

3B

Town of Aurora
Warrant Report

Unposted Batch Totals					
Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
Unposted Batch Grand Totals		\$0.00	\$0.00	\$0.00	\$0.00

Fund	Fund Description	Posted Batch Totals				Total
		Invoice Batch	Manual Checks	Purchase Cards		
A00	GENERAL FUND	Paid \$125,952.91	Unpaid \$0.00	Paid \$8,585.29	Unpaid \$0.00	Paid \$134,538.20
B00	PART TOWN FUND	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
B00	HIGHWAY PART TOWN FUND	\$27,568.85	\$0.00	\$864.92	\$0.00	\$28,433.77
L30	CONSOLIDATED LIGHTING DIST.	\$97.54	\$0.00	\$0.00	\$0.00	\$97.54
L40	CONSOLIDATED LIGHTING DIST.	\$63.10	\$0.00	\$0.00	\$0.00	\$63.10
SF0	FIRE PROTECTION DIST. NO 1	\$3,301.93	\$0.00	\$0.00	\$0.00	\$3,301.93
SG0	GARBAGE & RESOURCE RECOV. DIST	\$0.00	\$0.00	\$71,186.46	\$0.00	\$71,186.46
TA0	TRUST AND AGENCY	\$284.86	\$0.00	\$0.00	\$0.00	\$284.86
ZP0	PRIVATE WATER SYSTEM	\$0.00	\$0.00	\$16.01	\$0.00	\$16.01
Posted Batch Grand Totals		\$157,294.19	\$0.00	\$80,652.68	\$0.00	\$237,946.87

Fund	Fund Description	Report Grand Totals				Total
		Invoice Batch	Manual Checks	Purchase Cards		
A00	GENERAL FUND	Paid \$125,952.91	Unpaid \$0.00	Paid \$8,585.29	Unpaid \$0.00	Paid \$134,538.20
B00	PART TOWN FUND	\$25.00	\$0.00	\$0.00	\$0.00	\$25.00
B00	HIGHWAY PART TOWN FUND	\$27,568.85	\$0.00	\$864.92	\$0.00	\$28,433.77
L30	CONSOLIDATED LIGHTING DIST.	\$97.54	\$0.00	\$0.00	\$0.00	\$97.54
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ZP0	PRIVATE WATER SYSTEM	\$0.00	\$0.00	\$16.01	\$0.00	\$16.01
Grand Totals		\$157,294.19	\$0.00	\$80,652.68	\$0.00	\$237,946.87

V#5
1720 - 1771

GA

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

MEMO

TO: Town Supervisor Snyder and Town Board
FROM: Richard Miga, Assistant Code Enforcement Officer
DATE: December 8, 2025

The Building Department has accepted a Site Plan application for 50 Center Ridge Road, (SBL #187.02-2-17), as submitted by Empire Solar, is located in the Rural Residential - zoning district. This application is for the installation of rooftop solar system with a 32.190 kW DC output and of 76 panels in total on a single-family dwelling.

Town Code section 95A-5D requires site plan approval for any building-mounted, ground-mounted and roof-mounted solar energy systems capable of producing more than 25 kW of energy.

Town Code section 95-2A requires the Town Board to refer to the Site Plan application to the Planning Board for their review and recommendation.

This is an Unlisted action for purposes of SEQR.

If you have any questions, please contact me at 652-7591.

Richard Miga

**TOWN OF AURORA
SITE PLAN REVIEW APPLICATION**

Date submitted: 10/22/2025

Applicant name: Empire Solar Solutions LLC

Applicant Phone/Email: (845) 317-8019, permits@empiresolar.ny.com

Applicant address: 2-8 Johnes St. Newburgh, NY 12550

Property owner: Thomas Miller

Owner's address 50 Center Ridge Rd. East Aurora, NY 14052

Property address: 50 Center Ridge Rd. East Aurora, NY 14052

SBL # (s) 187.02-2-17

Prior owner _____

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

=====

Proposed Project: New installation for a 32.19 kW roof mounted solar array. 74 Hyundai 435 W panels w/ 2 Tesla Powerwall 3 Inverters.

Commercial _____ Multi family _____ Number of dwelling units 1

Zone: RR Total property Acreage: 0.75 Acreage covered by bldg 0.056

Square footage of building: _____ Cubic footage of building: _____

Aggregate square footage of other buildings on property: _____

Fees, based on number of improved acres*

**Additional professional services, including but not limited to traffic study and SEQRA review, utilized by the Town during the review process shall be borne by the applicant*

0-1 Acres: \$250

1.01-5 Acres: \$500

5.01-10 Acres: \$1,000

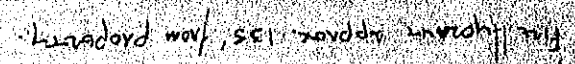
>10 Acres: \$1,500

Fee: \$ 250.00 OK #18163

Receipt: # 713504

Received by M. L. L. 12/9/2025
Town Clerk/Deputy Clerk

SEQOR action: _____ Type I (Long EAF) _____ Type II (Long EAF) _____ Unlisted (Short EAF)



SUBLOT
18

227.00' S 88°19'52" W

SUBLOT 17
MAP COVER 2776

_____ = fence

FOUND
IRON

145.00'
N 01° 40' 08" W

Thomas Miller Residence

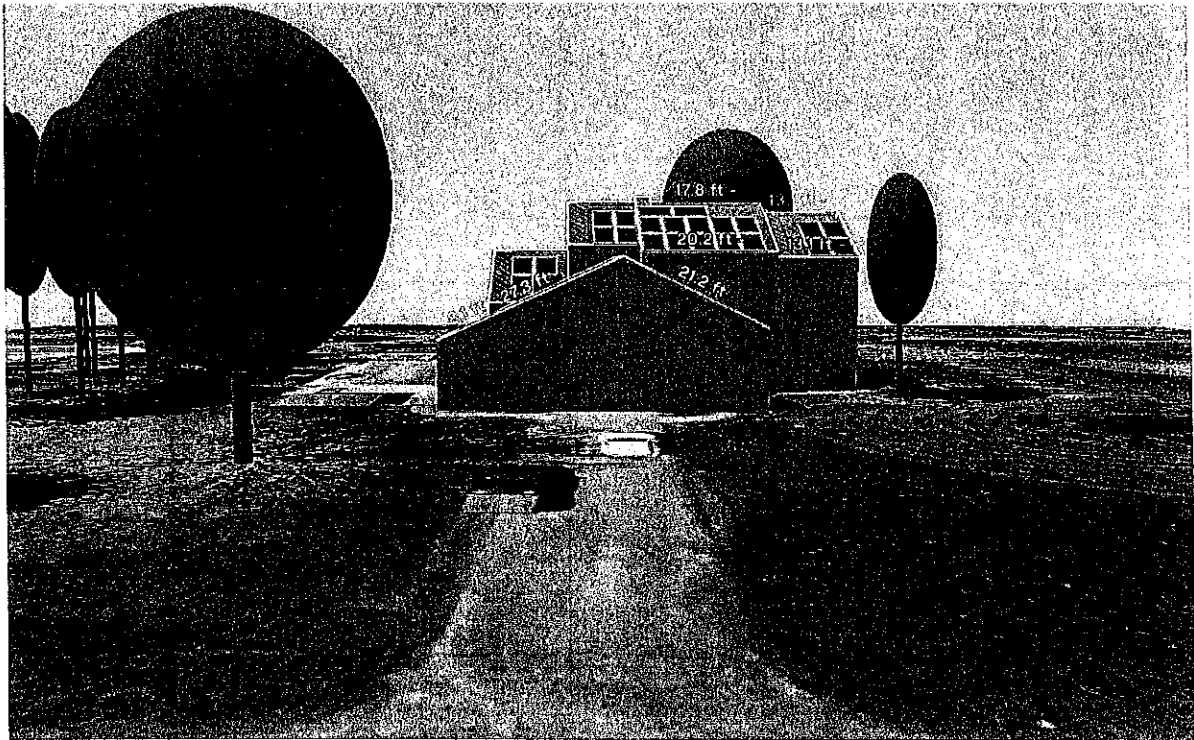
50 Center Ridge Rd. East Aurora, NY 14052



3D Rendering of Panels – Aerial View of Neighborhood

Thomas Miller Residence

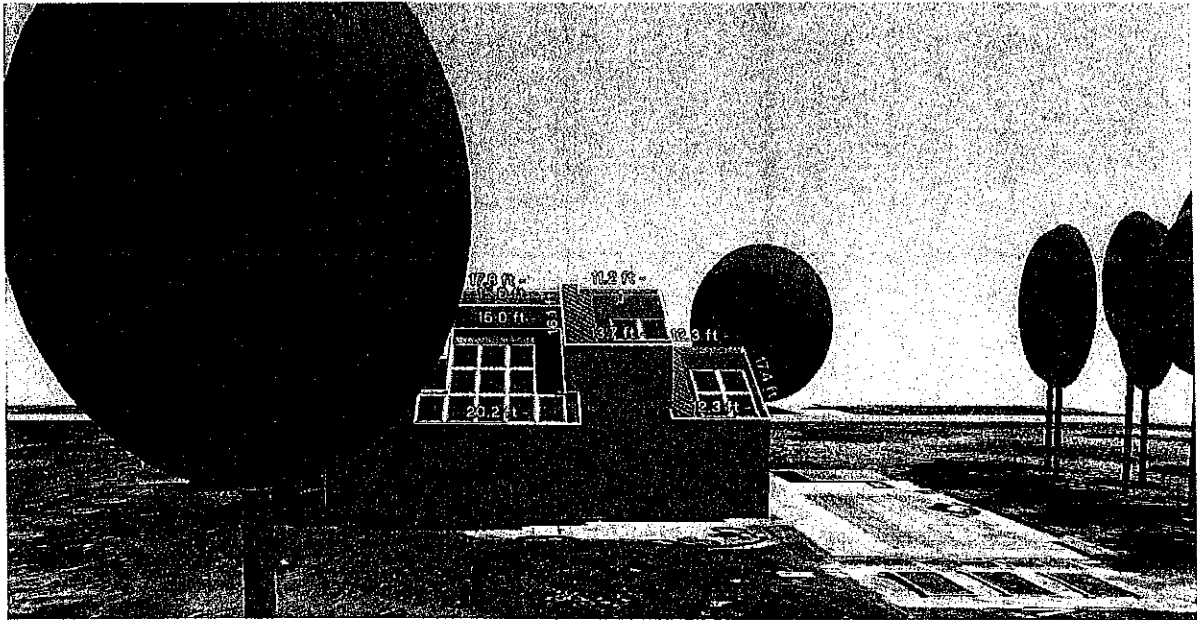
50 Center Ridge Rd. East Aurora, NY 14052



3D Rendering of Panels – Front of House

Thomas Miller Residence

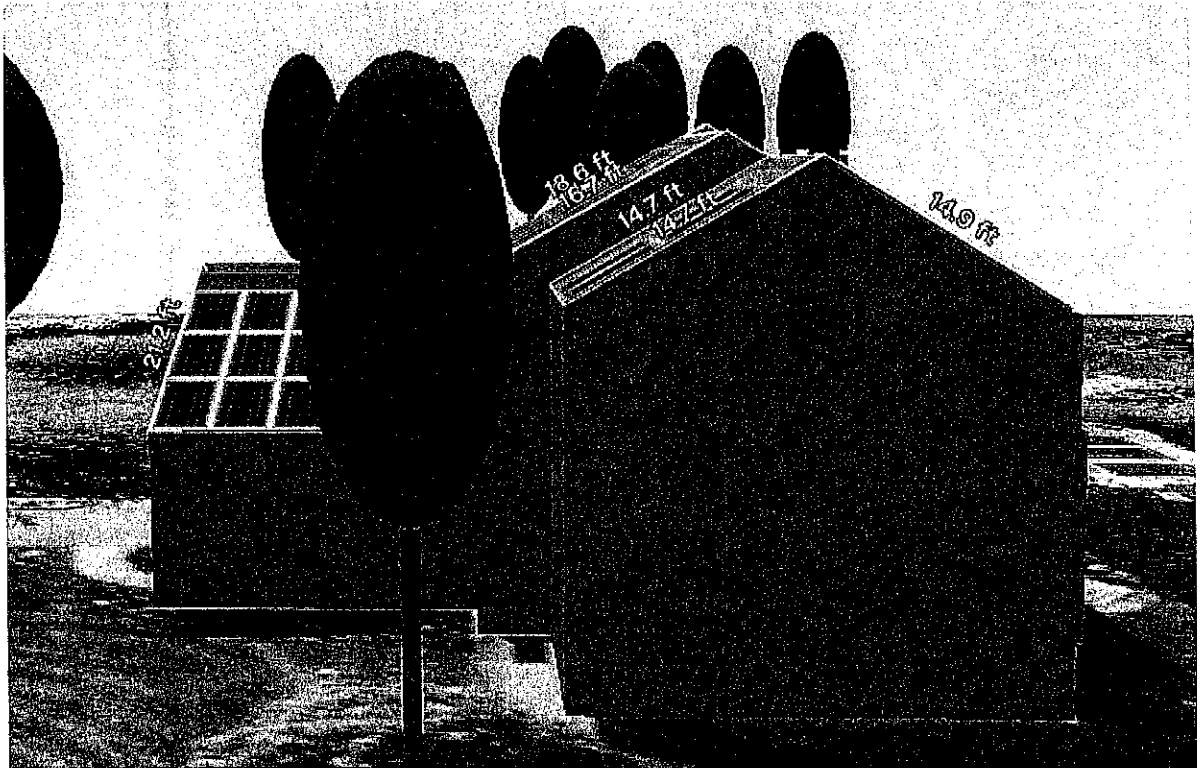
50 Center Ridge Rd. East Aurora, NY 14052



3D Rendering of Panels – Back of Home

Thomas Miller Residence

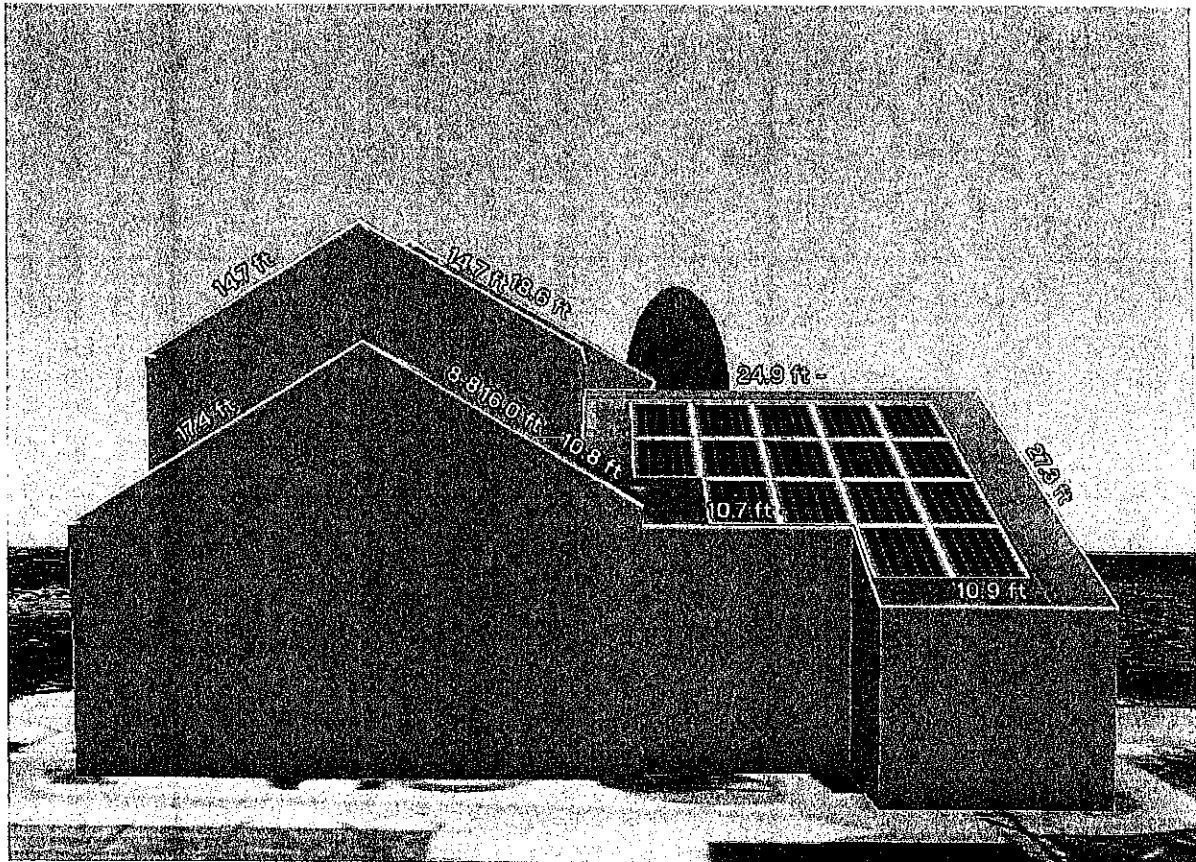
50 Center Ridge Rd. East Aurora, NY 14052



3D Rendering of Panels – North Side of Home

Thomas Miller Residence

50 Center Ridge Rd. East Aurora, NY 14052



3D Rendering of Panels – South Side of Home

6B

TOWN OF AURORA

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

MEMO

TO: Supervisor Snyder and Town Board Members
FROM: Richard Miga, Assistant Code Enforcement Officer
DATE: December 11, 2025
REFERENCE: Town Code 65-4I – Expired Building Permit

PROPERTY OWNER:

Caryn Rowell (Caryn Dujanovich on permit application)
558 Center Street
East Aurora, NY 14052

The property at 558 Center Street (SBL: 175.00-2-15) has an expired permit. As stated in Town Code Chapter 65-4I – Time Limits, building permits shall become invalid unless the authorized work is commenced within six months following the date of issuance and a building permit shall expire 12 months after the date of issuance. The permit 2024-014 has been expired since 7/22/25 and has an outstanding final building inspection to complete the permit application.

Notices of Expiration were sent to the owner on 6/1/25 and 7/23/25 in regular mail and Notices of Violation were sent to the owner via certified mail on 9/11/25, 9/26/25, and 10/20/25.

The Building Department requests this violation be referred ~~to Justice Court~~ for judicial action. Attached are the notices and supplemental documentation.

If you have any questions, please contact me at 652-7591.

Richard Miga

6C



Professional Services Agreement (US)

Reference no: 12683684

This Professional Services Agreement (hereinafter "Agreement") is effective this ____ day of _____, 20____, ("Effective Date") between GHD Consulting Services Inc., a New York corporation (hereinafter "GHD") and Town of Aurora (hereinafter "Client") (which are collectively referred to as the "Parties" or individually as a "Party"). In consideration of the mutual promises set forth herein, the Parties agree as follows:

1. Scope of work.

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

2. Changes in the services.

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

3. Payment for services.

- a. For services rendered on a time plus expense basis:
 - i. The fees will be in accordance with the fee schedule set forth in the Scope of Work. GHD's rates stated in the fee schedule are subject to revision on a periodic basis, following notice to Client. Personnel rates are all-inclusive, including overhead and profit.
 - ii. GHD shall be reimbursed for all reasonable expenses actually incurred in connection with the services, plus reasonable markup as specified in the Scope of Work, plus reasonable travel and living expenses of GHD staff; communication and technology charges; printing and reproduction costs; photographic expenses; advertising for bids; special delivery and express charges; and costs of providing and maintaining site offices, supplies, and equipment.
 - iii. For services performed or goods supplied by GHD's subcontractors, Client shall pay GHD for the cost of such services or goods plus markup, as specified in the Scope of Work.
- b. For services rendered on a lump sum, unit price, or fixed fee basis, Client shall pay GHD for services that are rendered on a percentage complete or task complete basis as specified in the Scope of Work. The fees are all-inclusive, including overhead and profit, and apply to all labor.

- c. Unless otherwise agreed, GHD will invoice Client monthly for services completed. Payment of GHD invoices shall be due upon receipt by Client. Invoices not paid within thirty (30) calendar days shall be subject to an assessed interest charge of eighteen percent (18%) per annum or the highest amount allowed by law, whichever is less. If Client disputes an invoice, Client shall notify GHD in writing within thirty (30) calendar days of the invoice date identifying the cause of the dispute and paying that portion of the invoice not in dispute. Failure of Client to notify GHD of any disputed amounts within the specified time shall deem the invoice accepted by Client. Interest shall not accrue on any disputed amount.
- d. GHD reserves the right without penalty to suspend performance of services in the event Client fails to pay all amounts which are not subject to a bona fide dispute within forty-five (45) calendar days from the invoice date. All suspensions shall extend the completion date of any affected project commensurately unless otherwise agreed to by the Parties.

4. Insurance.

GHD agrees to carry throughout the term of this Agreement insurance policies of the following types and with the following limits, unless otherwise agreed in writing, and will provide certificates of insurance upon request to evidence such insurance:

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

5. Documents and data.

- a. Client shall be responsible for, and GHD may rely upon, the accuracy and completeness of all requirements, instructions, reports, data, documents, site information, and other information furnished by Client to GHD pursuant to this Agreement ("Client Data"). Client warrants that it owns all rights to, or otherwise has rights to use and disclose, Client Data required to meet Client obligations set forth herein. Client agrees to grant and hereby grants to GHD a non-exclusive, royalty-free license to use Client Data and perform all acts with respect to Client Data as necessary to perform the Scope of Work. GHD shall have no obligation to validate the content of Client Data for content, accuracy, usability or for any other purpose.
- b. Client acknowledges that project or site information previously provided by Client (or by a third party on Client's behalf) to GHD personnel not engaged in the provision of the services hereunder shall not be deemed to have been provided to or known by GHD personnel that are engaged in the provision of the services hereunder.
- c. Client shall review any reports, plans, designs, drawings, specifications, bids, proposals, and any other work prepared or furnished by GHD under this Agreement (the "Work Product") before it is finalized. Client shall make decisions within a reasonable time and carry out its other responsibilities in a timely manner so as not to delay the services. Client shall give prompt written notice to GHD whenever Client observes or otherwise becomes aware of any failure by GHD to provide services that meet the standard of care established in this Agreement.
- d. At the request of GHD, Client shall provide GHD with the following information (which shall also be considered "Client Data") to the extent such information is in Client's possession and is pertinent to the Scope of Work, as determined by GHD:
 - i. all criteria and full information as to Client's requirements; copies of all design and construction standards which Client will require to be included in GHD's work; copies of Client's standard terms, conditions, and related documents for GHD to include in bidding documents, when applicable; and
 - ii. any other available information pertinent to the project, including, without limitation, reports and data relative to previous designs or investigations; environmental, geological, and geotechnical conditions of the project site and all surrounding area at or adjacent to the project site; and insofar as such information is not available, Client agrees to pay GHD for the reasonable cost of obtaining the same such information.
- e. If applicable to the Scope of Work, Client shall be responsible for providing information, to the extent such information is within Client's possession, (which shall also be considered "Client Data") regarding the location of all known subsurface structures at the project site including but not limited to pipes, tanks, sewer, and utilities (power, phone, cable, gas, water, etc.).

- f. If the Scope of Work includes subsurface digging, drilling, or other invasive work, upon GHD's review of Client Data, if any, and compliance with any notice requirements to all utilities concerning the possible location of underground utilities, and following any on-site marking or notification in writing to GHD from such utilities, in addition to other indemnity provisions in this Agreement, to the extent not prohibited by law, Client shall release GHD from and defend, indemnify, and hold GHD harmless from and against all costs, liability, loss, and expense whatsoever (including, without limitation, consequential or indirect damages, attorneys' fees, court costs, and expenses) arising out of the subsurface work, to the extent such work causes or contributes to: (i) any disruption of service to users or damage for business interruption, production losses, or loss of revenues, profits, data or use; (ii) any damage to or destruction of any subsurface structure; (iii) any injury or damage to property or injury to or the death of any persons; (iv) any other damage, loss, or liability whatsoever; or (v) the assertion or filing of any claim, cause of action, or judgment whatsoever relating to such matters, unless such damage results from GHD's negligence, recklessness, or willful misconduct.
- g. Client agrees that GHD may use Client Data to add insight, analytics, and data science to the services and/or to provide or suggest additional solutions or services to Client. Client acknowledges and agrees GHD may store Client Data on a cloud computing service (e.g., Microsoft Azure, Amazon Web Services, etc.) and which may be transmitted to or stored outside the County or origin, subject to applicable laws.
- h. Client acknowledges and agrees that GHD may obtain and aggregate technical and other data related to the services that is: (i) is anonymized and presented in a way which does not reveal Client's identity; and (ii) may be combined with historical or recent data and information of other clients or additional data sources ("Aggregated Data"). Client agrees that all right, title, and interest in Aggregated Data, including all intellectual property rights, are hereby assigned to and owned solely by GHD. GHD may reproduce, distribute, display, make publicly available, and otherwise use the Aggregated Data for any business purpose, during and after the term of this Agreement.

6. Confidentiality.

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

7. Independent contractor and subcontracting.

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

8. Site access and safety.

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

9. Hazards, materials, and samples.

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

10. Standard of care.

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

11. Indemnity and liability.

- a. Subject to the limitations of Section 11(d) and Section 11(e) below, GHD agrees to indemnify and hold harmless Client (including its officers, directors and employees) from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) the failure of GHD to comply in material respects with federal, state, provincial and/or local laws and regulations applicable to the services; (ii) a breach by GHD of this Agreement; or (iii) the negligence or willful misconduct on the part of GHD in performing the services.

