing LED sign in front of the building shall comply with the terms of the variance granted by the Town of Aurora Zoning Board of Appeals on July 18, 2018. (Exhibit A)
3. **PARKING:** Sufficient parking will be provided for customers and employees of the establishment.
4. **HOURS OF OPERATION:** The approved hours of operation for the restaurant/bar are Monday through Saturday from 11:00 a.m. until 12:00 midnight. Sunday 10:00 a.m. until 12:00 midnight.
5. **VOLLEYBALL:** Volleyball court will be used during the summer months June through August for league play. Hours of operation for the volleyball courts will be:
Sunday through Thursday 11:00 a.m. to 10:00 p.m. – the last game to begin by 9:00 p.m.
6. **MUSIC:** Indoor – small bands, acoustic shows and juke box.
Outdoor – Friday and Saturday - all music shall end at 11:00 p.m.
Sunday – acoustic only until 9:00 p.m.
7. **NOISE:** Noise generated from use of the facility shall be maintained as to not affect adjoining properties. The Town reserves the right to monitor such noise levels.
8. **OTHER CONDITIONS:**
 - a. This permit will be reviewed annually by the Town Board during the anniversary month of the original permit.
 - b. Complaints brought to the Town regarding the restaurant and/or any of the activities associated with the business will be brought to the Code Enforcement Officer and, if necessary, be brought to the Town Board for further action. The Town of Aurora may terminate this Special Use permit at any time for failure of the Applicant to abide by the conditions of the Special Use Permit, terms of the Aurora Town Code and/or NYS Building and Fire Code.
 - c. The business must remain under the Applicant's ownership. Transfer of the business to another owner will terminate this special use permit.

SUPERVISOR
JAMES J. BACH
(716) 652-7590
jbach@townofaurora.com



WS-3 5A

(716) 652-3200
townclerk@townofaurora.com

TOWN OF AURORA

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurora.com

MEMO _____

TO: Aurora Town Board

FROM: Kathleen Moffat

RE: Source of Funding: Community Pool Boiler/Heater, Man Door Replacements
Fontanese Folts Aubrecht Ernst, Architects Proposal 2021

DATE: 6/27/22

I respectfully request approval to use ARPA funds to pay for the Aurora Community Pool Boiler/Heater and Man Door replacements in the amounts of \$39,745 and \$2,177.50 respectively, as approved at the 6/13/22 Town Board meeting.

In addition, the minutes from the 12/27/21 Board meeting do not include the intent to use ARPA funds for the Architectural proposal from Fontanese Folts Aubrecht Ernst in the amount of \$13,560 for design services for renovations to the Aurora Community Pool, as should have been. Kindly approve the addition of the source of funding to the resolution in Action #406 of 2021: The source of funding is ARPA funds.

5K



TOWN OF AURORA – BID OPENING

Aurora Community Pool – Boiler/Heater Replacement 2022

May 26, 2022

	BIDDER	AMOUNT BID
1	Tri R Mechanical Services 150 Empire Drive West Seneca, NY 14224	\$44,788.00
2	Mollenberg-Betz, Inc. 300 Scott Street Buffalo, NY 14204	\$63,155.00
3	Greater Niagara Mechanical, Inc. 7311 Ward Road North Tonawanda, NY 14120	\$39,745.00 <i>LOW BIDDER</i>
4		
5		
6		
7		
8		
9		
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COPY

5L

TOWN OF AURORA – BID OPENING

Aurora Community Pool – Man-door Replacement 2022

May 26, 2022

	BIDDER	AMOUNT BID
1	Aurora Door & Window LLC 1158 Davis Road West Falls, NY 14170	\$2,177.50 <i>LOW BIDDER</i>
2	Telco Construction 500 Buffalo Road East Aurora, NY 14052	\$4,700.00
3		
4		
5		
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7		
8		
9		
10		



2. The Town Assessor may, in his sole discretion, require a renewal application to be timely filed with his office if he has reason to believe that any such individual, who qualified for the aforementioned exemption on the 2021 assessment roll, may have since changed their primary residence, added another owner to the deed for the relevant property, transferred such property to a new owner or died. If the Town Assessor requires such renewal application be filed, he shall notify the owner of the subject property of such requirement by regular mail, with such notice shall containing instructions on how to file the renewal application. Said renewal application may be returned by mail or by making an appointment to drop same off at the Town Assessor's office, 575 Oakwood Avenue, East Aurora, NY 14052.

