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Buffalo, New York 14202
United States
www.ghd.com

WS-1 GA



Our ref: 11207908

December 19, 2023

Charles Snyder, Supervisor
Town of Aurora
575 Oakwood Avenue
East Aurora, New York 14052

Proposal – 2024 Town Engineering Services

Dear Mr. Snyder:

We would like to thank you for giving GHD the opportunity to serve as engineering consultant to the Town of Aurora (Town) since 1992. Through the years, we have gained a greater understanding of the Town's operations and requirements for engineering assistance and believe a beneficial relationship has been developed between GHD and the Town. Please accept our proposal for professional engineering services associated for the 2024 calendar year.

1. Town Engineering Support Team

To continue providing a high level of responsiveness to the Town, GHD is proposing the following staff to assist with engineering services:

Camie Jarrell, PE, will serve as the Town's main point of contact and coordinate the provision of Town engineering services. She has 22 years of general municipal and civil engineering experience and has been responsible for a variety of engineering tasks and projects including feasibility studies, infrastructure design, drainage system analysis, site planning, grant and permit applications, stormwater pollution prevention plans, and MS4 compliance reviews. Camie has served as engineering representative for the Town in the past, including 2023, and has provided technical reviews for the Planning Board including stormwater pollution prevention plan design/reviews. Camie also serves as the representative Planning Consultant for the Towns of Lewiston and Niagara and serves as Town Engineer for the Town of Hamburg.

Jacob (Jake) Kocic will provide support to Camie, as required. Jake has a bachelor's degree in environmental engineering and joined GHD in 2017. He has since been involved in design, planning, construction oversight, and engineering studies focusing on municipal water, wastewater, and stormwater projects. Recent responsibilities have included project permit and environmental review coordination including New York State Environmental Quality Review (SEQR) and State Historic Preservation Office (SHPO) reviews. Jake is also a qualified stormwater inspector.

2. Scope of Services

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

2.1 General Engineering Retainer Services

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

- Providing general consultation and advising the Town Board on technical matters or regulatory compliance issues.
- General consultation and advice related to Town operated utilities.
- Providing general consultation and advising the Town’s MS4 Officer on stormwater management issues, and attendance at WNY Stormwater Coalition meetings as requested.
- Attendance at Town Board Meetings upon request.
- Development of preliminary project cost estimates for planning purposes.
- Spot inspections at the request of the Town Supervisor or Board.
- Assistance with the preparation of SEQR environmental assessment forms as requested.

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

2.2 Planning Support Services

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

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

We will provide Planning Board support services at a fixed, discounted hourly rate of \$160 per hour for labor hours expended, to a not-to-exceed upset limit of \$10,000 annually.

2.3 General Municipal Support Services

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

- Stormwater Pollution Prevention Plan (SWPPP) reviews and inspections.
- Detailed site engineering for land development activities.
- Preparation or review of Draft or Final Environmental Impact Statements (EIS).
- Capital improvement planning, condition assessments, and preparation of reports related to Town utilities.
- Engineering design, detailed construction cost estimates, development of plans, specifications, and contract documents for capital improvement projects.
- Detailed topographic land surveys.

- Construction administration and resident inspection services.
- Technical engineering evaluations and planning studies.
- Document reproduction for Town projects. GHD will coordinate with Avalon Document Services for document reproduction. Direct costs associated with reproduction completed on behalf of Town projects are documents owned by the Town and are not subject to New York State Sales Tax.

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

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

Thank you for the opportunity to submit this proposal. We look forward to assisting you in 2024.

Regards,



Camie Jarrell, PE
Project Manager

+1 716 362-8879
camie.jarrell@ghd.com



Professional Services Agreement (North America)

Reference no: 11207908

This Professional Services Agreement (hereinafter "Agreement") is effective this 1st day of January 2024, ("Effective Date") between GHD Consulting Services Inc., a New York corporation (hereinafter "GHD") and Town of Aurora (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party"). In consideration of the mutual promises set forth herein, the Parties agree as follows:

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

2. Changes in the services.

- (a) Except for additional services required due to the fault of GHD, any change to the scope, schedule, extent, or character of the services shall be set forth in a written Amendment which is agreed upon and signed by GHD and Client.
- (b) Unless otherwise provided herein, GHD shall not be required to perform any additional services unless the Amendment sets forth the scope of the additional services and any adjustment in compensation for, and/or the time to perform, such additional services.
- (c) GHD shall also be entitled to an Amendment setting forth an equitable adjustment to its compensation if any information provided by, or on behalf of, Client is not complete and/or accurate or, as a result of the services performed hereunder, GHD or any GHD employees are required to give evidence before, or provide any information to, a court or other competent authority.
- (d) GHD shall have no liability for any delay, and the services completion date shall be extended by the equivalent time, associated with Client's delay in executing an Amendment.

3. Payment for services.

- (a) For services rendered on a time plus expense basis:
 - (i) The fees will be in accordance with the fee schedule set forth in the Scope of Work. GHD's rates stated in the fee schedule are subject to revision on a periodic basis, following notice to Client. Personnel rates are all-inclusive, including overhead and profit.
 - (ii) GHD shall be reimbursed for all reasonable expenses actually incurred in connection with the services, plus reasonable markup as specified in the Scope of Work, plus reasonable travel and living expenses of GHD staff; communication and technology charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; and costs of providing and maintaining site offices, supplies, and equipment.
 - (iii) For services performed or goods supplied by GHD's subcontractors, Client shall pay GHD for the cost of such services or goods plus markup, as specified in the Scope of Work.
- (b) For services rendered on a lump sum, unit price, or fixed fee basis, Client shall pay GHD for services that are rendered on a percentage complete or task complete basis as specified in the Scope of Work. The fees are all-inclusive, including overhead and profit, and apply to all labor.
- (c) Unless otherwise agreed, GHD will invoice Client monthly for services completed. Payment of GHD invoices shall be due upon receipt by Client. Invoices not paid within 30 calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within 30 calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within 30 calendar days of the invoice date shall deem the invoice accepted by Client. Interest shall not accrue on any disputed amount.
- (d) GHD reserves the right without penalty to suspend performance of services in the event Client fails to pay all amounts which are not subject to a bona fide dispute within 45 calendar days from the invoice date. All

suspensions shall extend the completion date of any affected project commensurately unless otherwise agreed to by the Parties.

4. Insurance. GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits, unless otherwise agreed in writing:

- (a) Workers' compensation – statutory;
- (b) employers' liability – \$1,000,000 per accident/ disease/ employee (US);
- (c) automobile liability – \$1,000,000 combined single limit;
- (d) commercial general liability – \$1,000,000 per occurrence and \$2,000,000 in aggregate; and
- (e) professional liability – \$1,000,000 per claim and \$2,000,000 in aggregate.

