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LEGAL NOTICE
TOWN OF AURORA
PUBLIC HEARING
on the
2027 Preliminary Operating Budget

Notice is hereby given that the Preliminary Operating Budget of the Town of Aurora for the fiscal year beginning January 1, 2027 has been completed and filed in the office of the Aurora Town Clerk where it is available for inspection by any interested persons during regular business hours, and

Further notice is hereby given that the Aurora Town Board will meet and review said budget and hold a public hearing thereon at 6:30 PM on the 26th day of October, 2026 in the Aurora Municipal Center meeting room, 575 Oakwood Avenue, East Aurora, New York, and that at such hearing any person may be heard in favor of or against the budget as compiled, or for or against any item or items therein contained, and

Further notice is hereby given pursuant to Section 108 of New York State Town Law that the following are proposed yearly salaries of the Town of Aurora Officials to wit:

Councilmember \$15,600.00; Councilmember \$15,600.00; Councilmember \$15,600.00; Councilmember \$15,600.00; Town Justice \$42,358.00; Town Justice \$42,358.00; Supervisor \$49,952.00; Town Clerk \$79,438.00; Town Clerk – Registrar \$1,040.00; Town Clerk – Webmaster \$4,219; Superintendent of Highways \$81,821.00; Superintendent of Highways – Parks \$13,576.00; Superintendent of Highways – Building Director \$6,922.00; Superintendent of Highways – Water Director \$1,137.00; Superintendent of Highways – Dog Control Director \$12,800.00; Superintendent of Highways – Bridge Director \$6,028.

Jeanne H. Viger
Town Clerk

Town of Aurora
Warrant Report

3B

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

Posted Batch Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
A00	GENERAL FUND	Paid \$10,000.00 Unpaid \$0.00	Paid \$0.00 Unpaid \$0.00	Paid \$0.00 Unpaid \$0.00	Paid \$10,000.00 Unpaid \$0.00
Posted Batch Grand Totals		\$10,000.00	\$0.00	\$0.00	\$10,000.00

Report Grand Totals

Fund	Fund Description	Invoice Batch	Manual Checks	Purchase Cards	Total
A00	GENERAL FUND	Paid \$10,000.00 Unpaid \$0.00	Paid \$0.00 Unpaid \$0.00	Paid \$0.00 Unpaid \$0.00	Paid \$10,000.00 Unpaid \$0.00
Grand Totals		\$10,000.00	\$0.00	\$0.00	\$10,000.00

Abstract of claims 10/12/14
voucher # 1234

Town of Aurora
Warrant Report

ABSTRACT OF CLAIMS 10/26/2026
VOUCHERS # 1240-1286
P-CARD VOUCHER # 1287

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

Posted Batch Totals

Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	
A00	GENERAL FUND	\$40,227.29	\$0.00	\$0.00	\$0.00	\$19,036.64	\$0.00	\$59,263.93
B00	PART TOWN FUND	\$865.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$865.41
DB0	HIGHWAY PART TOWN FUND	\$42,798.39	\$0.00	\$0.00	\$0.00	\$837.57	\$0.00	\$43,635.96
H70	VILLAGE BRIDGE REPAIRS	\$18,631.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,631.29
H80	SALT BARN PROJECT	\$6,431.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,431.81
L30	CONSOLIDATED LIGHTING DIST.	\$61.16	\$0.00	\$0.00	\$0.00	\$896.49	\$0.00	\$957.65
L40	CONSOLIDATED LIGHTING DIST.	\$39.55	\$0.00	\$0.00	\$0.00	\$666.48	\$0.00	\$706.03
SG0	GARBAGE & RESOURCE RECOV. DIST	\$0.00	\$0.00	\$0.00	\$0.00	\$76,037.57	\$0.00	\$76,037.57
SRO	RUBBISH COLLECTION DISTRICT #1	\$14,197.99	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$14,197.99
TA0	TRUST AND AGENCY	\$280.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280.69
ZP0	PRIVATE WATER SYSTEM	\$606.03	\$0.00	\$0.00	\$0.00	\$45.78	\$0.00	\$651.81
Posted Batch Grand Totals		\$124,139.61	\$0.00	\$0.00	\$0.00	\$97,520.53	\$0.00	\$221,660.14

Report Grand Totals

Fund	Fund Description	Invoice Batch		Manual Checks		Purchase Cards		Total
		Paid	Unpaid	Paid	Unpaid	Paid	Unpaid	
A00	GENERAL FUND	\$40,227.29	\$0.00	\$0.00	\$0.00	\$19,036.64	\$0.00	\$59,263.93
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TA0	TRUST AND AGENCY	\$280.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$280.69
ZP0	PRIVATE WATER SYSTEM	\$606.03	\$0.00	\$0.00	\$0.00	\$45.78	\$0.00	\$651.81
Grand Totals		\$124,139.61	\$0.00	\$0.00	\$0.00	\$97,520.53	\$0.00	\$221,660.14

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



TOWN CLERK
JEANNE H. VIGER
(716) 652-3280
townclerk@townofaurora.com

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

SA

MEMO _____

TO: Town Board

FROM: Martha Librock

RE: Cemetery Fund – Use of Fund Balance

DATE: October 22, 2026

Approval is respectfully requested that the Town Board rescind Action #367 from the October 13, 2026 meeting and approve the following to correct an overdrawn appropriation line in the Cemetery Fund (CE).

