

Application # _____

6F

Application For Temporary Use Permit

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

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

ALL REQUESTS MUST BE MADE NO LESS THAN 30 DAYS IN ADVANCE OF EVENT/USE.

PLEASE NOTE THAT THE PERMIT CANNOT BE ACCEPTED FOR BOARD APPROVAL WITHOUT THE FOLLOWING REQUIRED DOCUMENTS AND FEES LISTED ON PAGE 2:

- Indemnification Agreement
- Certificate of Insurance
- Map with area(s) requested to be used indicated
- Parking and Traffic plan

- Name of organization: Bordenland Music festival
- Individual responsible for this request: Jennifer Brazill
- Address: 657 Persimons St.
East Aurora NY 14052
- Telephone number: 41 3
- Fax: _____
- Email: jennfer@bordenlandfestival.com
- Date(s) of event: 9/13 - 9/15 - 2024
- Hours of use including set up/take down: Start 8am End 11pm
- Description of the event or use: parking for attendees of Bordenland festival
- Specific area(s) request. Please attach a map of the area.
 - Soccer fields
 - Polo Field
 - Equestrian Park
 - Other _____
 - Describe _____
- Specific equipment to be brought into the park (porta-johns, tents, etc.)
porta potties, light towers, pop up tent
- Needs: Water _____ Electric X

13. Estimated attendance: 2000 cars

- a. Will participants be crossing Knox Road? yes but we close the road
 b. Will participants be attending via bus? no

PLEASE NOTE: Based on the estimated attendance of the event, a meeting with the Town Supervisor, Dir. of Recreation and Aquatics, the Highway Superintendent, and Chief of Police may be scheduled at the discretion of the Aurora Town Board to discuss a plan for proper traffic control and parking.

14. Will food or drinks be served? no
 a. If yes, please describe _____

15. Will there be sound amplification, music, or a band(s)? no
 a. If yes, please describe _____

16. Other services requested, please describe: _____

- a. NYS Park Police*
 i. *Applicant is responsible for contacting the East Aurora Police Department if the event involves the Village or Town streets.
 b. Parks Department: _____

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

Provide drawings that describe location, size, and text of all proposed signs for this event to the Town of Aurora Building Department, 575 Oakwood Ave. Approved signs may be erected 30 days prior to the event and must be removed immediately after.

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

[Signature]
 Signature of Applicant

6/15/24
 Date

General Fees		
	Fee	Paid
Application	\$25	
Permit	\$15	
Security Deposit*	\$250	

Additional Services				
Service	Per hour	# of Employees	# of Hours	Total
Crossing Guards	\$30			
Parking Attendant	\$30			
Total Additional Services				

Event Specific Fees				
Item	Fee	NP or TR	NP & TR	Total
1-100 Attendants	\$150	\$135	\$120	
101-750 Attendants	\$300	\$270	\$240	
750+ Attendants	\$500	<u>\$450</u>	\$400	
Garbage Service	TBD	TBD	TBD	
Total Event Fee				

*Subject to change dependent on anticipated damage.

NP- Non-Profit
 TR- Town Resident

Official Use Only

Event: Bordersland

Attachments Submitted

- Indemnification Agreement
- Certificate of Insurance
- Map with area(s) requested to be used indicated
- Parking and Traffic plan
- Copy of application for sign permit, if applicable. (Upon application approval copy of approved sign permit must be filed with the Town Clerk NO LATER THAN 5 days prior to scheduled event.)
- Copy of this application to NYS Parks and Recreation c/o Evangola State Park

Application Recommended or Not recommended
by the Recreation Department.

Action by Aurora Town Board

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

Approved: _____ Date: _____
Supervisor's Signature

Denied: _____ Date: _____
Supervisor's Signature

Conditions:

- Police Department Approval
- Highway Department Approval
- Building Department Approval
- Requesting organization shall attach a completed **Certificate of Insurance** with minimum limits to include public liability coverage with limits of \$1,000,000 each occurrence; property damage insurance with limits of \$1,000,000 each occurrence. Policy shall be endorsed to include the Town of Aurora as an additional name insured
- Requesting organization or individual shall submit an **Indemnification Agreement** signed by authorized applicant or officer of company and duly notarized.
- Approval of parking and traffic plan
- Arsenal Soccer Contacted – No Conflicts. Date: _____
- Other

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




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

TOWN OF AURORA
575 Oakwood Ave., East Aurora, NY 14052
www.townofaurora.com

Indemnification Agreement

Town of Aurora Parks

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


Authorized Applicant or Officer

State of New York)
County of Erie)

Subscribed and sworn to before me this 18th day of JUNE, 2024


Notary Public

KARIN L. DOJNIK
Notary Public, State of New York
Reg. # 01DQ8445148
Qualified in Erie County
Commission Expires December 12, 2026

Qualified in Erie County, New York
My commission expires: 12/12/2026



Borderland Festival

September 13th-15th, 2024

Traffic and Parking Management Plan

As part of the overall Borderland Festival operations plans, the event will ensure the efficient movement of traffic (pedestrians, cars, cycles, etc) on the roadway network within Knox Farm State Park and the roadways leading to the park. To facilitate this and to manage the traffic impact (vehicles and pedestrians) generated by the planned festival at Knox Farm State Park, a Traffic and Parking Management Plan has been produced.

Background

This plan anticipates that 5,000⁺ people, in 100⁺ cars, will be traveling to the event on Friday, Saturday and Sunday. Visitors will be traveling mostly from the North, east and west on highways and local roads. Visitors coming from I 90 have been routed around the Village of East Aurora to lessen the traffic impact on the Village roadways and minimize congestion within the Village. The 2024⁺ plan has been submitted to and will be reviewed by the Town of Aurora and East Aurora Police Department. The intent of the plan is to minimize traffic congestion, provide sufficient facilities and signage to maintain safety and cope appropriately with the traffic that will be generated.

Traffic and Parking Management Plan

1. **The Event and the Organizers**

1.1. The organization chart will be submitted not less than 10 days prior to the event to the Town Supervisor and the East Aurora Police Department with contact information for key personnel for the Traffic Management Team if requested.

1.2. The event will be held at Knox Farm State Park on September 13th-15th, 2024 rain or shine.

1.3. Maps of the area and the park are attached

1.4. Timing of the event is as follows: Friday 2pm-11pm

Saturday, 10:00am-10:30pm, Sunday, 10:00am-9:00pm.

1.5. Set-up at Parking lots will begin on Wednesday September 11th 2024. Tear down in the Parking areas will be completed by Tuesday, September 17th, 2024

2. **Planning**

2.1. We are working with the Highway Superintendent, David Gunner with have parking plans to accommodate all parking needs.

2.2. To minimize the predicted traffic volumes, steps will be taken to partner with ride-share services. Golf cart transport will be available for handicapped guests, and bicycle racks will be available at the entrance of the event.

2.3. Peak car volume will be expected Friday 4-8pm, Saturday and Sunday, 11am-2pm and end of event for egress.

2.4. Parking requirements are estimated to be less than 2000 total vehicles in total.

2.5. Route plan will be highly advertised on all marketing materials, socials and website.

2.6. Ticketing box office will be located inside the pathway off Knox Rd with advanced sales as in the past years.

2.7. Overflow parking or rain weather parking will be designated in the field directly across from the Equestrian Park on Knox Road on Knox Farm State Park. Festival will coordinate with outside shuttles if necessary for inclement weather.

3. **Public Transport Strategy**

3.1. Ride Share will be located off Buffalo Road entrance by the Red Barns and coordinated with Knox Farm State Park staff and Borderland Team.

3.2. Handicapped parking with golf cart transport from soccer parking lot only.

3.3. Specific vehicle routes are set-up (below)

3.4. If festival coordinates with outside shuttle bus services all pick up and drop off will be discussed with EAPD and Highway Superintendent to ensure safety.

4. **Emergency Access**

4.1. An ambulance will be onsite all day, all operating days. Ingress and egress will be through the Main Wrought Iron gates off Buffalo Rd. This entrance will be used strictly for vendors and musicians, and will be well marked with a security person at that gate. This entrance is Not to be used for Borderland Festival visitors but will be used for festival vendors and musicians who need access during the event.

4.2 All emergency communication is planned and coordinated with East Aurora Police Department and New York State Police and East Aurora Fire Department.

5. **Parking Shuttle and Share Drop – Off/Pick Up**

5.1. All parking will be located at soccer fields and polo grounds off Knox Road.

5.2. Park-dale Elementary School has been requested for Saturday and Sunday for staff and volunteer parking only - 6am to midnight.

5.3. Drop off for shuttle buses, Ride Share and cars will be clearly marked on Buffalo Road/Seneca Street.

5.4. Golf cart shuttle for handicapped will be marked at Knox Rd near driveway entrance

6. **Traffic**

6.1. 'No Parking' signage on both sides of Knox Rd. Gypsy Lane and Buffalo Rd. All signage will be increased from previous years with clear and marked festival signs and directional signs. Directional signs will be placed at the traffic circle off Main Street and up Buffalo Rd all the way to Willardshire Rd.. Borderland Team will rent (2) DOT signs/boards to be placed at the corner of Knox and Willardshire as well as the corner of Buffalo Rd. and Bowen Rd. with appropriate directions.

6.2. Crossing and traffic guards will be situated where pedestrians are entering the festival on Knox Rd. at the driveway heading to the stables at Knox Park where the box office is located.

6.3 Knox Road is to be divided into two distinct lanes with Vehicle traffic on the south side and pedestrian/bike traffic on the north beginning west of the main event entrance on Knox Road to the water barricades. Traffic leaving the VIP lot will be directed to the south lane heading west until just past the main event entrance.

6.4 Water barricades will be placed by Town of Aurora on Knox Road west of Woodside Road (west of the driveway to 148 Knox) to block thru traffic at 1pm September 13th, 9am September 14th and at 9am on September 15th. Barricades will remain in place until all traffic from the event parking lot is completely cleared. All traffic will exit to the west on Knox going toward Gypsy and Willardshire. No traffic from the event will be allowed to travel down Knox toward the traffic circle. The time to move the barriers will be coordinated with *the East Aurora Police Department and Highway Superintendent* based on egress flow.

6.5 Knox Road will be closed *from the Village line to Gypsy Lane* through Erie County permitting during event times . Only traffic coming to or from the event parking area will be allowed .

6.6 A "Local Traffic Only" sign will be placed at the east end of Knox Road (at Grey Street) by 9am on Saturday September 14th and removed Sunday, September 15th after the water barricades are removed.

6.7 Festival Team will coordinate with Chief of Police and EAPD on police presence and placement of vehicles where needed.