5. Documents and data.

- (a) Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, and other information furnished by Client to GHD pursuant to this Agreement ("Client Data"). GHD may use such Client Data in performing the Scope of Work.
- (b) Client acknowledges that project or site information previously provided by Client (or by other on Client's behalf) to GHD personnel that are no longer employed by GHD or who are not engaged in the provision of the services hereunder, shall not be deemed to have been provided to GHD personnel that are engaged in the provision of the services hereunder.
- (c) Client shall review any designs, drawings, plans, specifications, reports, bids, proposals, and other information provided by GHD before they are finalized. Client shall make decisions within a reasonable time and carry out its other responsibilities in a timely manner so as not to delay the services. Client shall give prompt written notice to GHD whenever Client observes or otherwise becomes aware of any failure by GHD to provide services that meet the standard of care established in this Agreement.
- (d) At the request of GHD, Client shall provide GHD with the following information (which shall also be considered "Client Data") to the extent such information is in Client's possession and is pertinent to the Scope of Work, as determined by GHD:
 - (i) all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
 - (ii) any other available information pertinent to the project, including, without limitation, reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding area at or adjacent to the project site; and insofar as such information is not available, Client agrees to pay GHD for the reasonable cost of obtaining the same such information.
- (e) Client shall be responsible for providing information, to the extent such information is within Client's possession, (which shall also be considered "Client Data") regarding the location of all known subsurface structures at the project site including but not limited to pipes, tanks, sewer, and utilities (power, phone, cable, gas, water, etc.).
- (f) If the Scope of Work includes subsurface digging, drilling, or other invasive work, upon GHD's review of Client Data, if any, and compliance with any notice requirements to all utilities concerning the possible location of underground utilities, and following any on-site marking or notification in writing to GHD from such utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall release GHD from and defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including, without limitation, consequential or indirect damages, attorneys' fees, court costs, and expenses) arising out of the subsurface work, to the extent such work causes or contributes to: (i) any disruption of service to users or damage for business interruption, production losses, or loss of revenues, profits, data or use; (ii) any damage to or destruction of any subsurface structure; (iii) any injury or damage to property or injury to or the death of any persons; (iv) any other damage, loss, or liability whatsoever; or (v) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters, unless such damage results from GHD's negligence, recklessness, or willful misconduct.
- (g) Client warrants that it owns all rights to, or otherwise has rights to use and disclose, Client Data required to meet Client obligations set forth herein. Client agrees to grant and hereby grants to GHD a non-exclusive, royalty-free, license to use Client Data and perform all acts with respect to Client Data as necessary for GHD to provide the services. GHD shall have no obligation to validate any contents of Client

Data for content, correctness, usability or for any other purpose. Client shall comply with any reasonable demand by GHD to correct, discontinue, or remedy any violation of applicable laws or regulations pertaining to Client Data or any other content collected or used by GHD to perform the services.

- (h) Client agrees that GHD may use Client Data to add insight, analytics, and data science to the services and/or to provide or suggest additional solutions or services to Client. Client acknowledges and agrees GHD may store Client Data on a cloud computing service (e.g., Microsoft Azure).
- (i) Client acknowledges and agrees that GHD may obtain and aggregate technical and other data related to the services that is: (i) is anonymized and presented in a way which does not reveal Client's identity; and (ii) may be combined with historical or recent data and information of other clients or additional data sources ("Aggregated Statistics"). Client agrees that all right, title, and interest in Aggregated Statistics, including all intellectual property rights, are hereby assigned to and owned solely by GHD. GHD may reproduce, distribute, display, make publicly available, and otherwise use the Aggregated Statistics for any business purpose, during and after the term of this Agreement, such as for creating solutions and products for other GHD clients.

6. Confidentiality. During the term of this Agreement and for a period of two (2) years thereafter (and in the case of trade secrets, until such time as the trade secret no longer qualifies for protection as such under applicable law). GHD shall not disclose any Confidential Information relating to Client to any third parties other than employees, subcontractors, or agents of GHD without the prior written consent of Client, except as required by applicable law, regulation, or legal process, or as may be required by emergency situations. "Confidential Information" includes, without limitation, whether received from or on behalf of the Client, whether marked or not; (i) any information constituting a trade secret under applicable law, (ii) non-technical information relating to the past, present or future business affairs of the Client such as pricing, margins, marketing plans and strategies, finances, financial and accounting data and information, suppliers, customers, customer lists, purchasing data, future business plans, (iii) technical information including patent, copyright, trade secret, and other proprietary information, techniques, procedures, methods of operation, sketches, drawings, designs, models, inventions, ideas, concepts, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, analyses, product specifications and formulations, discoveries, research and development, improvements, documentation, and patterns. In the event GHD is requested pursuant to, or required by applicable law, regulation, or legal process to disclose any Confidential Information, GHD will notify Client of the circumstances requiring such disclosure and will refrain from such disclosure for the maximum period of time allowed by law so that Client may seek a protective order or other appropriate remedy to protect the Confidential Information. This provision shall not apply to data or information which (i) is or becomes part of the public domain other than as a result of disclosure by GHD; (ii) was acquired by GHD independently from third parties not under any obligation to Client to keep such data and information confidential; (iii) was in GHD's possession prior to disclosure of the same by Client; or (iv) has been independently developed by GHD, or its employees, subcontractors, or agents.

7. Independent contractor and subcontracting. The Parties acknowledge and agree that GHD shall be an independent contractor and shall have responsibility for and control over the means of providing the services. GHD shall have the right to use subcontractors as GHD deems necessary to assist in the performance of the services. GHD shall not be required to employ any subcontractor that is unacceptable to GHD.

8. Site access and safety. Client shall provide right of entry and safe access and necessary permissions for GHD, its representatives, and its subcontractors to perform the services. GHD shall only be responsible for the activities of its own employees and agents on a project site with respect to safety. GHD, its representatives, and its subcontractors will comply with all reasonable known security, health, and safety requirements of the project site owner, as well as those of Client with respect to Client's facilities, which may be imposed upon GHD as a condition of its right of entry. If access to the project site is required to perform the services and such access does not comply with applicable Client approved safety plans, regulations, and/or laws, GHD may, at its sole discretion, suspend services until such violations are remedied.

9. Hazards, materials, and samples.

- (a) Unless otherwise stated in the Scope of Work, GHD shall have the primary responsibility of determining if known or potential health or safety hazards exist on or near the project site upon which the services are to be performed by GHD or its subcontractors. To the extent that such information is in its possession, Client warrants that it will make full and accurate written disclosure as to any hazardous, radioactive, or toxic substance, or any irritant, contaminant, pollutant, or otherwise dangerous substance or condition ("Hazardous Conditions") which Client knows or has reason to believe exist at the project site prior to the commencement of the services.