Action #405
 Resolution re:
 NYS
 executive
 order for
 using 2021
 exemption
 info for 2022
 roll

Upon a vote being taken: ayes – five noes – none Motion carried.
 * * * * *

Councilman Snyder moved to approve and authorize the Supervisor to sign the Architectural Proposal in the amount of \$13,560.00 from Fontanese Folts Aubrecht Ernst, Architects for design services for renovations to Aurora Community Pool and restroom addition at 690 South Street. Councilwoman Jeffe seconded the motion. Upon a vote being taken: ayes – five
 noes – none Motion carried.

Action #406
 FFAE
 proposal for
 Community
 Pool park
 renovations
 aprvd

COMMUNICATIONS AND REPORTS: The following communications and reports were received by the Board and filed:

- EAPD – November 2021 report

AUDIENCE II: none

STAFF REPORTS:

Elizabeth Cassidy, David Gunner and Greg Keyser thanked Councilwomen Jeffe and Friess for everything they've done for the Town and their service on the Town Board.

Highway Superintendent Gunner stated that he has lent the Town of West Seneca one of the Town's extra plow trucks since so many of West Seneca's trucks were destroyed in a recent fire.

ABSTRACT OF CLAIMS:

The Abstract of Claims dated December 27, 2021, consisting of PCard voucher number 1344, vouchers numbered 1345 to 1386, and prepaid voucher numbered 1387 was presented to the Board for audit and authorization of payment from the following funds:

General	\$ 24,622.53
Highway/DB	7,095.48
Special Districts	<u>3,012.39</u>
Grand Total Abstract	\$ 34,730.40

Councilwoman Friess moved to approve the 12/27/2021 Abstract of Claims and authorize payment of same. Councilman Snyder seconded the motion. Upon a vote being taken: ayes – five noes – none
 Motion carried.

Action #407
 12/27/21
 Abstract of
 Claims
 approved.

BUSINESS FROM BOARD MEMBERS AND LIAISONS:

INTERMUNICIPAL AGREEMENT

WS-4 4B

THIS INTERMUNICIPAL AGREEMENT (this "Agreement"), dated _____ and between the Village of East Aurora (the "Village") and the Town of Aurora (the "Town"), both having offices located at 575 Oakwood Avenue, East Aurora, New York 14052.

WHEREAS, the Town intends to enter into an agreement with OnSolve ("Onsolve Agreement") for the CodeRed Emergency Alert System ("CodeRed"); and

WHEREAS, the Village wishes to participate in the CodeRed program together with the Town.

NOW, THEREFORE, the parties hereby agree as follows:

1. The Town will make the CodeRed service available to the Village in accordance with the terms of the OnSolve Agreement, OnSolve's General Terms and Conditions (<https://www.onsolve.com/company/legal/government-terms-and-conditions/>), and this Intermunicipal Agreement.
2. CodeRed is intended to be used for significant incidents and events where the timely notification of an affected population or geographic area is essential. Each party will be responsible for setting the criteria and access rights to CodeRed on behalf of its own municipality. For example, each party will designate the officials authorized to send out notifications using the system on its own behalf.
3. The Village agrees to promptly pay fifty percent (50%) of the subscription fees incurred by the Town's fees for the CodeRed service, plus fifty percent (50%) of any other fees or other costs incurred by the Town for the CodeRed service. Such payments shall be made on a monthly basis or at such intervals as may be agreed upon by the parties. The annual subscription fee is \$6,616.75 per year for the first three years. Each party's share of such expense shall be \$3,308.38 per year.
4. This Agreement shall be coterminous with the OnSolve Agreement.
5. This Agreement shall not take effect until it has been approved by both the Village Board of Trustees and the Town Council.
6. All notices required under this Agreement shall be sent to the address first listed above via hand delivery and shall be effective as of the date delivered.
7. Each party shall defend, indemnify, and hold the other party harmless for any and all actual or threatened lawsuits, losses, damages, and costs, including reasonable attorneys' fees, that may arise out of the indemnifying party's negligent acts or omissions related to such party's use or deployment of the CodeRed System.