Decrease CE0-0599 –Fund Balance by \$113

Increase Appropriation line CE0-8810-0401 Repairs by \$113

5B

TOWN BOARD RESOLUTIONS

Renovation of Town of Aurora Justice Court Space at 571 Main Street

WHEREAS, the Town of Aurora Justice Court occupies a portion of the building owned by the Village of East Aurora at 571 Main Street, East Aurora, New York (the "Building"), pursuant to the Intermunicipal Agreement Sharing of Municipal Facilities between the Town and the Village dated January 14, 2019, and Lease Agreement (B) - 571 Main Street attached thereto (collectively, the "2019 Agreement"); and

WHEREAS, Paragraph 6 of Lease Agreement (B) permits the Town to make alterations and additions to the Town-occupied space at its own expense, subject to the approval of the Village; and

WHEREAS, the Town has caused plans and specifications to be prepared by Fontanese Folts Aubrecht Ernst Architects, P.C. for interior renovations to the Justice Court space on the second floor of the Building, including architectural, raised judge's platform, mechanical, plumbing and electrical work (the "Project"), and has publicly advertised for and received bids for the Project; and

WHEREAS, the Town proposes to undertake the Project at the Town's sole cost and expense and at no cost to the Village; and

WHEREAS, Article 5-G of the General Municipal Law, including Section 119-o thereof, authorizes the Town and the Village to enter into agreements for the cooperative provision and sharing of municipal facilities; and

WHEREAS, there has been presented to this Town Board a proposed Intermunicipal Agreement between the Town and the Village for the Renovation of the Town of Aurora Justice Court Space at 571 Main Street (the "IMA"), which sets forth the Village's consent to the Project and the terms under which it will be performed.

NOW, THEREFORE, BE IT RESOLVED, that the Town Board hereby approves the IMA in substantially the form presented at this meeting, and authorizes and directs the Supervisor to execute the IMA on behalf of the Town; and be it further

RESOLVED, that the Project Costs shall be paid from Town of Aurora Capital Project H3, which was approved and established by the Town Board March 23, 2026, and no cost of the Project shall be charged to the Village; and be it further

RESOLVED, that the Supervisor is authorized to take all further actions, and execute such further documents, as are reasonably necessary to carry out the intent of this resolution, provided that no construction work shall begin until the IMA has been approved by the Board of Trustees of the Village of East Aurora and executed by both parties; and be it further

RESOLVED, that the Town Clerk is directed to forward a certified copy of this resolution to the Village Clerk of the Village of East Aurora; and be it further

RESOLVED, that this resolution shall take effect immediately.

INTERMUNICIPAL AGREEMENT

TOWN COURT RENOVATIONS: 571 MAIN STREET

THIS INTERMUNICIPAL AGREEMENT (this "Agreement") is made as of the ____ day of _____, 2026 (the "Effective Date"), by and between the **TOWN OF AURORA**, a municipal corporation of the State of New York, with offices at 575 Oakwood Avenue, East Aurora, New York 14052 (the "Town"), and the **VILLAGE OF EAST AURORA**, a municipal corporation of the State of New York, with offices at 571 Main Street, East Aurora, New York 14052 (the "Village") (the Town and the Village, each a "Party" and together the "Parties").

RECITALS

WHEREAS, Article 5-G of the New York General Municipal Law, including Section 119-o thereof, authorizes municipal corporations to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis, and to provide for the sharing of municipal facilities; and

WHEREAS, the Town and the Village are parties to that certain Intermunicipal Agreement Sharing of Municipal Facilities dated January 14, 2019, together with the lease agreements attached thereto and made a part thereof, including Lease Agreement (B) 571 Main Street (collectively, the "2019 Agreement"), all of which are attached hereto as Exhibit A, pursuant to which the Village, as owner of the building located at 571 Main Street, East Aurora, New York (the "Building"), permits the Town to occupy and use a portion of the Building for the Town of Aurora Justice Court, including the court room, the adjoining meeting room, the court offices and the common area and entrance (the "Court Premises"), without payment of rent; and

WHEREAS, Paragraph 6 of Lease Agreement (B) of the 2019 Agreement provides that the Town may make alterations and additions at its own expense to the Town-occupied property at 571 Main Street, subject to the approval of the Village, which approval shall not be unreasonably withheld or delayed; and

WHEREAS, the Town has retained Fontanese Folts Aubrecht Ernst Architects, P.C. (the "Architect") to prepare plans and specifications for "Renovations to: Town of Aurora Town Courts," consisting of the Project Manual and Bid Drawing Set for the renovation of the second floor of the Building, including, without limitation, architectural removals and new work, a raised judge's platform, and related mechanical (HVAC), plumbing and electrical work, attached hereto as Exhibit B (collectively, as the same may be modified by addenda and change orders, the "Plans"), and the Town has publicly advertised for and received sealed bids for a single lump-sum general construction contract for such work; and

WHEREAS, the Town desires to undertake and complete the renovation of the Court Premises substantially in accordance with the Plans (the "Project"), at the Town's sole cost and expense and at no cost to the Village, and the Village is willing to consent to the Project on the terms and conditions set forth herein; and

WHEREAS, the Town Board of the Town and the Board of Trustees of the Village have each, by resolution, approved this Agreement and authorized its execution;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of the mutual benefits to the residents of the Town and the Village, the Parties agree as follows:

1. VILLAGE CONSENT TO PROJECT

2.1 The Village hereby consents to the Town's performance of the Project within the Court Premises and, to the extent shown on the Plans, within the common areas of the Building, substantially in accordance with the Plans. The Village acknowledges that it has received and reviewed the Plans.

2.2 Any change order or modification to the Plans that (a) affects the structure of the Building, the roof, or the Building's base mechanical, electrical, plumbing, fire alarm or life-safety systems serving areas outside the Court Premises; (b) affects any area of the Building occupied by the Village or its Police Department; or (c) materially changes the scope of the Project, shall require the prior written approval of the Village, which approval shall not be unreasonably withheld, conditioned or delayed. The Village shall respond to any request for approval within ten (10) business days after receipt; [failure to respond within such period shall be deemed approval]. Change orders not described in this Section 2.2 may be approved by the Town without Village approval, provided the Town gives the Village a copy thereof.

2.3 The Village designates its Mayor (the "Village Representative"), and the Town designates its Supervisor (the "Town Representative"), as the persons authorized to act for their respective Parties in day-to-day matters under this Agreement.

3. PROJECT COSTS

3.1 The Town shall bear one hundred percent (100%) of all costs and expenses of the Project, including, without limitation, architectural and engineering fees; surveys and testing (including the asbestos and hazardous materials survey described in Section 5); abatement and disposal of hazardous materials required to be disturbed by Project work in the Project area; permits and fees; the construction contract price and all change orders; bonds and insurance required of the Town's contractors; temporary protection; and the cost of repairing any damage to the Building to the extent caused by the Project (collectively, "Project Costs"). Project Costs shall not include the cost of correcting any Pre-Existing Condition (as defined in Section 3.4).