6.8 Festival Parking Team will have quick service to patrons with tablets and card swipe abilities to funnel cars off the road into the parking area. As well as pre-paid parking will be available on the website.

6.9 Festival Parking Staff will be increased and Town of Aurora employees will be on site during peak hours.

7. Communication with Patrons and Town

7.1. On-site to off-site = two way radios between all Parking Staff with access to Police numbers and channels as well as State/Park Police.

7.2. Local resident/businesses – will be made aware of the impact traffic will have on their establishment or homes. Borderland Team will have clear outreach and communication to local neighborhoods.

7.3. Customers - website on tickets with route and parking instructions. All ticket holders will be emailed clear parking and traffic information prior to the event. Borderland will print all parking and traffic information in the East Aurora Advertiser the week of the festival. All information will be clear and messaged on social media and the festival website.

8. Risk Assessments

8.1. Security: Paid professional security team, bag check

8.2. Health emergency: On-site ambulance, designated trauma space, easy egress for emergency vehicles through main gate on Buffalo Rd.

8.3. Parking: Organizer will arrange for towing if weather conditions create soft grounds

8.4. Lightning: In case of lightning, visitors will be evacuated (with microphone on stage) from fields to vehicles and covered sheltered areas.

8.5. Traffic congestion: East Aurora Police Department will assist with congested intersections

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

8.7. The Department of Health is on notice and permit will be issued

9. Insurance

9.1. Public liability insurance will be secured and Town of Aurora will be added as an additional insured

9.2 Festival signed Indemnification Statement with the Town of Aurora.

Routes:

From the North or west:

From Interstate 90 take exit 54, Route 400. Exit on Transit Rd south, then make the first left at the signal onto Seneca St. Drive 4.5 miles. Turn right on Willardshire Rd. Turn left on Knox Rd. Follow signs for parking.

Follow Rt. 16 north to 20A. Turn left on 20A(west) to traffic circle. Bear right and travel Buffalo Road to Willardshire. Left on Willardshire and left on Knox. Follow signs for parking.

From the East

Follow 20A west through the Village of East Aurora to the traffic circle. Bear right and travel Buffalo Road to Willardshire. Left on Willardshire and left on Knox. Follow signs for parking.

Reviewed by:

East Aurora Police Department

Date

Town of Aurora

Date

**NEW YORK STATE
OFFICE OF PARKS, RECREATION & HISTORIC PRESERVATION
MUNICIPAL PARK MANAGEMENT AGREEMENT**

66

**TOWN BALLFIELDS
KNOX FARM STATE PARK**

This agreement is dated _____, and is between the STATE OF NEW YORK, acting by and through the Office of Parks, Recreation and Historic Preservation (“State Parks”) and the Town of Aurora (“Town”).

RECITALS:

Section 3.09(4) of the New York State Parks, Recreation and Historic Preservation Law authorizes State Parks to cooperate in the planning, organization, development, and operation of municipal and private park, recreation and historic preservation projects and projects.

State Parks has jurisdiction over certain lands owned by the People of the State of New York within Knox Farm State Park which the Town desires to operate as an outdoor recreational facility.

The Town has been responsible for the operation and maintenance of such property since 2004, most recently under agreement 0060M which expires on June 30, 2024.

State Parks and the Town now wish to continue the Town’s operations and maintenance of such property for such use.

Now, therefore, the parties agree as follows:

Section 1. Contract Documents

- (a) This agreement is comprised of the following documents, all of which are hereby incorporated by reference:
 - (i) Municipal Park Management Agreement #####M/X00#####
 - (ii) Attachment A – Property Description
 - (iii) Attachment B – Required Insurance
 - (iv) Appendix A – Standard Clauses for New York State Contracts
- (b) In the event of any inconsistency in or conflict among the document elements of the agreement, such inconsistency or conflict shall be resolved by giving precedence to Appendix A.

Section 2. Term

Initial Term: 20 years
Commencement Date: July 1, 2024

This agreement may be extended for an additional term equal to the initial term by mutual agreement between State Parks and the Town.


Section 3. Grant of License

- (a) State Parks hereby grants to the Town a license to use and maintain the portion of Knox Farm State Park identified and shown in Attachment A (the “**Property**”), for the sole purpose of operating and maintaining an outdoor recreational facility and sports fields.
- (b) The Town acknowledges that the Property is public, non-residential property within a State park and that for all purposes hereunder State Parks grants only a right to use the Property “as is/where is” and without warranty. The Town state that is has thoroughly examined and inspected the Property and that is has not relied upon any representation or statement of State Parks of its officers or employees as to the suitability of the Property for the Town’s intended use.
- (c) State Parks may enter the Property at all reasonable hours for any official purpose, including for the purpose of making an inspection.
- (d) If State Parks requires the use of the Property for its own park or recreation, parkway, historic preservation, or educational or cultural project incompatible with the continuation of the Town’s use, it may revoke this license upon 90 days’ prior written notice to the Town.

Section 4. Use of the Property

- (a) The Town shall develop and operate the Property as an outdoor recreational facility and for sports fields, including soccer fields and polo grounds. The Town shall use the Property for recreational, educational, and/or conservation purposes only. ~~The Town shall be the permitting authority for recreational and educational events on the Property, and for other passive park uses.~~ State Parks is not required to undertake any build-out or other preparation of the Property for the Town’s intended use.
- (b) Although State Parks may, in its sole discretion and subject to the availability of funds and staff time, provide in-kind services or other support to the Town and the Property, the Town is solely responsible for the operations, security, and administration of the Property unless expressly set forth otherwise in this agreement.
- (c) The Town shall keep the Property open to the general public. In no event shall the Property be restricted to the residents of the Town.
- (d) The Town shall cooperate with State Parks’ officials and comply with all reasonable requests made by such officials with respect to the operation and maintenance of the Property.

Section 5. Special Operating Conditions

- (a) *Turf and Pest Management.* The Town shall maintain the turf at the Property through a turf grass management program, including mowing fertilization, aeration, and pesticide treatments, which ensures the playing fields at the Property remain in safe, playable condition appropriate for the intended sports. The Town shall participate in State Parks’ Integrated Pest Management Program to the fullest extent practicable. By March 15th each year of this agreement, Town shall submit to State Parks a lawn care and mowing plan for Property. 
- (b) *Advertising Signs.* The Town shall not erect or maintain any advertising sign or advertising device at the Property without the prior written approval of State Parks.

- (c) *Scheduling*. The Town shall provide State Parks with a schedule of operating hours, including scheduled games, practices and special events, on a seasonal basis, and provide State Parks with reasonable advance notice of changes to the schedule, including cancellations, additions and rescheduling.
- (d) *Occasional Use by State Parks*. State Parks may upon prior notice to the Town and subject to previously scheduled events and programs, temporarily use the Property for State Parks' own events and park purposes which are not incompatible with the Town's ongoing use of the Property under this agreement.

Section 6. Fees

The parties intend that the Property is developed and managed for the use and benefit of the public and not for revenue producing purposes. The Town shall not impose any user fees or charges for the Property, except that the Town may charge reasonable permit, reservation, and registration fees to cover the administrative costs of administering its recreational programs on the Property. Such fees are subject to review by State Parks.

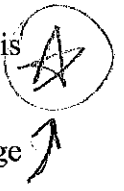
Section 7. Maintenance and Repairs; Construction Requirements

- (a) The Town shall maintain and keep the Property in good and acceptable repair as determined by State Parks in accordance with State Parks' standards for undeveloped parkland and sports fields. The Town shall perform all routine repairs, replacements, and maintenance as needed on a turnkey basis at its own cost, including such work that is required as a result of vandalism or other destructive acts. In particular, the Town shall:
 - (i) maintain and repair trail, roadway, and sidewalk surfaces, shoulders, and drainage;
 - (ii) in accordance with State Parks' guidance on tree management, be responsible for the inspection of trees, the removal of hazardous trees and branches, and routine pruning of trees;
 - (iii) maintain and repair fences and other structures on the Property;
 - (iv) maintain and repair signs on the Property; and
 - (v) be responsible for trash removal.
- (b) The Town shall maintain proper maintenance and repair records and make these records available to State Parks upon request.
- (c) Before making any development, improvement, physical alteration, or change in use of the Property, except for routine maintenance, the Town shall obtain the written approval of State Parks.
 - (i) The Town shall be solely responsible for all costs and expense involved in such actions, unless otherwise agreed to in writing by State Parks. ?
 - (ii) The Town shall submit all plans for the construction, installation, and modification of all facilities and improvements to the Trail to State Parks in advance. Any capital project undertaken by the Town, whether with or without the consent of State Parks, will become the property of State Parks upon completion unless the consent of State Parks expressly provides otherwise. If at any time during the term of this agreement State Parks so directs, the Town shall remove or change any capital project made or done by it without State Parks' consent.

- (iii) Any such action must in accordance with the master plan for Knox Farm State Park, if one has been adopted.
- (iv) Any construction work or capital repair or improvement project must be in accordance with State Parks generally applicable requirements for capital construction projects, a copy of which will be provided by State Parks upon request. State Parks may impose reasonable additional conditions as part of its written approval under this subsection (b).

Section 8. Signage

- (a) The Town shall not erect, change, or remove any signs on the Property without the prior approval of State Parks. Prior written approval is not required for routine maintenance and in-kind replacements of signage.
- (b) The Town shall place signage at entrances, parking lots, or trailheads stating that the Property is operated by the Town.
- (c) The Town acknowledges that State Parks has adopted a uniform style of signage and that any signage installed at the Property must be consistent with such signage program.



Section 9. Environmental Review

State Parks is the lead agency for meeting the requirements of the State Environmental Quality Review Act (“SEQRA”) in connection with the Property. The Town shall provide State Parks with all information reasonably necessary for making a determination of significance under SEQRA and shall not undertake any development, improvement, or modification of the Property, other than in-kind replacement and maintenance activities, until State Parks has complied with SEQRA.

Section 10. Restrictions

- (a) *Storage of Hazardous Materials.* The Town shall not use or store, or permit the use or storage, at the Property of any illuminating oils, oil lamps, turpentine, benzene, naphtha, or other similar hazardous materials or substances or explosives of any kind.
- (b) *Fireworks.* The Town shall not undertake or permit any firework displays or performances involving pyrotechnics of any kind without the specific prior written approval of State Parks and a permit from the New York State Office of Fire Prevention and Control.
- (c) *Sponsorships and Naming Rights.* The Town shall not sell, lease, license, market, or otherwise offer sponsorship of or naming rights to the Property
- (d) *Restriction on Vending.* The Town shall not operate a vending facility or vending machine, as those terms are defined in Section 8714-a of the Unconsolidated Laws, without the prior written approval of State Parks in consultation with the New York State Commission for the Blind.
- (e) *Nuisance;* The Town shall not commit any nuisance on the Property or do or permit to be done anything which may result in the creation or commission of a nuisance on the Property. The Town shall not cause or produce, nor allow to be caused or produced, any unusual, noxious, or objectionable smoke, gas, vapor, odor, or noise on the Property, nor allow the same to permeate the Property or emanate therefrom.