- (b) If Hazardous Conditions are discovered by GHD during the performance of the services which it could not have reasonably discovered prior to the commencement of the services and if the existence of such Hazardous Conditions materially changes the nature or performance of the services or responsibilities at the project site, Client and GHD shall seek to agree on an Amendment to reflect such changes. If the Parties are unable to agree on an Amendment, or the delay exceeds 30 calendar days, the Agreement may be terminated by GHD in accordance with the termination provisions of this Agreement. The Parties expressly agree that, unless otherwise specified in the Scope of Work, the discovery of the presence of mold, asbestos, or lead-based paint will constitute a changed condition enabling GHD in its sole discretion to terminate its provision of services if GHD and Client are unable to renegotiate the Scope of Work in a timely manner. GHD will notify Client as soon as practicable should GHD encounter unanticipated hazardous or suspected hazardous materials or conditions.
- (c) GHD and Client recognize and agree that GHD has neither created nor contributed to the existence of any Hazardous Conditions at the project site, and as such, GHD has no responsibility in relation to the presence of any such Hazardous Conditions. Accordingly, in the event of any claim against GHD arising out of any actual or alleged Hazardous Conditions on a project site, Client agrees to defend, indemnify, and hold GHD harmless from such claim(s) against GHD or its employees, agents, directors, officers, or subcontractors, unless such claims arise out of the gross negligence or willful misconduct of GHD. This indemnity obligation shall cover, without limitation, any claims or liability of GHD in relation to preexisting conditions on the project site, any statutory liability, and/or any strict liability under any federal, state, provincial, and/or local environmental laws alleging or asserting, without limitation, that GHD, by virtue of status as an owner, operator, handler, generator, arranger, transporter, treater, storer, or disposer, is liable for any Hazardous Conditions.
- (d) In the event GHD performs sampling on behalf of Client, GHD shall preserve such samples obtained from the project site as it deems necessary for the project, but not longer than 45 calendar days after the issuance of any document that includes data obtained from such samples. GHD shall arrange for the disposal of samples containing hazardous materials on behalf of Client, which may consist of returning the samples to the project site, and Client agrees to pay GHD for the cost of returning or disposing of such samples. Samples shall remain the property of Client, and ultimate responsibility for their disposal shall remain with Client. Unless otherwise stated in the Scope of Work, GHD shall not assume title to any samples taken on behalf of Client.

10. Standard of care. GHD represents that the services shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of GHD's profession practicing under similar circumstances at the same time and in the same locality. No warranties, guaranties, or representations of any kind, either express or implied, are included or intended by this Agreement or in any proposal, contract, report, opinion, or other document in connection with this project. Upon receipt of notice from Client, GHD shall promptly correct, without additional compensation, any services which fail to conform to the standard of care established in this Section.

11. Indemnity and liability.

- (a) Subject to the limitations of Section 11(d) and Section 11(e) below, GHD agrees to indemnify and hold harmless Client (including its officers, directors and employees) from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) the failure of GHD to comply in material respects with federal, state, provincial and/or local laws and regulations applicable to the services; (ii) a breach by GHD of this Agreement; or (iii) the negligence or willful misconduct on the part of GHD in performing the services.
- (b) Subject to the limitations of Section 11(d) and Section 11(e) below, Client agrees to indemnify and hold harmless GHD (including its parents, subsidiaries, affiliates, and the officers, directors, employees, agents, subcontractors, and any successors or assigns) from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) a breach by Client of this Agreement; (ii) the negligence or willful misconduct of Client; or (iii) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control.
- (c) The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- (d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION; GHD'S LIABILITY, INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND SUBCONTRACTORS, SHALL BE STRICTLY LIMITED TO THE LESSER OF THE AGREEMENT VALUE OR \$1,000,000. NOTWITHSTANDING THE

PRECEDING SENTENCE, IF THE AGREEMENT VALUE IS LESS THAN \$50,000, GHD'S LIABILITY SHALL BE LIMITED TO \$50,000. FOR ANY CLAIMS ARISING FROM OR RELATED TO THE EXISTENCE OF MOLD, ASBESTOS, OR LEAD-BASED PAINT DISCOVERED DURING THE PERFORMANCE OF THE SERVICES. GHD'S LIABILITY SHALL BE LIMITED TO THE LESSER OF \$100,000 OR THE LIMITE CONTEMPLATED ABOVE IN THIS PARAGRAPH, WITH SUCH SUBCAP FALLING WITHIN AND REDUCING THE OVERALL LIMIT OF LIABILITY.

CLIENT'S LIABILITY TO GHD (NOT INCLUDING PAYMENT OBLIGATIONS), INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND CONTRACTORS, WILL BE LIMITED TO \$1,000,000.

THE LIMITATIONS IN THIS PARAGRAPH SHALL NOT APPLY TO DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY CAUSING SUCH DAMAGE.

- (e) EXCEPT AS EXPLICITLY PROVIDED HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, AND/OR DAMAGES RESULTING FROM THE LOSS OF PROFITS, REVENUE, OPPORTUNITY, ANTICIPATED SAVINGS, USE, DATA AND/OR GOODWILL. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL DAMAGES CONTEMPLATED IN THIS SECTION 11(E) THAT MIGHT OTHERWISE BE INCLUDED WITHIN A PARTY'S INDEMNIFICATION OBLIGATIONS.

12. Intellectual property.

- (a) Reports, plans, drawings, specifications, documents, images, computer code, or any other work prepared or furnished by GHD under this Agreement (the "Work Product") are deemed to be instruments of service and GHD shall retain ownership and property interests therein, however, GHD hereby grants Client, upon Client's payment to GHD of amounts properly due under this Agreement, a limited license to use the Work Product in connection with completing the project. Client may make and retain copies for information and reference in connection with the construction, improvement, use or occupancy of the project. Any reuse or modification without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to GHD and Client agrees to defend, indemnify, and hold harmless GHD from all claims, damages, losses, and expenses including attorneys' fees or other costs arising out of or resulting from Client's unauthorized reuse or redistribution.
- (b) Client acknowledges that inventions, works, products, software, copyrights, patents, and any other materials which were created, conceived, or reduced to practice prior to or independently of this Agreement by GHD, and trade secrets, know how, methodology, and processes of GHD related to the Scope of Work (hereinafter the "GHD IP") shall remain the property of GHD. To the extent that any GHD IP is incorporated into the Work Product and on the condition that Client has fully paid GHD for the Work Product, GHD hereby grants Client a limited, nonexclusive, nontransferable, perpetual, irrevocable, royalty-free, paid-up, license to utilize the GHD IP solely with respect to the project.

13. Termination.

- (a) Client will have the right to terminate this Agreement at any time with or without cause, based solely on Client's convenience, provided that GHD is provided 30 calendar days advance written notice of the termination. Client shall pay GHD for all services performed and expenses incurred prior to the effective date of termination, including but not limited to demobilization and remobilization costs, costs to cancel or suspend subcontracts, and other related close-out costs.
- (b) GHD may terminate its obligations pursuant to this Agreement under the following circumstances:
- (i) In the event of a breach or default of any obligation by Client, except non-payment of disputed amounts, or as otherwise provided for in this Agreement;
 - (ii) If GHD is unable, for any reason beyond its control, including, without limitation, a Force Majeure event, to perform its obligations pursuant to this Agreement in a safe, lawful, or professional manner; or
 - (iii) In the event Client (i) ceases to do business in the normal course, (ii) becomes or is declared insolvent or bankrupt, (iii) is the subject of any proceeding related to its liquidation or insolvency or (iv) makes an assignment for the benefit of creditors.
- (c) If either circumstance described in Section 13(b)(i) or 13(b)(ii) above occurs, GHD shall notify Client of pertinent conditions and recommend appropriate action. If within 30 calendar days of such notice the circumstances described in Section 13(b)(i) or 13(b)(ii) above have not been remedied or cured, GHD may terminate this Agreement hereunder. In the event of termination, GHD shall be paid for services performed prior to the effective date of termination plus reasonable termination expenses.