- b. Subject to the limitations of Section 11(d) and Section 11(e) below, Client agrees to indemnify and hold harmless GHD (including its parents, subsidiaries, affiliates, and the officers, directors, employees, agents, subcontractors, and any successors or assigns) from and against losses, damages, liabilities, and expenses (including reasonable legal fees, court costs, and costs of investigation) to the proportionate extent caused by: (i) a breach by Client of this Agreement; (ii) the negligence or willful misconduct of Client; or (iii) any condition existing at the project site prior to the arrival of GHD of which GHD had no actual knowledge and over which GHD had no control.
- c. The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- d. TO THE MAXIMUM EXTENT PERMITTED BY LAW, FOR ANY DAMAGE CAUSED BY NEGLIGENCE, INCLUDING ERRORS, OMISSIONS, OR OTHER ACTS; OR FOR ANY DAMAGES BASED IN CONTRACT; OR FOR ANY OTHER CAUSE OF ACTION; GHD'S LIABILITY, INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND SUBCONTRACTORS, SHALL BE STRICTLY LIMITED TO THE LESSER OF THE AGREEMENT VALUE OR \$1,000,000. NOTWITHSTANDING THE PRECEDING SENTENCE, IF THE AGREEMENT VALUE IS LESS THAN \$50,000, GHD'S LIABILITY SHALL BE LIMITED TO \$50,000.
 CLIENT'S LIABILITY TO GHD (NOT INCLUDING PAYMENT OBLIGATIONS), INCLUDING THAT OF ITS EMPLOYEES, AGENTS, DIRECTORS, OFFICERS, AND CONTRACTORS, WILL BE LIMITED TO \$1,000,000.
 THE LIMITATIONS IN THIS PARAGRAPH SHALL NOT APPLY TO DAMAGE RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY CAUSING SUCH DAMAGE.
- e. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT OR OTHERWISE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, AND/OR DAMAGES RESULTING FROM BUSINESS INTERRUPTION OR THE LOSS OF PROFITS, REVENUE, OPPORTUNITY, ANTICIPATED SAVINGS, USE, DATA AND/OR GOODWILL. THIS MUTUAL WAIVER IS APPLICABLE, WITHOUT LIMITATION, TO ALL DAMAGES CONTEMPLATED IN THIS SECTION 11(E) THAT MIGHT OTHERWISE BE INCLUDED WITHIN A PARTY'S INDEMNIFICATION OBLIGATIONS.

12. Intellectual property.

- a. GHD's Work Product is deemed to be instruments of service and GHD shall retain ownership and property interests therein, however, GHD hereby grants Client, upon Client's payment to GHD of amounts properly due under this Agreement, a non-exclusive, non-transferable, non-sublicensable, license to use the Work Product or make and retain copies for information and reference, to effectuate to the purpose contemplated by the Scope of Work. Any reuse or modification of the Work Product without written verification or adaptation by GHD for the specific purpose intended will be at Client's sole risk and without liability to GHD and Client agrees to defend, indemnify, and hold harmless GHD from all claims, damages, losses, and expenses including attorneys' fees or other costs arising out of or resulting from Client's such unauthorized use.
- b. Client acknowledges that inventions, works, products, software, copyrights, patents, derivative works, trade secrets, trademarks and service marks (including all goodwill), domain names, social media sites, moral rights, publicity rights, and privacy rights and any other materials which were created, conceived, or reduced to practice prior to or independently of this Agreement by GHD, and trade secrets, know how, methodology, and processes of GHD whether or not related to the Scope of Work (hereinafter the "Background IP") shall remain the property of GHD. To the extent that any Background IP is incorporated into the Work Product and on the condition that Client has fully paid GHD for the Work Product, GHD hereby grants Client a limited, nonexclusive, nontransferable, perpetual, irrevocable, royalty-free, paid-up, license to utilize the Background IP solely with respect to the purpose contemplated by the Scope of Work.

13. Termination.

- a. Client will have the right to terminate this Agreement at any time with or without cause, based solely on Client's convenience, provided that GHD is provided thirty (30) calendar days advance written notice of the termination. Client shall pay GHD for all services performed and expenses incurred prior to the effective date of termination, including but not limited to costs to cancel or suspend subcontracts, and other related close-out costs.

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

14. Dispute resolution.

Both Parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. Following notification of a dispute, the Parties shall have five (5) business days from the date of notification to begin negotiations and fifteen (15) business days from the notification date to complete negotiations, unless otherwise agreed in writing. If any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. The Parties shall have forty-five (45) business days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the Parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the Parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system in the courts of general jurisdiction where the project site is located. IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY. For the avoidance of doubt, GHD's statutory or other right, if any, to file a lien for Client's nonpayment will not be conditioned upon or subject to the dispute resolution rules contained in this Section.

15. Records and audit.

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

16. Force majeure.

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

17. Notice.

Notices pertaining to this Agreement shall be in writing and deemed to have been duly given if delivered in person, by prepaid overnight express delivery service, or by registered or certified mail with postage prepaid and return receipt requested, or when sent by email and upon the receipt by the sending party of written confirmation by the receiving party, provided, however, that an automated email confirmation of delivery or read receipt shall not constitute such confirmation, to the respective Party's authorized representative identified below, or at such other address as may be changed by either Party by giving written notice thereof to the other:

	GHD	Client
Attention:	Camie Jarrell, PE	Charles D. Snyder
Address:	285 Delaware Avenue, Suite 500 Buffalo, New York 14202	575 Oakwood Avenue East Aurora, New York 14052
Email:	camie.jarrell@ghd.com	supervisor@townofaurora.com
Telephone:	716 362-8879	716 652-7590

18. Miscellaneous.

a. Third party beneficiaries.

This Agreement does not and is not intended to confer any rights or remedies upon any person other than the Parties.

b. Municipal advisor rule.

GHD's services do not include serving as a "municipal advisor" or advising Client or any other entity in any manner regarding municipal financial products or municipal securities.

c. Reliance.

GHD's Work Product shall not be relied upon, and Client shall not allow GHD's Work Product to be relied upon, by any third party entity or person without GHD's prior written consent, which shall be granted only if such third party requests and is granted the right to rely prior to the commencement of the services and such third party has (i) executed GHD's standard form reliance agreement and (ii) paid any fees specified in the Scope of Work. Client will indemnify and hold harmless GHD against any claim by, or liability to, a third party arising from reliance on the Work Product in violation of this Section.

d. Waiver.

No failure or delay by either Party in exercising any right, power, or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any such right, power, or privilege preclude any other or further exercise thereof.

e. Successors and assignment.

Neither Party may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) in this Agreement without the written consent of the other Party. The obligations of the Parties under this Agreement will not terminate upon any attempted assignment that violates this Agreement. Any assignment or attempted assignment violating this Agreement is void. Notwithstanding the preceding provisions of this Section, Client hereby agrees that this Agreement may be assigned to another entity within the GHD group of companies that will be directly or indirectly wholly owned by GHD Group Limited (a "Related Entity"). Any such Related Entity shall assume all GHD's liabilities, duties, and obligations in, to, and under this Agreement, which assignment may be effected without any prior notice or action on the part of GHD provided that GHD shall give notice of such assignment to Client as soon as reasonably practicable. Client agrees to execute and deliver any documents as may be reasonably requested to evidence consent to such assignment.

f. Conflict of Interest.

GHD and its Related Entities are engaged by a wide variety of clients, some of whom may be competitors, suppliers, or customers of Client, or other parties with conflicting legal and/or business interests to Client, including, without limitation, in relation to the services provided to Client by GHD. In accordance with applicable professional standards, and except as set out below, GHD will not use any confidential information regarding Client in connection with its engagements with other clients and will establish safeguards to manage conflicts, which may include, in GHD's reasonable discretion, the use of separate personnel and data access controls. Client further agrees that GHD may, in its sole discretion, disclose the fact or general nature of its engagement for Client to (i) internally to Related Entities in order to check against potential conflicts of interest, and (ii) to the extent reasonably required in order to obtain the

consent of another entity or individual for GHD to act for such entity or individual, or for Client, in connection with this Agreement or any future engagement.

g. Severability and survival.

The Parties agree that, in the event one or more of the provisions or a portion thereof of this Agreement should be declared void or unenforceable, the remaining provisions shall not be affected and shall continue in full force and effect. The Parties also agree that the obligations and representations which by their nature are intended to survive the termination of this Agreement, including but not limited to those pertaining to indemnification, limitations of liability, and intellectual property, shall survive the termination of this Agreement.

h. Governing law.

This Agreement shall be governed by the laws of the State in which the project site is located.

i. No Construction or adverse inference.

The Parties have been provided an opportunity to negotiate the terms of this Agreement. The terms and conditions contained therein shall not be construed in favor of or against any Party.

j. Language preference.

It is the express wish of the Parties that this Agreement and all related documents, including notices and other communications, be drawn up in the English language only. Il est la volonté expresse des parties que cette Entente et tous les documents s'y rattachant, incluant les avis et les autres communications, soient rédigés et signés en anglais seulement.

k. Authority to sign.

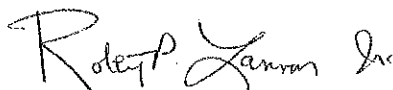
Each of the persons signing below on behalf of any Party hereby represents and warrants that they are signing with full and complete authority to bind the Party on whose behalf they are signing to every term of this Agreement. This Agreement may be executed in counterparts, each of which will be deemed an original and which together will constitute one and the same instrument.

l. Entire agreement.

This Agreement, including all attached Exhibits and documents referenced in those Exhibits, constitute the complete and final agreement between GHD and Client regarding the subject matter hereof. This Agreement supersedes all prior or contemporaneous communications, representations, undertakings, or understandings of the Parties, whether oral or written, relating to the services and subject matter of this Agreement, except to the extent that such prior communications have explicitly been incorporated into the Agreement or one of the attached Exhibits. Modifications of this Agreement shall not be binding unless made in writing and signed by an authorized representative of each Party.

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

GHD
GHD
Consulting
Services Inc.



Robert P. Lannon Jr, PE
Project Director

Client

Name: _____
Title: _____

285 Delaware Avenue, Suite 500
Buffalo, New York 14202
United States
www.ghd.com



Our ref: 12683684

Original Sent Via Email

December 05, 2025

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

Proposal | 2026 Town Engineering Services

Dear Mr. Snyder:

GHD appreciates the opportunity to serve as the Town of Aurora's (Town) engineering consultant since 1992. We value the strong working relationship developed over the years and respectfully submit our proposal for engineering services for the 2026 calendar year.

1. Town Engineering Support Team

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

Camie Jarrell, PE, will serve as the Town's main point of contact and coordinate the provision of Town engineering services. She has 24 years of general municipal and civil engineering experience and has been responsible for a variety of engineering tasks and projects including feasibility studies, infrastructure design, drainage system analysis, site planning, grant and permit applications, stormwater pollution prevention plans, and MS4 compliance reviews. Camie has served as engineering representative to the Town for the past several years and has provided technical reviews for the Planning Board including stormwater pollution prevention plan (SWPPP) design/reviews. Camie also serves as the representative Planning Consultant for the Towns of Lewiston and Niagara and serves as Town Engineer for the Town of Hamburg.

Jacob (Jake) Kocic will provide support to Camie, as required. Jake has a bachelor's degree in environmental engineering and has been with GHD for 8 years. He has since been involved in design, planning, construction oversight, and engineering studies focusing on municipal water, wastewater, and stormwater projects. Recent responsibilities have included project permit and environmental review coordination including New York State Environmental Quality Review (SEQR) and State Historic Preservation Office (SHPO) reviews. Jake is also a qualified stormwater inspector.

2. Scope of Services

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

2.1 General Engineering Retainer Services

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

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

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

2.2 Planning Support Services

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

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

We will provide Planning Board support services at a fixed, discounted hourly rate of \$175 per hour for labor hours expended, to a not-to-exceed upset limit of \$10,000 annually.

2.3 General Municipal Support Services

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

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

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

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

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

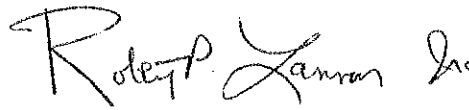
Thank you for the opportunity to submit this proposal. We look forward to assisting you in 2026.

Regards,



Camie Jarrell, PE
Project Manager

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



Robert P. Lannon Jr., PE
Project Director

+1 716 362-8806
robert.lannon@ghd.com



TOWN OF AURORA SENIOR CENTER

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

6B-1

MEMO

TO: SUPERVISOR CHARLES SNYDER & TOWN BOARD MEMBERS

FROM: DONNA BODEKOR, SENIOR CITIZEN RECREATION LEADER

DATE: December 17, 2025

I am asking the Town Board to accept a donation of \$500.00 from the Atkion Club of East Aurora. I am asking that the money be placed line TA1000.900. We plan to purchase a new cabinet with the donation. The Atkion Club meets here monthly in our building.



TOWN OF AURORA SENIOR CENTER

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

6 D-2

MEMO

TO: SUPERVISOR CHARLES SNYDER & TOWN BOARD MEMBERS

FROM: DONNA BODEKOR, SENIOR CITIZEN RECREATION LEADER

DATE: December 8, 2025

I am asking the Town Board to accept a donation of \$100.00 from Buffalo Area Day Lily Society. I am asking that the money be placed line TA1000.900. The group meets monthly in our building.



TOWN OF AURORA SENIOR CENTER

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

60-3

MEMO

TO: SUPERVISOR CHARLES SNYDER & TOWN BOARD MEMBERS

FROM: DONNA BODEKOR, SENIOR CITIZEN RECREATION LEADER

DATE: December 8, 2025

I am asking the Town Board to accept a donation of \$350.00 from the Southtown Needlenuts. I am asking that the money be placed line TA1000.900. The group meets monthly in our building.



6E

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:

[Handwritten Signature]

DATE:

12/16/05

1. \$

400

FROM:

A 7110.410

ACCT NO.

Parks Fuel + Oil

ACCT TITLE

\$ 3488.41

CURRENT BALANCE

TO:

A 7110.444

ACCT NO.

Parks Landscaping + Supplies

ACCT TITLE

\$ (354.86)

CURRENT BALANCE

REASON: Unplanned Fall expenses

2. \$

9,321

FROM:

DB 5112.433

ACCT NO.

Permanent Improvement Materials

ACCT TITLE

\$9,321.17

CURRENT BALANCE

TO:

DB 5142.449

ACCT NO.

Winter Materials + supplies

ACCT TITLE

\$27,134.33

CURRENT BALANCE

REASON: we are done with permanent road work. Might need for road salt.

3. \$

FROM:

ACCT NO.

ACCT TITLE

CURRENT BALANCE

TO:

ACCT NO.

ACCT TITLE

CURRENT BALANCE

REASON:

4. \$

FROM:

ACCT NO.

ACCT TITLE

CURRENT BALANCE

TO:

ACCT NO.

ACCT TITLE

CURRENT BALANCE

REASON:

5. \$

FROM:

ACCT NO.

ACCT TITLE

CURRENT BALANCE

TO:

ACCT NO.

ACCT TITLE

CURRENT BALANCE

REASON:

APPROVALS:

SUPERVISOR SIGNATURE :

Date:

TOWN BOARD MEETING APPROVAL DATE:

Action #:

6E

Kathleen Moffat

From: Elizabeth Deveso
Sent: Wednesday, December 17, 2025 11:50 AM
To: Kathleen Moffat
Subject: RE: Budget Amendment

Thank you. Please transfer \$441 instead.
Liz

From: Kathleen Moffat <kmoffat@townofaurora.com>
Sent: Wednesday, December 17, 2025 10:59 AM
To: Elizabeth Deveso <edeveso@townofaurora.com>
Subject: Budget Amendment

Hi Liz,

As of the November P-Card posting, the following line is over budget:

- A 7110.444 by \$440.85

You submitted a budget transfer for \$400. Please let me know how to proceed to cover the entire shortage.

Thank you.

Kathleen Moffat
Assistant to the Supervisor, Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052
(716)652-7590



Kathleen Moffat

From: Elizabeth Deveso
Sent: Thursday, December 18, 2025 3:57 PM
To: Kathleen Moffat
Subject: RE: Overspent Budget Lines

Hi. Please change the existing budget transfer to \$449 to cover the cost of the sign that is going to be put at the kayak launch at Majors. We should be all done with Parks expenses now.
Thanks!
Liz

From: Kathleen Moffat <kmoffat@townofaurora.com>
Sent: Thursday, December 18, 2025 3:03 PM
To: Elizabeth Deveso <edeveso@townofaurora.com>
Subject: Overspent Budget Lines

Hi Liz,

As of the 12/22 abstract, the following lines are overspent:

- DB 5110.410.1 by \$187.32
- A 7110.444 by \$449.00

Kathleen Moffat

Assistant to the Supervisor, Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052
(716)652-7590