TOWN OF AURORA

VILLAGE OF EAST AURORA

By: _____
James J. Bach
Supervisor

By: _____
Peter Mercurio
Mayor

40

A RESOLUTION DECLARING LEAD AGENCY AND ADOPTING
A NEGATIVE DECLARATION

WHEREAS, the Town Board of the Town of Aurora has amended Local Law 1-1990 "Adoption of Code" adopted by the Town Board of the Town of Aurora on January 22, 1990, by the reenactment of Chapter 116 Entitled "Zoning"; and

WHEREAS, the Town Board of the Town of Aurora is duly qualified to act as lead agency and has requested lead agency status with respect to compliance with SEQRA which requires environmental review of certain actions undertaken by local government; and

WHEREAS, the proposed action appears to be a Type I action pursuant to the Rules and Regulations of the State Environmental Quality Review Act; and

WHEREAS, the Town Board forwarded Part I of the Full Environmental Assessment Form along with copies of the proposed code additions and amendments to Potentially Involved and/or Interested Agencies; and

WHEREAS, the Part II of the Full Environmental Assessment Form has been reviewed.

NOW, THEREFORE, BE IT,

RESOLVED that the Town Board of the Town of Aurora declares itself lead agency with regard to SEQR for this action; and further

RESOLVED that after considering the action stated herein, reviewing the criteria contained in Section 617.11 of the Rules and Regulations of the State Environmental Quality Review Act, determines that the action is a Type I action; and further

RESOLVED that the Town Board of the Town of Aurora has determined that this Type I action will result in no significant adverse impacts on the environment, and therefore, an environmental impact statement need not be prepared; and further

RESOLVED that a negative declaration is issued with regard to this action.

DULY ADOPTED, this _____ day of _____, 2022

SUPERVISOR
James J. Bach
(716) 652-7590
jbach@townofaurora.com



5B-1

5B-2

110

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

June 22, 2022

To: Town Board
Re: Request to Promote Kyle Olday

Please approve promoting Kyle Olday as a union laborer. He will continue to work in parks and dog control. His hourly pay rate will increase to \$18.85 an hour per the union contract. Over the last couple of months he has proven himself to be invaluable in his dog control duties and as a parks laborer. He is very dependable and capable of multitasking and he genuinely cares about all the dogs in his care. He has had on the job training with David Thomason, attended a DCO meeting last month with our regional Agri Markets Officer and he will be going to a regional DCO training seminar this September. His promotion will be effective as of July 9, 2022. Please appoint him as a dog control officer as of June 28 2022.

PLEASE appoint DAVID THOMASON AS ASSISTANT Dog Control Officer

Thank you,
Elizabeth Deveso
Highway Secretary

SUPERVISOR
James J. Bach
(716) 652-7590
jbach@townofaurora.com



town

50

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

To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: June 23, 2022

Re: Deputy Town Clerk

Deputy Town Clerk Barb Halt officially retired as of May 17, 2022. I received several resumes from persons interested in the position and, after interviewing four of those candidates, I will be appointing Karin Dojnik, 993 Olean Road, Town of Aurora, to the full-time deputy town clerk position. Please approve the rate of \$17.24 per hour for Karin. Karin's first day will be Tuesday, June 28, 2022.