14. Dispute resolution. Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the Parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. If any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. The Parties shall have forty-five (45) business days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system in the courts of general jurisdiction where the project site is located, in which event all litigation and collection expenses, witness fees, court costs, and reasonable legal fees shall be paid to the prevailing Party. For the avoidance of doubt, GHD's statutory or other right, if any, to file a lien for Client's nonpayment will not be conditioned upon or subject to the dispute resolution rules contained in this Section.

15. Records and audit. Client shall have the right, upon reasonable advance notice, to audit records associated with the services performed and the charges invoiced to Client pursuant to this Agreement. Client's right to audit shall not extend to proprietary information or the profit margin and composition of GHD's fees, except for that portion of the services priced on a cost reimbursable basis. Such records shall be open to inspection and audit by authorized representatives of Client during normal business hours at the place where such records are kept until the completion or termination of this Agreement and for a minimum of 3 years thereafter. GHD shall require its subcontractors to similarly maintain records and to permit the inspection and audit of such records by Client upon similar conditions and time periods.

16. Force majeure. If either Party is rendered unable, wholly or in part, by Force Majeure (as defined below) to carry out its obligations under this Agreement, other than the obligation to pay funds due, that Party shall give the other Party prompt written notice of the Force Majeure with reasonably full particulars thereof. Thereupon, the obligations of the Party giving notice, so far as they are affected by the Force Majeure, shall be suspended during, but not longer than, the continuance of the Force Majeure. The affected Party shall use all reasonable diligence to remove or remedy the Force Majeure as quickly as possible, except that this requirement shall not require the settlement of strikes, lockouts, or other labor difficulty. The term "Force Majeure" as used in this Agreement shall mean an Act of God, natural events, labor, civil or industrial disturbance, pandemic, governmental or legislative actions, or orders of any court or agency having jurisdiction of the Party's actions, unavailability of equipment, personnel, or information, and any other cause which is not reasonably within the control of the Party claiming suspension.

17. Notice. Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by overnight courier, or by email to the respective Party's authorized representative identified below, or at such other address as may be changed by either Party by giving written notice thereof to the other:

	GHD: GHD Consulting Services Inc.	Client
Attention:	Camie Jarrell, PE	Charles Snyder, Supervisor
Address:	285 Delaware Avenue, Suite 500 Buffalo, New York 14202	575 Oakwood Avenue East Aurora, New York 14052
Email:	Camie.Jarrell@ghd.com	csnyder@townofaurora.com
Telephone:	716-362-8879	716-912-5901

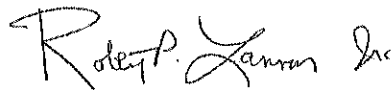
18. Miscellaneous.

- (a) **Third party beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.
- (b) **Municipal advisor rule.** GHD's services do not include serving as a "municipal advisor" or advising Client or any other entity in any manner regarding municipal financial products or municipal securities.
- (c) **Reliance.** GHD's Work Product may not be relied upon, and Client shall not allow GHD's Work Product to be relied upon, by any third party entity or person without GHD's prior written consent, which shall be granted only if such third party requests and is granted the right to rely prior to the commencement of the services and such third party has (i) executed GHD's standard form reliance agreement and (ii) paid any fees specified in the Scope of Work. Client will indemnify and hold harmless GHD against any claim by, or liability to, a third party arising from reliance on the Work Product in violation of this Section.

- (d) **Waiver.** No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.
- (e) **Successors and assignment.** Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. Notwithstanding the preceding provisions of this Section, Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by GHD Group Limited (a "Related Entity"). Any such Related Entity shall assume all GHD's liabilities, duties, and obligations in, to, and under this Agreement. Client hereby agrees that this assignment may be effected without any prior notice or action on the part of GHD provided that GHD shall give notice of such assignment to Client as soon as reasonably practicable following the same. Upon request, Client agrees to execute and deliver any documents as may be reasonably requested by GHD or its successor to evidence consent to such assignment.
- (f) **Severability and survival.** The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including but not limited to those pertaining to indemnification, limitations of liability, and intellectual property, shall survive the termination of this Agreement.
- (g) **Governing law.** This Agreement shall be governed by the laws of the State or Province in which the project site is located.
- (h) **Authority to sign.** Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing to every term of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.
- (i) **Entire agreement.** This Agreement, including all attached Exhibits and documents referenced in those Exhibits, constitute the complete and final agreement between GHD and Client regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

In witness whereof, GHD and Client have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

GHD
GHD
Consulting
Services Inc.



Client

Robert P. Lannon Jr., PE
Project Director

Charles Snyder
Town Supervisor

SUPERVISOR
Charles D. Snyder
(716) 652-7590
csnyder@townofaurora.com



WS-2 6B

RK
ck
30
am

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

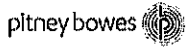
To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: January 3, 2024

Re: Postage Machine Lease

The lease on the Pitney Bowes postage machine expires this year. I would like to take advantage of the current Sourcewell State/Local lease contract and enter into a 60-month lease agreement for a new Pitney Bowes postage machine. The increase from the current lease to the new lease is \$9.63 per quarter. Please authorize the Supervisor to sign the attached lease agreement.



Sourcewell State & Local FMV Lease

--	--	--	--	--	--	--	--	--	--	--	--

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)			
TOWN OF AURORA			166002169			
Sold-To: Address						
575 Oakwood Ave, East Aurora, NY, 14052-2353, US						
Sold-To: Contact Name		Sold-To: Contact Phone #		Sold-To: Account #		
Martha Librock		7166523280		0010303289		
Bill-To: Address						
575 Oakwood Ave, East Aurora, NY, 14052-2353, US						
Bill-To: Contact Name		Bill-To: Contact Phone #		Bill-To: Account #		Bill-To: Email
Martha Librock		7166523280		0010303289		townclerk@townofaurora.com
Ship-To: Address						
575 Oakwood Ave, East Aurora, NY, 14052-2353, US						
Ship-To: Contact Name		Ship-To: Contact Phone #		Ship-To: Account #		
Martha Librock		7166523280		0010303289		
PO #						

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWV	5lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	APKG	SendPro P SendPro 360 Ship Access
1	APSA	Connect+ 145 LPM Speed
1	HV1P	MailCenter Printer
1	HV96000	MailCenter Weighing Platform
1	HVBA	MailCenter 1000
1	M9SS	Mailstream IntelliLink Services 2
1	ME1C	Meter Equipment - P Series, LV
1	MW90007	SendPro P Series Drop Stacker
1	MW92705	MailCenter 15In Display
1	SJM1	SoftGuard for SendPro P1000
1	STDSLA	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 280.51	\$ 841.53

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 011322-PIT, effective date March 3, 2022 and the State and Local Fair Market Value Lease Terms (Including the Pitney Bowes Terms) (Version 1/22) which is available at <http://www.pb.com/states> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of Insurance or participate in the ValueMAX® requirement protection program (see Section 8 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

011322-PIT
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Robert Zurat	robert.zurat@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance

WS-3 60

**AGREEMENT FOR THE EXPENDITURE
OF HIGHWAY MONEYS 2023
(DB Fund)**

AGREEMENT between the Town Superintendent of the Town of Aurora, Erie County, New York, and the undersigned members of the Town Board.

Pursuant to the provisions of Section 284 of the Highway Law, we agree that moneys levied and collected in the Town for the repair and improvement of highways, and received from the State for State Aid for the repair and improvement of highways, shall be expended as follows:

1. GENERAL REPAIRS. The sum of \$390,910 shall be set aside to be expended for primary work and general repairs upon 59.30 miles of town highways, including sluices, culverts and bridges having a span of less than five feet and boardwalks or the renewals thereof.

2. PERMANENT IMPROVEMENTS. The following sums shall be set aside to be expended for the permanent improvement of Town highways:

(a) On Olden Road commencing at Grover Road and ending at West Falls Road, .82 miles, there shall be expended not over the sum of \$270,000.

Type: 3 polymer dense binder, Width of traveled surface: 20 feet

Thickness: 3 inches, Subbase: none

Executed in duplicate this _____ day of _____, 20____

Supervisor

Councilman

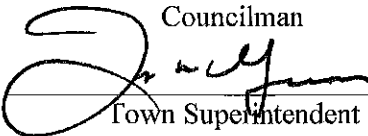
Councilman

Councilman

Councilman

Councilman

Councilman

Councilman

Town Superintendent

NOTE: This Agreement should be signed in duplicate by a majority of the members of the Town Board and by the Town Superintendent. One copy must be filed in the Town Clerk's office and one in the County Superintendent's office. COPIES DO NOT HAVE TO BE FILED IN LBANY.

SUPERVISOR
Charles D. Snyder
(716) 652-7590
csnyder@townofaurora.com



WS-4

6D

nc

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: January 3, 2024

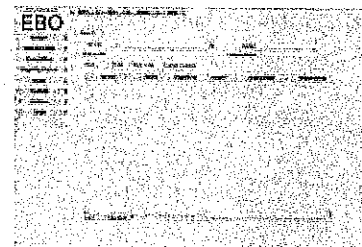
Re: NYSDOT EBO system access

NYSDOT has implemented a new web-based system for reporting. The Town as a sub-recipient of Federal funding needs to identify a primary user of the new system. As a designated user of the old reporting system, I am requesting that the Board authorize the Town Clerk to be authorized to use this new system.

Department of Transportation


Instruction for obtaining Login/Password

EBO can be accessed by anyone having a valid ID and password. A single primary user ID is issued per Sponsor/Vendor Federal ID Number. Additional secondary user IDs may be created by the Sponsor/Vendor for its staff. The primary log-in ID holder is responsible for all sub-users utilizing the EBO system. Following is the procedure for obtaining an ID and password and deactivating an access account:



Sponsor: A Sponsor is any municipality or agency that is a subrecipient to NYSDOT of Federal funds and is sponsoring a Federal-aid Contract.

To obtain a log-in ID and password:

- Request for EBO System Login/Password Form – Sponsor 
- Sponsor's Responsible Local Official (RLO) mails completed form, accompanied by a copy of the municipal resolution naming the identified as the RLO, to the NYSDOT's Regional Local Project Liaison (RLPL) for processing.
- Sponsor will receive an e-mail from NYSDOT with the Log-in ID, and a separate e-mail containing the password.

To deactivate an EBO Account:

- Sponsor notifies NYSDOT's RLPL of RLO's departure via e-mail or letter.
- NYSDOT will deactivate the account.

Vendor: A vendor is any firm that is participating on a contract in EBO (e.g., contractors, subcontractors, consultant engineering firms, suppliers, etc.).

Resolution identifying the Town Clerk as the Town of Aurora
Responsible Local Official Authorized to Access NYSDOT's EBO System

Whereas, the New York State Department of Transportation (NYSDOT) has implemented a web-based reporting system called Equitable Business Opportunities (EBO) to streamline and satisfy the Title VI Civil Rights Reporting requirements for Federal-Aid locally sponsored contracts; and

Whereas, NYSDOT requires each local municipality as a sub-recipient to NYSDOT of Federal funds and sponsor of Federal-Aid Contracts to identify a single primary user in order to access and use the system for Title VI compliance reporting requirements.

Now, Therefore, Be It Resolved, that the Aurora Town Board identifies the Town Clerk as the Town's Responsible Local Official authorized to access the EBO system; and

Be It Further Resolved that this resolution is effective immediately.



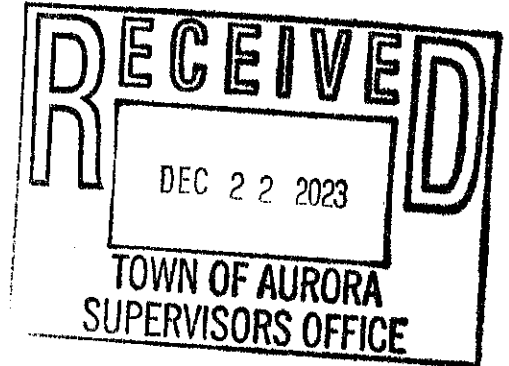
BOYS & GIRLS CLUB
OF EAST AURORA

WS-5

GE

December 15, 2023

Mr. Jim Bach
Supervisor, Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052



Dear Jim,

The Town of Aurora is such a great supporter of the Boys & Girls Club of East Aurora! Because of you, the Club can be a safe space with high-quality programs and caring mentors. You help us offer innovative programs throughout the year that empower youth to excel in school and lead healthy, productive lives.


Support from the Town of Aurora made a drastic difference in 2023. Thanks to you, the Club was able to:

- Return to pre-pandemic membership levels at 1,250 registered members.
- Average nearly 330 kids after school every day.
- Improve safety by installing video surveillance, emergency windows, and safety equipment.
- Provide about 65 scholarships to needy families.

Enclosed is a funding proposal for \$35,000 that will support 2024 youth services. Funding from the Town of Aurora will help the community by offering high-quality after-school programs and summer services, teaching youth to believe in themselves and build self-confidence. Your continued support will enable us to continue to make a difference. **We would appreciate you signing the attached agreement and returning a copy to our Club if the funding is approved.**

We look forward to continuing to work with the Town of Aurora for the benefit of our kids!

Sincerely,


Gary D. Schutrum
Chief Executive Officer

Agreement

Dated as of the 1st day of January, 2024 by and between the TOWN OF AURORA, County of Erie, State of New York, a municipal corporation maintaining offices at 575 Oakwood Avenue, East Aurora, New York, hereinafter referred to as the "Town" and THE BOYS & GIRLS CLUB OF EAST AURORA, a not-for-profit organization maintaining offices at 24 Paine Street, East Aurora, New York, hereinafter referred to as the "Boys & Girls Club".

WHEREAS, there is a demonstrated need in the community for programs to advance the moral, physical, mental, and social well-being of the youth of the Town of Aurora; and

WHEREAS, the Boys & Girls Club has agreed to provide services and programs to the youth of the Town of Aurora in the year 2024 as set forth on Exhibit "A" of this Agreement; and

WHEREAS, the residents of the Town of Aurora will benefit from such programs being provided to the youth of the Town,

NOW WITNESSETH,

IT IS MUTUALLY AGREED by and between the Town and the Boys & Girls Club that the Boys & Girls Club will conduct the programs set forth on Exhibit "A" of this Agreement for the year 2024; and

In consideration therefore, the Town will pay the Boys & Girls Club the sum of Thirty-Five Thousand Dollars (\$35,000) as follows:

1 st installment – March, 2024	\$ 9,000
2 nd installment – April, 2024	\$ 9,000
3 rd installment – July, 2024	\$ 9,000
4 th installment – Sept., 2024	<u>\$ 8,000</u>
Total	\$35,000

IT IS FURTHER AGREED that the Boys & Girls Club shall indemnify, defend and hold harmless the Town, its agents, employees or representatives against any and all claims, losses, damages, injuries, including death, property damage, lawsuits or other claims that result from services being provided by the Boys & Girls Club. The Town shall be named as an additional insured on the liability policy of the Boys & Girls Club, with limits of not less than One Million Dollars (\$1,000,000.00) of coverage; and the Boys & Girls Club will provide the Town with a certificate of insurance listing the Town as an additional insured on said policy.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on the date first above written.

Dated: January _____, 2024 **TOWN OF AURORA:**

By: _____
James Bach
Supervisor, Town of Aurora

Dated: January _____, 2024 **BOYS & GIRLS CLUB OF EAST AURORA**

By: 
Mike Wymer
Board President

EXHIBIT A

Athletics – After school athletics for elementary and middle school students

Social Recreation Programs for youth, ages 7-11

Daily drop-in activities

Smart Girls

Peanut Patrol

Educational Programs for youth, ages 7-14

Homework help

Reading time

Educational games

Smart Moves (Drug, Alcohol and Early Sexual Involvement Prevention Programs)

Peer Mentors

Social Recreation Programs for youth, ages 12-18, afternoons and evenings

Daily activities

Community Service Program

Other recreational activities

Summer Camp Programs

Camp Ska-No-Ka-San: Summer day camp for youth, ages 7-13

Jr. Counselor Program for youth, ages 12-15

Adventure Camp Program for youth, ages 16-18

Teen Programs – Evening programs for boys and girls in grades 9-12

Athletics

Special Events

Torch & Keystone Club

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 8th day of January, 2024 at 7:00 p.m. at the Aurora Municipal Center located at 575 Oakwood Avenue, East Aurora, New York, 14052, at which hearing parties and interested citizens shall have an opportunity to be heard on a proposed Local Law to rezone property at SBL#176.00-4-25.1 Olean Road (aka 600 Olean Road/Route 16) and SBL#176.00-4-20 Olean Road (aka 586 Olean Road/Route 16) from RR (rural residential) and A (agriculture) to C2 (commercial 2).

All interested parties are entitled to be heard upon the said Local Law at said 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

Comments may also be mailed, emailed or phoned to the Town Board c/o the Town Clerk until 4:00 p.m. on January 8, 2024 prior to the public hearing – townclerk@townofaurora.com or (716) 652-3280 or Town Clerk 575 Oakwood Ave., E. Aurora, NY 14052

By Order of the Town Board of the Town of Aurora

Dated: December 21, 2023

Martha L. Librocks

Town Clerk

Town of Aurora

TOWN OF AURORA

LOCAL LAW INTRO 6 - 2023

LOCAL LAW ___ - 2024

A LOCAL LAW, TO AMEND LOCAL LAW 1-1990 KNOWN AS “THE CODES OF THE TOWN OF AURORA”, ADOPTED BY THE TOWN BOARD OF THE TOWN OF AURORA ON JANUARY 22, 1990, TO AMEND THE ZONING MAP.

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

SECTION 1. LEGISLATIVE INTENT

This Local Law amends a prior Local Law known as “The Town of Aurora Code” adopted by the Town of Aurora on January 22, 1990, as amended, relating to the administrative, legislative and general legislation of Codes within the Town of Aurora as therein set forth. This Local Law will amend the boundaries of the Zone Map to transfer the described properties at their present locations in A and RR Zoning Districts to C-2 Zoning District to accommodate the uses contained herein, or its successors.

SECTION 2. SECTION 116-6, ZONE MAP

Section 116-6(A), Zone Map, of the Codes of the Town of Aurora is amended to place transfer and place the following described properties from their present classification as A and RR Zoning Districts to a C2 Zoning District:

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Aurora, County of Erie and State of New York, being part of Lot

No. 14, Township 9, Range 6 of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a point in the center line of Olean Road, distant 1251.70 feet southeasterly from its intersection with the center line of Lapham Road, which point of beginning is also a southwest corner of lands conveyed to the County of Erie by deed recorded in the Erie County Clerk's Office in Liber 1928 of Deeds at Page 110; thence N 72° 32' E and along southerly line of said lands conveyed to the County of Erie by aforesaid deed a distance of 538.5 feet record and 538.51 feet measured to a point; thence S 27° 06' E, a distance of 233.50 feet to a point, said point being also a southwest corner of said lands conveyed to the County of Erie by aforesaid deed; thence N 62° 54' E a distance of 200 feet to the southwesterly line of lands owned by Conrail, formerly Pennsylvania Railroad; thence S 27° 06' E along said southwesterly line of railroad lands 900 feet to a point in the lands conveyed by Nathaniel Fillmore the heirs of Ephraim Salisbury; thence N 89 ° 41' W along said Salisbury's land a distance of 890 feet record and 887.86 feet measured to the center line of Olean Road; thence N 23° 31' W along the center line of Olean Road 798.55 feet to a point or place of beginning.

-and-

ALL THAT TRACT OR PARCEL OF LAND, situate in the Town of Aurora, County of Erie and State of New York, being part of Lot No. fourteen (14), Township nine (9) and Range six (6) of the Holland Land Company's Survey, bounded and described as follows:

BEGINNING at a stone-monument in the division line between the lands of the said Frank W. Adams and Gertrude F. Adams, his wife, and the Pennsylvania Railroad Company, at the north-easterly corner of the lands conveyed hereby, thence westerly at right angles two-hundred (200) feet to a stake thence southerly parallel with said division line one-hundred fifty and five tenths (150.5) feet to a stake; thence westerly at an angle of eighty-two degrees twenty minutes (82°20') five hundred twenty-five and two tenths (525.2) feet to the center of the Olean Road; thence southerly along the center line of said road one hundred fifty nine and seven tenths (159.7) feet; thence easterly at an angle of ninety-six degrees and three minutes (96°3') five hundred thirty-eight and five tenths (538.5) feet to a stake; thence southerly parallel with the said division line Two hundred thirty-three and five tenths (233.5) feet to a stake; thence easterly at right angles two hundred (200) feet to the said division line; thence northerly along said division line five hundred sixty three (563) feet to the said stone monument at the place of beginning.