Section 11. Applicability of State Parks Environmental Policies

- (a) The Town shall, to the same extent required of State Parks' own operations, comply with all State of New York and State Parks policies implemented to address the environmental impacts of its operations, including, without limitation, those on the use of non-biodegradable materials, the purchase of "green" products, and the conservation of energy.
- (b) Consistent with such policies, at a minimum the Town:
 - (i) shall use recyclable materials whenever practicable;
 - (ii) shall provide appropriate receptacles to allow for separation of recycling material and biodegradable waste from other trash and debris; and
 - (iii) shall not provide or distribute Styrofoam products or single-use plastic bags, condiment packets, drinking straws or drink stirrers, except that Licensee shall provide plastic drinking straws upon request to customers with a physical or medical need therefor.

Section 12. Liability Insurance

- (a) On or before the Commencement Date, the Town shall, at its own cost, procure liability insurance coverage that complies with the policy requirements, coverage types, and coverage limit minimums set forth in Attachment B (the "**Required Insurance**"). The Town shall maintain the Required Insurance in force during the full term of this agreement and shall provide State Parks with evidence of the Required Insurance in accordance with the requirements below. The Town shall not take any action or fail to take any action that would result in the suspension or invalidation of any policy of Required Insurance. If any anytime during the term of this agreement the Town does not hold the Required Insurance, State Parks may prohibit the Town from using and occupying the Property until the Town holds the Required Insurance and provides acceptable evidence of insurance to State Parks. State Parks reserves the right to modify the Required Insurance, including both the types of coverage and coverage limits, if the scope of the Town's operations under this agreement significantly changes or in connection with a new development or improvements presenting additional risks.
- (b) *Self-Insurance.* The Town may, with the prior approval of State Parks, provide coverage equivalent to the Required Insurance through a program of self-insurance. Should the Town wish to do so, it shall provide State Parks with evidence of its financial capacity to support such program of self-insurance together with a description of the program in a form acceptable to State Parks. If the Town is self-insured, the Town shall be obligated to defend and indemnify the additional insureds, as named in the policy requirements set forth in Attachment B, with respect to commercial general liability and business automobile liability in the same manner than the Town would have been required to pursuant to this section had the Town obtained the Required Insurance.
- (c) *Evidence of Required Insurance.* The Town shall provide State Parks' Niagara Regional Office with evidence it holds the Required Insurance in a form satisfactory to State Parks on or before the Commencement Date and additionally thereafter as set forth in this subsection (c). Acceptance and/or approval by State Parks of the Town's evidence of Required Insurance does not and shall not be construed to relieve the Town of any obligations, responsibilities, or liabilities under this agreement.
 - (i) In general, an original certificate of insurance (or an electronic version of the same that can be traced directly back to the insurer, agent, or broker via email distribution of similar means) will

constitute evidence of Required Insurance in a form satisfactory to State Parks so long as the certificate of insurance:

- (a) is in a form compliant with the New York State Insurance Law;
- (b) references this agreement by number (i.e., #####M/X00#####);
- (c) is completely filled out with the date of issuance, names of the insured, company, company's National Association of Insurance Commissioners number, policy numbers, coverage periods, deductibles, self-insured retention amounts, and each occurrence and aggregate limits, and exclusions or additional insured endorsements to the policy;
- (d) disclose any deductible, self-insured retention, or aggregate limit or any exclusion to the policy that materially changes the coverage required by this agreement;
- (e) is signed by an authorized representative of the insurance company(s);
- (f) contains the following statements in the Description of Operations/ Locations/Vehicles section: (i) additional insured protection afforded is on a primary and non-contributory basis; (ii) a waiver of subrogation is granted in favor of the additional insureds; and (iii) the People of the State of New York, its Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents are endorsed as additional insureds; and
- (g) is accompanied by a copy of the endorsement by which the People of the State of New York, its Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents are named additional insureds

However, if State Parks requests it for any policy of Required Insurance, the Town shall deliver to State Parks a copy of such policy certified by the insurance company as being true and correct. Submission of an entire policy when not requested by State Parks does not constitute compliance with the requirement to provide evidence of the Required Insurance and does not discharge the Town's obligation to submit evidence of Required Insurance. State Parks is not obligated to review any policy of insurance submitted to it in full when not requested and shall not be chargeable with knowledge of the contents of such policy. State Parks reserves the right to determine the sufficiency and form of evidence of Required Insurance.

- (ii) If coverage limits for the Required Insurance are met through excess liability and umbrella liability policies, the Town shall, upon request by State Parks and in addition to any other evidence of Required Insurance provided for in this section, provide State Parks with a "Schedule of Underlying Insurance" listing policy information (i.e., insurer, policy number, policy term, coverage, and limits) for all underlying insurance policies and with proof that the excess liability and umbrella liability insurance follows form.
- (iii) Upon the renewal, expiration or cancellation of any policy of Required Insurance, the Town shall deliver to State Parks evidence of renewal or replacement of coverage that complies with the requirements of this section.

(d) *Notices to State Parks.*

- (i) The Town shall provide State Parks with a copy of any notice of cancellation or non-renewal of any policy of Required Insurance within five days of the Town's receipt of such notice from the company.

- (ii) The Town shall notify State Parks of any potential claims under the policies of Required Insurance as soon as practicable, but in no event more than three days from the Town's receipt of notice of the accident or claim.
- (e) *Contractor Insurance.* The Town shall require any of its contractors retained in relation to this agreement to procure policies of insurance that comply with the requirements of this section and maintain the same in force during the term of any work performed by such contractor. An CG 20 38 12 19 additional insured endorsement (or the equivalent) evidencing such coverage must be provided to the Town by the contractor prior to the commencement of any work by such contractor and to State Parks upon request. For any contractors that is self-insured, the contractor shall be obligated to defend and indemnify the additional insureds named in the policy requirements set forth in Attachment B with respect to commercial general liability and business automobile liability, in the same manner that the subcontractor would have been required to pursuant to this section, had the subcontractor obtained such insurance policies.

Section 13. Workers' Compensation Coverage

The Town acknowledges that pursuant to Workers' Compensation Law Section 57, State Parks cannot enter into this agreement without receiving proof of the Town's compliance with or exemption from the coverage requirements of the Workers' Compensation Law. Unless otherwise determined by the Workers' Compensation Board, the following forms are the only acceptable means of proof of compliance the C-105.2, U-26.3, or SI-12.

Section 14. Indemnity and Claims

- (a) The Town assumes all risks in its performance under this agreement and agrees to defend, indemnify, and hold harmless the People of the State of New York, its Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents ("the **Indemnitees**") from and against all claims, suits, losses, damage, or injury to persons or property of whatsoever kind and nature, whether direct or indirect, that are caused or contributed to by the Town or the Town's contractors, vendors, employees, agents, and invitees and that arise out of the Town's conduct or the Town's performance of this agreement; provided, however, that the Town's indemnity will not extend to any claims, suits, losses, damage, or injury to persons or property directly caused by and but for the negligence of any Indemnitee.
- (b) Subject to the availability of lawful appropriations and consistent with Section 8 of the Court of Claims Act, State Parks shall hold the Town harmless from and indemnify it for any final judgment of a court of competent jurisdiction to the extent attributable to the negligence of the State of New York, State Parks, or their officers or employees when acting within the course and scope of their employment.

Section 15. Termination

- (a) If any one or more of the following events occurs, State Parks may, upon the occurrence of such event or at any time thereafter, terminate this agreement by giving the Town at least 10 days' notice:
 - (i) The Town becomes insolvent; takes the benefits of any present or future insolvency statute; makes a general assignment for the benefit of creditors; files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement, the Town's reorganization, or the readjustment of the Town's indebtedness under the federal bankruptcy laws or under any other law of statute

of the United States or any State thereof; or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property;

- (ii) by order or decree of a court, the Town is adjudged bankrupt or an order is made approving a petition filed by any creditor seeking the Town's reorganization or the readjustment of the Town's indebtedness under the federal bankruptcy laws or under any other law of statute of the United States or any State thereof;
 - (iii) a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against the Town and not dismissed within 45 days after the filing thereof;
 - (iv) the interest or estate of the Town under this agreement is actually or purportedly let to, transferred to, passed to, or devolved upon, by operation of law or otherwise, any other person, firm, or corporation except upon the express written approval of State Parks;
 - (v) a receiver, trustee, or liquidator takes possess or control of all or substantially all of the property of the Town by, pursuant to, or under authority of any legislative act, resolution, or rule or any order or decree of any court or governmental board, agency, or officer;
 - (vi) any execution or attachment is issued against the Town or any of its property whereupon possession of the Property or any portion thereof is taken by someone other than the Town and such possession or control continues for a period of 20 days;
 - (vii) any lien is filled against the Property because of any act of omission of the Town and not removed or bonded within 45 days;
 - (viii) the Town ceases to be duly authorized municipal corporation in the State of New York.
- (b) If the Town fails to hold the Required Insurance in accordance with Section 11 and Attachment B and such failure continues for more than or is not commence to be cured within 30 days from the Town's receipt of notice of default issued by State Parks, State Parks may terminate this agreement for cause by notice to the Town.
 - (c) State Parks may also terminate this agreement without advance notice to the Town if any officer of the Town is convicted of any of the following offenses: Bribery Involving Public Servants and Related Offenses, as defined in Article 200 of the New York State Penal Law; Corrupting the Government, as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.
 - (d) No waiver by State Parks of any default on the part of the Town in performance of any of the terms, covenants, or conditions hereof to be performed, kept, or observed by the Town is or will be construed to be a waiver by State Parks of any other or subsequent default in performance of any of the said terms, covenants, and conditions. No acceptance by State Parks of any amounts due under this agreement will be construed to be a waiver by State Parks of any right of the State to terminate this agreement.
 - (e) The rights of termination described in this section are in addition to any other rights of termination provided in this agreement and any rights and remedies that the parties would have at law consequent

upon any breach of this agreement. The exercise by either party of any right of termination will be without prejudice to any other such rights and remedies.

Section 16. Force Majeure

- (a) If either State Parks or the Town is delayed or prevented from performing any act required by this agreement by reason of acts of God, weather, earth movement, pandemic or epidemic, lockout or labor trouble, or acts of war, riot, or other similar causes without fault and beyond the reasonable control of the party obligated, the performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Nothing in this section however, excuses the Town from the prompt payment of any all fees and other financial obligations due and owing to State Parks prior to the act constituting force majeure.

Section 17. Claims

- (a) Any and all claims against State Parks arising out of this agreement shall commenced exclusively in and subject to the jurisdiction of the New York State Court of Claims.
- (b) Any and all claims against the Town for damages brought by State Parks and/or any actions to enforce the terms and conditions of this agreement shall be enforceable in any appropriate court in Erie County, New York, which shall be the sole venue.

Section 18. Rights of Third Parties

Nothing contained in this agreement creates or gives to third parties any claim or right of action against the Indemnitees as defined herein, or any interest in real or personal property of the State of New York, beyond that as may legally exist without regard to this agreement.

Section 19. Surrender

- (a) The Town shall yield and deliver peaceably to State Parks possession of the Property on the date of the termination or expiration of this agreement, whether such cessation be by termination, expiration, or otherwise. The Town shall return the Property to State Parks in reasonable condition for its continued use as a public park.
- (b) On or before the expiration or termination of this agreement, the Town shall:
 - (i) remove its equipment and other personal property and all property of third parties for which it is responsible from the Property;
 - (ii) remove any advertising, identifiers, or other of its signs from the interiors and exteriors of the Property and from any other location within Knox Farm State Park; and
 - (iii) repair all damage caused by such removals.

State Parks may lawfully remove or dispose of any personal property remaining at the Property after the expiration or termination of this agreement.

- (c) No agreement of or to accept a surrender will be valid unless and until the same is reduced to writing and signed by the duly authorized representatives of the parties. Except as expressly provided in this section, neither the doing of nor any omission to do any act or thing by any of the officers, agents, or

employees of State Parks will be deemed an acceptable of a surrender of the Premises or this agreement.

Section 20. Designated Contacts; Consents by State Parks

- (a) The parties hereby designate the following individuals as their designated contacts for day-to-day operations under this agreement.

For State Parks:

Andrew Hillman, Park Operations Manager 1
Email: Andrew.Hillman@parks.ny.gov
Telephone: 716-278-1741

For the Town:

David Gunner, Superintendent of Highways
Email: highway@townofaurora.com
Telephone: 716-652-4050

- (b) The parties may designate replacement or updated contacts under subsection (a) of this section by giving 15 days written notice to the other party.
- (c) Any consent by State Parks permitted or required under this agreement shall be given by State Parks' Niagara Regional Office unless the provision permitting or requiring such consent expressly provides otherwise. State Parks shall not unreasonably withhold or delay any consent or approval requested by the Town.

Section 21. Notices

- (a) All notices permitted or required under this agreement shall be in writing and shall be transmitted:
 - (i) via certified or registered United States mail, return receipt requested;
 - (ii) by personal delivery;
 - (iii) by expedited delivery service; or
 - (iv) by e-mail.

Such notices must be addressed as follows or to such different address as the parties may from time-to-time designate:

If to State Parks:

OPRHP – Niagara Region
3160 DeVeaux Woods Drive
Niagara Falls, NY 14305
Attn: Regional Director
Email: Mark.Mistretta@parks.ny.gov

and

NYS OPRHP
625 Broadway
Albany, NY 12238
Attn: General Counsel
Email: counsel@parks.ny.gov

If to the Town:

Town of Aurora
575 Oakwood Avenue
East Aurora, New York 14052
Attn: Charles D. Snyder, Supervisor
Email: csnyder@townofaurora.com

- (b) Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address, or in the case of email, upon receipt.

Section 22. Agency

Nothing contained in this agreement shall constitute or be construed to create or constitute a legal or *de facto* partnership, joint venture or an agency relationship between the parties.

Section 23. Counterparts

This agreement has been executed in a number of identical counterparts, each of which shall be deemed an original for all purposes and all of which constitute, collectively, one agreement. In making proof of this agreements it shall not be necessary to produce or account for more than one such counterpart.

Section 24. Integration Clause

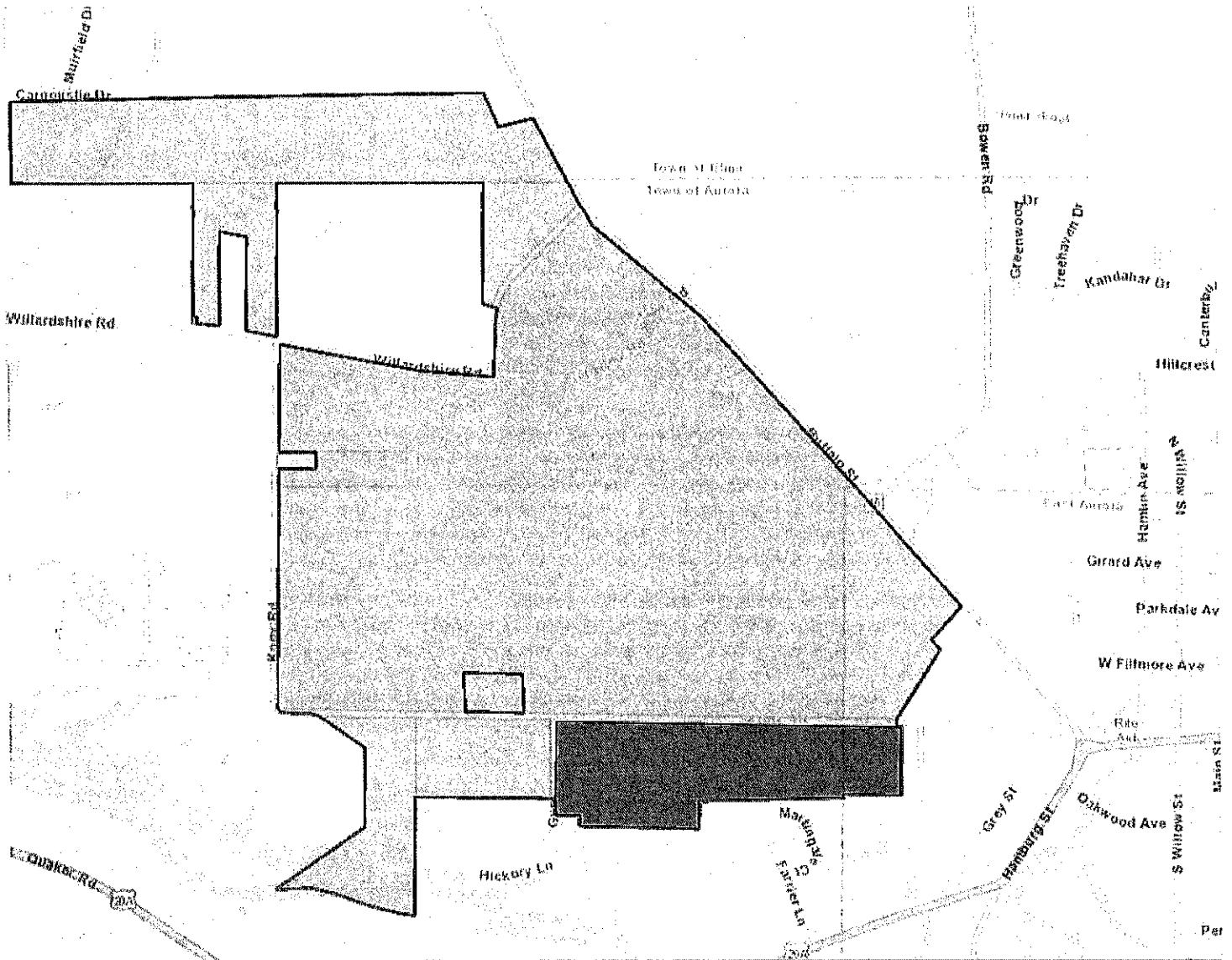
This agreement shall not be materially amended, changed, or otherwise modified except in writing signed by State Parks' Executive Deputy Commissioner or their designee. Except to the extent that documents are incorporated herein by reference, this agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties in connection therewith. No covenant, representation, or condition not expressed herein shall be effective to interpret, change, or restrict the express provisions of this agreement. This agreement shall be interpreted without construing any provision in favor of or against either party by reason of the drafting of the provision.

Signature Page Follows


Attachment A

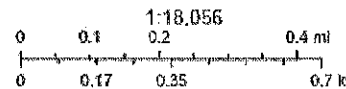
PROPERTY DESCRIPTION

The Property consists of Erie County Tax Map Parcel Nos. 164.19-7-1 and 164.00-2-38.1, shown in green on the map below:



February 23, 2024

-  State Parks and Historic Sites Boundaries
-  State Owned Parcels



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand)

Attachment B

REQUIRED INSURANCE

The word "Licensee" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party.

(a) *Policy Requirements.*

- (i) All policies of Required Insurance must be written by companies that (i) are licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and (ii) have an A.M. Best Company rating of "A-", Class "VII" or better.
 - (a) Notwithstanding the foregoing, State Parks may, in its sole discretion, accept policies of insurance written by a non-authorized company or companies if the policy documents are accompanied by a completed Excess Lines Association of New York Affidavit or other documentation demonstrating the company's strong financial rating.
 - (b) If during the term of any policy of Required Insurance the company's A.M. Best Company rating falls below "A-", Class "VII", Licensee shall, on or before the renewal date of such policy, replace such policy with one from a company that meets the requirements of this subsection (b)(i).
- (ii) Except as otherwise specifically provided in this agreement or agreed to in writing by State Parks, all policies of Required Insurance must be written on an occurrence basis.
 - (a) Notwithstanding the foregoing, State Parks may, in its sole discretion, elect to accept policies written on a claims-made basis provided that, at a minimum, (i) such policy remains in force through the term of this agreement and for three years thereafter or Licensee purchases tail coverage sufficient to cover the three year period after the termination of this agreement and (ii) Licensee provides State Parks with proof of such extended reporting period prior to such policy's expiration or cancellation.
- (iii) All policies of Required Insurance must provide that the required coverage is primary and non-contributory to other insurance available to the State of New York and State Parks. Any other insurance maintained by State Parks will be in excess of and will not contribute with Licensee's Required Insurance.
- (iv) Deductibles and self-insurance retentions greater than \$100,000 must be approved by State Parks, such approval not to be unreasonably withheld, conditioned, or delayed. Licensee is solely responsible for all claim expenses and loss payments within the deductible.
- (v) All policies insuring against loss, damage, or destruction by fire or other insured casualty must include a waiver of Licensee's right of subrogation against the People of the State of New York, its Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents. If such waiver is unobtainable, Licensee must, on or before the Commencement Date, instead provide State Parks with either (i) an express agreement that the policy shall not be invalidated if the Licensee waives or has waived before the casualty its right of recovery against the people of the State of New York, its Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents or (ii) any other form of permission for the release of the People of the State of New York, its Office of Parks, Recreation and Historic Preservation,

and their officers, employees, and agents. A Waiver of Subrogation Endorsement shall be provided; a blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

- (vi) All policies of Required Insurance must include ISO form CG 20 10 11 85 and form CA 20 48 10 13, or a form or forms providing equivalent coverage, naming as additional insureds the People of the State of New York, its Office of Parks, Recreation and Historic Preservation, and their officers, employees, and agents.
 - (vii) All policies of Required Insurance must be written to include requirements for notice of cancellation or non-renewal in accordance with New York State Insurance Law.
- (b) *Coverage Requirements and Limits.* The following types of liability insurance coverage with liability limits of at least the levels set forth below are required.
- (i) **Commercial General Liability Insurance** covering claims arising out of ongoing and completed operations under this agreement as well as damage to or loss at the Premises caused by fire and water damage. Such policy must have a liability limit of at least \$1,000,000 each occurrence and at least \$2,000,000 general aggregate.
 - (ii) **Comprehensive Business Automobile Liability Insurance** covering liability arising out of any automobile used in connection with performance of this agreement including owned, leased, hired, and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Law of the State of New York to bear license plates. Such policy must have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000 each accident.

This coverage is not required if no automobiles or motor vehicles are used in connection with the performance of this agreement.

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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



townclt

GH.

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

To: Aurora Town Board

From: Martha Librock (for Gerald Sentz and David Gunner)

Date: June 20, 2024

Re: Property Acquisition – Church St. Bridge project

Please authorize the Supervisor to sign the Appraisal Review and authorize Right-Of-Way Professionals LLC to make offers to the property owners at 70 Church Street and 69 Church Street for the acquisition of property rights for the Church Street Bridge Replacement, including permanent and temporary easements. The offers will be based on the property appraisals done by Donald A. Lefcowitz, MAI/NYS Certified General Appraiser. Funds are budgeted in the NYBridge grant for these acquisitions.



2440 Sheridan Drive, Suite 100
Tonawanda, New York, 14150

REVIEW APPRAISAL

OF:

**Church Street Bridge Replacement
East Aurora
By Town of Aurora, Erie County
PIN 5763.87**

CLIENT: **Town of Aurora
575 Oakwood Avenue
East Aurora, New York 14052**

REVIEW APPRAISER: **RIGHT-OF-WAY PROFESSIONALS, LLC
2440 Sheridan Drive, Suite 100
Tonawanda, New York 14150**

**Timothy J. Magyar, SR/WA, R/W-AC
President/Review Appraiser
NYS Certified General Appraiser
License #46-41210**

TYPE OF APPRAISAL: **Restricted Appraisal Report – Value Finding Appraisal Report**

PROPERTY ADDRESS: **70 Church Street
East Aurora, New York**

MAP/PARCEL NO.: **Map Nos. 3 & 4 Parcel Nos. 3 (Fee) & 4 (PE)**

DATE OF REVIEW: **June 17, 2024**

This report is for the exclusive use of the Town of Aurora. No other party shall have any right to rely on any service provided by Right-of-Way Professionals, LLC.



2440 Sheridan Drive, Suite 100
Tonawanda, NY 14150
Ph. 716.685.0500
Fax: 716.558.2825

Website: www.rightofwaypros.com

June 17, 2024

Charles D. Snyder
Supervisor
Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052

Re: **Review Appraisal of
70 Church Street
East Aurora, New York
Map Nos. 3 & 4 Parcel No. 3 (Fee) & 4 (PE)**

Dear Mr. Snyder:

The following serves as my Appraisal Review of the Restricted Appraisal Report – Value Finding Appraisal Report prepared by Donald A. Lefcowitz, MAI of Emminger, Newton, Pigeon & Magyar Inc. (“Lefcowitz Appraisal”), on the above referenced property. The “Lefcowitz Appraisal” has an effective date of value of June 1, 2024.

DATE OF APPRAISAL REVIEW:

June 17, 2024

PURPOSE OF APPRAISAL REVIEW:

The purpose of this Appraisal Review is to form an opinion as to whether the “Lefcowitz Appraisal” conforms to the rules and guidelines as outlined within the Uniform Standards of Professional Appraisal Practice (USPAP), New York State Eminent Domain Procedure Law and New York State Department of Transportation guidelines as interpreted by the review appraiser.

INTENDED USE OF THE REVIEW:

This Appraisal Review is to be utilized by the client, Town of Aurora, in conjunction with acquisition of property rights for the Church Street Bridge Replacement by the Town of Aurora in the Village of East Aurora, Erie County, New York. It is recognized this Appraisal Review is subject to potential oversight by the New York State Department of Transportation and the Federal Highway Administration.

INTENDED USERS OF REPORT:

The intended users of this report are limited to Town of Aurora, New York State Department of Transportation, the Federal Highway Administration and other parties specifically designated by the client.

OVERVIEW OF PROPERTY APPRAISED:

The subject property is located on the northeast corner of Church Street, and East Fillmore Avenue, Village of East Aurora, New York. The subject is irregular in shape having 163.76±' of frontage along Church Street, 207±' of frontage along East Fillmore Avenue with an additional frontage of 82.20±' along Pine Street. In total, the subject contains 59,677± sf (1.37± acres). It is noted that the subject's southerly boundary line extends within Tannery Brook and its banks. Improvements consist of a two-story, old-style, two-family home (built in 1932±), a one-car attached garage, and former repair garage that has been recently been converted to retail/commercial use as MUSEjar (addresses as 71 Pine Street). Site improvements consist of seeded lawn, plantings, trees, wood fencing, shrubs, asphalt driveway and parking lot. The subject is located in a non-flood zone.

The property is zoned Single Family Residential (SFR) along Church Street and Limited Commercial Residential (LCR) along Pine Street. Its highest and best use was determined for residential development with limited commercial use. The property is appraised to a depth of the residential zoning along Church Street as this is the portion affected.

SCOPE OF WORK WITHIN THE APPRAISAL REVIEWED:

The Restricted Appraisal Report reviewed is in a Value Finding Report format that is presented in Summary Format. Although the subject property is improved, the building improvement is not affected by this project. Rather, the Appraisal Problem is concerned with providing an opinion of damages and compensation which will result from the fee acquisition and a permanent easement of the land together with land improvements which lie within this area which will be acquired in conjunction with the project. This is the accepted procedure for Eminent Domain appraisals in New York State.

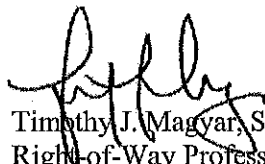
SCOPE OF WORK PERFORMED BY REVIEWER:

This is an Appraisal Review which is intended to conform to Standard 3 of the Uniform Standards of Professional Appraisal Practice (USPAP), as adopted by the Appraisal Foundation. In order to satisfy the assignment's purpose, the subject property and neighborhood are inspected; in addition, all of the comparable sales in the appraisal are inspected to the extent possible; I confirmed through public records all of the comparable sales and data presented in the report. Having completed this phase of the review, I then analyzed the report to determine if the analysis is appropriate, reasonable and conforms to the Uniform Standards of Professional Appraisal Practice. The appraisal is reviewed as to consistency, errors of omission and commission, strengths and weaknesses of analyses and compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), Eminent Domain Procedure Law of New York State (EDPL) and New York State Department of Transportation guidelines as interpreted by the review appraiser.

CERTIFICATION OF REVIEW APPRAISER:

To the best of my knowledge and belief, I certify that:

1. I have made a personal exterior inspection of the subject and all of the comparable sales that are the subject of this review;
2. The facts and data reported by the review appraiser and used in the review process are true and accurate;
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved;
4. My engagement in this assignment is not contingent upon developing or reporting predetermined results;
5. My compensation is not contingent on an action or event resulting from the analyses, opinions and conclusions in this review or from its use;
6. My analysis, opinions and conclusions were developed, and this report has been prepared in conformity with USPAP and New York State Department of Transportation guidelines as interpreted by the review appraiser;
7. The Appraisal Review is prepared in conformity with the review appraiser's interpretation of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice, except to the extent that Regulation 49 CFR: Section 4 required invocation of USPAP's Jurisdictional Exception Rule, New York State Eminent Domain Procedure Law (EDPL) and New York State Department of Transportation guidelines;
8. The review appraiser has performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice;
9. As of the date of this report, I am a Certified General Real Estate Appraiser within the State of New York and have completed the continuing education program of the State of New York.
10. I have not been involved in a previous assignment with this property.
11. The reported analyses, opinions and conclusions in the review report are limited only by the assumptions and limiting conditions stated in this review report, and are the reviewer's personal, unbiased professional analyses, opinions and conclusions.
12. I am an approved consultant with the New York State Department of Transportation.



Timothy J. Magyar, SR/ WA, R/W-AC
Right-of-Way Professionals, LLC
President/ Review Appraiser
New York State Certified General Real Estate Appraiser
License No.: 46-41210

Date: June 17, 2024

**RIGHT-OF-WAY PROFESSIONALS, LLC
AGENT FOR
TOWN OF AURORA**

APPRAISAL REVIEW

PIN: 5763.87 **MAP NOS.:** 3 & 4 **PARCEL NOS.:** 3 (Fee) & 4 (PE)

PROJECT: Church Street Bridge Replacement
East Aurora
Erie County, New York

REPUTED OWNER(S): Willima F. Marusza and Kristin M. Marusza
70 Church Street
East Aurora, New York 14052

ADDRESS OF PROPERTY: 70 Church Street
East Aurora, New York

APPRAISED BY: Donald A. Lefcowitz, MAI
Emminger, Newton, Pigeon & Magyar, Inc.
2440 Sheridan Drive, Suite 100
Tonawanda, New York 14150
License #46-6521

EFFECTIVE DATE: June 1, 2024

REPORT DATE: June 10, 2024

APPRAISED COMPENSATION:

ARITHMETICAL CHECK BY: Timothy J. Magyar, SR/WA, R/W-AC **DATE:** June 17, 2024
President
Right-of-Way Professionals, LLC

The scope of this assignment is to provide a technical appraisal review report to the intended users (Town of Aurora, New York State Department of Transportation and the Federal Highway Administration) for the purpose of rendering an opinion as to whether the damage opinions as documented within the appraisal report prepared by Emminger, Newton, Pigeon & Magyar, Inc. ("Lefcowitz Appraisal") are adequately supported and in compliance with all appropriate laws, standards and regulations relating to the appraisal of right-of-way for Federally Funded Acquisitions as interpreted by the review appraiser.

The review appraiser affirms that his report may be used for a Federal-aid project; there has been a field inspection of the subject and comparable sales or reasons for not doing so are documented in this report; the facts and data reported are true and correct; the analysis, opinions and conclusions in this review report are unbiased and based solely on factual data and market conditions; I have no present or prospective interest or bias with respect to this property or the parties involved; no compensation is contingent upon the conclusions and use of this report; this report is prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the Uniform Relocation Assistance and Real Property Acquisition Policy Act of 1970, (as amended in 1987) and New York State Department of Transportation guidelines.



2440 Sheridan Drive, Suite 100
Tonawanda, New York, 14150

REVIEW APPRAISAL

OF:

**Church Street Bridge Replacement
East Aurora
By Town of Aurora, Erie County
PIN 5763.87**

CLIENT:

**Town of Aurora
575 Oakwood Avenue
East Aurora, New York 14052**

REVIEW APPRAISER:

**RIGHT-OF-WAY PROFESSIONALS, LLC
2440 Sheridan Drive, Suite 100
Tonawanda, New York 14150**

**Timothy J. Magyar, SR/WA, R/W-AC
President/Review Appraiser
NYS Certified General Appraiser
License #46-41210**

TYPE OF APPRAISAL:

Restricted Appraisal Report – Value Finding Appraisal Report

PROPERTY ADDRESS:

**69 Church Street
East Aurora, New York**

MAP/PARCEL NO.:

Map Nos. 1 & 2

Parcel Nos. 1 (Fee) & 2 (PE)

DATE OF REVIEW:

June 17, 2024

This report is for the exclusive use of the Town of Aurora. No other party shall have any right to rely on any service provided by Right-of-Way Professionals, LLC.



2440 Sheridan Drive, Suite 100
Tonawanda, NY 14150
Ph. 716.685.0500
Fax: 716.558.2825

Website: www.rightofwaypros.com

June 17, 2024

Charles D. Snyder
Supervisor
Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052

Re: **Review Appraisal of
69 Church Street
East Aurora, New York
Map Nos. 1 & 2 Parcel No. 1 (Fee) & 2 (PE)**

Dear Mr. Snyder:

The following serves as my Appraisal Review of the Restricted Appraisal Report – Value Finding Appraisal Report prepared by Donald A. Lefcowitz, MAI of Emminger, Newton, Pigeon & Magyar Inc. (“Lefcowitz Appraisal”), on the above referenced property. The “Lefcowitz Appraisal” has an effective date of value of June 1, 2024.

DATE OF APPRAISAL REVIEW:

June 17, 2024

PURPOSE OF APPRAISAL REVIEW:

The purpose of this Appraisal Review is to form an opinion as to whether the “Lefcowitz Appraisal” conforms to the rules and guidelines as outlined within the Uniform Standards of Professional Appraisal Practice (USPAP), New York State Eminent Domain Procedure Law and New York State Department of Transportation guidelines as interpreted by the review appraiser.

INTENDED USE OF THE REVIEW:

This Appraisal Review is to be utilized by the client, Town of Aurora, in conjunction with acquisition of property rights for the Church Street Bridge Replacement by the Town of Aurora in the Village of East Aurora, Erie County, New York. It is recognized this Appraisal Review is subject to potential oversight by the New York State Department of Transportation and the Federal Highway Administration.

INTENDED USERS OF REPORT:

The intended users of this report are limited to Town of Aurora, New York State Department of Transportation, the Federal Highway Administration and other parties specifically designated by the client.

OVERVIEW OF PROPERTY APPRAISED:

The subject is located on the west side of Church Street (22.6±'), north of East Fillmore Avenue in the Village of East Aurora, New York. The subject is irregular in shape having 123±' of frontage along Church Street, a northerly boundary line of 205.25±' and 132±' and two southerly courses of 227.70±' and 48.70±' along Tannery Brook. In total, the subject contains 32,256± sf. It is noted that a portion of the property is located within Tannery Brook and its banks, and, as per the engineer's title report, the property extends to the centerline of the road. Improvements consist of a single-family, two-story, old-style home built in 1930±. Site improvements consist of seeded lawn, wood stockade fence, plantings and trees. The property is located in a non-flood zone.

The property is zoned Single Family Residential (SFR). Its highest and best use was determined for residential development.

SCOPE OF WORK WITHIN THE APPRAISAL REVIEWED:

The Restricted Appraisal Report reviewed is in a Value Finding Report format that is presented in Summary Format. Although the subject property is improved, the building improvement is not affected by this project. Rather, the Appraisal Problem is concerned with providing an opinion of damages and compensation which will result from the fee acquisition and a permanent easement of the land together with land improvements which lie within this area which will be acquired in conjunction with the project. This is the accepted procedure for Eminent Domain appraisals in New York State.

SCOPE OF WORK PERFORMED BY REVIEWER:

This is an Appraisal Review which is intended to conform to Standard 3 of the Uniform Standards of Professional Appraisal Practice (USPAP), as adopted by the Appraisal Foundation. In order to satisfy the assignment's purpose, the subject property and neighborhood are inspected; in addition, all of the comparable sales in the appraisal are inspected to the extent possible; I confirmed through public records all of the comparable sales and data presented in the report. Having completed this phase of the review, I then analyzed the report to determine if the analysis is appropriate, reasonable and conforms to the Uniform Standards of Professional Appraisal Practice. The appraisal is reviewed as to consistency, errors of omission and commission, strengths and weaknesses of analyses and compliance with the Uniform Standards of Professional Appraisal Practice (USPAP), Eminent Domain Procedure Law of New York State (EDPL) and New York State Department of Transportation guidelines as interpreted by the review appraiser.

CERTIFICATION OF REVIEW APPRAISER:

To the best of my knowledge and belief, I certify that:

1. I have made a personal exterior inspection of the subject and all of the comparable sales that are the subject of this review;
2. The facts and data reported by the review appraiser and used in the review process are true and accurate;
3. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest or bias with respect to the parties involved;
4. My engagement in this assignment is not contingent upon developing or reporting predetermined results;
5. My compensation is not contingent on an action or event resulting from the analyses, opinions and conclusions in this review or from its use;
6. My analysis, opinions and conclusions were developed, and this report has been prepared in conformity with USPAP and New York State Department of Transportation guidelines as interpreted by the review appraiser;
7. The Appraisal Review is prepared in conformity with the review appraiser's interpretation of the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice, except to the extent that Regulation 49 CFR: Section 4 required invocation of USPAP's Jurisdictional Exception Rule, New York State Eminent Domain Procedure Law (EDPL) and New York State Department of Transportation guidelines;
8. The review appraiser has performed within the context of the competency provision of the Uniform Standards of Professional Appraisal Practice;
9. As of the date of this report, I am a Certified General Real Estate Appraiser within the State of New York and have completed the continuing education program of the State of New York.
10. I have not been involved in a previous assignment with this property.
11. The reported analyses, opinions and conclusions in the review report are limited only by the assumptions and limiting conditions stated in this review report, and are the reviewer's personal, unbiased professional analyses, opinions and conclusions.
12. I am an approved consultant with the New York State Department of Transportation.



Timothy J. Magyar, SR/ WA, R/W-AC
Right-of-Way Professionals, LLC
President/ Review Appraiser
New York State Certified General Real Estate Appraiser
License No.: 46-41210

Date: June 17, 2024

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



ERK
rock
280
com

GI

to:

TOWN OF AURORA

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

TOWN COUNCIL MEMBERS

June 18, 2024

Luke Wochensky
lwochensky@townofaurora.com

James F. Granville
jgranville@townofaurora.com

Joseph M. McCann
jmccann@townofaurora.com

Raymond M. Wrazen
rwrazen@townofaurora.com

SUPT. OF HIGHWAYS
David M. Gunner
(716) 652-4050
highway@townofaurora.com

CODE ENFORCEMENT
OFFICER
Elizabeth Cassidy
(716) 652-7591
building@townofaurora.com

ASSESSOR
Stephen R. Pigeon
assessor@townofaurora.com
(716) 652-0011

DIR. OF RECREATION
Christopher Musshafen
(716) 652-8866
chris@townofaurora.com

TOWN ATTORNEY
Brigid M. Maloney

TOWN JUSTICE
Jeffrey P. Markello
Anthony DiFilippo IV

HISTORIAN
Robert L. Goller
(716) 652-7944
historian@townofaurora.com

FAX: (716) 652-3507

To: Town Board Members

I respectfully request the Town Board approve the hiring of Joe Kenefick as a full time Laborer at the rate of pay of \$20.19 per hour. Joe has already obtained a CDL permit and is eager to train to be a future 1 man snowplow operator. His start date will be July 8, 2024.

Sincerely,

A handwritten signature in black ink, appearing to read "D. Gunner", written over a large, stylized loop.

David M. Gunner
Superintendent of Highways

6J

TOWN OF AURORA

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

MEMO

TO: Supervisor Snyder and Town Board Members

FROM: Elizabeth Cassidy, Code Enforcement Officer

DATE: June 18, 2024

I respectfully request the Town Board approve Michael V. Gleason as an electrical inspector for the Town. He has working relationships with a couple of electricians who regularly work in our area and wants to ensure that he is approved for any projects within the Town and Village. With the retirement of a Commonwealth inspector in January of 2023, we have been working with 5 electrical inspectors for the Town and since they don't work just for our Town, there are times when inspections are delayed. And as a single-operator business, the turnaround time for electrical inspection certificates is shortened significantly.

Attached are his certifications and insurance certificates. Please let me know if you have any questions.

Thank you,
liz

GK

TOWN OF AURORA

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

MEMO

TO: Supervisor Snyder and Town Board Members

FROM: Elizabeth Cassidy, Code Enforcement Officer

DATE: June 18, 2024

I respectfully request the Town Board authorize the Supervisor sign the attached MS4 letter of support. Erie County Department of Environment and Planning is submitting an application to the DEC for a grant for additional mapping of the MS4 and development of an app which will assist in inspections and will communicate directly with the Coalition's online mapper.

Thank you,
liz

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



TOWN CLERK
Martha L. Librock
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA

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

TOWN COUNCIL MEMBERS

Luke Wochensky
lwochensky@townofaurora.com

James F. Granville
jgranville@townofaurora.com

Joseph M. McCann
jmccann@townofaurora.com

Raymond M. Wrazen
rwrazen@townofaurora.com

SUPT. OF HIGHWAYS
David M. Gunner
(716) 652-4050
highway@townofaurora.com

CODE ENFORCEMENT
OFFICER
Elizabeth Cassidy
(716) 652-7591
building@townofaurora.com

ASSESSOR
Stephen R. Pigeon
assessor@townofaurora.com
(716) 652-0011

DIR. OF RECREATION
Christopher Musshafen
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chris@townofaurora.com

TOWN ATTORNEY
Brigid M. Maloney

TOWN JUSTICE
Jeffrey P. Markello
Anthony DiFilippo IV

HISTORIAN
Robert L. Goller
(716) 652-7944
historian@townofaurora.com

FAX: (716) 652-3507

Cooperating MS4 Letter of Support

The Town of Aurora, in partnership with the Western New York Stormwater Coalition, supports the grant application submitted by the Erie County Department of Environment and Planning to the New York State Department of Environmental Conservation's Non-Agricultural Nonpoint Source Planning and Municipal Separate Storm Sewer System (MS4) Mapping Grant Program.

The primary focus of the proposed project, entitled *Western NY Stormwater Coalition: Intermediate Mapping Elements Project*, is to fulfill NYSDEC's required Intermediate Mapping Elements. In addition, higher functioning inspection APPs, designed to interface directly with the Coalition's Online Stormwater Mapper, will be developed.

Should the project receive funding, the Town of Aurora will assist Erie County DEP by providing information and assisting with field data collection for mapping as needed.

Signature:

Date:

Title:

6L

WHEREAS, Section 2019-a of the Uniform Justice Court Act requires every justice of a village or town to submit his records and docket to the auditing board of said village or town; and

WHEREAS, Section 2019-a of the Uniform Justice Court Act requires that Justice Court records shall be examined and audited by said auditing board or a certified public accountant.

NOW, THEREFORE BE IT RESOLVED that the audit and examination of the records of the Aurora Town Justices for the year ended December 31, 2023 was performed by the auditing firm of Drescher & Malecki LLP; and

BE IT FURTHER RESOLVED that the findings of said audit and examination were presented to the Town Board of the Town of Aurora.

Town of Aurora Building Department
Monthly Report - May 2024

7A

	Town	Village	Totals
Permits Issued			
Number of Permits	40	23	63
Current Month Fee Total	\$ 17,312.20	\$ 7,297.75	\$ 24,609.95
2024 Year Fee Total	\$ 34,915.50	\$ 38,294.48	\$ 73,209.98
2022 Year Fee Total	\$ 10,990.66	\$ 6,921.00	\$ 63,096.87

Inspections Completed			
Building Permit	121	91	212
Fire Safety	0	7	7
Complaint/Violation	2	4	6

Notices Sent			
Permits Expired	39	30	69
2nd Notice Permit Expired	7	1	8
Violations - expired permits	0	0	0
2nd Notice Viols - exp permits	0	0	0
Zoning Compliance Letter	2	0	2
False Alarm	0	0	0

Reviews			
Zoning Board Cases - New	3	0	3
Site Plan Applications	0	2	2
Special Use Permit Applications	2	1	3
ODA Applications	2	0	2

Town of Aurora/Village of East Aurora

Certificate of Compliance/Occupancy Issued 05/01/2024-05/31/2024

Permit numb	Address	Inspector name	Work space	Visit date	Visit result	Municipality
2024-012	612 CENTER ST	175.04-1-4	Final Building Department Int Constructive	3/11/2024	Failed	Aurora
2023-123	2254 LAPHAM RD	176.00-2-43	Temporary Certificate of Occ Occupied	3/11/2024	Granted but outstanding matte	Aurora
2023-142	2105 WILL RD	186.00-4-99.111	Final Building Department Int Finished	3/4/2024	Granted and fully completed	Aurora
2023-144	1542 BLAKELEY RD	187.00-3-48.121	Final Building Department Int Finished	3/8/2024	Granted and fully completed	Aurora
2023-097	1432 EMERY RD	187.00-4-52.121	Final Building Department Int Finished	3/11/2024	Granted and fully completed	Aurora
2023-065	119 CASTLE HILL RD	176.06-1-95	Final Building Department Int Finished	3/15/2024	Granted and fully completed	Aurora
2023-084	220 DORCHESTER RD	165.13-4-32	Final Building Department Int Finished	3/15/2024	Granted and fully completed	Aurora
2023-407	2358 DARLING RD	201.19-1-1.21	Final Building Department Int Finished	3/15/2024	Granted and fully completed	Aurora
2023-087	205 GENEVA RD	175.16-1-26	Final Building Department Int Finished	3/18/2024	Failed	Aurora
2023-393	1000 WILLARDSHIRE RD	163.00-3-4	Final Building Department Int Finished	3/18/2024	Failed	Aurora
2023-444	971 CENTER ST	187.02-1-25	Final Building Department Int Constructive	3/19/2024	Failed	Aurora
2023-350	17 OLD GLENWOOD RD	186.00-5-27.1	Final Building Department Int Finished	3/19/2024	Granted and fully completed	Aurora
2023-033	2395 BLAKELEY RD	188.00-2-8.13	Temporary Certificate of Occ Occupied	3/20/2024	Failed	Aurora
2023-063	2200 BOYES RD	200.00-4-49	Temporary Certificate of Occ Constructive	3/21/2024	Granted but outstanding matte	Aurora
2023-416	2252 LEWIS RD	201.00-3-17	Final Building Department Int Finished	3/22/2024	Granted and fully completed	Aurora
2024-066	180 WILLARDSHIRE RD	164.00-1-9	Temporary Certificate of Occ Constructive	3/27/2024	Granted but outstanding matte	Aurora
2023-028	180 WILLARDSHIRE RD	164.00-1-9	Final Building Department Int Occupied	3/27/2024	Granted and fully completed	Aurora
2023-273	46 ROYCROFT CIRCLE	164.12-2-8	Final Building Department Int Occupied	3/16/2024	Failed	East Aurora
2023-273	46 ROYCROFT CIRCLE	164.12-2-8	Temporary Certificate of Occ Occupied	3/16/2024	Granted but outstanding matte	East Aurora
2023-408	49 OLEAN S	176.05-1-31.1	Final Building Department Int Constructive	3/16/2024	Failed	East Aurora
2023-408	49 OLEAN ST	176.05-1-31.1	Temporary Certificate of Occ Constructive	3/17/2024	Granted but outstanding matte	East Aurora
2023-483	640 MAIN ST	165.17-6-39	Final Building Department Int Finished	3/7/2024	Granted and fully completed	East Aurora
2023-014	261 WALNUT ST	175.08-8-20	Final Building Department Int Finished	3/8/2024	Granted and fully completed	East Aurora
2023-044	686 EAST FILLMORE AVE	165.17-1-8	Temporary Certificate of Occ Occupied	3/8/2024	Failed	East Aurora
2024-076	712 MAIN ST	165.17-6-15	Final Building Department Int Finished	3/14/2024	Granted and fully completed	East Aurora
2024-070	712 MAIN ST	165.17-6-15	Final Building Department Int Finished	3/14/2024	Granted and fully completed	East Aurora
2023-061	640-650 MAIN ST	165.17-6-39	Final Building Department Int Finished	3/14/2024	Granted and fully completed	East Aurora
2023-095	390 MAIN ST	164.20-3-39	Final Building Department Int Finished	3/14/2024	Granted and fully completed	East Aurora
2023-279	297 OLD GLENWOOD ROAD	199.01-3-30	Final Building Department Int Finished	3/14/2024	Granted and fully completed	East Aurora
2023-095	390 MAIN ST	164.20-3-39	Final Building Department Int Finished	3/14/2024	Granted and fully completed	East Aurora
2023-079	9 TUNBRIDGE WALK	165.69-1-33	Final Building Department Int Finished	3/15/2024	Granted and fully completed	East Aurora
2023-102	128 CENTER ST	175.08-2-40	Final Building Department Int Finished	3/15/2024	Granted and fully completed	East Aurora
2023-408	49 OLEAN ST	176.05-1-31.1	Final Building Department Int Constructive	3/21/2024	Failed	East Aurora
2023-408	49 OLEAN STREET, EAST	176.05-1-31.1	Temporary Certificate of Occ Constructive	3/21/2024	Granted but outstanding matte	East Aurora
2023-044	636 EAST FILLMORE AVE	165.17-1-8	Temporary Certificate of Occ Occupied	3/23/2024	Granted but outstanding matte	East Aurora

Town of Aurora/Village of East Aurora
Building Permits Issued 05/01/2024-05/31/2024

Permit Number	Permit Address - Property ID	Work Category	Owner	Issued Date	Municipality	Permit Fees Total	Construction Cost
2024-422	464 KIMBER RD	164.00-2.5 Residential Build	BRYANT TEST	5/2/2024	Aurora	\$490.00	\$45,000.00
2024-423	2277 EMERY RD	201.00-4.41 Residential Build	JEFF BUCKLEY, JEFF R	5/1/2024	Aurora	\$21.50	\$50,000.00
2024-424	1354 DAVIS RD	199.00-2.45 Accessory structure and b	Mar. Capriello	5/6/2024	Aurora	\$92.50	\$10,000.00
2024-425	1702 CENTER ST	203.00-2.43 Residential Build	Sean O'Connor	5/10/2024	Aurora	\$43.00	\$10,000.00
2024-426	2290 LEWIS RD	202.00-2.38 Residential Build	Alexander Benko	5/17/2024	Aurora	\$27.00	\$50,000.00
2024-427	1290 HULL RD	187.00-2.45 Residential Build	Emily Quilico	5/13/2024	Aurora	\$128.00	\$20,000.00
2024-428	315 KAYBARK RD	185.00-2.45 Residential Build	Gregory Kasper Jr	5/13/2024	Aurora	\$20.00	\$20,000.00
2024-429	202 S. 15th St	182.00-2.45 Commercial Building	Michael McQuinn	5/6/2024	Aurora	\$6,972.00	\$4,000,000.00
2024-430	509 SAYVOR RD	166.00-2.10 Other	Bill Volante, Fred R	5/13/2024	Aurora	\$56.50	\$14,531.00
2024-431	1555 CENTER ST	177.00-4.21 Residential Build	Michael Durfave	5/13/2024	Aurora	\$81.50	\$12,000.00
2024-432	4987 LAPHAM RD	176.00-4.11 Accessory structure and b	WILLIE JOHNSON, LORIE	5/13/2024	Aurora	\$18.50	\$14,000.00
2024-433	1693 SWEET RD	187.00-3.11 Pool	Adam Oakley	5/13/2024	Aurora	\$450.00	\$74,245.00
2024-434	2100 RIDES RD	200.00-4.49 Pool	Ryan Miller	5/13/2024	Aurora	\$364.00	\$69,000.00
2024-435	4709 TRANSIT RD	174.00-2.65 Accessory structure and b	Wayne Villard	5/13/2024	Aurora	\$88.00	\$20,000.00
2024-436	189 DAVIS RD	198.00-4.41 Residential Build	Michael Harrington	5/13/2024	Aurora	\$20.00	\$20,000.00
2024-437	1001 CENTER ST	182.00-2.45 Other	Michael Harrington	5/13/2024	Aurora	\$75.00	\$20,000.00
2024-438	1955 RIDES RD	204.00-4.25 Pool	Angela Griffin	5/13/2024	Aurora	\$100.00	\$10,000.00
2024-439	1955 RIDES RD	204.00-4.25 Accessory structure and b	Angela Griffin	5/15/2024	Aurora	\$495.00	\$50,000.00
2024-440	2292 EMERY RD	204.00-4.38 Accessory structure and b	Greg Simbucke	5/17/2024	Aurora	\$85.00	\$4,000.00
2024-441	1166 HIGHLAND DR	164.32-2.35 Accessory structure and b	ANDREW ESING	5/15/2024	Aurora	\$128.00	\$15,000.00
2024-442	3609 HIGHLAND DR	187.02-4.49 Accessory structure and b	Nicholas Bond	5/13/2024	Aurora	\$68.00	\$7,200.00
2024-443	1122 DAVIS RD	186.00-4.55 Accessory structure and b	Michael Grondin	5/13/2024	Aurora	\$23.50	\$600.00
2024-444	1435 UNDERHILL	200.00-2.27 Other	THOMAS BECKER	5/13/2024	Aurora	\$50.00	\$4,000.00
2024-445	521 DAVIS RD	174.00-2.08 Accessory structure and b	THOMAS BECKER	5/13/2024	Aurora	\$88.00	\$11,000.00
2024-446	1120 CENTER ST	182.00-2.45 Residential Build	CHRISTOPHER S. ALL	5/13/2024	Aurora	\$20.00	\$10,000.00
2024-447	1120 CENTER ST	182.00-2.45 Residential Build	CHRISTOPHER S. ALL	5/13/2024	Aurora	\$113.00	\$10,000.00
2024-448	2097 RIDES RD	208.00-4.61 Pool	FRANKLIN KILMORO J	5/15/2024	Aurora	\$750.00	\$7,500.00
2024-449	1016 HULL RD	187.00-2.4 Other	VALLIAM HAZER	5/16/2024	Aurora	\$55.00	\$500.00
2024-450	1564 DAVIS RD	199.00-2.8 Signs	West Fish Volunteer	5/16/2024	Aurora	\$59.00	\$6,800.00
2024-451	790 OLEAN RD	174.00-4.11 Signs	The Bush Outreach	5/16/2024	Aurora	\$50.00	\$5,200.00
2024-452	128 OLD GLENVIEW	196.00-4.35 Residential Build	Jeri Delonnie	5/28/2024	Aurora	\$73.00	\$10,000.00
2024-453	2200 RIDES RD	200.00-4.49 Accessory structure and b	Ryan Keller	5/28/2024	Aurora	\$110.00	\$10,000.00
2024-454	1705 BAILEY RD	200.00-4.29 Accessory structure and b	James Houston	5/28/2024	Aurora	\$125.00	\$20,000.00
2024-455	187 LOST HILL RD	182.00-2.45 Other	James Houston	5/28/2024	Aurora	\$125.00	\$20,000.00
2024-456	187 LOST HILL RD	182.00-2.45 Residential Build	James Houston	5/28/2024	Aurora	\$125.00	\$20,000.00
2024-457	789 SWEET RD	184.00-4.33 Accessory structure and b	BEADY MC GULFEAK	5/28/2024	Aurora	\$55.00	\$10,000.00
2024-458	789 SWEET RD	184.00-4.33 Accessory structure and b	BEADY MC GULFEAK	5/28/2024	Aurora	\$55.00	\$10,000.00
2024-459	700 DAVIS RD	174.00-2.55 Pool	TONYA SCHREYER	5/24/2024	Aurora	\$172.00	\$66,000.00
2024-460	10 ELLIS DR	199.00-2.46 Residential Build	VALLIAM HEDY	5/28/2024	Aurora	\$100.00	\$0.00
2024-461	1479 HULL RD	187.00-2.20 Accessory structure and b	JOE INGELFINGER	5/29/2024	Aurora	\$55.00	\$0.00
Total Town Fees						\$57,004.20	\$7,850,135.00
2024-460	210 KING ST	176.00-2.22 Other	GREGORY PERRY	5/13/2024	East Aurora	\$69.00	\$20,000.00
2024-461	148 WALKER ST	182.00-2.45 Commercial Building	John Lewis	5/13/2024	East Aurora	\$1,200.00	\$4,100,000.00
2024-462	148 WALKER ST	182.00-2.45 Commercial Building	John Lewis	5/13/2024	East Aurora	\$60.00	\$1,460.00
2024-463	308 PARROTTA LN	165.00-2.69 Residential Build	Patrick Palowski	5/13/2024	East Aurora	\$120.00	\$30,000.00
2024-464	38 SOUTH WILLOW	164.20-2.43 Accessory structure and b	Marilyn Sattonegok	5/13/2024	East Aurora	\$304.00	\$15,000.00
2024-465	49 OLEAN ST	176.00-2.81 Commercial Building	Negan Pikel	5/13/2024	East Aurora	\$2,430.50	\$150,000.00
2024-466	183 WEST PLUME	164.19-5.5 Other	Debra Healy	5/13/2024	East Aurora	\$50.00	\$3,800.00
2024-467	710 MAIN ST	155.17-6.33 Commercial Building	David Kern	5/13/2024	East Aurora	\$50.00	\$3,800.00
2024-468	1000 WILLOW AV	182.00-2.47 Accessory structure and b	James Houston	5/13/2024	East Aurora	\$145.50	\$10,000.00
2024-469	1000 WILLOW AV	182.00-2.47 Accessory structure and b	James Houston	5/13/2024	East Aurora	\$145.50	\$10,000.00
2024-470	200 MAIN ST	164.20-2.37 Accessory structure and b	Robert Bonabate	5/20/2024	East Aurora	\$400.00	\$40,000.00
2024-471	307 MAIN ST	164.20-2.37 Accessory structure and b	Robert Bonabate	5/20/2024	East Aurora	\$46.75	\$4,000.00
2024-472	34 MAPLE RD	164.00-2.30 Other	PHILIP HARMON	5/13/2024	East Aurora	\$53.00	\$4,500.00
2024-473	619 PEBBLES ST	176.00-2.81 Commercial Building	PERSONS PARK LLC	5/13/2024	East Aurora	\$48.75	\$13,000.00
2024-474	300 POCANORES	176.00-4.31 Accessory structure and b	Alfred Fretman, Dai	5/13/2024	East Aurora	\$28.75	\$2,000.00
2024-475	7111 MEADOW	182.00-2.45 Accessory structure and b	James Houston	5/13/2024	East Aurora	\$100.00	\$10,000.00
2024-476	7111 MEADOW	182.00-2.45 Accessory structure and b	James Houston	5/13/2024	East Aurora	\$55.50	\$23,000.00
2024-477	28 OLEAN ST	176.00-2.49 Residential Build	PETER MAYFIELD	5/13/2024	East Aurora	\$129.50	\$7,500.00
2024-478	28 OLEAN ST	176.00-2.49 Residential Build	PETER MAYFIELD	5/13/2024	East Aurora	\$129.50	\$7,500.00
2024-479	548 NORTH ST	164.15-3.14 Other	JOSEPH FERRARA	5/13/2024	East Aurora	\$50.00	\$4,500.00
2024-480	253 SOUTH GREN	176.00-4.40 Residential Build	BARBARA JOHNSON	5/20/2024	East Aurora	\$110.00	\$55,000.00
2024-481	183 HULL RD	182.00-2.45 Residential Build	Barbara Johnson	5/20/2024	East Aurora	\$110.00	\$55,000.00
2024-482	183 HULL RD	182.00-2.45 Residential Build	Barbara Johnson	5/20/2024	East Aurora	\$110.00	\$55,000.00
2024-483	183 HULL RD	182.00-2.45 Residential Build	Barbara Johnson	5/20/2024	East Aurora	\$110.00	\$55,000.00
2024-484	183 HULL RD	182.00-2.45 Residential Build	Barbara Johnson	5/20/2024	East Aurora	\$110.00	\$55,000.00
2024-485	183 HULL RD	182.00-2.45 Residential Build	Barbara Johnson	5/20/2024	East Aurora	\$110.00	\$55,000.00
2024-486	183 HULL RD	182.00-2.45 Residential Build	Barbara Johnson	5/20/2024	East Aurora	\$110.00	\$55,000.00
2024-487	183 HULL RD	182.00-2.45 Residential Build	Barbara Johnson	5/20/2024	East Aurora	\$110.00	\$55,000.00
2024-488	183 HULL RD	182.00-2.45 Residential Build	Barbara Johnson	5/20/2024	East Aurora	\$110.00	\$55,000.00
2024-489	183 HULL RD	182.00-2.45 Residential Build	Barbara Johnson	5/20/2024	East Aurora	\$110.00	\$55,000.00
2024-490	183 HULL RD	182.00-2.45 Residential Build	Barbara Johnson	5/20/2024	East Aurora	\$110.00	\$55,000.00
Total Village Fees						\$7,297.75	\$28,000.00
Total Fees						\$64,301.95	\$1,477,480.00

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TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION
DIRECTOR'S REPORT
MONTH OF: MAY 2024

ADMINISTRATIVE:

Reports:

- We have 16,197 members registered in our recreation system.
- We had 268 activity registrations.
 - 182 total registrants (72% residents, 28% non-residents)
- We generated \$23,631 in sales.
- Credit card purchases totaled 80% (88% on-line, 12% office)
 - 2023 to 2024 comparison:
 - Total sales from 1/1/2023 – 5/31/2023 \$132,854
 - Total sales from 1/1/2024 – 5/31/2024 \$168,806

Our summer season is closing in fast. Like always, Hamlin Park Day Camp and swim lessons fill fast! We have a few lingering spots open for our new day camp out at J.P. Nicely. We are looking forward to another great summer with our staff and participants!

Staff training, recertification, and orientations have been scheduled. Orientation for the Community Pool is scheduled for the June 1st, opening day. Chris will also be training Meaghan and the other day camp counselors in CPR/AED and First Aid for Professional Rescuers. Meaghan will be training all other park staff in CPR/AED and First Aid soon.

EAST started up its spring session with a solid base of 10 & Under swimmers. We will be competing in long course pools this season which are twice as long as our community pool. This is exciting for our athletes because it will be the same style pools the Olympians compete in! We are also hosting an impromptu Olympic Trials watch party at the Community Pool on 6/21.

Submitted by: Chris Musshafen, Director of Recreation and Aquatics