SUPERVISOR
JAMES J. BACH
(716) 652-7590
jbach@townofaurora.com

M

5D

towncl

TOWN OF AURORA

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurora.com

MEMO _____

TO: Aurora Town Board
FROM: Kathleen Moffat
RE: Budget Amendment: Emerald Ash Bore Injections for Village Trees
DATE: 6/27/22

I respectfully request approval to amend the budget to account for the reimbursement from the Village of East Aurora for ash tree inoculation. The amendment is as follows:

- Add revenue line A 2389 Miscellaneous Revenue, Other Governments
- Increase revenue line A 2389 by \$3,729.13
- Increase appropriation line A 7110.444 Parks Landscaping & Supplies by \$3,729.13

Bill to bill



Sales Invoice



Stronger Together

Buffalo NY #497
2479 Walden Ave Ste 100
Cheektowaga, NY 14225-4717
W: (716)884-0151

Sold To:

TOWN OF AURORA (#812873)
575 Oakwood Ave
East Aurora, NY 14052-2353
W: (716)652-3280

Ship To:

TOWN OF AURORA (#812873)
575 Oakwood Ave
East Aurora, NY 14052-2353
W: (716)652-3280

Ordered	Order#	PO#	Invoiced	Invoice#
05/20/2022	119440417-001	Treeage	06/07/2022	119440417-001

Printed	Requested for	Ship Via	Customer Contact	Sales Associate
06/07/2022		Customer Pick up	Mike Evans	Timothy Donahue

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

Special Instructions:
 License Holder: Mike Evans
 License #: c9866094
 Exp Date: 11/2022
 Category(s): 3A

LN	Item #	Description	Qty Ordered	Qty Shipped	Qty Open	Net Price	Ext. Price
1	040-4120	ArborJet Tree-Age G-4 Insecticide 1 qt.	7	7	0	464.090 / EA	3248.63
2	070-0156	ArborJet #4 ArborPlugs 3/8 in. 100/Pkg.	10	10	0	48.050 / EA	480.50

Please remit payment to:
SiteOne Landscape Supply, LLC
24110 NETWORK PLACE
CHICAGO, IL 60673-1241

Terms: NET 15TH PROX
Pay by 07/15/2022

Subtotal:	\$3729.13
Sales Tax:	\$0.00
Freight:	\$0.00
Total:	\$3729.13
Total Payment:	\$0.00
Amount Due:	\$3729.13

CUSTOMER SIGNATURE:

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



CUSTOMER OBSESSED

DANIELLE CZOSEK | Area Business Manager
716-684-0151 | DCzosek@SiteOne.com

We are 100% committed to your success. Please do not hesitate to contact me directly at the number above with feedback and input regarding your visit to our store today.

Check out the New SiteOne.com
Shop our Catalog, Get Pricing, and Place an Order 24/7/365.
Visit today at siteone.com.
Get 5% off your first order up to \$500 off when you use promo code WELCOME at checkout.

SE



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 Gunner
 SIGNATURE: [Signature] DATE: 6/12/22

1. \$ <u>6,375</u>	FROM: <u>DB512.433</u> ✓ <small>ACCT NO.</small>	<u>Permanent Improvements - Mat. supp</u> <small>ACCT TITLE</small>	<u>\$ 257,461.46</u> ✓ <small>CURRENT BALANCE</small>
	TO: <u>DB512.413</u> ✓ <small>ACCT NO.</small>	<u>Perm Emp - Paver/Roller rental</u> <small>ACCT TITLE</small>	<u>\$ 20,000</u> ✓ <small>CURRENT BALANCE</small>
	REASON: <u>Equipment rental increased in cost since last year.</u>		
2. \$ _____	FROM: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	TO: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	REASON: _____		
3. \$ _____	FROM: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	TO: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	REASON: _____		
4. \$ _____	FROM: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	TO: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	REASON: _____		
5. \$ _____	FROM: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	TO: _____ <small>ACCT NO.</small>	_____ <small>ACCT TITLE</small>	_____ <small>CURRENT BALANCE</small>
	REASON: _____		

APPROVALS:

SUPERVISOR SIGNATURE : _____
 TOWN BOARD MEETING APPROVAL DATE: _____

Date: _____
 Action #: _____



Town of Aurora
Department of Parks & Recreation

SF

575 Oakwood Avenue
East Aurora, New York 14052

recreation@townofaurora.com
www.aurorarec.com

To: Town Board
From: Chris Musshafen
Date: 6/22/2022
Re: EAST Coach

Approval is requested to re-hire Sarah Boyle as a Seasonal Lifeguard PT. Sarah was a former EAST athlete and lifeguard/coach for the town. Currently she will be scheduled to coach EAST's Red group.

Name	Address	Position	Rate
Sarah Boyle	19 Ridge Trail, Glenwood ^A	Seasonal PT Lifeguard	\$13.60

^A NON-RESIDENT



Town of Aurora
Department of Parks & Recreation

575 Oakwood Avenue
East Aurora, New York 14052

recreation@townofaurora.com
www.aurorarec.com

5G

To: Town Board
From: Chris Musshafen
Date: 6/22/2022
Re: Request to Accept Donation

Approval is requested to accept donations from Varecka Builders, Inc. and Gemini Finishers & Precious Memories, Inc for \$100 and \$200 respectively. The donations will go in the revenue line A00-2080-0001 and be spent towards the music at our July 3rd celebration.

6A

TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION
DIRECTOR'S REPORT
MONTH OF: MAY 2022

ADMINISTRATIVE:

Reports:

- We have 15,122 members registered in our recreation system
- We had 415 activity registrations
 - 319 total registrants (248 residents, 71 non-residents)
- We generated \$18,597 in sales
- Credit card purchases totaled 80% (92% on-line, 8% office)
 - 2021 to 2022 comparison:
 - Total sales from 1/1/2021 – 5/31/2021 \$101,526
 - Total sales from 1/1/2022 – 5/31/2022 \$112,500

Summer is right around the corner! Our programs have been open for two months with ample opportunity to sign up for them. Day camp, Track, and a majority of our swim lessons are filled! We have staff training and orientation planned throughout June.

The community pool is in good shape for opening on June 4th! We have had experts in and out of house stop by to help out with the pool. Mike Ingelfinger brings a wealth of experience to our pool and made plenty of small, common sense updates to our facility.

EAST competed in it's first long course meet in Tonawanda. Long course pools are twice as long as our Community Pool and are great for our athletes to experience. We had over twenty athletes attend.

Submitted by: Chris Musshafen, Director of Recreation and Aquatics

**TOWN OF AURORA SENIOR CENTER
DIRECTOR'S REPORT
MONTH OF May 2022**

6 B

The mission of the Town of Aurora Senior Center is to help older adults remain healthy and active through participation in recreational pursuits and to provide leadership and advocacy to ensure the availability of leisure and recreational opportunities for seniors.

ADMINISTRATION:

I attended our director's meeting at the Cheektowaga Senior Center on May 24th. Our speaker was Erie County Office for People with Disabilities Executive Director Frank Cammarata. This office was created to ensure citizens with disabilities have a direct voice and advocates in county government.

Our University Express programs started with Identity Theft and Switched at Birth. They are well attended and draw in many new faces. We continue the programs through July.

AFP group was here to inspect our backflow devices and all systems passed.

REVENUE & EXPENDITURES: See Supervisor's Report

PROGRAMS:

Title: WORKOUT ROOM
Day & time: M-F 8:00am- 4:00pm
Participants: Approximately 45 per day
Title: LINE DANCING
Day & time: Mondays, 9:00 – 10:00 (beginners) 10:15 – 1:15 (advanced)
Participants: 22 people
Supervisors: Nance Baranowski
Title: SENIOR NOTES Paused
Day & time: Mondays, 12:45 – 2:30pm
Participants: 23 people
Supervisor: Kathy Almeter
Title: EUCHRE
Day & time: Mondays, 1:00 – 4:00pm
Participants: 24 people
Title: PINOCHLE
Day & Time: Fridays, 1:00 – 4:00pm
Participants: 20 people
Title: CERAMICS
Day & time: Tuesdays, 10:00am – 4:00pm
Participants: 35 people
Supervisor: Elaine Schiltz
Title: EXERCISE CLASS
Day & time: Tuesdays & Wednesdays 8:30 – 9:30am
Participants: 14 people
Title: TAI CHI
Day & time: Tuesdays & Thursdays 3:00 beginners 3:30 veterans
Supervisor: Judy Augustyniak & Susan Ott
Participants: 15 people
Title: TAI CHI – advanced
Day & time: Mondays 10:00 & Thursdays 9:00am
Supervisor: Dennis Desmond
Participants: 10
Title: YOGA
Day & time: Wednesdays, 9:45 – 11:00am
Supervisor: Irene Kulbacki
Participants: 14 people
Title: BOWLING
Day & time: Wednesdays, 1:00pm
Supervisor: Barb D'Amato
Participants: 24 people
Title: PAINTING
Day & time: Wednesdays, 1:00 – 3:30pm
Supervisor: Walt Carrick
Participants: 4 people
Title: BRIDGE
Day & time: Wednesdays, 9:30am – 2:00pm
Supervisor: Dave Lorcom
Participants: 24 people
Title: SENIOR CLUB
Day & time: Thursdays, 10:00am – 3:00pm
President: Bev Ciszkowski
Title: PACE (people with arthritis can exercise)
Day & time: Fridays, 9:00 – 10:00am
Supervisor: Donna Bodekor
Participants: 12 people
Title: SEWING & QUILTING
Day & time: Tuesday 10-2pm
Supervisor: Terry Piper
Participants: 12 people
Title: WOOD CARVING

Day & time: Fridays, 1:00 – 4:00pm
Supervisor: Walt Carrick
Participants: 10 people

Title: 55 ALIVE – Defensive driving classes
Day & time: 1st Monday & Wednesday of the month – June 6 & & and June 28 & 29, 2022
Supervisor: Ronald Krowka
Participants: 40 people max.

Title: SCRABBLE
Day & time: Wednesdays 9:30-11:00am
Supervisor: Dianne Bender
Participants: 8+ people

Title: FIBER ARTS
Day & time: Tuesdays 1st & 3rd
Participants: 12 people

Title: MAHJONG
Day & time: Mondays 2:00pm
Supervisor: Lou Plotkin
Participants: 12

Title: MEXICAN DOMINOS
Day & time: Thursdays 9:30 am
Supervisor: Laurie Smith
Participants: 8+

Title: BOOK CLUB
Day & time: 2nd Wednesday of the month
Supervisor: Barb Dadey
Participants: 8-10

Title: Chess Club
Day & time: Thursdays 10:00am
Supervisor: Roberto Gesualdi
Participants: 4

Title: Wii Bowling
Day & time: Tuesdays 12:30pm
Supervisor: Don Karl
Participants: 6

Title: Portrait Sketching
Day & time: Fridays
Supervisor: Kurt Almond
Participants: varies 4-8

Title: Creative Painting
Day & time: Friday 9-12noon
Supervisor: Meg Hausauer
Participants: 6

TRIPS

May 10 – Seneca Niagara

FUTURE TRIPS

June 22 – Cleveland Zoo

June 27 – Batavia Downs

EVENTS & OTHER ACTIVITIES

May 12 – Our Thursday Club had a speaker on Falls Prevention. Biggs Johnson from Sheridan Health spoke about the need for exercise relating to falls

May – The Farm Market truck sponsored by Feedmore WNY is selling produce for our seniors and all community members for a fair price.

May 18 – We offered a virtual Healthy Blue Seminar – Emotional Stress Management Technique was presented by Jennifer Johnston.

May 26 – Clarity Group assisted our seniors with Medicare insurance for 2022.

May 19 – Highmark representative assisted our seniors with Medicare insurance

May 26 – Our Thursday Senior Club celebrated Memorial Day with a tribute to our many members/

May 19 – The Senior Notes performed for our Thursday Senior Club

May 26 – Rob Rohrbach and fellow musicians provided music for our Senior Club

May 25 – Book Club selection The Silent Patient by Alex Michaelides

June 22 – “Jewelry Making Class” - Rescheduled until June and will start on a monthly basis

NUTRITIONAL LUNCH PROGRAM

Lunches are offered daily at a donation of \$3.00. Our weekly count for the program averaged 282 per week. Lunch totals for the month of May are 127.

We continue to distribute frozen meals along with our in-house lunches.

	In-house	Frozen		In-house	Frozen
Week of May 9	220	76	Week of May 16	214	73
Week of May 23	215	83	Week of May 30	173	73 (closed 5/30)

Submitted by: Donna Bodekor

60



**East Aurora / Town of Aurora
Police Department
Interdepartmental Correspondence**

To: Mayor Mercurio & Village Board; Supervisor Bach & Town Board

From: Shane Krieger, Chief of Police

Date: June 21, 2022

Re: Monthly Report – May 2022

General Information

- Our new radio system is up and running. Clarity is exceptionally better, but there are minor bugs being worked out by SAIA Communications.
- Our security doors are installed, and the next phases are moving along. Advanced Alarm is in the process of installing key fob systems on the new doors and the DPW is about ready to move the dispatch window to its new location.
- With the summer weather here, so follows the typical crime. Graffiti has been an issue in Hamlin Park. One group of youths were caught and did repaint their work. Patrols will be vigilant on catching and/or preventing more from being done.
- Lt Brendon O'Hara has recently completed the DCJS Firearms Instructor Course, due to Officer Braeuner's retirement last fall we needed a new instructor. We will complete firearms certification this summer on time. On that same line, all four lieutenants will be taking part in Crisis Management for School Based Incidents and SRO Cartwright is scheduled to take the one week School Resource Officer Training this summer.



East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

Meetings:

In addition to Village Board, Town Board and Staff meetings I also attended the following:

- ECACOP monthly meeting
- 2 pistol permit interviews
- Law Enforcement Foundation of WNY Dinner
- Met with Auctions International for vehicle auctions
- Met w/ Flock Safety – Stationary camera systems

Special Events:

- Memorial Day events in West Falls and Oakwood Cemetery

Training:

- Officer Specht – Practical portion DRE School – Philadelphia, Pa
- Officer Becker – Adaptive Field Training Officer – Professional Development Course
- Officer Specht – Adaptive Decision Making for Law Enforcement
- Officer Schultz – Field Training Officer School
- Officer Shea continues advancing well through the Police Academy, receiving positive comments from Academy Staff on his performance to date. Graduation from the Academy is June 3rd, 2022.
- Lt O'Hara – Firearms Instructor Course



**East Aurora / Town of Aurora
Police Department
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Statistics

Activity	Village	Outside of Village	Total (YTD)
Police calls	1156 (5027)	605(2771)	1761(7799)
Fire/EMS calls			434(1971)
Response Time	1.6 minutes	3.2 minutes	
Property Damage Acc	7	8	15(1180)
Injury Accidents	1/0 Fatal	5/0 Fatal	6(20)0(Fatal)
Leaving Scene Acc	2	2	4 (11)
Arrests-Individuals	6	15	21(83)
Crimes-Persons	5	3	8(34)
Crimes-Drugs	0	0	0(0)
Crimes-Property	19	8	27(82)
Burglary/Trespass	3	0	3(7)
S&R-Lic/Reg	3	4	7(33)
DWI	1	6	7(24)
Warrant Arrests	3	0	3(10)
Traffic Tickets	98(434)	70(271)	168 (705)
Parking Tickets			8(192)
Domestics	6(12)	2(6)	8(18)
9.41 Mental Health Charge	0(5)	3(8)	3(13)



East Aurora / Town of Aurora Police Department Interdepartmental Correspondence

Arrests / Investigations

- Besides the arrests and reported crimes in the above chart, Officers also investigated the following:
 - Two subjects were charged and arrested for menacing a female victim in an apartment complex. Both males are accused of pointing an unlawful shotgun at the female while in an apartment. After being arraigned, officers were taking the subjects to a patrol vehicle for transport to the Erie County Holding Center when one of the males attempted to flee. He was quickly apprehended and faces more criminal charges. Both males were accused of menacing prior in the month by a different victim, who did not wish to file charges.
 - One of the seven DWI arrests in May was for operating while impaired by drugs. Three arrests involved accidents and one arrested operator almost struck an officer with their vehicle, who had stopped and was speaking to the operator of another vehicle.
 - Four individuals reported they had fallen victim to a scam. The total loss of the four complaints was over \$47,000. Two of the victims were instructed to buy gift cards and give the codes to the cards to the caller, to fix the “problem”.