3.2 The Village shall have no obligation to pay, contribute to, appropriate funds for, or reimburse the Town for any Project Costs, and the Town shall not charge or offset any Project Costs against any amount due to the Village under the 2019 Agreement or any other agreement between the Parties. Nothing in this Agreement shall be construed to alter the allocation of costs for any Police Department renovation under Paragraph 6(a) or 6(b) of Lease Agreement (B), which is not part of the Project.

3.3 The Town represents that it has appropriated or will, prior to award of the construction contract, appropriate funds sufficient to pay the Project Costs.

3.4 If, during the Project, the Town or its contractors discover any defect, deficiency or code violation in the structure, roof, foundation, or base building electrical, plumbing, HVAC, fire alarm or life-safety systems of the Building that existed prior to commencement of the Project and was not caused by the Project (a "Pre-Existing Condition"), the Town shall promptly notify the Village. The Village shall, at its sole cost and consistent with its obligations under Paragraphs 3 and 4 of

Lease Agreement (B), correct such Pre-Existing Condition, or authorize the Town's contractor to correct it at the Village's cost, in either case within a time frame that does not delay the Project. Any delay or added cost to the Project resulting from the Village's failure to timely address a Pre-Existing Condition shall be borne by the Village.

4. PROCUREMENT AND PERFORMANCE OF THE WORK

4.1 The Town shall act as "Owner" under the construction contract and all other contracts for the Project and shall be solely responsible for the procurement, award, administration and payment of such contracts. The Village shall not be a party to any such contract and shall have no liability thereunder.

4.2 The Town shall cause the Project to be procured and performed in compliance with all applicable laws, including, without limitation, Section 103 of the General Municipal Law. The Town shall cause its contractors to obtain all required building permits and approvals from the authority having jurisdiction.

4.3 The Town shall require its general contractor to furnish a performance bond and a payment bond, each in a penal sum of one hundred percent (100%) of the contract price, issued by a surety authorized to do business in the State of New York.

4.4 The Town shall use good faith efforts to cause the Project to achieve substantial completion within the contract time established in the construction contract, and shall keep the Village Representative reasonably informed of the Project schedule. The Town shall have no liability to the Village for delays in the Project caused by its contractors, unforeseen conditions, or other causes beyond the Town's reasonable control.

5. HAZARDOUS MATERIALS

5.1 Prior to commencement of any demolition or construction work, the Town shall, at its sole cost, cause an asbestos survey of all areas to be disturbed by the Project to be performed by a firm and personnel holding the licenses and certifications required by Article 30 of the Labor Law and 12 NYCRR Part 56 (Industrial Code Rule 56), and shall provide a copy of the survey report to the Village.

5.2 If asbestos-containing materials or other hazardous materials are identified in the Project area, the Town shall, at its sole cost, cause such materials to be abated, handled and disposed of by duly licensed contractors in compliance with all applicable federal, state and local laws, including air monitoring and clearance testing where required. The Town shall coordinate any abatement work with the Village so as to protect the occupants of the Building.

5.3 Nothing in this Agreement shall make the Town responsible for hazardous materials located outside the areas disturbed by the Project, or for conditions that are not disturbed or exacerbated by the Project, all of which shall remain the responsibility of the Village as owner of the Building. If hazardous materials outside the Court Premises must be abated to perform the Project, the Parties shall confirm in writing the allocation of such cost prior to the abatement work.

6. ACCESS, COORDINATION AND OCCUPIED BUILDING

6.1 The Village grants to the Town, the Architect, and the Town's contractors and their subcontractors a license to enter the Building and the surrounding parking lot for the purposes of

performing the Project, subject to this Agreement and to reasonable rules established by the Village for the security and operation of the Building and provided to the Town in writing in advance, which rules shall not unreasonably interfere with the performance of the Project.

6.2 The Parties acknowledge that the Building will remain occupied during the Project, including by the Village Police Department. The Town shall cause its contractors to (a) perform the work in a manner that minimizes interference with Village and Police Department operations; (b) give the Village Representative reasonable notice of work affecting occupied areas or common areas, and of any interruption of utility, mechanical, electrical, fire alarm or communications services, which interruptions shall be scheduled with the Village's approval; (c) maintain exits, entrances and driveways clear and maintain existing fire alarm and life-safety systems in operation; and (d) comply with the Village's security requirements, including any restrictions on access to Police Department areas.

6.3 The Town shall be responsible for arranging the relocation or temporary operation of the Justice Court during construction, if required, at its sole cost.

7. INSURANCE AND INDEMNIFICATION

7.1 The Town shall require its general contractor and all subcontractors to maintain the insurance required by the construction contract documents and shall require that the Village, its officers, employees and agents be named as additional insureds on a primary and non-contributory basis under the contractors' commercial general liability, umbrella/excess and automobile liability policies, including completed operations coverage, with a waiver of subrogation in favor of the Village. The Town shall deliver to the Village certificates of insurance and additional insured endorsements before any work commences.

7.2 The Town shall require its general contractor to defend, indemnify and hold harmless the Village, its officers, employees and agents, to the fullest extent permitted by law (including Section 5-322.1 of the General Obligations Law), from claims arising out of the performance of the Project.

7.3 To the extent permitted by law, the Town shall defend, indemnify and hold harmless the Village, its officers, employees and agents from and against any and all claims, suits, damages, losses, liens and expenses, including reasonable attorneys' fees, arising out of or resulting from the Project, including the acts or omissions of the Town, the Architect, or the Town's contractors and subcontractors, except to the extent caused by the negligence or willful misconduct of the Village, its officers, employees or agents. This Section is in addition to, and not in limitation of, Paragraph 14 of Lease Agreement (B).

7.4 Each Party shall continue to maintain the insurance required by Paragraph 12 of Lease Agreement (B) during the Project. The Town shall notify its property insurer, and the Village shall notify its property insurer, of the Project as may be required by their respective policies.

8. LIENS. The Town shall cause any notice of lien or claim filed in connection with the Project against the Building, the Village or any funds of the Village to be discharged, bonded or

otherwise satisfied within sixty (60) days after the Town receives written notice thereof from the Village, at no cost to the Village.

9. OWNERSHIP OF IMPROVEMENTS

9.1 All improvements constructed as part of the Project that are permanently affixed to the Building, including, without limitation, walls, ceilings, finishes, the raised judge's platform, and mechanical, plumbing and electrical work, shall upon installation become part of the Building and the property of the Village, without compensation to the Town except as provided in Section 9.3. The Town shall not be required to remove such improvements or restore the Court Premises to their prior condition upon expiration or termination of the 2019 Agreement.

9.2 Appliances, trade fixtures, furniture, equipment, and Town information technology, telephone, internet and security systems installed by or for the Town shall remain the property of the Town and shall be governed by Paragraphs 3 and 5 of Lease Agreement (B).

9.3 If the Village terminates the Town's occupancy of the Court Premises under the 2019 Agreement terminates or is not renewed, other than by the Town's voluntary election or default, at an time before December 31, 2038, the Village shall reimburse the Town for the unamortized portion of the Project Costs actually paid by the Town, calculated on a straight-line basis over the period from the date of substantial completion through December 31, 2038, within 90 (ninety) days after the date of completion.

10. COMPLETION, WARRANTIES AND MAINTENANCE

10.1 Upon completion, the Town shall deliver to the Village copies of the certificate of occupancy or completion (if issued), final inspection approvals, record (as-built) drawings, operation and maintenance manuals, and warranties for the Project.

10.2 The Town shall enforce all contractor guarantees and warranties for the Project, including the contractor's one-year guarantee against defects in materials and workmanship, and to the extent assignable, shall make such warranties available to the Village for the benefit of the Building.

10.3 Following completion, the Village shall, at its sole cost, maintain, repair and replace the improvements constructed as part of the Project that constitute electrical, plumbing, HVAC and cosmetic items (including painting, flooring and ceilings) in accordance with Paragraph 3 of Lease Agreement (B), notwithstanding any provision of Paragraph 3 that could be read to require such repairs to be made at the Town's expense, except to the extent the need for repair is caused by the fault of the Town or its guests, employees or agents. During the contractor warranty period, the Town shall enforce the contractor's warranty obligations for defects in the Project work.

11. TERM. This Agreement shall commence on the Effective Date and shall remain in effect until the later of (a) final completion and close-out of the Project and expiration of all contractor warranty periods, or (b) the resolution of any claim arising out of the Project; provided that Sections 3.4, 7, 9 and 10.3 shall survive for so long as the 2019 Agreement (as renewed) remains in effect and thereafter as to claims arising during its term.

12. DISPUTE RESOLUTION

12.1 The Parties shall attempt in good faith to resolve any dispute under this Agreement through discussion between the Town Supervisor and the Village Mayor. Any dispute not so resolved

within thirty (30) days shall be resolved in accordance with Paragraph 11 (Arbitration) of Lease Agreement (B).

13. GENERAL PROVISIONS

13.1 Notices. Notices shall be in writing and delivered by hand, by certified mail, return receipt requested, or by nationally recognized overnight courier, with a courtesy copy by email, addressed: to the Town at 575 Oakwood Avenue, East Aurora, New York 14052, Attention: Supervisor; and to the Village at 571 Main Street, East Aurora, New York 14052, Attention: Mayor; or to such other address as a Party designates by notice.

13.2 Authority. Each Party represents that its execution of this Agreement has been duly authorized by resolution of its governing board, copies of which are attached as Exhibits C and D.

13.3 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties, and no contractor or other person shall have any rights hereunder.

13.4 No Waiver of Immunities. Nothing herein shall waive any immunity, defense or limitation available to either Party under law.

13.5 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party.

13.6 Governing Law. This Agreement shall be governed by the laws of the State of New York.

13.7 Entire Agreement; Amendment. This Agreement, together with the 2019 Agreement, constitutes the entire agreement of the Parties regarding the Project, and may be amended only by a written instrument approved by the governing boards of and signed by both Parties.

13.8 Severability. If any provision of this Agreement is held invalid, the remaining provisions shall remain in full force and effect.

13.9 Counterparts. This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF AURORA

By: _____
Charles D. Snyder, Supervisor

VILLAGE OF EAST AURORA

By: _____
Luke Wochensky, Mayor

Exhibit A
2019 Agreement

Exhibit B

Project Plans

Project Manual and Bid Drawing Set, Renovations to: Town of Aurora Town Courts, prepared by Fontanese Folts Aubrecht Ernst Architects, P.C., as amended by addenda

Exhibit C

Resolution of the Town Board of the Town of Aurora

Exhibit D

Resolution of the Board of Trustees of the Village of East Aurora

INTERMUNICIPAL AGREEMENT
SHARING OF MUNICIPAL FACILITIES

Agreement made this 14th day of January, 2019, by and between

TOWN OF AURORA
A municipal corporation
300 Gleed Avenue
East Aurora, New York 14052

Hereinafter referred to as the "TOWN"

AND

VILLAGE OF EAST AURORA
A municipal corporation
571 Main Street
East Aurora, New York 14052

Hereinafter referred to as the "VILLAGE"

WHEREAS, by authority of Article 5-G of the General Municipal Law of the State of New York, the parties may enter into a binding agreement to share municipal facilities, and

WHEREAS, the terms and provisions of the agreement are by the authority of Section 119-o of the General Municipal Law of the State of New York, and

WHEREAS, the Town desires to occupy and use a portion of the building of the Village located at 571 Main Street for the purpose of the Town of Aurora Justice Court, and

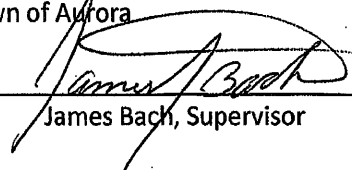
WHEREAS, the Village desires to occupy and use a portion of the building of the Town located at 575-587 Oakwood Avenue for the purpose of its municipal offices.

NOW, THEREFORE, in consideration of the mutual promises, covenants and representations, the parties agree to the following separate lease agreements for the occupancy and use of designated portions of buildings located at 571 Main Street and 575-587 Oakwood Avenue, these lease agreements are made a part of the above INTERMUNICIPAL AGREEMENT SHARING OF MUNICIPAL FACILITIES and are attached as lease Agreements number (A) and (B).

IN WITNESS WHEREOF, the parties have caused their corporate seals to be affixed hereto and their presence to be signed by the respective Supervisor and Mayor, duly authorized so to do, to be attested by the respective Town and Village Clerks having caused their corporate seal to be affixed hereto and their presence to be signed by Supervisor and Mayor, the date and year first above written.

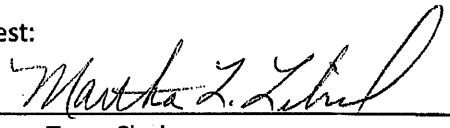
Town of Aurora

By


James Bach, Supervisor

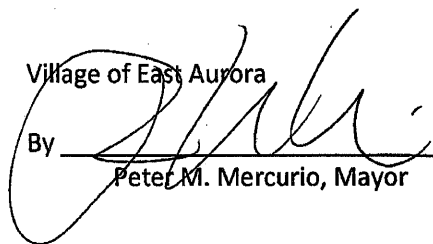
Attest:

By


Town Clerk

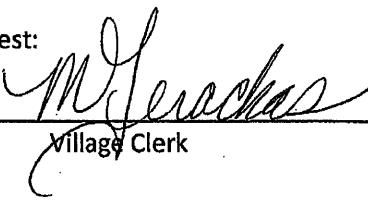
Village of East Aurora

By


Peter M. Mercurio, Mayor

Attest:

By


Village Clerk

(B) LEASE AGREEMENT- 571 MAIN STREET

THIS AGREEMENT made this day of , 2019, between the **Village of East Aurora**, the owner of the property located at 571 Main Street, East Aurora, New York, hereinafter referred to as the "VILLAGE", and deemed the **Landlord** for the purpose of this Lease Agreement, and the **Town of Aurora**, hereinafter referred to as the "TOWN", and deemed the **Tenant** for the purpose of this Lease Agreement agree as follows:

WHEREAS the Town desires to occupy and use a portion of the building of the Village located at 571 Main Street, it is agreed:

1. USE AND OCCUPANCY: The Town agrees to continue the use of the property at 571 Main Street for the purpose of the Town of Aurora Justice Court. The premises and property utilized by the Justice Court shall include but not be limited to the present Court Room, the adjoining meeting room, the Court Offices and the common area and entrance. Attached as Exhibit A is a detailed description of the property.
2. TERM: The term of this agreement shall commence on the 1st day of January, 2019 and shall end on the 31st day of December, 2028. The term shall be extended for an additional ten-year term commencing on the 1st day of January, 2029 and shall continue to be extended on the 1st day of January, each year hereafter unless either party shall notify the other party that it elects to terminate the lease at the termination of the 10-year term then in effect. Notice to terminate the lease at the end of the 10-year term in effect shall be given at least 180 days prior to the date of termination.
3. MAINTENANCE, UTILITIES AND CLEANING. The Village agrees to provide, maintain and clean at its own expense the following items in the space identified in Exhibit A set aside for the use and occupancy by the Town at 571 Main Street including the common areas:
 - (a) Gas, Electric and Water
 - (b) Electrical, plumbing, HVAC
 - (c) Cosmetic necessities (painting and carpeting, including, but not limited to, painting, flooring, ceiling, stairs, except otherwise set forth herein).
 - (d) All items, electrical components and piping necessary to provide that set forth in (a)(b) and (c) in this Article 3.
 - (e) Internet and telephone services may be shared subject to a written Agreement between the parties.

In the absence of fault of guests, employees, and/or agents of the Town causing damage to the above, the Village shall have the responsibility at the Town's expense to repair, replace or restore heating, lighting, plumbing, HVAC apparatus and cosmetic necessities in the space designated for the use and occupancy of the Town, including the common areas, at 571 Main Street.

The Town, in the absence of fault of the guests, employees and/or agents of the Town shall be responsible for the cost of installation, maintenance, repair and replacement

of its own Information Technology, telephone, internet and security systems in the space designated for the use and occupancy of the Town at 571 Main Street.

4. FIRE OR OTHER CASUALTY. In the absence of guests, employees and/or agents of the Town, the cost of repair or restoration of space designated for the use and occupancy of the Town necessitated by fire or other casualty, including, but not limited to, deterioration shall be the responsibility of the Village, except for the cost and repair of the Town's own Information Technology, telephone, internet and security systems referred to above which shall be the responsibility of the Town.
5. APPLIANCES, TRADE FIXTURES AND EQUIPMENT. The Town shall be responsible at its own cost to provide, install and maintain all appliances, trade fixtures, equipment, and other personal property of whatever kind in nature to be used by the Town in the space designated for the use and occupancy of the Town, not including the common areas where the cost shall be the responsibility of the Village.
6. ALTERATIONS AND ADDITIONS. The Town may make alterations and additions at its own expense to the Town occupied property at 571 Main Street subject to the approval of the Village which approval shall not be unreasonably withheld or delayed.
 - a. The costs associated with any New York State or Federally mandated increase, renovation and/or alteration to the building at 571 Main Street for police department operations shall be shared by the Village and Town in accordance with the current, at the time of renovation, "Agreement for Police Services" between the Town and Village. Nothing in this agreement shall be inconsistent, nor in conflict, with said "Agreement for Police Services".
 - b. The costs associated with any non-mandated increase, renovation and/or alteration to the building at 571 Main Street for Police Department operations shall be shared by the Village and the Town, in accordance with the current, at the time of renovation, "Agreement for Police Services" between the Town and Village, subject to approval of the Town, which approval shall not be unreasonably withheld or delayed. Nothing in this agreement shall be inconsistent, nor in conflict, with said "Agreement for Police Services". The Village and Town acknowledge that when the area of the Village Hall currently occupied by Village administrative employees is vacated as a result of the move to 575-587 Oakwood Avenue, that the Village plans renovations for the optimal utilization of space for Police Department operations, including, but not limited to, increased security measures and creation of appropriate interview areas.
7. PARKING LOT. The parking lot and sidewalk surrounding the occupied building at 571 Main Street shall be deemed common areas to be shared by the Town and Village and their respective guests. The Town and Village and their respective guests will share such in accordance with such rules as may from time to time reasonably established by the Village, and the designation of parking spaces, taking into consideration the intent of the INTERMUNICIPAL AGREEMENT SHARING OF MUNICIPAL FACILITIES and this Lease Agreement in particular to establish a parking lot agreement that will accommodate the

needs of the residents, employees and guests of both the Town and the Village. Changes to rules for the use of the parking lot, including the designation of spaces, made by the Village are subject to the approval of the Town which approval shall not be unreasonably withheld or delayed.

The cost of repair and repaving of the parking shall be the responsibility of the Village and shall be made as soon as possible after notification by the Town to the Village that such repair and repaving is reasonably deemed necessary.

8. LANDSCAPING. The cost of maintaining the shrubbery, trees, grass and other landscaping surrounding the occupied building at 571 Main Street shall be the responsibility of the Village.

9. SNOWPLOWING AND SHOVELING. The cost of snow removal of the parking lot and sidewalk surrounding the occupied building at 571 Main Street shall be the responsibility of the Village and shall be done as reasonably needed.

10. ASSIGNMENT, SUBLEASE AND SALE. The Village may not assign or sublease the space occupied by the Town at 571 Main Street without the written consent and approval of the Town which consent and approval shall not be unreasonably withheld or delayed.

The Village shall not sell 571 Main Street to a third party without giving the Town First Option to purchase that building at a negotiated price permitted under Law or for such price which is the same or less than any good faith offer from that third party. The intent to exercise this option by the Town shall be given to the Village without unreasonable delay upon being notified by the Village of its desire to sell 571 Main Street.

11. ARBITRATION. Any dispute or controversy arising between the parties hereunder shall be resolved exclusively through the American Arbitration Association. The Arbitrator shall conduct the arbitration as expeditiously as possible and issue a decision not later than 90 days after the arbitrator has been designated. The determination of the arbitrator shall be final and binding on all parties. Fees and expenses of the arbitrator, as well as the expenses of the prevailing party shall be paid by the non-prevailing party in such arbitration.

12. INSURANCE. Each party shall maintain insurance during the term of this agreement, which shall include public liability and property damage coverage relating to 571 Main Street. The amount of the insurance shall be a single limit policy in the amount of at least \$5,000,000 for bodily injury and property damage liability, public liability, blanket contractual liability, and broad form property damage liability. The Town shall designate the Village on its insurance policy as an additional insured.

13. MUTUAL RESPONSIBILITIES. The Village will be responsible for 571 Main Street other than stated herein with the express understanding that the Town shall not pay any

consideration, rent for the use of designated space and occupancy there, in accordance with the benefits, terms and provisions in this Mutual Agreement sharing of municipal facilities and this Lease Agreement.

14. INDEMNITY. The Village will defend, indemnify, and save harmless the Town from any and all suits, actions, or causes of action of every name and description brought against the Town or Village for or on account of any injuries or damages sustained by any party or parties from the negligence of the Village, its officers, members, agents and/or employees. The Village agrees to reimburse the Town for any and all damages or injury to any real property or personal property of the Town that may arise, directly or indirectly, from the negligence, acts or admissions of the Village, their officers, their members, contractors, agents or employees.

15. NOTICES. Any and all notices shall be addressed as indicated herein, or to such other addresses that may be designated herein by either party commencing with the following:

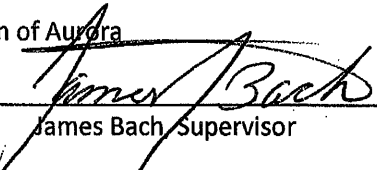
- Town of Aurora, 300 Gleed Avenue, East Aurora; attention Supervisor
- Village of East Aurora, 571 Main Street, East Aurora; attention Mayor.

16. GOVERNING LAW. This agreement shall be construed in accordance with the Laws with the State of New York, and constitute the complete understanding and agreement of the Town and Village. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by the Town and Village.

17. AMENDMENT. This Agreement shall not be amended without the written approval of both parties hereto.

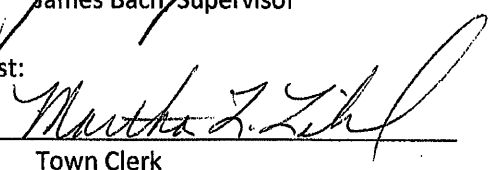
Town of Aurora

By


James Bach, Supervisor

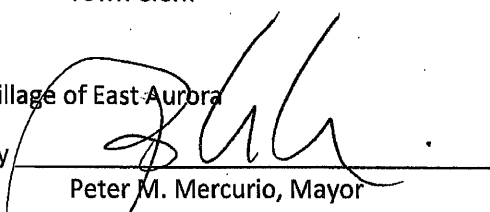
Attest:

By


Town Clerk

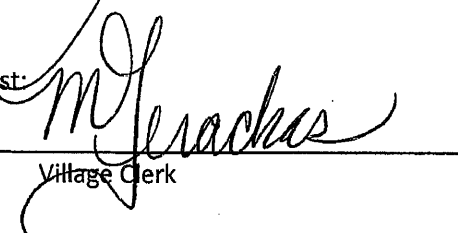
Village of East Aurora

By


Peter M. Mercurio, Mayor

Attest:

By


Village Clerk

(A) LEASE AGREEMENT- 575-587 OAKWOOD AVENUE

THIS AGREEMENT made this _____ day of _____, 2019, between the **Town of Aurora**, the owner of the property located at 575-587 Oakwood Avenue, East Aurora, New York, hereinafter referred to as the "TOWN", and deemed the **Landlord** for the purpose of this Lease Agreement, and the **Village of East Aurora**, hereinafter referred to as the "VILLAGE", and deemed the **Tenant** for the purpose of this Lease Agreement agree as follows:

WHEREAS the Village desires to occupy and use a portion of the building of the Town located at 587 Oakwood Avenue, it is agreed:

1. USE AND OCCUPANCY: The Village agrees to establish its municipal offices at 575-587 Oakwood Avenue in the Village of East Aurora. The location of the Village office space will contain approximately 2700 square feet of space in the "annex" to the Senior Center located at the corner of Oakwood Avenue and King Street. The Village will be provided, by the Town, with a dedicated entrance for the sole use of the Village employees and Village residents for conducting business by and with the Village. The Village will be provided, by the Town, with an annual schedule of use of common areas by the Town. Attached as Exhibit A is a detailed description of the property.
2. TERM: The term of this agreement shall commence on the 1st day of January, 2019 and shall end on the 31st day of December, 2028. The term shall be extended for an additional ten-year term commencing on the 1st day of January, 2029 and shall continue to be extended on the 1st day of January, each year hereafter unless either party shall notify the other party that it elects to terminate the lease at the termination of the 10-year term then in effect. Notice to terminate the lease at the end of the 10-year term in effect shall be given at least 180 days prior to the date of termination.
3. MAINTENANCE, UTILITIES AND CLEANING. The Town agrees to provide and maintain at its own expense the following items in the space identified in Exhibit A set aside for the use and occupancy by the Village at 575-587 Oakwood including the common areas:
 - (a) Gas, Electric and Water
 - (b) Plumbing and HVAC
 - (c) Cosmetic necessities (painting and carpeting, including, but not limited to, painting, flooring, ceiling, stairs, except otherwise set forth herein).
 - (d) All items, electrical components and piping necessary to provide that set forth in (a)(b) and (c) in this Article 3.
 - (e) Internet and telephone services may be shared subject to a written Agreement between the parties.

In the absence of fault of guests, employees, and/or agents of the Village causing damage to the above, the Town shall have the responsibility at the Town's expense to repair, replace or restore heating, lighting, plumbing, HVAC apparatus and cosmetic necessities in the space designated for the use and occupancy of the Village, including the common areas.

The Village, in the absence of fault of the guests, employees and/or agents of the Village shall be responsible for the cost of installation, maintenance, repair and replacement of its own Information Technology, telephone, internet and security systems in the space designated for the use and occupancy of the Village at 575-587 Oakwood.

4. FIRE OR OTHER CASUALTY. In the absence of guests, employees and/or agents of the Village, the cost of repair or restoration of space designated for the use and occupancy of the Village necessitated by fire or other casualty, including, but not limited to, deterioration shall be the responsibility of the Town, except for the cost and repair of the Village's own Information Technology, telephone, internet and security systems referred to above which shall be the responsibility of the Village.
5. APPLIANCES, TRADE FIXTURES AND EQUIPMENT. The Village shall be responsible at its own cost to provide, install and maintain all appliances, trade fixtures, equipment, and other personal property of whatever kind in nature to be used by the Village in the space designated for the use and occupancy of the Village, not including the common areas where the cost shall be the responsibility of the Town.
6. ALTERATIONS AND ADDITION. The Village may make alterations to its space at 575-587 Oakwood Avenue, subject to the approval of the Town, which approval shall not be unreasonably withheld. The cost of the aforementioned alterations made by the Village at 575-587 Oakwood Avenue shall be the responsibility of the Village.
7. PARKING LOT. The parking lot and sidewalk surrounding the occupied building at 575-587 Oakwood shall be deemed common areas to be shared by the Town and Village and their respective guests. The Town and Village and their respective guests will share such in accordance with such rules as may from time to time reasonably established by the Town, and the designation of parking spaces, taking into consideration the intent of the INTERMUNICIPAL AGREEMENT SHARING OF MUNICIPAL FACILITIES and this Lease Agreement in particular to establish a parking lot agreement that will accommodate the needs of the employees and guests of both the Town and the Village. Changes to rules for the use of the parking lot, including the designation of spaces, made by the Town shall be subject to the approval of the Village which approval shall not be unreasonably withheld or delayed.

The cost of repair and repaving of the parking shall be the responsibility of the Town and shall be made as soon as possible after notification by the Village to the Town that such repair and repaving is reasonably deemed necessary.

8. LANDSCAPING. The cost of maintaining the shrubbery, trees, grass and other landscaping surrounding the occupied building at 575-587 Oakwood shall be the responsibility of the Town.

9. SNOWPLOWING AND SHOVELING. The cost of snow removal of the parking lot and sidewalk surrounding the occupied building at 575-587 Oakwood shall be the responsibility of the Town and shall be done as reasonably needed.
10. ASSIGNMENT, SUBLEASE AND SALE. The Town may not assign or sublease the space occupied by the Village at 575-587 Oakwood without the written consent and approval of the Village which consent and approval shall not be unreasonably withheld or delayed.

The Town shall not sell 575-587 Oakwood to a third party without giving the Village First Option to purchase that building at a negotiated price permitted under Law or for such price which is the same or less than any good faith offer from that third party. The intent to exercise this option by the Village shall be given to the Town without unreasonable delay upon being notified by the Town of its desire to sell 575-587 Oakwood.

11. ARBITRATION. Any dispute or controversy arising between the parties hereunder shall be resolved exclusively through the American Arbitration Association. The Arbitrator shall conduct the arbitration as expeditiously as possible and issue a decision not later than 90 days after the arbitrator has been designated. The determination of the arbitrator shall be final and binding on all parties. Fees and expenses of the arbitrator, as well as the expenses of the prevailing party shall be paid by the non-prevailing party in such arbitration.
12. INSURANCE. Each party shall maintain insurance during the term of this agreement, which shall include public liability and property damage coverage relating to 575-587 Oakwood. The amount of the insurance shall be a single limit policy in the amount of at least \$5,000,000 for bodily injury and property damage liability, public liability, blanket contractual liability, and broad form property damage liability. The Village shall designate the Town on its insurance policy as an additional insured.
13. MUTUAL RESPONSIBILITIES. The Town will be responsible for 575-587 Oakwood other than stated herein with the express understanding that the Village shall not pay any consideration, rent for the use of designated space and occupancy there, in accordance with the benefits, terms and provisions in this Mutual Agreement sharing of municipal facilities and this Lease Agreement.
14. INDEMNITY. The Town will defend, indemnify, and save harmless the Village from any and all suits, actions, or causes of action of every name and description brought against the Town or Village for or on account of any injuries or damages sustained by any party or parties from the negligence of the Town, its officers, members, agents and/or employees. The Town agrees to reimburse the Village for any and all damages or injury to any real property or personal property of the Village that may arise, directly or

indirectly, from the negligence, acts or admissions of the Town, their officers, their members, contractors, agents or employees.

15. NOTICES. Any and all notices shall be addressed as indicated herein, or to such other addresses that may be designated herein by either party commencing with the following:

-Town of Aurora, 300 Gleed Avenue, East Aurora; attention Supervisor
-Village of East Aurora, 571 Main Street, East Aurora; attention Mayor.

16. GOVERNING LAW. This agreement shall be construed in accordance with the Laws with the State of New York, and constitute the complete understanding and agreement of the Town and Village. No modification or amendment of any of the provisions hereof shall be valid unless in writing and signed by the Town and Village.

17. AMENDMENT. This Agreement shall not be amended without the written approval of both parties hereto.

Town of Aurora
By James Bach
James Bach, Supervisor
Attest:
By Martha L. Zibul
Town Clerk

Village of East Aurora
By Peter M. Mercurio
Peter M. Mercurio, Mayor
Attest:
By M. Gerackas
Village Clerk

SUPERVISOR
Charles D. Snyder
(716) 652-7590
csnyder@townofaurorany.gov



TOWN CLERK
Jeanne H. Viger
(716) 652-3280
townclerk@townofaurorany.gov

TOWN OF AURORA

Aurora Municipal Center

575 Oakwood Avenue, East Aurora, NY 14052

www.townofaurorany.gov

To: Aurora Town Board

From: Martha Librock

Date: October 14, 2026

Re: Azar Design Co. (formerly Foit-Albert) Payments: Bridge Projects

Please consider approval of the following payments to Azar Design Co.:

- No. 16 in the amount of \$4,564.11 for professional services rendered from 8/29/26 to 10/29/26 or the Brooklea Bridge replacement project.
- No. 17 in the amount of \$2,748.59 for professional services rendered from 8/29/26 to 10/2/26 for the Shearer Ave. bridge/culvert replacement project.
- No. 19 in the amount of \$11,318.59 for professional services rendered from 8/29/26 to 10/2/26 for the Cornwall Road bridge/culvert replacement project.

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 17
Work Period (this est.) FROM 08/29/26 TO 10/02/26		
Payee Name: Azar Design Co., Formerly Foit-Albert Assoc 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date <u> </u> / <u> </u> / <u> </u> . (completed by SPONSOR)	
Original Contract Amount		\$251,392.59
Current Contract Amount (includes thru approved S.A. NO.) RRDA NO. (if applicable)		\$251,392.59

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$188,182.46	
2. Work reported on this estimate	\$2,748.59	
3. Total work reported to date (must equal page 2)	\$190,931.05	
4. Adjustments (Sponsor use only) Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$190,931.05	
7. Previous payments	\$188,182.46	
8. Payment requested or processed	\$2,748.59	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb. , do hereby certify that I am Controller of Azar Design Co, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

October 7, 2026 0	
(DATE)	(SIGNATURE)

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
(Name) (Title)

in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

_____	_____
(DATE)	(SIGNATURE)

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 19
Work Period (this est.) FROM 8/29/26 TO 10/02/26		
Payee Name: Azar Design Co., Formerly Foit-Albert Assoc 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date _/_/_. (completed by SPONSOR)	
Original Contract Amount		\$253,750.56
Current Contract Amount		\$253,750.56
(includes thru approved S.A. NO.)		
RRDA NO. (if applicable)		

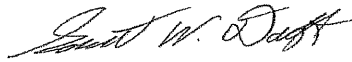
	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$231,790.42	
2. Work reported on this estimate	\$11,318.59	
3. Total work reported to date (must equal page 2)	\$243,109.01	
4. Adjustments (Sponsor use only) Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$243,109.01	
7. Previous payments	\$231,790.42	
8. Payment requested or processed	\$11,318.59	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb. , do hereby certify that I am Controller of Azar Design Co, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

October 7, 2026 0
(DATE)


(SIGNATURE)

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
(Name) (Title)

in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

(DATE)

(SIGNATURE)



501

**FORMERLY
FOIT-ALBERT ASSOCIATES**

**RE: Brooklea Drive over Tannery Brook
PIN 5765.46**

Progress Report No. 16: August 29, 2026 through October 2, 2026

Achievements

- Revised DAD based on NYSDOT comments.

Scheduled Statement

- The project is on schedule

Budget Statement

- On Budget.

Planned For Next Month

- Finalize the draft DAD with any comments and request final Design Approval

Items Required

- Nothing at this time.

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates



LETTER OF TRANSMITTAL

Date: October 7, 2026**FORMERLY
FOIT-ALBERT ASSOCIATES**Project No. 240300.01

TO: Town of Aurora
David Gunner – Dgunner@townofaurora.com
Martha Librock – Mlibrock@townofaurora.com
575 Oakwood Avenue
East Aurora, NY 14052

RE: Brooklea Drive over Tannery Brook
PIN 5765.46

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION	ACTION CODE
1	10/07/26	16	Consultants Payment Request	

ACTION CODE:

- | | | |
|--------------------------|--|-------------------------------------|
| 1 For approval | 6 No exceptions taken | 11 Return ____ corrected prints |
| 2 For your use | 7 Make corrections noted | 12 Prints returned after loan to us |
| 3 As requested | 8 Revise & resubmit ____ copies for review | 13 _____ |
| 4 For review and comment | 9 Rejected | _____ |
| 5 For bids due _____ | 10 Submit ____ copies for distribution | |

Please process for payment.

Thank you,

Email: sdabb@azardzn.comCOPY TO ☒ CENTRAL FILESIGNED Scott Dabb, Accounting Manager

FIN 421LL (05/12)

PAYEE ID:	16-1210859	NYS Comptroller's Contract No.	Est. No. 16
(FEDERAL ID)			
		Work Period (this est.) FROM 08/29/26 TO 10/02/26	
Payee Name:			
Azar Design Co., Formerly Foit-Albert Assoc		Current Completion Date	
295 Main Street, Suite 200		MIR Date __/__/.	
Buffalo		(completed by SPONSOR)	
New York			
14203			
		Original Contract Amount	\$316,500.00
		Current Contract Amount	\$316,500.00
		(includes thru approved S.A. NO.)	
		RRDA NO. (if applicable)	

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$173,573.56	
2. