

WS-1

5A

**WEST FALLS ADVISORY COMMITTEE
BYLAWS
JUNE 20, 2022**

I. NAME:

This committee is to be known as the “West Falls Advisory Committee.”

II. MISSION STATEMENT:

The mission of the West Falls Advisory Committee is to expand opportunities for West Falls residents to collaborate with Aurora town officials and provide recommendations to the Town Board regarding issues pertaining to the West Falls region of the Town of Aurora.

III. DEFINITIONS:

A. The term “West Falls region,” as used in these bylaws, means the southwest portion of the Town of Aurora encompassing the historic hamlets of West Falls, Jewettville, and Griffins Mills. The approximate borders of such geographic region shall be as follows:

- i. Northern border: Ellicott Road
- ii. Southern border: Aurora-Colden town line
- iii. Western border: Aurora-Orchard Park town line
- iv. Eastern border: Grover Road

IV. MEMBERSHIP:

A. Committee Members:

The committee is to consist of five Committee Members appointed by the Aurora Town Board to a five-year term, with one member’s term expiring annually. Committee Members must reside within the Town of Aurora and the West Falls region. One member, selected by the five members, will be the Chairperson. One member, selected by the five members, will be the vice-chairperson. One member, selected by the five members, will be the Secretary. Three members are required to constitute a quorum.

Member 1 (term expires 12/31/2023)

Member 2 (term expires 12/31/2024)

Member 3 (term expires 12/31/2025)

Member 4 (term expires 12/31/2026)

Member 5 (term expires 12/31/2027)

B. Alternate Members:

The Aurora Town Board shall annually appoint two Alternate Members to a one-year term. Alternate Members must reside within the Town of Aurora and the West Falls region. Alternate Members are authorized to attend meetings but may only vote if a Committee Member is absent.

Alternate Member 1 (term expires 12/31/2023)

Alternate Member 2 (term expires 12/31/2023)

C. Town Board Liaison:

One member of the Aurora Town Board will be designated as the liaison to the West Falls Advisory Committee.

D. General Members:

Membership is not required to attend meetings of the West Falls Advisory Committee because the meetings shall be open to the public. However, any member of the public interested in the West Falls region and would like to receive regular email updates regarding the committee meetings may join as a General Member.

E. Duties of Members:

i. The Chairperson shall:

1. Call regular meetings;
2. Create meeting agenda;
3. Distribute agenda and draft minutes of the previous meeting electronically to all committee members and general members on the mailing list no less than seven days before each scheduled meeting;
4. Preside over meetings or designate the person to preside; and
5. Provide reports to the Aurora Town Board after each meeting.

ii. The Vice-Chairperson shall:

1. Preside over meetings in the event the Chairperson is absent.

iii. The Secretary shall:

1. Take accurate minutes and attendance records of each committee meeting;
2. Submit draft of minutes to committee Chairperson no less than ten days before each scheduled meeting;
3. Provide committee members with approved minutes.

V. MEETINGS:

The West Falls Advisory Committee generally will meet on the third Monday of every even-numbered month at 7:00 P.M. at the West Falls Fire Hall, unless the Committee agrees otherwise. Meetings should be scheduled to not conflict with meetings of the Aurora Town Board.

Mark Mozrell
MMozrell@icschools.org

WS-2 5B

Application # _____

Application	_____
Permit	\$15 _____
Security Deposit	\$200 _____
Per Day Event	\$200 _____
Additional Services	TBD _____

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 60 DAYS IN ADVANCE OF EVENT/USE.

1. Name of organization: Immaculate Conception school
2. Individual responsible for this request: Mark Mozrell AD
3. Address: 510 Oakwood Ave
4. Telephone number: 716 652 5855
5. Fax: _____
6. Email: MMozrell@icschools.org
7. Date(s) of event: 8/30-10/28 T/F evenings 6-7:30
8. Hours of use including set up/take down: Start 6 End 7:30
9. Description of the event or use:
Soccer practices for school teams August 30-October 28
Tues / Friday Evenings
10. Specific area(s) request. Please attach a map of the area.
 - a. Soccer fields X
 - b. Polo Field _____
 - c. Equestrian Park _____
 - d. Other _____
 - i. Describe _____

11. Specific equipment to be brought into the park (porta-johns, tents, etc.)

None

12. Needs: Water _____ Electric _____

13. Estimated attendance: 65

a. Will participants be crossing Knox Road? N

b. Will participants be attending via bus? N

PLEASE NOTE: Based on the estimated attendance of the event, a meeting with the Town Supervisor, Dir. of Recreation and Aquatics, the Highway Supervisor, 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: None

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.? NO

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 of Applicant

7/17/2022

Date

Official Use Only

Event: _____

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
- _____ Other

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



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

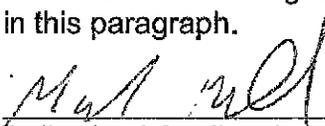
TOWN OF AURORA

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

Indemnification Agreement

Neil and Barb Chur Equestrian Park, Soccer Field and/or Polo Field

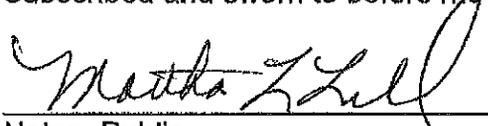
To the fullest extent permitted by law, I/We shall indemnify and hold harmless the Town of Aurora and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of our work under this contract, provided 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
MARK F. MOZRALL

State of New York)
County of Erie)

Subscribed and sworn to before me this 19 day of July, 2022



Notary Public

Qualified in Erie County, New York
My commission expires: 5/31/2026

MARTHA L. LIBROCK
Notary Public, State of New York
No. 01LI6028312
Qualified in Erie County
My Commission Expires May 31, 2026

WS-3 50

TOWN OF AURORA

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

MEMO

TO: Supervisor Bach and Town Board Members
FROM: Elizabeth Cassidy, Code Enforcement Officer
DATE: July 21, 2022

Attached are three quotes for replacing our building department software system. I respectfully request approval to purchase Cloudpermit software program for our office operations. We have investigated each program through demos and find that Cloudpermit meets the needs for department operations. The quote is for 5 years. 2021 will be prorated through the remainder of the year and the implementation cost is due when implementation is complete.

Also attached is a comparison of the current fee schedule, adopted in April 2017, to the proposed fee schedule. One change from last version to this is instead of SEQRA review fees, I've added site plan fees. Jen Calkins has also generated a spreadsheet that shows what the difference in fees if the proposed fees were implemented in 2019.

Thank you
Liz Cassidy

Example fee totals with revised fees for most common permits over the last 3 years

2019

Permit Type	Original Fee Total Amount	# of permits	square feet	revised fee (per sq. ft.)	application fee	revised total	difference	
One, Two & Multi Family	\$ 58,776.48	52	159458	\$ 0.50	\$ 75.00	\$ 83,629.00	\$ 24,852.52	(with Aurora Mills)
	\$ 39,878.48	23	86020	\$ 0.50	\$ 75.00	\$ 44,735.00	\$ 4,856.52	(less Aurora Mills)
Addition/Renovation	\$ 18,782.62	102	62340	\$ 0.50	\$ 60.00	\$ 37,290.00	\$ 18,507.38	(Addition and Reno COMBINED)
Accessory Bldg/Structure	\$ 13,762.10	124	62766	\$ 0.25	\$ 40.00	\$ 20,651.50	\$ 6,889.40	
Generator	\$ 2,400.00	48		\$ 75.00	\$ -	\$ 3,600.00	\$ 1,200.00	
Inground pool	\$ 1,100.00	11		\$ 150.00	\$ -	\$ 1,650.00	\$ 550.00	
Above ground pool	\$ 350.00	7		\$ 75.00	\$ -	\$ 525.00	\$ 175.00	
Pool renewal	\$ -	1		\$ 100.00	\$ -	\$ 100.00	\$ 100.00	

original fee total: \$ 76,273.20 total if used new fees: \$ 108,551.50 **\$ 32,278.30** (difference less Aurora Mills)

*does not include \$200 Park/Rec fee

2020

Permit Type	Original Fee Total Amount	# of permits	square feet	revised fee (per sq. ft.)	application fee	revised total	difference	
One, Two & Multi Family	\$ 45,074.90	35	123969	\$ 0.50	\$ 75.00	\$ 64,609.50	\$ 19,534.60	(with Aurora Mills)
	\$ 28,229.75	20	78285	\$ 0.50	\$ 75.00	\$ 40,642.50	\$ 12,412.75	(less Aurora Mills)
Addition/Renovation	\$ 20,719.55	85	50882	\$ 0.50	\$ 60.00	\$ 30,541.00	\$ 9,821.45	(Addition and Reno COMBINED)
Accessory Bldg/Structure	\$ 18,053.39	152	83334	\$ 0.25	\$ 40.00	\$ 26,913.50	\$ 8,860.11	
Generator	\$ 2,050.00	41		\$ 75.00	\$ -	\$ 3,075.00	\$ 1,025.00	
Inground pool	\$ 2,200.00	22		\$ 150.00	\$ -	\$ 3,300.00	\$ 1,100.00	
Above ground pool	\$ 400.00	8		\$ 75.00	\$ -	\$ 600.00	\$ 200.00	
Pool renewal				\$ 100.00	\$ -	\$ -	\$ -	

original fee total: \$ 71,652.69 total if used new fees: \$ 105,072.00 **\$ 33,419.31** (difference less Aurora Mills)

*does not include \$200 Park/Rec fee

2021

Permit Type	Original Fee Total Amount	# of permits	square feet	revised fee (per sq. ft.)	application fee	revised total	difference	
One, Two & Multi Family	\$ 50,137.95	46	131794	\$ 0.50	\$ 75.00	\$ 69,347.00	\$ 19,209.05	(with Aurora Mills)
	\$ 22,248.30	19	61138	\$ 0.50	\$ 75.00	\$ 31,994.00	\$ 9,745.70	(less Aurora Mills)
Addition/Renovation	\$ 29,504.80	77	68490	\$ 0.50	\$ 60.00	\$ 34,245.00	\$ 4,740.20	(Addition and Reno COMBINED)
Accessory Bldg/Structure	\$ 12,491.25	113	49621	\$ 0.25	\$ 40.00	\$ 16,925.25	\$ 4,434.00	
Generator	\$ 2,500.00	50		\$ 75.00	\$ -	\$ 3,750.00	\$ 1,250.00	
Inground pool	\$ 1,700.00	17		\$ 150.00	\$ -	\$ 2,550.00	\$ 850.00	
Above ground pool	\$ 900.00	18		\$ 75.00	\$ -	\$ 1,350.00	\$ 450.00	
Pool renewal		9		\$ 100.00	\$ -	\$ 900.00	\$ 900.00	

original fee total: \$ 69,344.35 total if used new fees: \$ 91,714.25 **\$ 22,369.90** (difference less Aurora Mills)

*does not include \$200 Park/Rec fee

ORIGINAL/Current

Permit Type	Permit fee
One, Two & Multi-Family Residence (R)	\$50 application fee + \$.35/sqft
Park/Recreation Fee	\$200
Commercial (C)	\$100 app fee + \$.35/sqft
Commercial/Residential Addition	\$50 app fee + \$50 first 100 sqft + \$.35/sqft above
Alteration/Renovation/Repair (C/R)	\$50 app fee + \$50 first 200 sqft + \$.35/sqft above
Accessory Building/Structure	\$35 app fee + \$.15/sqft
Antique Car	\$50
CO without Permit	\$40
Demolition (over 500 sqft)	\$50
Fence	\$50
Fuel Tank	\$50
Generator	\$50
Move Building	\$50
Ponds	\$25
Pools	\$100 In-ground \$50 Above ground
Renewal	1/2 original fee \$60 permanent \$25 temporary
Signs	\$50 app fee + \$.10/sqft of panel
Solar Energy System	\$50
Solid Fuel Appliance	\$20
Special Use Permit	\$50
Tower/Antenna	\$100
Zoning Board of Appeals	\$40
Zoning Compliance Letter	1 year: 1/2 original permit fee 3 months: \$25 app fee + 1/4 original permit fee
Construction w/out Permit	Double permit fee
Chickens & Kennel	\$10

RED=Change

REVISED

Permit Type	Application Fee	Permit fee
One, Two & Multi-Family Residence (R)	\$75	\$50/sqft
Park/Recreation Fee	\$200	
Commercial (C)	\$100	\$50/sqft
Commercial/Residential Addition	\$60	\$50/sqft (\$50 minimum)
Alteration/Renovation/Repair (C/R)	\$60	\$50/sqft (\$50 minimum)
Accessory Building/Structure	\$40	\$25/sqft
Antique Car	\$50	
CO without Permit/Business CO	\$50	
Demolition (over 500 sqft)	\$50	
Fence	\$50	
Fuel Tank installation	\$100 up to 250lb tanks; additional .10/lb above	
Fuel Tank removal	\$100	
Generator	\$75	
Move Building	\$50	
Ponds	\$50	
Pools	\$150 In-ground \$75 Above ground	
Renewal	\$100	
Signs	\$60 permanent \$25 temporary	
Solar Energy System	\$50 app fee + \$.10/sqft of panel	
Solid Fuel Appliance	\$50	
Tower	\$150 Co-location/New equipment or antenna New Tower- \$1,000 plus additional review fees as determined by Town Eng firm	
Zoning Board of Appeals	\$100	
Zoning Compliance Letter	\$50	
Re-Issue Expired Permits	1 year: 1/2 original permit fee 3 months: \$25 app fee + 1/4 original permit fee	
Construction w/out Permit	Double permit fee	
Chickens & Kennel	\$25	
SWPPP	0-5Ac \$150 5-10 AC \$250 10+ Ac \$350 plus additional fees as required by Town Eng Firm	
Floodplain Dev Permit Fees		\$125
Site Plan Fees, based on number of improved acres*	0-1Ac	\$250
*Additional professional services utilized by the Town during the review process shall be borne by the applicant		
	1.0-5Ac	\$500
	5.01-10Ac	\$1,000
	>10Ac	\$1,500

WS-4 5D

TOWN OF AURORA

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

5E

MEMO

TO: Supervisor Bach and Town Board Members
FROM: Elizabeth Cassidy, Code Enforcement Officer
DATE: July 21, 2022

Attached are three quotes for replacing our building department software system. I respectfully request approval to purchase Cloudpermit software program for our office operations. We have investigated each program through demos and find that Cloudpermit meets the needs for department operations. The quote is for 5 years. 2021 will be prorated through the remainder of the year and the implementation cost is due when implementation is complete.

Also attached is a comparison of the current fee schedule, adopted in April 2017, to the proposed fee schedule. One change from last version to this is instead of SEQRA review fees, I've added site plan fees. Jen Calkins has also generated a spreadsheet that shows what the difference in fees if the proposed fees were implemented in 2019.

Thank you
Liz Cassidy



Order Form

Cloudpermit

11911 Freedom Drive, Ste. 720
Reston, Virginia 20190
United States

Order #: Q-00449-3
Customer #: CUST-0001718
Date: 2022-06-16, 9:27 a.m.
Sales Person: Peter Rotenberg
Sales Person Email: peter.rotenberg@cloudpermit.com
Delivery Method: E-Mail

Ship To

Jennifer Calkins
Town of Aurora
Building Department Clerk
575 Oakwood Ave.
East Aurora, New York 14052
United States
716-652-7591
building@townofaurora.com

Bill To

Town of Aurora
Building Department Clerk
575 Oakwood Ave.
East Aurora, New York 14052
United States

Subscription

ITEM	DESCRIPTION	TOTAL
Building	Cloudpermit Building Module	USD 11,000
Code Enforcement	Code Enforcement Module	USD 2,000
Planning	Planning Module	USD 3,000
Subscription Total:		USD 16,000

Service

ITEM	DESCRIPTION	TOTAL
Implementation	Implementation Fee	USD 6,000
Service Total:		USD 6,000

TOTAL: **USD 22,000**

Terms and Conditions

Term: 5 years, billable annually
Invoicing: Validity of the this quote: June 30, 2022.
Subscription invoice to be sent after contract is signed and then annually.
Invoice for Implementation Fee to be sent after Go Live Milestone (M2) is approved.
Cloudpermit will pro-rate the initial invoice against the Calendar year. Invoicing will start the sooner of, October 1, 2022, or, the Client indicating they are ready to begin implementation activities.
Payment Term: Net 30 days from Invoice Date
Subscription Start Date: Date of contract signature

All stated prices are exclusive of any taxes.

Customer Name: _____
By: _____
Printed Name of Person Signing: _____
Title: _____
Date: _____
Accounts Payable Email: _____

By signing here, the Customer agrees to this Order Form, the Software Service Agreement and any other appendices and documentation expressly referenced in this Order Form, the Software Service Agreement and/or any amendments (together the "Agreement").
The individual signing this Agreement represents and warrants that he or she has the right and authority to bind the Customer.

Brighly
Jennifer Calkins

From: Mike Saplenza <mike@govpilot.com>
Sent: Wednesday, March 16, 2022 6:25 PM
To: Jennifer Calkins; Elizabeth Cassidy
Subject: RE: demo follow up

Hi everyone,

Thanks again for the time today. I have assembled some prellm pricing for you and based upon our discussions, just health inspection & complaint modules would probably keep you in the Essentials package. Adding construction permitting and the other processes there (code, CCO's Fire prevention, would move you to the professional or slightly above. But this gives you a decent idea of that and expanding other departments:

Essentials:	5 modules	\$20,000.00 (annual)
Professional:	10 modules	\$36,000.00 ←
Enterprise:	20 modules	\$60,000.00
Unlimited;	125+ modules	\$86,000.00

That will be inclusive of but not limited to:

A fully unified cloud-based system accessible from anywhere. No on premises or device software installed.

All onboarding / configuration of the modules to your specific needs.

All online forms and credit card payment integration (with any of the 12 we integrate with) at no cost.

All training prior to deployment and any addition training after (new / reassigned staff, etc)

*All data migration from current software, electronic storage (your current storage provider) *(Would need to evaluate sample to provide any costs)*

Unlimited user licenses for all town employees, elected officials and any vital 3rd party vendors (inspection services, engineers, etc)

Unlimited "live" support via our on-screen chat button Mon-Fri 9-5 pm

You own the data

Dedicated account manager

Weekly engagement reporting (to see who is using system & when)

GIS Mapping

Tax assessment data, refreshed weekly

Phone applications for report a concern (complaints) and inspections if laptop or tablets are not available. All ties thru cloud with direct, immediate updates to system.



PREPARED FOR

Town Of Aurora ("Subscriber")

Jennifer Calkins

5 S Grove Street
East Aurora, NY 14052

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 400

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

March 22, 2022



Q-293620

This SOW has been defined to leverage Brightly's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the Brightly team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Service Term: 60 months (07/01/2022 - 06/30/2027)

Services			
Services Invoice - Year 1			
Item	Start Date	End Date	Investment
SmartGov - Enterprise	7/1/2022	6/30/2023	12,542.15 USD
SmartGov Connector Merchant	7/1/2022	6/30/2023	696.97 USD
		Subscription	13,239.12 USD

Year 1 Total:

The Services Invoice for Year 1 will be issued upon acceptance of the Order Form. Subsequent Services Invoices will be sent annually.

*3 months included at no charge on the first invoice.

Professional Services	
SmartGov Custom Implementation	0.00 USD
SmartGov Training - Basic	2,752.15 USD
Workflow template customization (package of 10)	16,625.00 USD
Fees Configuration (Pages)	2,522.25 USD
General Config	2,375.00 USD
Map Connector Configuration	1,187.50 USD
Professional Services Year 1 Total:	35,286.80 USD



Parcel Connector Configuration	2,968.75 USD
Portal Configuration	1,187.50 USD
Project Management	4,243.65 USD
Existing Merchant Connector Configuration	1,425.00 USD
Professional Services Year 1 Total:	35,286.80 USD
Total Year 1 Services & Professional Services	48,525.92 USD

The above level of effort and associated pricing is based on the SMARTGOV package selected by Town Of Aurora and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via Company Change Control Authorization ("CCA") process.



Q-293620

Remaining Services Invoices

Year 2	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2023	17,224.56 USD
SmartGov Connector Merchant	7/1/2023	957.21 USD
Total:		18,181.77 USD
Year 3	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2024	17,741.29 USD
SmartGov Connector Merchant	7/1/2024	985.94 USD
Total:		18,727.22 USD
Year 4	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2025	18,273.53 USD
SmartGov Connector Merchant	7/1/2025	1,015.50 USD
Total:		19,289.03 USD
Year 5	Annual period beginning	Investment
SmartGov - Enterprise	7/1/2026	18,821.74 USD
SmartGov Connector Merchant	7/1/2026	1,045.97 USD
Total:		19,867.71 USD

\$8,500/yr.

\$5,500 setup cost
iWorQ

iWorQ Price Proposal

Town of Aurora	Population- 13943
575 Oakwood Avenue East Aurora, New York 1405	Prepared by: Adrian Stewart

Annual Subscription Fees

Application(s) and Service(s)	Package Price	Billing
Community Development (Basic) *Permit Management *Code Enforcement Quarterly upload of parcel information to iWorQ's GIS Map Track contractors, inspections, property information Track code violations, fees, and activities Configurable reporting Unlimited access to iWorQ's template library 3 custom letters Premium Data (25MB Uploads & 100GB Storage)	\$8,500	Annual
Subscription Fee Total (This amount will be invoiced each year)	\$8,500	Annual

NO
PLANNING
OR
ZONING
NEEDS

One-Time Setup, GIS integration, and Data Conversion Fees

Service(s)	Full Price Cost	Package Price	Billing
Implementation and Setup cost year 1	\$6,000	\$5,500	Year One
Up to 5 hours of GIS integration and data conversion	\$1,000	Included	Year One
Data Conversion	\$4,900	Included	Year One
One-Time Setup Total (This amount will be added year 1)	\$11,900	\$5,500	Year One
Grand Total Due Year 1	\$20,400	\$14,000	Year One



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



5E

townclerk@townofaurora.com

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

MEMO

TO: Aurora Town Board
FROM: Kathleen Moffat
RE: Budget Amendment: Building Department Software
DATE: 7/25/22

Upon approval of the Building Department Software purchase, I respectfully request approval to amend the budget to transfer funds from Contingency, which currently has a balance of \$30,949. The amendment is as follows:

- Decrease A 1990 Contingent Account by \$14,277
- Increase appropriation line A 1680.401 Central Data Processing by \$14,277

Elizabeth Cassidy

From: Peter Rotenberg <peter.rotenberg@cloudpermit.com>
Sent: Thursday, July 21, 2022 2:41 PM
To: Elizabeth Cassidy
Subject: Re: Schedule call

Yup, sorry was on calls all day. Just ran the calculation with finance, the pro-rated amount for the software will be:

\$8,276.71 USD + Applicable taxes for the 159 remaining days in the calendar year.

Does this suffice?

N/A

Thanks!

Peter Rotenberg
Director of Sales

647.461.2586
Peter.Rotenberg@cloudpermit.com
cloudpermit.com

8276.71
+ 6000.00

14,276.71



WS-5 5F

ERIE COUNTY LEGISLATURE
REPUBLICAN CAUCUS

Congratulations on being awarded funding by the Erie County Legislature!

sponsored by:

Legislator Joseph C. Lorigo

The Town of Aurora is being awarded:

\$10,000

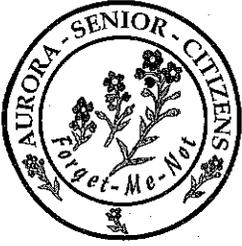
For the purpose of: *East Aurora Senior Center program funding.*

In order for the County of Erie to issue your organization a check for the amount awarded, a funding contract must be executed. Enclosed are two copies of your funding contract. You must sign both copies of the funding contract and return them to the Erie County Legislature with the following documents attached:

- **Certificate of Liability Insurance**
 - Must be the ACORD form 25
 - Erie County must be listed as “Additional Insured” as follows:
 - County of Erie, 95 Franklin Street, Buffalo, NY 14202
- **New York State Certificate of Worker’s Compensation Insurance**
 - Erie County must be listed as “Certificate Holder” as follows:
 - County of Erie, 95 Franklin Street, Buffalo, NY 14202
 - If your organization does not have any paid employees, you may submit a Certificate of Attestation of Exemption for Worker’s Compensation.
 - (N.Y.S. Form CE-200)
 - Additionally, you may submit Worker’s Disability Certificate (N.Y.S. Form DB-120.1) with Erie County listed as certificate holder.

Note: For insurance certificates, please use the exact title “County of Erie” as the additional insured. Failure to do so will require your insurer to issue a new certificate and will delay your payment.

- **Scope of Work**
 - Please prepare and attach a document explaining how the awarded funds will be utilized for your specific project, program or event.
 - County funds cannot be used to offset an accounts receivable.
 - No County funds can be used for a service or activity performed outside of Erie County.
- **Invoice**
 - Please prepare an invoice payable by the County of Erie for the amount of your grant award dated the same date you sign your contract.
 - Return two official copies of the invoice with your signed contracts.
- **Equal Pay Certification**



TOWN OF AURORA SENIOR CENTER

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

MEMO

TO: SUPERVISOR JAMES BACH & TOWN BOARD MEMBERS

FROM: DONNA BODEKOR, SENIOR CITIZEN RECREATION LEADER

DATE: July 20, 2022

I am so pleased the Erie County Legislature has awarded the Senior Center funding in the amount of \$10,000. First, we are looking to replace broken equipment in the dining room. The current tables are 20 years old and in much need of replacement. Second is a new sound system which is badly needed also. Our current podium and system are unreliable and difficult to move around the building.

CONTRACT

THIS CONTRACT, made as of the 1st day of January, 2022, effective through December 31, 2022, by and between **THE COUNTY OF ERIE**, a municipal corporation of the State of New York, having its principal place of business at 95 Franklin Street, in the City of Buffalo, New York, 14202 (the "County"), and **The Town of Aurora** (the "Organization"), a not-for-profit corporation, having its principal place of business at **575 Oakwood Avenue, East Aurora, NY 14052**.

WITNESSETH:

WHEREAS, the County, pursuant to the authority granted to it by Sections 224 and 225 of the County Law and Local Law No. 3-2002, has appropriated funds in the County's 2021 Budget for the purpose of making a conditional grant to the Organization; and

WHEREAS, the County and Organization wish to more specifically define the terms and conditions related to the payment of said conditional grant to the Organization by the County and the obligations of the Organization upon receipt of said conditional grant.

NOW, THEREFORE, IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES:

1. The Organization agrees to provide public benefit services for and within Erie County as specified in the Scope of Work which is attached hereto and incorporated herein as **Exhibit A** ("Scope of Work"). No funds granted under this Contract shall be applied to any purposes other than those described in paragraph 22 below.
2. In support of such public benefit services, the County agrees to pay to the Organization, subject to the terms and conditions enumerated herein, an amount not to exceed **ten thousand dollars (\$10,000)**, within 30 days of the execution of this Contract.

Payments shall be made on one invoice submitted by the Organization to the Erie County Legislature (the "Department") and approved by the Department. The Department will approve payment once it has received the invoices and signed attestation regarding the Organization's financial documentation as described in **Exhibit B** as "Additional Understandings". The invoice should be dated the same date as the Contract signed by the Organization.

3. This Contract shall be deemed executory only to the extent of funds available as determined by the Budget Director and appropriated by the County for the performance of the terms hereof, and no liability on account thereof shall be incurred by the County beyond such funds. Funds provided pursuant to this Contract shall not be used for any purpose prohibited by law.

This Contract is also subject to further financial analysis of (1) the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Contract; and (2) the impact of any federal government budgetary actions, including but not limited to the "sequestration" process. The County shall retain the right, upon the occurrence of any release by

the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and following certain congressional budgetary actions and adjustments through sequestration or related legislative actions, and for a reasonable period after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget or sequestration on County finances. After such analysis, the County shall retain the right to either terminate this Contract or to change the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Organization, then the Organization shall have the right to terminate this Contract upon reasonable prior written notice.

4. Notwithstanding any contrary provision of this Contract, or any provision of the County's current budget, the County Executive may reduce the total amount of funds in this Contract, and not yet paid to the Organization, upon ten (10) days written notice.

5. The Organization shall maintain complete, accurate and current records of all financial transactions relating to its operation and the services performed pursuant to this Contract. During the term of this Contract and at any time within six (6) years thereafter, the Organization shall make such records available, upon request, to the County for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization, its offices and facilities, for the purpose of verifying information supplied to the County or for any other purpose reasonably related to monitoring the services to be performed by the Organization pursuant to this Contract.

6. The Organization agrees to furnish to the County any management letter, if issued and independent auditor's report and related financial statements and notes made for it or for other agencies and available to it, which reflects the receipt and use of funds paid to it hereunder, within thirty (30) days after receipt of the request.

7. The Organization also agrees to make available to the County for inspection at reasonable times and places, its current membership and Board of Trustees/Directors lists, financial reports, and minutes of its last annual meeting, Board of Directors or Trustees meetings, and such other minutes as may be pertinent to the operation of such Organization in the public interest. No such membership list shall be published or be made available for any commercial use.

8. To the extent that the funds provided by this Contract are for specific activities or services, the Organization agrees to furnish verified accounts of its disbursements hereunder, together with certified or verified invoices thereto attached, at such times as the County may determine, in such form and detail as may be required by the County, and a final account within one hundred twenty (120) days after the close of the Organization's fiscal year.

9. The County may, at its option, audit such books and records of the Organization as are reasonably pertinent to this Contract to substantiate the basis for payment. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Contract. Any expenditure determined by audit to be inconsistent with this contract may be disallowed by the County and shall be subject to refund by the Organization to the County.

10. a. The Organization agrees to refund to the County any unused amount of monies paid to it hereunder, that is, any amount of said moneys encumbered by any current operating expenses, it being understood that in the event the unencumbered revenue of the Organization exceeds its expenses for the Organization's fiscal year, the Organization shall refund to the County within ninety (90) days of the Organization's audit report that part of the surplus which bears the same ratio to the total surplus as the amount actually paid to the Organization by the County bears to the total revenue of the Organization.

b. In determining whether a surplus is accrued by the Organization during the fiscal year, pursuant to subdivision "a" of this paragraph, all revenue of the Organization, not expressly restricted to a particular purpose by the grantor of the revenue, shall be deemed "operating revenue". All encumbered expenses of the Organization, other than those paid from funds specifically restricted to a particular purpose by a grantor, or paid from a segregated capital fund, shall be deemed "operating expense". The Organization shall be deemed to have a surplus if operating revenue exceeds expenses before any transfer of operating revenue into capital, endowment or other restricted funds or accounts.

c. Upon showing in writing to the Budget Director of the County that such a refund would cause extreme hardship to the Organization owing to unforeseen or unanticipated circumstances, the Budget Director may, subject to approval by the Erie County Legislature, authorize the Organization to retain all or part of any funds which the Organization would otherwise be required to refund to the County under this paragraph if the Legislature determines that such retention is consistent with the purpose and intent of this agreement, as applicable. Such authorized retained funds shall be used only for the purposes authorized under this Contract, but may be expended in the calendar year subsequent to this Contract.

11. The Organization agrees to perform the public benefit services which are the object of this Contract as an Independent Contractor and neither it nor any of its employees, members, directors, agents, or representatives shall be or hold themselves out to be employees, officers, agents or representatives of the County.

12. The Organization shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations. The Organization shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subconsultants and others employed to render the services hereunder.

13. The Organization shall be fully accountable for its performance under this Contract and it and its officers agree to answer under oath all questions relative to the performance hereof, and to any transaction, act or omission, had, done or omitted in connection herewith if called before any judicial, county, state or federal agency empowered to investigate this Contract or its performance.

14. The Organization shall not delegate any duties or assign any of its rights under this Contract without the prior express written consent of the County. The Organization shall not subcontract any part of the services without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of services under this Contract without the prior express written consent of the County is void. All

subcontracts that have received such prior written consent shall provide that subcontracts are subject to all terms and conditions set forth in this Contract. It is recognized and understood by the Organization that for the purposes of this Contract, all services performed on an approved subcontract shall be deemed services performed by the Organization and the Organization shall insure that such subcontracted service is subject to the material terms and conditions of this Contract.

15. The Organization shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Organization or third parties under the direction or control of the Organization; and to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Contract and to bear all other costs and expenses related thereto.

16. During the term of this Contract, the Organization agrees to procure and maintain insurance coverage naming the County as additional insured: Commercial General Liability with a minimum combined single limit of bodily injury and property damage of \$1,000,000 per occurrence and general aggregate of \$1,000,000. The Organization shall provide a Certificate of Insurance as evidence of such coverage(s) on the County of Erie Standard Insurance Certificate or its equivalent.

In the event that the Organization utilizes vehicles, whether owned, leased, hired/borrowed or non-owned, in the performance of the services provided pursuant to this Contract, the Organization agrees to procure and maintain insurance coverage.

The Organization shall further provide evidence of workers compensation insurance on NYS Form C105.2 or U26.3 obtained from insurer. If there are no paid employees of the Organization, the Organization shall provide a "Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Insurance Coverage" (Form CE-200) which can be obtained at the State Worker's Compensation Board website: www.wcb.ny.gov.

Attached hereto and incorporated herein as **Exhibit C** are copies of the Organization's Certificates of Insurance evidencing the aforementioned coverage.

17. The County and the Organization and their respective employees are not and shall not be considered as joint venturers, employees, partners or agents of each other and neither shall have the power to bind or obligate the other except as set forth in this Contract. There shall be no liability on the part of the County or Organization to any person for any debts incurred by the other.

18. In the event of a breach or default by the Organization of any of the terms and conditions of this Contract, the County may terminate this Contract on ten (10) days written notice to the Organization and request such other remedy as may be reasonable and appropriate in view of the circumstances of such breach or default, including but not limited to, reimbursement to the County by the Organization of all or part of the funds granted to the Organization under this Contract.

19. The Organization shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto as **Exhibit D** and made a part hereof. The Organization shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Organization its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Organization is not qualified to participate in future County contracts.

20. The Organization agrees to comply with the terms, if any, of the resolution of the County Budget, and implementing resolutions appropriating funds for this Contract.

21. The Organization agrees to acknowledge in any and all promotional material the fact that the Organization receives financial support from the County, including, but not limited to the Organization's website, marketing materials and/or other publications.

22. Except as specifically provided otherwise in this Contract, the use of County funds shall be limited to current operating expenses including salaries, program costs, fringe benefits, rents, utilities, office supplies and equipment. No County funds shall be used for or applied toward any capital project or improvement, nor as a set-off against accounts receivable. No funds received under this Contract shall be used for any service provided or activity performed outside Erie County.

23. Erie County strongly encourages all not-for-profit agencies that Contract with the County of Erie to participate in the community service component of the County's Welfare to Work Initiative. This program places qualified public assistance recipients in community service placements. Clients participating in this component must work in their respective community assignments as a condition for receipt of welfare benefits. An agency representative should contact the Director of Employment and Training Program, Erie County Department of Social Services, for additional information regarding this program.

24. This Contract and its attachments constitute the entire Contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

In the event of any conflict between the terms of this Contract and the terms of any schedule or attachment hereto, it is understood that the terms of this Contract shall be controlling with respect to any interpretation of the meaning and intent of the parties.

25. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Contract, except in the event that specific third party rights are expressly granted herein.

26. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Contract shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Contract shall be brought in the County of Erie.

If any term or provision of this Contract is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.

27. All notices of any nature referred to in this Contract shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt. Notices shall be sent to the following:

To the County:
Erie County Legislature
92 Franklin Street, 4th Floor
Buffalo, New York 14202

With a copy to:
County Attorney
95 Franklin Street, Room 1634
Buffalo, New York 14202

To the Organization: at the address first listed above.

28. The Organization represents and warrants to the County as follows:

a. The execution of this Contract and the provision of services hereunder have been duly authorized by its Board of Directors or Trustees of the Organization and that this Contract has been signed by a duly authorized officer of the Organization.

b. That this Contract is valid and enforceable against the Organization in accordance with the terms hereof and that there is no order, decision, judgment or provision of this Organization's certificate of incorporation or by-laws, or Contract, mortgage, or lien which would limit or prohibit the Organization from fully performing the terms and condition of this Contract.

[END TEXT]



July 11 WS-6 5G

Mr. James Bach, Supervisor, Town of Aurora
Members of the Aurora Town Board
575 Oakwood Avenue
East Aurora, New York 14052

Dear Mr. Supervisor and Members of the Board,

It has come to the attention of our Community Organization that the Town of Aurora Community pool is in need of a new diving board to replace one that is no longer functioning. After speaking with Mr. Chris Musshafen, Director of the Town Recreation and Aquatics, the Rotary Club of East Aurora proposes for your consideration financing the purchase of a new board for the public's use.

Attached please find a cost estimate provided by Mr. Musshafen. The Rotary club wishes to make available the sum of \$1,905.16 (one thousand nine hundred five dollars and sixteen cents) for the purchase and shipment of the diving board as noted in the quote from Pool Supply Unlimited dated July 6, 2002.

As this price quote expires on August 8, 2022, we request you consider this offer at the earliest possible meeting of the Town Board.

If you have any questions or need further information, please do not hesitate to contact me at 716-655-3928.

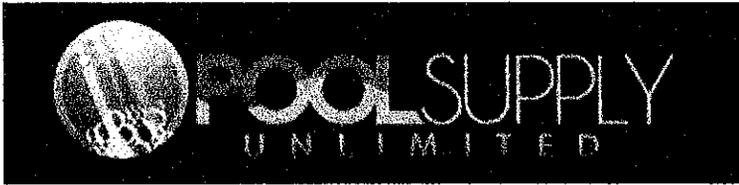
Thank you.

In the Spirit of Rotary.

A handwritten signature in cursive script that reads "Patrick J. Shea".

Patrick J. Shea
Club Board Member/Past President

Cc: T Borowiak, Club President
Club Board members
C. Musshafen



Search for items



Home ▶ My Quote 03987064



[close]

NOTICE: The pool & spa industry continues to face industry-wide shortages on many products that most vendors expect to last late into 2022. We're allowing items to be purchased so that customers who choose to wait will have their order shipped when product is available. Most vendors are not providing any ETA on when items will be available. WE WILL EMAIL YOU RIGHT AWAY IF YOUR ITEM IS BACKORDERED.

Quote 03987064 Details

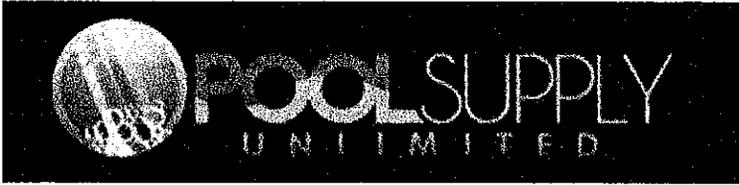
Quote: 03987064

Quote Date: 07/06/2022

Quote Expires: 08/05/2022

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Got it!



Search for items



Pending

Order Total:

\$1905.16

(Includes Shipping: \$355 and Tax: \$0)

Please note that the final total can be affected by your specific shipping selections during checkout.

Company Name:

Town of Aurora

Phone Number:

(716) 652-8866

Shipping Address:

690 South Street

East Aurora, NY 14052

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Got it!



Search for items



Products Ordered

Product: SR Smith 12ft Frontier III Commercial Diving Board
Radiant White | 66-209-6122

Quantity: 1

Price: \$1550.16

CHECKOUT ▶

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our use of cookies. [More info](#)

Got it!

Quote Expires: 08/05/2022

Quantity	Item Description	Unit Price	Total
1	SR Smith 120 Frontier III Commercial Diving Board Radiant White 66-209-6122	\$1,550.16	\$1,550.16

Original Subtotal: \$1,550.16

Subtotal: \$1,550.16

Tax: \$0.00

Shipping: \$355.00

Total: \$1,905.16

[Click here to View Your Quote](#)

Checkout

WS-7

5H

Labor relations and arbitration:

Hodgson Russ

Partners: \$320/hr

Associates: \$299/hr

Paralegals: \$152/hr

Law Clerks: \$213/hr

SJA,LLP

Attorney: \$225/hr

Paralegal: \$125/hr

Town of Aurora
Erie County, New York

WS-8

5I

**Renovations and Addition to:
Town of Aurora Community Pool Buildings**

Notice to Bidders

Please take notice that the Aurora Town Board will accept sealed bids for the renovations to and addition of two public toilets to the Town of Aurora Community Pool Buildings located at 690 South Street, East Aurora, 14052

Plans, specifications and bidding instructions for said work may be obtained from Fontanese, Folts, Aubrecht, Ernst Architects at 6395 West Quaker Street, Orchard Park, NY 14127. Please be prepared to provide a deposit of \$100 for the Contract specification book and paper set of drawings. Documents will also be available for viewing at the Construction Exchange of Buffalo and Western New York.

A PRE-BID site walk-through will be conducted at the project site, 690 South Street, East Aurora, NY 14052 on Friday August 5th @ 10am.

The successful bidders will be required to furnish a performance and payment bond each in an amount equal to 100 percent (100%) of the total Contract award amount.

All Bids shall be made on the forms furnished and shall be enclosed in a sealed envelope marked " Renovations and Addition to the Town of Aurora Community Pool Buildings". Each bid will include a signed and completed Non-Collusive Bidder Certificate as required by New York State Municipal Bidding Laws.

Bids will be received by the Town of Aurora until 11:00 A.M. local time on Tuesday August 23rd, 2022 at the Aurora Town Clerk's office, 575 Oakwood Avenue, East Aurora, New York 14052, and then at that time and place be publicly opened and read aloud.

Each Bidder's attention is called to the General Municipal Law, which requires a Bidder's Certificate of Non-Collusion. Copies of such certifications are included within the Specifications, and unless completed with the Bid, the Bid will not be accepted.

The Aurora Town Board reserves the right to waive any informalities in the Bid and to reject any or all Bids.

Date: July 25th, 2022

Town of Aurora

Town of Aurora
Erie County, New York

**Renovations and Addition to:
Town of Aurora Community Pool Buildings**

Notice to Bidders

Please take notice that the Aurora Town Board will accept sealed bids for the renovations to and addition of two public toilets to the Town of Aurora Community Pool Buildings located at 690 South Street, East Aurora, 14052

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Each Bidder's attention is called to the General Municipal Law, which requires a Bidder's Certificate of Non-Collusion. Copies of such certifications are included within the Specifications, and unless completed with the Bid, the Bid will not be accepted.

The Aurora Town Board reserves the right to waive any informalities in the Bid and to reject any or all Bids.

Date: July 21st, 2022

Town of Aurora

**RENOVATIONS AND ADDITION TO: TOWN OF AURORA COMMUNITY POOL BUILDINGS
690 South Street
East Aurora, NY 14052**

SECTION 00 00 10 - INSTRUCTIONS TO BIDDERS

Page 00 00 10 - 1

1.01 - NOTICE TO BIDDERS

- A. Notice is hereby given by the **Town of Aurora at 575 Oakwood Avenue**, East Aurora, New York 14052, hereinafter called the "Owner" that sealed proposals for the construction described herein will be received in the offices of the Architect. There will be **one bid** for the following work:

GENERAL CONSTRUCTION- The general contractor will be responsible for overseeing and contracting with any subcontractors required to carry out the work, including but not limited to Mechanical, Electrical, and Plumbing Contractors as necessary to complete the work.

BID DATE and TIME to be: TUESDAY, AUGUST 23rd, 2022 AT 11:00 A.M.

The bids will be received at the office of the Town of Aurora Town Clerk
575 Oakwood Avenue
East Aurora, NY 14052

The bids will then be **PUBLICLY OPENED** and read aloud at that same time and place.

All bidders will be notified of the results of the Bid opening.

- B. Each bid must be prepared and submitted in accordance with the Instructions to Bidders.
- C. The General Contractor shall provide a full-time Foreman or Supervisor throughout the entire project.
- D. The completion date for this project is within 182 calendar days after the contract has been signed by the Contractor and the Owner. The bidder shall state the number of days anticipated to complete the project on the Proposal Form, and complete the Construction Work Schedule on the Proposal Form.
- E. The bidder shall provide bids with Prevailing Wages. Complete the Proposal Form accordingly. It is the responsibility of the bidder to obtain the current Prevailing Wages List from the NYS Dept. of Labor.

1.02 - SECURING CONTRACT DOCUMENTS

- A. Plans, Specifications and Instructions to Bidders, prepared by Fontanese Folts Aubrecht, Ernst Architects, P.C. and approved by the Owner, may be secured or examined at the Architect's office, 6395 West Quaker Street, Orchard Park, New York between the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday. Please be prepared to put down a \$100 deposit for the documents.
- B. Copies of the contract documents may be obtained from the Architect.

1.03 - DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction, A.I.A. Document A201, are applicable to these Instructions to Bidders.
- B. Bidding documents include the Instructions to Bidders, the Proposal Form and the proposed Contract Documents including any Addenda issued prior to receipt of Bids.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract

RENOVATIONS AND ADDITION TO: TOWN OF AURORA COMMUNITY POOL BUILDINGS
690 South Street
East Aurora, NY 14052

SECTION 00 00 10 - INSTRUCTIONS TO BIDDERS

Page 00 00 10 - 2

which modify or interpret the bidding Documents, including Drawings and Specifications, by additions, deletions, clarifications or correction. Addenda will become part of the Contract Documents when the construction Contract is executed.

1.04 - VISIT TO THE SITE - PRE-BID CONFERENCE

- A. The Owner/Architect will conduct a Site walk-through/inspection at the project site, 690 South Street, East Aurora, NY 14052 on Friday, August 5th at 10am.
- B. The bid shall be regarded as having been made with full knowledge of conditions and requirements. The Contractor agrees and represents that it has visited the premises prior to the time of submitting a bid and has inspected and given consideration to the conditions under which the Contract is to be performed.
- C. No conditions found at the site will relieve the Contractor from estimating the full quantities of work required by the contract drawings and specifications and the Contractor agrees that it will make no claim against the Owner by reliance upon any estimates, tests or other representations made by any officer or agent of the Corporation with respect to the work to be performed under the Contract. If the drawings or specifications cover work which will not be required on account of local conditions, proper credit for the omission of said work shall be allowed by Change Order.

1.05 - EXAMINATION OF BIDDING DOCUMENTS

- A. Each Bidder shall thoroughly examine the Bidding documents carefully. Not later than seven (7) days prior to the date for receipt of Bids, each bidder shall make written request to the Architect for interpretation or correction of any ambiguity, inconsistency or error therein which they may discover. Any interpretation or correction will be issued as an Addendum by the Architect. Only a written interpretation or correction by Addenda shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.
- B. All such addenda shall become a part of the Contract documents. Failure of the Architect to send, or of any Bidder to receive and acknowledge any such interpretation shall not relieve any Bidder from any obligation under their Bid as submitted.
- C. The failure or omission of any Bidder to receive or examine any form, instrument or document shall in no wise manner relieve any Bidder from any obligation with respect to their Bid.

1.06 - VERIFICATION OF INFORMATION SUPPLIED

- A. Plans, surveys, measurements, dimensions, calculations, estimates, statements as to the conditions under which the work is to be performed are believed to be correct, but the Contractor must examine for themselves, as no allowances will be made for any errors or inaccuracies that may be found therein.

1.07 - SALES TAX

- A. The Town of Aurora is a Tax Exempt Organization. Sales tax shall not be charged for labor and materials required for the work.

1.08 - BIDDING PROCEDURES

RENOVATIONS AND ADDITION TO: TOWN OF AURORA COMMUNITY POOL BUILDINGS
690 South Street
East Aurora, NY 14052

SECTION 00 00 10 - INSTRUCTIONS TO BIDDERS

Page 00 00 10 - 3

- A. Bids for the project shall be submitted on the form provided by the Architect as inserted and/or bound in this specification book.
- B. Bids for this project shall be for the complete work described in the Project Manual, in the Drawings and identified on the Proposal Form.
- C. Bids shall be enclosed in envelopes (outer and inner) both of which shall be sealed and clearly labeled "Bid Documents" listing the firm name and business address and the name of the job on the outside of both such Bid envelopes.
- D. Proposal forms shall be completely filled in. Bids which are incomplete, conditional or obscure, or which contain additions not called for, may be rejected.
- E. A Bid is invalid if it has not been deposited at the designated location prior to the time and date indicated for the receipt of Bids, or prior to any extension thereof issued to the Bidders.
- F. Unless otherwise provided in any supplement to these Instructions to Bidders, no Bidder shall modify, withdraw or cancel their Bid or any part thereof for forty-five (45) days after the time designated for the receipt of Bids.
- G. Prior to the receipt of Bids, addenda will be emailed or delivered to each person or firm recorded by the Architect as having received the Bidding documents and will be available for the inspection wherever the Bidding documents are kept for that purpose. Addenda issued after receipt of Bids will be emailed or delivered only to the selected Bidder.

1.09 - TIME FOR RECEIVING BIDS

- A. Bids shall be received by the said Architect prior to the time and at the place established for receiving such Bids.
- B. No responsibility will attach to any officer for premature opening of a Bid not properly addressed and identified.
- C. Bidders are cautioned to allow ample time for transmittal of Bids by mail or otherwise. Bidders shall secure correct information relative to the probable time of arrival and distribution of mail at the place where Bids are to be received, and so far as practicable, make the due allowance for possible delays.

1.10 - EQUIVALENT MANUFACTURERS

- A. Each Bidder represents that their Bid is based upon the materials and equipment as described in the Bidding Documents.
- B. Manufacturers of material are named and regarded as the required standard of quality and presumed to be equal. If the Contractor desires to use any kind, type, brand or manufacturer of material other than those specified, they shall indicate in writing prior to the award of the contract. They shall further state what kind, type, brand or manufacturer is included in the base bid for the specified item. The risk of whether bid equivalents will be accepted is borne by the Contractor exclusively.

1.11 - INFORMALITIES

RENOVATIONS AND ADDITION TO: TOWN OF AURORA COMMUNITY POOL BUILDINGS
690 South Street
East Aurora, NY 14052

SECTION 00 00 10 - INSTRUCTIONS TO BIDDERS

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- A. The Owner reserves the right to waive any informality in Bids received when such waiver is in the interest of said Owner, also to accept any item in the Bid or to reject any or all Bids in any Contract. Right is further reserved to award any contract or contracts on the basis of combination of base Bid with such alternate or alternates as may be desired.

1.12 - REJECTION OF BIDS

- A. The Bidder acknowledges the right of the Owner to reject any or all Bids and to waive any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner to accept or reject a Bid if the Bidder failed to submit the data required by the Bidding Documents, or if the Bid is in any way incomplete or irregular.

1.13 - WITHDRAWAL OF BID

- A. A bid may be withdrawn at any time prior to the time specified for opening.

1.14 - SUBMISSION OF POST BID INFORMATION

- A. The selected Bidder shall within seven (7) days thereafter submit the following:
- 1) A list of names of the subcontractors or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design), proposed for portions of the Work. The Bidder will be required to establish to the satisfaction of the Architect and the Owner the reliability and responsibility of the proposed subcontractors to furnish and perform the Work as described in the Specification pertaining to such proposed subcontractor's respective trades. Prior to the award of the Contract, the Architect will notify the Bidder in writing if either the Owner or the Architect, after due investigation, has reasonable and substantial objection to any person or organization on such list and refuses in writing to accept such person or organization, the Bidder may, at their option, withdraw their Bid.
 - 2) If the Bidder submits any acceptable substitute with an increase in their Bid price to cover the difference in cost occasioned by such substitution, the Owner may at their discretion, accept the increased Bid price or they may disqualify the Bidder. Subcontractors and other persons and organizations proposed by the Bidder and accepted by the Owner and the Architect may be used on the Work.

1.15 – BID BONDS, PERFORMANCE BONDS, PAYMENT BONDS, EXECUTION OF CONTRACT, ETC.

- A. Each Bid must be accompanied by a certified check or bid bond in the sum of five percent (5%) of the total amount of the bid. The bid bond or certified check shall be satisfactory to and payable to the order of OWNER. The bid bond must contain original signatures in ink. Penciled, stamped, facsimiled, photocopied, or any other copies of the signature will be grounds for voiding the Bid.

Such check or bonds will be returned to all except the three lowest Bidders within three (3) business days after the formal opening of the Bids. The checks or bonds will be returned to the three lowest Bidders within five (5) business days after the execution of the Contract and the furnishing of the required security by the Successful Bidder. The successful Bidder for the Contract shall furnish a Performance and Payment Bond each in a penal sum of one hundred percent (100%) of the total amount payable under the terms of the Contract. Bonds shall be furnished by companies authorized to do business in the State of New York. Premiums on Bonds shall be prepaid by the Contractor.

**RENOVATIONS AND ADDITION TO: TOWN OF AURORA COMMUNITY POOL BUILDINGS
690 South Street
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SECTION 00 00 10 - INSTRUCTIONS TO BIDDERS

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- B. The successful Bidder for the Contract shall furnish a Performance and Payment Bond each in a penal sum of one hundred percent (100%) of the total amount payable under the terms of the Contract. Bonds shall be furnished by companies authorized to do business in the State of New York. Premiums on Bonds shall be prepaid by the Contractor. Such Performance and Payment Bonds shall be furnished and such contract shall be executed within ten (10) days, Saturdays, Sundays and legal holidays excepted, after notification of such acceptance.
- C. Above Bond to guarantee all portions of the work under contract for a period of one (1) year from date of final acceptance of the work and to repair or replace any work caused by defects of materials or workmanship.
- D. If required by the Owner, the Contractor shall submit (prior to contract signing) the following:
 - 1) If awarded a Contract, state in detail what portion would be sublet to subcontractors or material suppliers.
 - 2) State length of time prospective Bidder has been engaged in business under present name, and where Bidder maintains a permanent place of business.
 - 3) Name jobs of similar character and magnitude completed by Bidder's organization, or the members thereof, within the past five (5) years, names of Architects, amount of contract and length of time of construction.
 - 4) Attach a copy of balance sheet showing current financial position. Attention is called to the fact that the Owner will require that the Contractor be possessed of enough liquid capital to assure completion of the contract without liens or assignments, and to ensure payment of obligations arising from such work.
 - 5) State what surety company is proposed to furnish the required bonds.
 - 6) Has Bidder ever been in default on a public contract giving full particulars.
 - 7) Work now being carried on by the Bidder.
- E. The Bidder shall require the Attorney-in-Fact who executes the required bonds on behalf of the surety to affix thereto, a certified and current copy of their Power of Attorney indicating the monetary limit of such power.
- F. The Owner reserves the right to waive any informality in Bids received when such waiver is in the interest of the Owner, also to accept any item in the Bid or to reject any or all Bids in any Contract. Right is further reserved to award any contract or contracts on the basis of combination of base Bid with such alternate or alternates as may be desired.

1.16 - AWARD OF CONTRACT

- A. All Bids submitted shall be deemed to be firm for sixty (60) days after submission unless an award of contract to any Bidder in the appropriate contract is sooner made.
- B. The contract, if awarded, will be awarded to the lowest responsible Bidder, subject to the Owner's right to reject any or all bids, and to waive any informality in the bids or in the building, and subject to the Owner's satisfaction that the bidder has the business and technical organization, plant, resources, financial standing and business experience to do the work to be performed under the provisions of the Contract in a satisfactory manner and within the time specified.

**RENOVATIONS AND ADDITION TO: TOWN OF AURORA COMMUNITY POOL BUILDINGS
690 South Street
East Aurora, NY 14052**

SECTION 00 00 10 - INSTRUCTIONS TO BIDDERS

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1.17 - EXECUTION OF AGREEMENT

- A. The Form of Agreement which the successful Bidder will be required to execute, is included in the Contract Documents and must be carefully examined by each Bidder.
- B. The Bidder to whom the contract is awarded by the Owner shall, within ten (10) days after notice of award and receipt of agreement forms from the Owner, sign and deliver all required copies of the agreement to the Owner.
- C. Within ten (10) days after execution of the construction agreement, the contractor shall deliver to the Owner the policies of insurance or insurance certificates as required by the Contract Documents. All bonds and policies or certificates of insurance shall be approved by the Owner before the successful Bidder may proceed with the work. Failure to deliver the required bonds within the specified time period shall constitute a valid reason for the Owner to withdraw the contract and offer a new contract to a different contractor.

1.18 - THE CONTRACTOR REPRESENTS AND WARRANTIES

- A. That they are financially solvent and that they are experienced in, and competent to perform, the type of work or to furnish the plant, materials, supplies, or equipment to be so performed or furnished by them, and
- B. That they are familiar with all Federal, State, Town of Aurora and N.Y. State laws, ordinances, and regulations which may in any way affect the work of those employed therein including, but not limited to, special acts relating to the work or project of which is a part.
- C. That such temporary and permanent work required by the Contract Documents as is to be done by the Contractor can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property.

END OF SECTION 00 00 10

Permit Account No.: 51799
Permit Type: Airspace

WS-9

55

**NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT OF WAY
PERMIT FOR TEMPORARY USE OF STATE PROPERTY**

This is a legally binding document. You may wish to consult with your attorney before signing.

P.I.N.: S019.20.201
Property Location: NYS Route 240 near reference milemarker 1151, Adjacent to 1809 Davis Road
Project: N/A
Map and Parcel Nos.: N/A
County: Erie
Town/City/Village: Town of Aurora (West Falls hamlet)

Permittee's Adjoining Property: N/A
Address:
County: Town/City/Village:

THIS PERMIT, made this _____ day of _____, _____ between

Town of Aurora

575 Oakwood Avenue, East Aurora, NY 14052

“Permittee”; and the COMMISSIONER OF TRANSPORTATION FOR THE PEOPLE OF THE STATE OF NEW YORK,
hereinafter referred to as “the State”,

WITNESSETH:

WHEREAS the State is the owner of or has jurisdiction over the above identified property, hereinafter referred to as “Property” ; and

WHEREAS the Permittee wishes to use and occupy said Property on a temporary basis understanding that the permit is revokable at will;

NOW, THEREFORE, the State hereby grants this permit to the Permittee, subject to the following covenants and conditions:

1. The parties acknowledge that this instrument is not a lease but is merely a permit to occupy and use the State’s Property **for a temporary period of time**, and therefore a landlord-tenant relationship is not hereby created; and further, that since this is not a lease, Section 5-321 of the General Obligations Law does not apply to this permit to the extent permitted by law, hereinafter referred to as “Permit.”
2. Property description and use:
Install One 9± SF single-faced Decorative Community Gateway Sign

As depicted on the sketch attached hereto and made a part hereof. The Property covered by this Permit **shall be used only for above described use and for no other purpose whatsoever**. Permittee shall not sublet the Property nor assign or transfer the Permit to any other parties in part or in whole without the prior written consent of the State.

- a. **The Permittee acknowledges that this Permit is a temporary license. Any construction, repair, reconstruction, or relocation of any installations on Property is expressly prohibited except as specifically described above.**

- b. No capital investment or any other permanent or semi-permanent feature shall be made or built on State Property.
- c. The conduct, growth, success or continuity of any Permittee business activity is not dependent on the use of State property, and the Permittee shall not rely on the use of the Property for such purpose.
- d. Unless the Permit is revoked or cancelled, Permittee shall certify annually that any business activity is consistent with the terms of a 30 day revocable permit, and they have no other right or interest in the State's Property.

3. This Permit shall be effective as of 08/01/2022.

4. The fee to be charged shall be: \$ 1 per year beginning 08/01/2022.

5. The Permittee acknowledges the State's right to collect a security deposit. This sum will be retained as security to ensure faithful performance of the Permit and compliance with all terms by the Permittee. The State hereby acknowledges receipt of check number N/A in the amount of received on by . The Permittee understands and agrees that prior to return of the security deposit, the Regional Property Management Unit must be contacted at the end of the permit term for inspection of the vacated Property in accordance with the provisions herein.

6. This Permit shall be renewed automatically for successive terms of one month each unless terminated or canceled by either party in accordance with this Permit.

7. Either party may terminate this Permit at any time upon thirty (30) days' written notice to the other and in accordance with this paragraph:

- a. The State may terminate this Permit for convenience at any time upon thirty (30) days' written notice to the Permittee at the address listed above and Permittee will be required to vacate the Property at the expiration of that thirty (30) day period.
- b. Permittee may terminate this Permit by giving thirty (30) days' written notice to:

NYSDOT Office of Right of Way
Regional Property Management Unit
100 Seneca Street
Buffalo, NY 14203

and the permittee will be required to vacate the Property within that thirty day period.

- c. The State may cancel this Permit for cause (breach of any term, condition, or provision of this Permit) upon ten (10) days written notice to the Permittee and the Permittee will be required to vacate the Property and the State may immediately take possession and terminate all rights of the Permittee as of such moment.
- d. Upon termination or cancellation of the Permit by either party, the Permittee shall remove all installations and the Property must be restored to its original condition, all at Permittee's sole cost and expense within thirty (30) days if terminated or within ten (10) days if cancelled for cause. Should the Permittee fail to remove the installations and restore the site, the Permittee shall reimburse the State for any and all costs incurred by the State for the restoration of the Property.

8. Payment of fee is due on the first of the month unless otherwise stated. Fee must be paid by check, bank cashier's check or money order payable to "Department of Transportation" and mailed or delivered to:

New York State Department of Transportation
Revenue Unit, POD 5-2
50 Wolf Road Albany, New York 12232

9. The Permittee understands and agrees that if the full amount of the fee as stated herein is not paid within thirty days from the date payment is due, interest penalties and collection fees will be imposed under the provisions of Section 18 of State Finance Law. Permittee agrees that acceptance by the State of any payment that is less than the permit fee indicated in this Permit is considered a partial payment only, insufficient to satisfy the Permittee's obligation to pay the entire amount due. Such acceptance by the State is not considered satisfaction of the total amount due. Any interest, penalties, and collection charges or assessments will continue to accrue. Permittee waives any right to assert otherwise.

10. The Permittee understands and agrees that the fee charged by the State for this Permit may be updated by the State to reflect the Permit's fair market value. In the event the fee is so updated, the State shall send the Permittee a new permit providing for the updated fee at least 60 days before the new permit is designated to take effect. If the Permittee wishes to remain in occupancy, the Permittee shall sign and return the new permit to the State no less than 30 days before it is designated to take effect. Permittee's timely return of the new permit, properly signed, shall serve to cancel this Permit as of midnight on the day before the new permit is designated to take effect. The Permittee's failure to sign and return the new permit no less than 30 days before it is designated to take effect shall void the new permit and the Permittee will be required to vacate the Property.
11. The Permittee understands and agrees that unless a new fee is established by the State's appraisal obtained at the State's discretion, the fee to be charged as indicated in Paragraph 4 shall be increased by 2% on the anniversary of the Permit Effective Date as follows:

Year	Fee
1	\$ 1
2	\$ 1
3	\$ 1
4	\$ 1
5	\$ 1

Increases at a 2% rate shall continue each subsequent anniversary of the effective date of the Permit until a new Use and Occupancy Permit is issued.

12. The State may record a Notice of Permit against the Permittee's adjoining property, putting the Permittee and the general public on notice of such Permit.
13. This Permit supersedes the permit number N/A issued to _____ in the amount of _____ per _____ and approved by the Director, Office of Right of Way on _____, if applicable.
14. Permittee, at the Permittee's expense and for the term of the Permit, shall furnish and show evidence of General Liability Insurance coverage issued by an insurance carrier licensed to do business in the State of New York for the protection of the State of New York and Permittee against any claims, suits, demands or judgments by reason of bodily injury, including death, and for any claims resulting in property damage occurring on the Property.
- Such General Liability Insurance shall be in the amount no less than \$ 300,000 for residential permittees and \$ 2,000,000 for commercial permittees (combined property damage and/or bodily injury, including death) single limit per occurrence, shall name the People of the State of New York as an additional insured and include a (30) thirty days' prior written notice of any cancellation or major change in the policy conditions.
 - Approval of this Permit shall be contingent upon receipt, by the State, of a copy of a properly executed insurance certificate.
 - The Permit shall be voided if insurance is cancelled, modified or lapses.
 - Such insurance certificates must be updated and resubmitted annually by the anniversary date of the Permit to:

NYSDOT Office of Right of Way
 Regional Property Management Unit
 100 Seneca Street
 Buffalo, NY 14203

15. Permittee is responsible for any repairs, improvements, or maintenance work of any kind on the Property at Permittee's expense. The State may, at any time, periodically inspect the Property to determine whether same is in good repair and maintenance, structurally sound, and that no unsafe, hazardous, unsanitary, or defective conditions exist.
16. Permittee hereby agrees to admit State representatives and prospective purchasers or permittees to examine the Property during reasonable business hours. The Permittee also agrees to allow the parties responsible for the maintenance and safety of any existing power lines, telephone lines, poles, water, gas and sewer lines or drainage culverts, to enter upon the permit area at any time.

17. Permittee shall not
- a. place advertising or sponsorship signs on the Property without the express written consent of the State.
 - b. place or store, or allow others to place or store, any flammable, explosive, hazardous, toxic or corrosive materials, debris of any description, garbage or any materials commonly referred to as "junk" within the Property, except fuel kept in the fuel tanks of legally parked vehicles allowed under the terms of this Permit.
 - c. erect, construct or install any lights, signs, fences or other fixtures on the Property without the written approval of the State.
 - d. allow the installation or construction of any power lines, telephone lines, poles, water, gas and sewer lines or drainage culverts.
 - e. store junked, wrecked, damaged or abandoned vehicles on the Property unless such vehicles are kept more than 1000 feet of the right-of-way or be visible from the main traveled way of the Interstate or Federal Aid Primary System, in compliance with Section 136 of the United States Code as amended by Title II of the Highway Beautification Act. All vehicles falling within the abandoned category as defined by Section 1224 of the Vehicle and Traffic Law of the State of New York shall be considered as such, and action shall be taken in accordance with the Law to ameliorate this nuisance.
 - f. create, conduct, or expand any permittee business activity on the Property inconsistent with the terms of this 30 day revocable permit, nor shall the Permittee rely on the use of Property for such purpose.

Failure to comply with this paragraph may result in a ten (10) days' written notice of cancellation of the Permit in accordance with Paragraph 7 of this Permit. The Permittee is responsible for the removal of these materials and/or all expenses incurred in their removal.

18. Permittee is responsible for keeping and maintaining the Property in a safe and clean condition, preventing damage to the Property and for the regular and prompt removal of garbage, rubbish, litter, snow and ice. Permittee agrees and understand that no trees, shrubs, landscaping, or other naturally occurring flora may be removed or disturbed in any fashion without prior approval of the State.
For occupants remaining at the site temporarily after an acquisition of property by the State pursuant to the EDPL, all arrangements of services for, removal of garbage, rubbish, litter, snow and ice will be made by the Permittee at the Permittee's expense, unless hereafter specified. The State shall have no responsibility to provide any services not specifically set forth in writing herein.
19. Permittee is responsible to maintain the occupancy in compliance with any and all applicable local, State, and Federal laws, ordinances, codes, rules and regulations affecting the use of the Property. Permittee shall not conduct or allow any use or activity on the Property inconsistent with law and shall not conduct or allow any use or activity on the Property which may require a permit or other approval by a government agency without having lawfully obtained such permit or approval.
20. The State shall have no responsibility whatever for the loss or destruction of any improvements made by the Permittee or for personal property stored or being used on the Property.
21. It is understood and agreed by and between the parties that the Permittee will not be entitled to any relocation benefits provided under State and Federal law.
22. Permittee agrees and understands that the State is under no obligation to sell the Property to the Permittee and that no commitment, express or implied, is made by the State to give the Permittee any right of purchase.
23. In accordance with 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 Permittee will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status. Neither shall the Permittee discriminate in the use of the Property or any access thereto if such Property are used as a public accommodation or in connection with a public service.
24. The Permittee for his/her self, and/or the Permittee's personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event the use and occupancy on the said Property described in Item 1 of this Permit for a purpose for which a New York State Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Permittee shall use and occupy the Property such that (1) no person on the ground of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Property, (2) that, no person on the grounds of race, color, or national origin, sex, age, and disability/handicap, shall be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the Permittee shall use the Property in compliance with all other requirements imposed by or pursuant to title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil

Rights Act of 1964; and to Title 23 Code of Federal Regulations, Part 200, Title VI Program and Related Statutes – Implementation and Review Procedures; and further as said Regulations may be amended.

25. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate this Permit and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Permit had never been made or issued, except that any Permit fees due and owing shall survive the termination of this Permit.
26. Permittee agrees that, in addition to any protection afforded to State under any available insurance, State shall not be liable for any damage or injury to the Permittee, its agents, employees, or to any other person, or to any property, occurring on the site or in any way associated with Permittee's activities or operations; whether undertaken by Permittee's own forces or by contractor or other agents working on Permittee's behalf. To the fullest extent permitted by law, the Permittee agrees to defend, indemnify and hold harmless the State and their agents from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of any claim, including but not limited to claims for personal injuries, property damage or wrongful death and/or environmental claims, in any way associated with the Permittee's activities or operations, no matter how caused.
27. If any of the provisions of this Permit are held invalid, such invalidity shall not affect or impair other provisions herein which can be given effect without the invalid provisions, and to this end the provisions of this Permit are severable.
28. This Permit shall not be effective unless accepted and approved in writing by the State.
29. The Permittee understands and agrees that a Highway Work Permit must be obtained from the State Department of Transportation prior to any construction, reconstruction, repair, or significant maintenance on the Property.
30. Damages.
Time is of the Essence for the termination date of this Permit and is an essential part of the Permit. The public is subject to detriment and inconvenience if the full use of the State's property cannot be made available because Permittee fails to vacate. The parties acknowledge that, in addition to all other rights, claims or causes of action against the Permittee Damages will be assessed in an amount per day including but not limited to the following (a) the U&O fee set forth in paragraph 4 above, (b) the expenses incurred by the State in undertaking all steps necessary to make the Property available, (c) the estimated loss of revenue to the State during the time the Property is not available for the uses to which the State intends, (d) cost to restore the property for use by the State, (e) the cost to remove any installations placed on the Property by the Permittee, (f) the cost of temporary traffic and safety measures taken to protect the traveling public, (g) unjust enrichment to the Permittee for continued use of the Property after termination of the Permit, (h) all interest, fees, penalties and costs incurred by the State.

This paragraph shall survive the termination of the permit and will remain in effect for so long as the Permittee remains on the Property.

Additional Clauses:

None

Certification

I hereby certify that I will not build any permanent or semi-permanent structure on the State owned property that is subject of this permit, that cannot promptly be removed upon 30 days' notice upon termination by the State; that I understand usage of state property may be short term and that I have contemplated all costs and impact of this permit and will fully comply with the requirements herein.

Permittee certifies that the conduct, growth, success or continuity of any permittee business activity is not dependent on the use of State Property, nor shall the permittee rely on the use of Property for such purpose. Permittee certifies that any business activity is consistent with the terms of a 30 day revocable permit."

In consideration of the granting of the Permit, each of the undersigned accepts all of the above terms, conditions and provisions.

Permittee Name:

Town of Aurora

BY:

Signature

Signature

Type or Print Name

Type or Print Name

TITLE: _____

TITLE: _____

Signature

Signature

Type or Print Name

Type or Print Name

TITLE: _____

TITLE: _____

RECOMMENDED:

Regional Real Estate Officer

Date

ACCEPTED and APPROVED: Commissioner of Transportation for the People of the State of New York

BY:

Director, Office of Right of Way

Date

WS-10
A+B

INTERMUNICIPAL AGREEMENT

THIS INTERMUNICIPAL AGREEMENT (this "Agreement"), dated as of _____, 2022, is by and between the Village of East Aurora, with offices located at 585 Oakwood Avenue, East Aurora, New York 14052 (the "Village") and the Town of Aurora, with offices located at 575 Oakwood Avenue, East Aurora, New York 14052 (the "Town").

WHEREAS, the Town intends to enter into an agreement with OnSolve at Carahsoft ("Onsolve Agreement") for the CodeRed Emergency Alert System ("CodeRed") pursuant to the Onsolve at Carahsoft Government Price Quotation #34466788, dated June 27, 2022, a copy of which is attached hereto under Exhibit A; and

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

NOW, THEREFORE, the parties hereby agree as follows:

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

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the date first written above.

TOWN OF AURORA

VILLAGE OF EAST AURORA

By: _____
James J. Bach
Supervisor

By: _____
Peter Mercurio
Mayor

EXHIBIT A

See attached.

Government Price Quotation

OnSolve at Carahsoft



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARASOFT.COM | SALES@CARASOFT.COM

TO: Luke Wochensky
 Councilmember
 Town of Aurora
 575 Oakwood Avenue
 East Aurora, NY 14052 USA

FROM: Tyler Sapp
 New Relic at Carahsoft
 11493 Sunset Hills Road
 Suite 100
 Reston, Virginia 20190

EMAIL: lwochensky@townofaurora.com

EMAIL: Tyler.Sapp@carahsoft.com

PHONE: (716) 208-6376

PHONE: (571) 662-3097

FAX: (703) 871-8505

TERMS: Information Technology Umbrella Contracts – Manufacturer Based
 Contract Number: 22802
 Group: 73600 Award: 22802
 Term: Through 11/29/2022
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Sales Tax May Apply

QUOTE NO: 34466788
QUOTE DATE: 06/27/2022
QUOTE EXPIRES: 07/31/2022
RFQ NO:
SHIPPING: ESD
TOTAL PRICE: \$6,965.00

TOTAL QUOTE: \$6,965.00

Government Price Quotation

OnSolve at Carahsoft

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARASOFT.COM | SALES@CARASOFT.COM

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
----------	----------	-------------	---	-------------	-----	----------------

Critical Communications include:

CodeRED Standard Unlimited Package
CodeRED Weather Warning
CodeRED Premium Data
CodeRED Foreign Language Message Translation
CodeRED Standard Unlimited Package
CodeRED Weather Warning
CodeRED Premium Data
CodeRED Foreign Language Message Translation

Service Terms

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



ORDER FORM

This Order Form documents the purchase of Subscription Services and other Services being purchased by the customer listed below ("Customer") from OnSolve, LLC ("OnSolve"), and is entered into as of the date the Customer signs (the "Effective Date").

Initial Term: 1.00 year(s) commencing on the Service Start Date

Renewal Term: 1.00 year(s)

Service Start Date: July 01, 2022

Customer Information	Company Name:	Town of Aurora, NY
	Street Address:	575 Oakwood Avenue
	City, State, Zip, Country:	East Aurora, NY, 14052, US
Billing Contact Purchase Order Number	Company Name:	Town of Aurora, NY
	Name:	Luke Wochensky
	Street Address:	575 Oakwood Avenue
	City, State, Zip, Country:	East Aurora, NY, 14052, US
	Phone:	1 (716) 208-6376
	Email:	lwochensky@townofaurora.com
Primary Contact <i>Note: this contact will be setup in the Services as an Administrator.</i>	Name:	Luke Wochensky
	Title:	Councilmember
	Phone:	1 (716) 208-6376
	Email:	lwochensky@townofaurora.com

Subscription Service Fees

Critical Communications

Item/Description	Order Term	Qty	Annual Price**	Term Total
CodeRED Standard Unlimited Package	07/01/2022 - 07/31/2022	1	\$0.00	\$0.00
CodeRED Weather Warning	07/01/2022 - 07/31/2022	1	\$0.00	\$0.00
CodeRED Premium Data	07/01/2022 - 07/31/2022	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	07/01/2022 - 07/31/2022	3	\$0.00	\$0.00
CodeRED Standard Unlimited Package	08/01/2022 - 07/31/2023	1	\$6,965.00	\$6,965.00
CodeRED Weather Warning	08/01/2022 - 07/31/2023	1	\$0.00	\$0.00

Item/Description	Order Term	Qty	Annual Price**	Term Total
CodeRED Premium Data	08/01/2022 - 07/31/2023	1	\$0.00	\$0.00
CodeRED Foreign Language Message Translation	08/01/2022 - 07/31/2023	3	\$0.00	\$0.00
Critical Communications Subscription Fees				\$6,965.00

ORDER TOTAL

\$6,965.00

Annual Fees

Year 1 Subscription Fees + Non-Recurring Service Fees	\$6,965.00
--	-------------------

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

All pricing is in US Dollars unless otherwise specified

Service Description – Critical Communications

CODE-Unlimited Pkg

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

Service Terms

- Use of the Subscription Service is intended for **Town of Aurora NY, (Erie County) Village of East Aurora NY, and Hamlets of West Falls, Griffins Mills, South Wales, and Jewettsville.**
- Population: **14,500.** A population increase above 10% may result in increased pricing.
- Emergency means threat to life and/or property.

- "Message Unit" equals sixty (:60) seconds of connected voice or TTY call time deducted in six (:06) second increments and/or SMS Text segments of 140 characters. Unused Message Units do not carry over year-to-year.

All Services being purchased by Customer in this Order Form shall be exclusively governed under the OnSolve standard terms and conditions set forth at the following URL: <https://www.onsolve.com/legal/TC-Government/> (the "Terms"). In the event of a conflict between the Terms and this Order Form, the terms of this Order Form shall control.

Town of Aurora, NY

By: _____

Name:

Title:

Date:

5K



BUDGET TRANSFER REQUEST FORM

Please note the following guidelines:

- A shortage of **less than \$750 per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the approval of the Supervisor.
- A shortage of **\$750 or more per line** can be satisfied with this form requesting a budget transfer(s) between lines that are **within the responsibility of a single Department Head**. These will require the approval of the Town Board.
- A shortage of **any amount** can be satisfied with this form requesting a budget transfer(s) between lines which fall under **the responsibility of different Department Heads**. These will require the approval of the Town Board.
- Budget transfers must be made **PRIOR** to the expenditure.
- **All budget transfers must be submitted to the Supervisor's Office using this form.**

DEPARTMENT HEAD NAME (printed): David Gunner
 SIGNATURE: [Signature] DATE: 4/13/22

1. \$	<u>840</u>	FROM:	<u>A 3510.100</u> <small>ACCT NO.</small>	<u>DCO labor</u> <small>ACCT TITLE</small>	<u>12,283.24</u> <small>CURRENT BALANCE</small>
		TO:	<u>A 3510.140</u> <small>ACCT NO.</small>	<u>DCO overtime labor</u> <small>ACCT TITLE</small>	<u>(839.49)</u> <small>CURRENT BALANCE</small>
		REASON:	<u>unexpected overtime due to medical leave of p.t officer</u>		
2. \$	<u>455</u>	FROM:	<u>A 3510.100</u> <small>ACCT NO.</small>	<u>DCO labor</u> <small>ACCT TITLE</small>	<u>12,283.24</u> <small>CURRENT BALANCE</small>
		TO:	<u>A 3510.101</u> <small>ACCT NO.</small>	<u>Part time DCO labor</u> <small>ACCT TITLE</small>	<u>(454.57)</u> <small>CURRENT BALANCE</small>
		REASON:	_____		
3. \$	_____	FROM:	_____	_____	_____
		TO:	_____	_____	_____
		REASON:	_____		
4. \$	_____	FROM:	_____	_____	_____
		TO:	_____	_____	_____
		REASON:	_____		
5. \$	_____	FROM:	_____	_____	_____
		TO:	_____	_____	_____
		REASON:	_____		

APPROVALS:

SUPERVISOR SIGNATURE : _____
 TOWN BOARD MEETING APPROVAL DATE: _____

Date: _____
 Action #: _____

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



5L

M/
(716) 652-5260
townclerk@townofaurora.com

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

MEMO

TO: Aurora Town Board
FROM: Kathleen Moffat
RE: Budget Amendment: Senior Center CDBG Funds
DATE: 7/25/22

I respectfully request approval to amend the budget to account for the receipt of CDBG Funds for Senior Center Safety Improvements. The amendment is as follows:

- Increase revenue line A 4910 Community Development Act by \$27,601
- Increase appropriation line A 1620.423 Contractual Maintenance by \$27,601

ACH ADVICE

TOWN OF AURORA
575 OAKWOOD AVENUE
EAST AURORA NY 14052

DATE 07/21/2022

PAGE 1 OF 1

VENDOR NO. 111086

INVOICE#	REFERENCE#	DESCRIPTION	AMOUNT
FINAL	5100608546	PO4000020975 SR CTR SAFETY IMPROV 5463 22-506-EP	27,601.00
		Total	27,601.00
COUNTY OF ERIE - BUFFALO, NEW YORK - DISBURSING			

5M

TOWN OF AURORA, NY 2023 Budget Calendar

Departmental Budget Request Forms to Department Heads	Friday 7/22/22
Department Heads Formulate Budget Requests and Meet With Town Board Liaisons	Mon. 7/25 – Thurs. 8/4
Departmental Request Forms Due to Supervisor's Office	Friday 8/5/22
Town Board Meeting w/ Department Heads and Bookkeeper (Special Meeting)	Tuesday 8/9/22 @ 11 am (MEETING ROOM)
Town Board Work Session to Review Tentative Budget	Wednesday 9/7/22 @ 5 pm (MEETING ROOM)
Budget Officer Files Tentative Budget with Town Clerk (by Sept 30)	Thursday 9/22/22
Town Clerk Presents the Tentative Budget to the Town Board (by Oct 5)	9/26/22 Board Meeting
Town Board Tentative Budget Work Session (Special Meeting)	Wednesday 9/28/22 @ 5 pm (MEETING ROOM)
Town Board approves changes to the Tentative Budget and accepts it as the Preliminary Budget; Set Public Hearing	10/11/22 Board Meeting (Tuesday)
Public Hearing on the Preliminary Budget (by Nov 10)	10/24/22 Board Meeting
Town Board Preliminary Budget Work Session (Special Meeting if needed)	Wednesday 10/26/22 @ 5 pm (MEETING ROOM)
Adopt the Budget (no later than Nov 20)	11/14/22 Board Meeting

GA

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

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

ADMINISTRATION

Our University Express programs continued with Putting your Affairs in Order, Bethlehem Steel, Mary Lincoln and Erie Canal. These programs continue to be well attended. Erie County Senior Services staff has gone above and beyond with the scope of this program. They continue to offer new and diverse classes each semester. This fall they include a lecture on the war in Ukraine, I Know Where the Crawdads Sing, Buffalo Scandals: Elmwood, and the Fossils Beneath our Feet. We are thankful to the volunteer lecturers.

REVENUE & EXPENDITURES: See Supervisor's Report

PROGRAMS:

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



6B

TOWN OF AURORA
Aurora Municipal Center
575 Oakwood Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement – Tax Collection

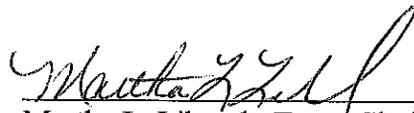
To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of May, 2022 in connection with the collection of taxes, excepting only such fees the application and payment of which are otherwise provided for by law:

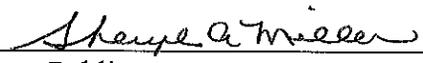
Received From	Type of Receipt	Amount
Taxes	Town/County tax	\$ 35,358.51
Taxes	Penalties	2,651.88
Taxes	Interest	770.84
Taxes	NOW Acct Interest	0.58
Taxes		
	Total Received	\$ 38,781.81

State of New York
County of Erie
Town of Aurora

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


Martha L. Librock, Town Clerk

Subscribed and Sworn to before me
this 14th day of July, 2022


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



TOWN OF AURORA
Aurora Municipal Center
 575 Oakwood Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement – Tax Collection

To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of June, 2022 in connection with the collection of taxes, excepting only such fees the application and payment of which are otherwise provided for by law:

Received From	Type of Receipt	Amount
Taxes	Town/County tax	\$ 31,632.37
Taxes	Penalties	2,372.43
Taxes	Interest	1,020.14
Taxes	NOW Acct Interest	0.52
Taxes		
	Total Received	\$ 35,025.46

State of New York
 County of Erie
 Town of Aurora

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

Martha L. Librock, Town Clerk

Subscribed and Sworn to before me
 this 14th day of July, 2022

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



60

TOWN OF AURORA
Aurora Municipal Center
575 Oakwood Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement – Water Fee Collection
(Adjusted Statement)

To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of April, 2022, in connection with the collection of water fees, excepting only such fees the application and payment of which are otherwise provided for by law:

Received From	Type of Receipt	Amount
Water Billing	Water Bills	\$1,753.24
	Total Received	\$1,753.24

State of New York
County of Erie
Town of Aurora

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

Martha L. Librock, Town Clerk

Subscribed and Sworn to before me
this 13th day of July, 2022

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



TOWN OF AURORA
Aurora Municipal Center
 575 Oakwood Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement – Water Fee Collection

To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of May, 2022_ in connection with the collection of water fees, excepting only such fees the application and payment of which are otherwise provided for by law:

Received From	Type of Receipt	Amount
Water Billing	Water Bills	\$396.71
	Total Received	\$396.71

State of New York
 County of Erie
 Town of Aurora

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

Martha L. Librock, Town Clerk

Subscribed and Sworn to before me
 this 13th day of July, 2022

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



TOWN OF AURORA
Aurora Municipal Center
 575 Oakwood Avenue, East Aurora, NY 14052

From: Martha L. Librock, Town Clerk

Monthly Statement – Water Fee Collection

To: James J. Bach, Town of Aurora Supervisor

Pursuant to Section 27 Subd. 1 of the Town Law, I hereby make the following statement of all fees and monies received by me during the month of June, 2022 in connection with the collection of water fees, excepting only such fees the application and payment of which are otherwise provided for by law:

Received From	Type of Receipt	Amount
Water Billing	Water Bills	\$160.38
	Total Received	\$160.38

State of New York
 County of Erie
 Town of Aurora

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

Martha L. Librock, Town Clerk

Subscribed and Sworn to before me
 this 13th day of July, 2022

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

6D

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

ADMINISTRATIVE:

Reports:

- We have 15,108 members registered in our recreation system
 - Less than previously reported as we merged many duplicate accounts
- We had 911 activity registrations
 - 635 total registrants (517 residents, 118 non-residents)
- We generated \$36,392 in sales
- Credit card purchases totaled 85% (87% on-line, 13% office)
 - 2021 to 2022 comparison:
 - Total sales from 1/1/2021 – 6/30/2021 \$133,268
 - Total sales from 1/1/2022 – 6/30/2022 \$148,891

Summer is finally here! Chris and Meghan have begun staff training for the pool and day camp. We are lucky to have a robust lifeguard and recreation staff. Chris has also begun a second lifeguard class this season to have guards later in the year when our college age staff begins to leave.

The community pool opened the first weekend in June. Membership and daily entry were slow to start, most likely due to the cool start to summer. However, by the tail end of the month we had reached 84% of our budgeted revenue!

Registration for our summer programs is looking great. At the beginning of the month, we were light in many of our sports programs. After repeatedly advertising them on our Facebook page, we were able to get enough, and more, to run all of them. Track continues to be a strong program with over 40+ registrants.

EAST competed in it's second long course meet this season as has been ranked as high as 10th (out of 72)! After school ends, we transition to morning practices out at the community pool and begin to focus on championships. We are definitely looking forward to practicing in the fresh air.

Submitted by: Chris Musshafen, Director of Recreation and Aquatics

Town of Aurora Building Department
Monthly Report - June 2022

6E

	Town	Village	Totals
Permits Issued			
Number of Permits	36	23	59
Current Month Fee Total	\$ 14,458.39	\$ 3,275.22	\$ 17,733.61
2022 Year Fee Total	\$ 52,978.16	\$ 11,732.37	\$ 64,710.53
2021 Year Fee Total	\$ 49,764.33	\$ 13,672.85	\$ 63,437.18

Inspections Completed			
Building Permit	98	46	144
Fire Safety	1	17	18
Complaint/Violation	4	9	13

Notices Sent			
Permits Expiring Soon	6	5	11
Permit Expired	2	2	4
Violations	2	4	6
2nd Notice Violations	0	0	0
Zoning Compliance Letter	0	0	0
False Alarm	2	-	2

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

Town of Aurora

Building Permit Fee Report - by Issued Date: 06/01/2022 - 06/30/2022

Permit#	Location	Issued	Description	Square Ft	Project Cost	Permit Fee	Rec Fee	Water Fee	Sec Dep
2022-0174	623 Knox Rd	06/01/22	Single Family Dwelling w/ Attached Garag	10,413.00	1,000,000.00	3694.55	200.00		
2022-0175	1875 Davis Rd	06/01/22	Pool - Above ground with alarm		5,449.00	50.00			
2022-0176	1563 Clean Rd	06/01/22	Interior Renovation (kitchen, bath, dryw	954.00	30,000.00	363.90			
2022-0177	426 Olean Rd	06/01/22	Storage Building	2,176.00	20,000.00	361.40			
2022-0178	249 Reiter Rd	06/02/22	Single Family Dwelling with Attached Gar	4,103.00	225,000.00	1486.05	200.00		
2022-0179	847 East Fillmore Ave	06/02/22	Detached Garage; remove/replace existing	672.00	14,000.00	135.80			
2022-0180	11 Canterbury Ln	06/06/22	pool deck			68.60			
2022-0181	130 Manchester Rd	06/06/22	(RI 20-467) Single Family Dwelling with	3,822.00		359.42			
2022-0182	105 Walnut St	06/08/22	Fence - replacement of existing non-conf		2,000.00	50.00			
2022-0183	145 Reiter Rd	06/08/22	Pool - Inground w/ alarms and enclosure		40,000.00	100.00			
2022-0184	2315 Lapham Rd	06/08/22	(RI 21-16) Addition over garage	1,561.00		305.67			
2022-0185	333 Center St	06/08/22	Fence - 4'h in rear yard		4,350.00	50.00			
2022-0186	120 Gypsy Ln	06/08/22	Addition of 3 season room	120.00	30,000.00	100.00			
2022-0187	548 North St	06/08/22	Single Family Dwelling - Rebuild fire-da	2,793.00	250,000.00	1027.55			
2022-0188	144 Sycamore St	06/09/22	Accessory Dwelling Unit (VB approved 6/6	741.00		289.35			
2022-0189	980 Center St	06/09/22	Fence - 4'h in rear yard		3,000.00	50.00			
2022-0190	211 Greenwood Dr	06/09/22	Detached Garage	924.00	40,000.00	173.60			
2022-0191	1560 Grover Rd	06/14/22	Single Family Dwelling with Attached Gar	3,019.00		1106.65	200.00		
2022-0192	750 Oakwood Ave	06/15/22	Replace front porch posts, floor joists	244.00	2,500.00	71.60			
2022-0193	1476 Mill Rd	06/15/22	(RI 21-409) Inground Pool w/ Alarms and			50.00			
2022-0194	738 Main St	06/15/22	(RI 21-214) Addition - demo existing add	1,752.00		339.10			
2022-0195	1722 Blakeley Rd	06/15/22	Egress Window @ basement		8,500.00	100.00			
2022-0196	South St	06/15/22	Pavilion (pre-built)	240.00		71.00			
2022-0197	1246 Grover Rd	06/15/22	Inground Pool - new pool to replace exis		30,000.00	100.00			
2022-0198	376 Girard Ave	06/16/22	Fence - 6'h in front yard along Maple Rd		6,400.00	50.00			
2022-0199	150 Bowen Rd	06/17/22	Special Permit - Chickens - ZBA #1404 -			10.00			
2022-0200	139 King St	06/17/22	(RI 21-239) Addition - Sunroom, bedroom	1,270.00		223.95			
2022-0201	725 Davis Rd	06/17/22	Antenna Replacement - Verizon Wireless		25,000.00	50.00			

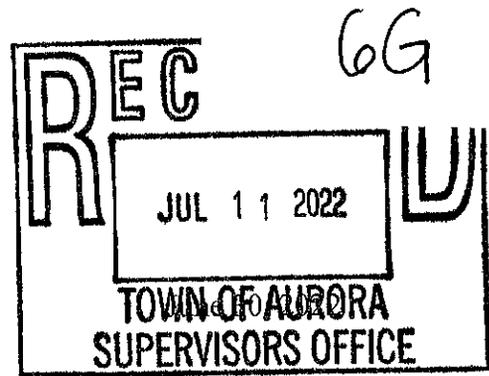
Permit#	Location	Issued	Description	Square Ft	Project Cost	Permit Fee	Rec Fee	Water Fee	Sec Dep
2022-0202	277 Perry St	06/21/22	Deck	180.00	8,000.00	62.00			
2022-0203	1938 Boies Rd	06/21/22	(RI 21-110) Pool deck	640.00		65.00			
2022-0204	817 Main St	06/21/22	Inground pool with alarms, window latch		56,692.00	100.00			
2022-0205	31 Paine St	06/22/22	Pole Barn	512.00	8,000.00	111.80			
2022-0206	206 West Fillmore Ave	06/22/22	Remove interior wall, revise lighting	121.00	6,000.00	100.00			
2022-0207	645 South St	06/23/22	(RI 21-208) Finish existing unfinished 2	870.00		167.25			
2022-0208	982 Center St	06/24/22	Pool Deck	85.00	4,250.00	47.75			
2022-0209	166 South Grove St	06/24/22	Temporary Signs for Revive Wesleyyn Churc		300.00	25.00			
2022-0210	20 Stewart Ct	06/24/22	(RI 21-265) Pool - Above Ground w/ Alarm			25.00			
2022-0211	364 Main St	06/24/22	Sign - permanent ground sign @ Revive We	15.00	5,475.00	60.00			
2022-0212	312 Center St	06/24/22	Fence - 6'h wood at side and rear yard		2,000.00	50.00			
2022-0213	892 Center St	06/24/22	(RI 21-47) Addition and Renovation	902.00		172.85			
2022-0214	892 Center St	06/24/22	Fence - 3.5'h in front yard		2,000.00	50.00			
2022-0215	788 Grover Rd	06/27/22	Demo - 2 car detached garage (original p			50.00			
2022-0216	169 Olean St	06/27/22	New roof over existing patio & new stair	180.00	4,000.00	62.00			
2022-0217	1414 Quaker Rd	06/27/22	Single Family Dwelling with Attached Gar	4,903.00	489,675.00	1766.05	200.00		
2022-0218	549 Girard Ave	06/28/22	Fence - 42" h in rear yard		4,000.00	50.00			
2022-0219	280 Greenwood Ct	06/28/22	Rooftop Mounted Solar PV System	1,042.00	49,000.00	154.20			
2022-0220	669 Main St	06/28/22	Wall opening and fire rated door connect	200.00		100.00			
2022-0221	106 Sycamore St	06/28/22	REV 717/22 - rebuild porch floor and wal	2.00	500.00	35.30			
2022-0222	331 North St	06/28/22	Addition - 2nd floor (2 bedrooms, full b	337.00	8,000.00	182.95			
2022-0223	1919 Boies Rd	06/29/22	Shed - Prebuilt	372.00	12,900.00	90.80			
2022-0224	22 Creekstone Dr.	06/29/22	Single Family Dwelling with Attached Gar	2,883.00	539,175.00	1059.05	200.00		
2022-0225	1584 Bailey Rd	06/29/22	Pool - Above ground with alarm		6,447.00	50.00			
2022-0226	252 Glenridge Rd	06/29/22	Wood Shed	48.00	1,050.00	42.20			
2022-0227	700 Davis Rd	06/29/22	Single Family Dwelling with Attached Gar	5,442.00	680,000.00	1954.70	200.00		
2022-0228	51 Paine St	06/29/22	(RI 21-107) Upper Deck and Pergola	291.00		21.82			
2022-0229	51 Paine St	06/29/22	French door, lower deck and stairs betwe	280.00	15,000.00	77.00			
2022-0230	245 Geneva Rd	06/30/22	Deck @ Pool	148.00	15,400.00	57.20			
2022-0231	28 Idlewood Dr	06/30/22	Deck and Patio	320.00	10,000.00	83.00			

Permit#	Location	Issued	Description	Square Ft	Project Cost	Permit Fee	Rec Fee	Water Fee	Sec Dep
2022-0232	1268 Blakeley Rd	06/30/22	(RI 20-438) Shed (pole construction)	300.00		22.50			

Total Count: 59 3,664,063.00 17733.61 1200.00



**Agriculture
and Markets**



*7/11/22
email sent
address*

James Bach
Town Supervisor - Town of Aurora
300 Glead Ave
East Aurora, NY 14052

Enclosed is the **Dog Control Officer Inspection Report** completed on **06/21/2022**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, DCO services were rated "Satisfactory". Please make note of any comments listed on the report.

Dog control officer services are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in DCO services.

If you have any questions regarding this inspection, please call me.

Ann Marie Brade
Animal Health Inspector
(585) 480-0600

DOG CONTROL OFFICER INSPECTION REPORT - DL-89Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **6/21/22 12:30 pm****Elizabeth Deveso
251 Quaker Road
East Aurora NY 14052**Inspector: **Ann Marie Brade**Inspector #: **72**

These are the findings of an inspection of your facility on the date(s) indicated above:

- | | |
|---|-----|
| 1. Equipment is available for proper capture and holding | Yes |
| 2. Dogs are held and transported safely | Yes |
| 3. Equipment maintained in clean and sanitary condition | Yes |
| 4. Veterinary care is provided when necessary | Yes |
| 5. Dogs are euthanized humanely | Yes |
| 6. Complete seizure and disposition records are maintained for all seized dogs | Yes |
| 7. Dogs transferred for purposes of adoption in compliance with Article 7 | Yes |
| 8. Redemption period is observed before adoption, euthanasia or transfer | Yes |
| 9. Owners of identified dogs are properly notified | Yes |
| 10. Redeemed dogs are licensed before release | Yes |
| 11. Proper impoundment fees paid before dogs are released | Yes |

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
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1403	Town of Aurora
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Additional Information for Inspection:

Number of Dogs Seized:

Number of dogs seized since previous inspection: 33

Associated Municipal Shelter(s):

Name of Shelter(s): Aurora Dog Shelter

Holding Facility:

Dogs held before transport to shelter? (Yes/No): No

Location(s): N/A

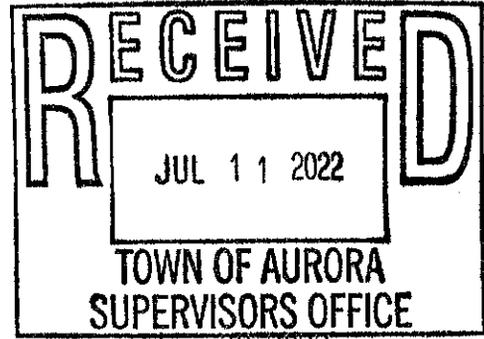
REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Elizabeth Deveso**
TITLE: **Dog Control Officer**

REVIEWED BY: **Emily Cacchione**
REVIEWED DATE: **06/29/2022**



**Agriculture
and Markets**



June 30, 2022

*2/11/22 -
e-mailed
correct address*

James Bach
Town Supervisor - Town of Aurora
300 Gleed Ave
East Aurora, NY 14052

Enclosed is the **Municipal Shelter Inspection Report** completed on **06/21/2022**. This inspection relates to Agriculture and Markets Laws and Regulations which may be viewed on the website below.

As the report indicates, dog shelter services were rated "Satisfactory". Please make note of any comments listed on the report.

Municipal dog shelters are subject to inspection by this agency on a regular basis.

Please notify this office within 30 days of any changes in municipal shelter services.

If you have any questions regarding this inspection, please call me.

Ann Marie Brade
Animal Health Inspector
(585) 480-0600

MUNICIPAL SHELTER INSPECTION REPORT - DL-90Rating: **Satisfactory365**Purpose: **Inspection**DATE/TOA: **6/21/22 12:30 pm****AURORA DOG SHELTER
251 QUAKER ROAD
EAST AURORA NY 14052**Inspector: **Ann Marie Brade**Inspector #: **72**

These are the findings of an inspection of your facility on the date(s) indicated above:

1. Shelter is structurally sound	Yes
2. Housing area and equipment is sanitized regularly	Yes
3. Repairs are done when necessary	Yes
4. Dogs are handled safely	Yes
5. Adequate space is available for all dogs	Yes
6. Light is sufficient for observation	Yes
7. Ventilation is adequate	Yes
8. Drainage is adequate	Yes
9. Temperature extremes are avoided	Yes
10. Clean food and water is available and in ample amount	Yes
11. Veterinary care is provided when necessary	Yes
12. Dogs are euthanized humanely, by authorized personnel	Yes
13. Complete intake and disposition records are maintained for all seized dogs	Yes
14. Dogs transferred for purposes of adoption in compliance with Article 7	Yes
15. Redemption period is observed before adoption, euthanasia or transfer	Yes
16. Owners of identified dogs are properly notified	Yes
17. Redeemed dogs are licensed before release	Yes
18. Proper impoundment fees paid before dogs are released	Yes
19. Written contract or lease with municipality	Yes

Town - City - Village Information for Inspection:

TCV CODE	TCV NAME
1403	Town of Aurora

REMARKS:

REPRESENTATIVE PRESENT FOR INSPECTION: **Liz Deveso**
TITLE: **Dog Control Officer**

REVIEWED BY: **Emily Cacchione**
REVIEWED DATE: **06/29/2022**