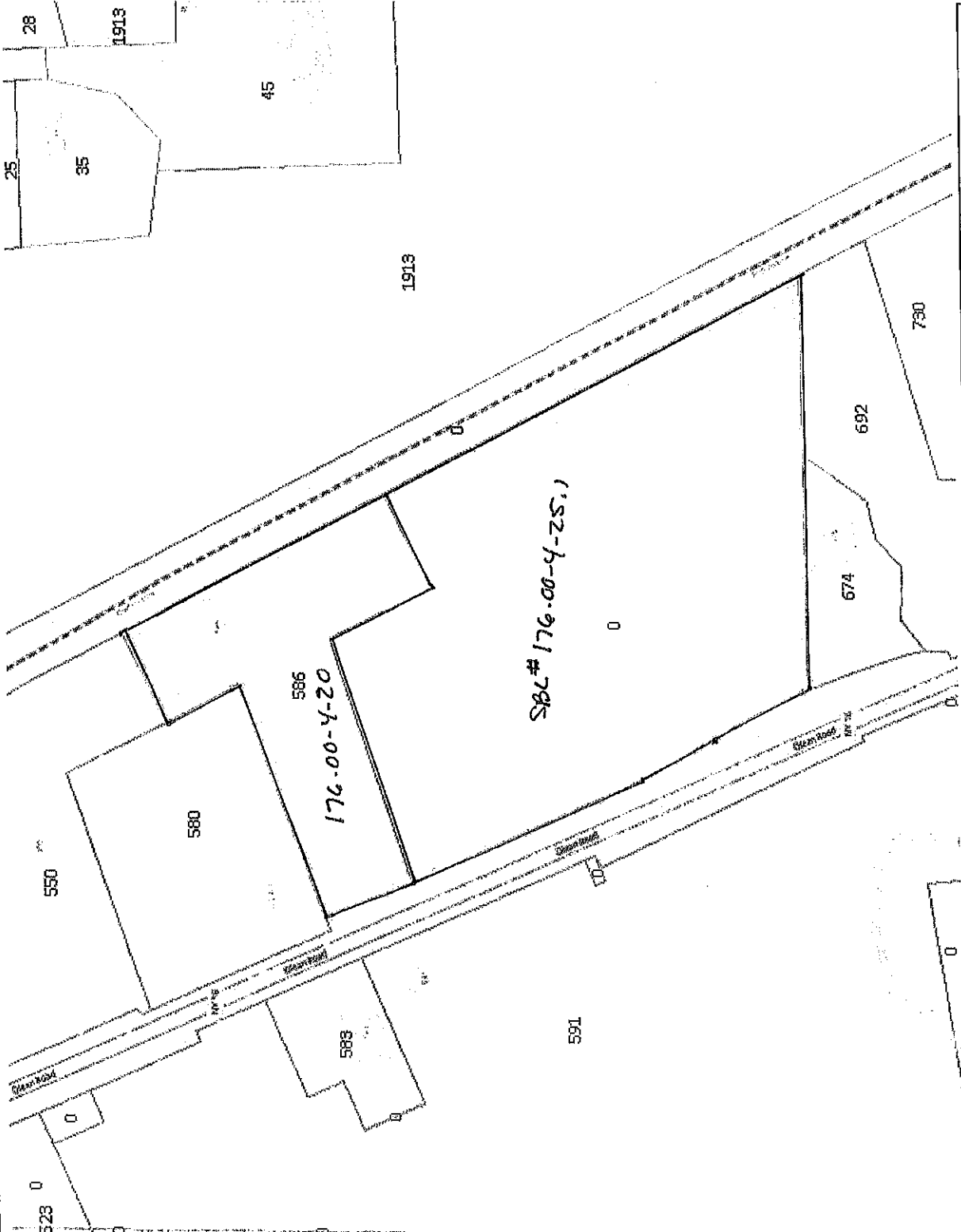
SECTION 3. SEVERABILITY.

The invalidity of any word, section, clause, paragraph, sentence, or part or provision of this Local Law shall not affect the validity of any other part of this Local Law which shall be given effect.

SECTION 4. EFFECTIVE DATE

This Local Law shall take effect immediately upon filing with the New York Secretary of State.

Erie County On-Line Mapping Application



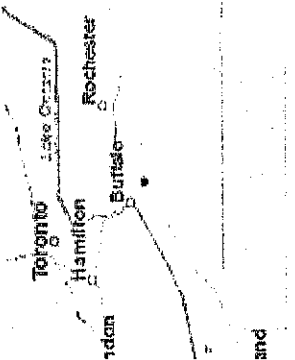
Legend
 Parcels

0 0.07 0.1 Miles
 WGS_1984_Web_Mercator_Auxiliary_Sphere
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

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

1: 4,514



SUPERVISOR
CHARLES D. SNYDER
(716) 652-7590
supervisor@townofaurora.com



GG

GH

.M/

(716) 652-5200

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: Donation for West Falls Sign
Budget Amendment: West Falls Sign
DATE: 1/8/24

Please consider accepting a donation from the Scott Bieler Foundation, Inc. in the amount of \$3,100 to be used for the new West Falls sign.

Upon approval, I respectfully request approval to amend the ⁽²⁰²⁴⁾ budget to properly record the donation. The amendment is as follows:

- Increase revenue line A 2705 Gifts & Donations by \$3,100
- Increase appropriation line A 7315.412 West Falls Beautification by \$3,100

SUPERVISOR
Charles D. Snyder
(716) 652-7590
csnyder@townofaurora.com



TO:
Martha
(716)
[townclerk@tow](mailto:townclerk@townofaurora.com)

GI

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

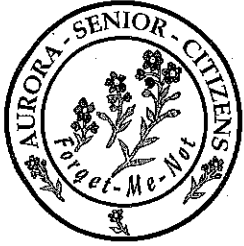
To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: January 3, 2024

Re: Donation

Please accept the \$22,784.46 donation from the Western NY Land Conservancy, on behalf of the Scott Beiler Foundation, for the paving of the Mill Road Overlook parking lot.



TOWN OF AURORA SENIOR CENTER

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

6J

MEMO

TO: SUPERVISOR JAMES BACH & TOWN BOARD MEMBERS

FROM: DONNA BODEKOR, SENIOR CITIZEN RECREATION LEADER

DATE: December 21, 2023

I am asking the Town Board to accept a donation of \$250.00 from the Southtowns Needlenuts. The group meets monthly in our building I would like the money to be placed in our line TA 1000.90.

SUPERVISOR
Charles D. Snyder
(716) 652-7590
csnyder@townofaurora.com



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townclerk@t

OK

TOWN OF AURORA

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

1/2/24

To: Town Board
Re: Request to pay Viking-Cives Invoice

Please approve paying Viking Cives of Western NY \$6,871.99 for labor and parts to replace parts that were damaged on the new Western Star Plow on November 27, 2023. These parts are proprietary and cannot be purchased elsewhere. The repairs needed to be done as soon as possible in order to get this plow back on the road. The attached invoice is part of a current insurance claim and investigation.

Thank you,

Elizabeth Deveso
Highway Secretary



Viking Cives of Western NY
 2917 Judge Road
 Oakfield, New York 14125
 585-948-5051

Invoice Number: BO00009042
 Page: 1 of 1
 Date: 12/15/2023
 Salesperson: WADE AYERS

NYS #: 16-095580001

NYS #: 16-6002169

EX 16-6002169

C001738

B AURORA, TOWN OF
 I HIGHWAY DEPARTMENT
 L 251 QUAKER ROAD
 L EAST AURORA NY 14052
 USA
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 S AURORA, TOWN OF
 H HIGHWAY DEPARTMENT
 I 251 QUAKER ROAD
 P EAST AURORA NY 14052
 USA
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 O

Order	Purchase Order	Packages	Prepaid	Weight	Ship Via	Terms
BO00009042						NET 30 DAYS
Line/Rel	Qty Ordered	Qty Shipped	Back Order	Unit Price	Extended Price	
1	1.00			6,871.99	6,871.99	

Item 1VIKWR200

Description:

U/M: EA

Date Shipped: 12/15/2023

Replaced inner arms for both wing arms, sander tailgate bar, the front post, ABL light, convex mirror, ect.
 Replaced all bolts in the hitch.

Total Price for parts and Labor \$6871.99

Remit To:

Cives Corporation, DBA
 Viking-Cives USA
 P.O. Box 101768
 Atlanta, GA 30392

Sales Amount	6,871.99
Misc Charges	0.00
Freight	0.00
Sales Tax	0.00
Prepaid Amount	0.00
Total	6,871.99

7A

**TOWN OF AURORA SENIOR CENTER
DIRECTOR'S REPORT
MONTH OF December 2023**

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

The center hosted our quarterly director's meeting on Dec. 12th. Jim Strustenski, Assistant Projector Director and Katie Earl, Community Recreation Coordinator for the Aging spoke on a variety of topics. Katie's primary focus is the University Express programs while Jim heads up nutrition. The group also enjoyed refreshments and socialized for a change.

We were pleased to have the addition of Erie County Senior Services Social Worker, Rachel Potter. Rachel will be at our location monthly to assist any senior with a variety of topics including HEAP, SNAP, Medicare and other topics. Rachel has been a social for several years and is very knowledgeable.

We were happy to have our new blinds with remote closure installed on Dec. 14th. The funds were provided by the Erie County Legislature.

On Dec. 6th I attended a virtual meeting for Live Well Erie. The Older Adult group is working towards more transportation and housing for seniors.

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 3:30veterans
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 Carriek
Participants:	4 people
Title:	BRIDGE
Day & time:	Wednesdays, 9:30am – 2:00pm
Supervisor:	Dave Lorcum
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

All Calls & Complaints

7B

Summary Report by Date: 12-01-2023 through 12-31-2023, for Category: BUILDING DEPA

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Caller Name/Address	Date/Phone	Notes	Closed
Building Department Work Requi			
Donna Senior Center	12-01-23	replace battery in carbon monoxide detector. Beeping. Mike I and Kyle-45 minutes	12-01-23
Mike Highway Garage	12-01-23	Replace outlet in highway break room. Mike I-1 hour	12-01-23
Karin Town Hall	12-01-23	Bring 20 recycle bins to town hall. Jason	12-04-23
Joe I Library	12-05-23	Please buy a lock for the library shed door. Buy one that is keyable so that it can be keyed to match the other doors. Ask Joe if you have any questions. Mike I and Kyle	12-18-23
Paula Town Library	12-14-23	Put up shelving in new library shed.	
Elizabeth Town Court	12-14-23	Please bring two boxes of copy over from town hall to court offices. Jason-15 minutes	12-15-23
Martha Town Hall	12-26-23	Please have Mike I meet with me to troubleshoot exterior light timing at town hall. Mike I and Kyle-1 hour.	12-27-23
Donna West Falls Library	12-28-23	Dead mouse found in children's section. Please put out traps.	
Total count: Building Department Work Requi			8

All Calls & Complaints

Summary Report by Date: 12-01-2023 through 12-31-2023, for Category: PARKS - PARKS

Caller Name/Address	Date/Phone	Notes	Closed
Parks			
Chris South Street Pool	12-06-23	Please drain about 6 inches from pool. Jim, Kyle, Mike	12-11-23
Dave Majors	12-12-23	Remove Kiosk on Hubbard side of Majors Park. Justin, Kyle, Mike I.	12-13-23
Total count: Parks			2

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TOWN OF AURORA DOG CONTROL REPORT:

Dec-23

PHONE CALLS RECEIVED	TOWN OF AURORA	EAPD	NYSP	TOTAL CALLS
Attack/Fighting				
Barking				
Bites	1			
Cats				
Damage by Dogs				
Deceased Dogs				
Found Dogs				
Injured/Sick				
Licensing	4			
Loose/Unleashed Dogs	3	1		
Lost Dogs				
Miscellaneous Calls				
Mutual Aid				
MVC-Dogs/Cats				
Other Animals				
Threatening Dogs	1			
Welfare				
TOTAL	9	1	0	10

IMPOUNDMENTS:

DATE	BREED	Amount
12/7/2023	Terrier	\$65
12/11/2023	German Shepherd	\$45
12/30/2024	Labrador	\$105
total		\$215

COURT: 2

People vs Anderson License before 4/19/23
 People vs Quisenberry Adjourned till 4/19/23

Month Year Reported: ----> December 2023 CLERK'S MONTHLY REPORT
 Town Name: -----> Town of Aurora
 Prepared By: -----> Martha L. Librock
 Date Submitted: -----> Jan, 01 2024

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TO THE Supervisor:

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

RSC Code	Revenue Description	Item Count	Total Revenue	Town Portion	Other Disburses
100	SPORTING LICENSE REVENUE	7	562.00	14.22	547.78
200	DOG LICENSE REVENUE	144	1,777.00	1,615.00	162.00
301	MARRIAGE LICENSE	2	80.00	35.00	45.00
303	CERTIFIED MARRIAGE CERTIFICATE	1	20.00	20.00	0.00
602	DEATH CERTIFICATE	5	410.00	410.00	0.00
Report Totals:		159	2,849.00	2,094.22	754.78

REVENUES TO SUPERVISOR - CLERK FEES	479.22
REVENUES TO SUPERVISOR - DOG FEES	1,615.00
TOTAL TOWN REVENUES TO SUPERVISOR:	2,094.22

Amount paid to NYS DEC REVENUE ACCOUNTING	547.78
Amount paid to DEPT. OF AG. AND MARKETS	162.00
Amount paid to STATE HEALTH DEPARTMENT FOR MARRIAGE LICENSES	45.00
TOTAL DISBURSED TO OTHER AGENCIES:	754.78
TOTAL DISBURSED:	2,849.00

JANUARY 3 2024 CHARLES D. SNYDER Supervisor,
 State of New York, County of Erie, Town of Aurora

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

Subscribed and Sworn to before me
 this 3rd day of January 2024

Martha L. Librock
 Town Clerk

Sheryl A. Miller Notary Public

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

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 Month Year Reported: ---> December 2023 CLERK'S MONTHLY REPORT
 Town Name: -----> Town of Aurora
 Prepared By: -----> Martha L. Librock
 Date Submitted: -----> Jan, 01 2024
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DISTRIBUTION TOTALS TO GENERAL LEDGER

Budget	Revenue 2011	Item	Total	Town	Other
Number	Description	Count	Revenue	Portion	Disburses
A1255	TOTAL TOWN CLERK FEES	15	1,072.00	479.22	592.78
A2544	DOG LICENSE	144	1,777.00	1,615.00	162.00
Report Totals:		159	2,849.00	2,094.22	754.78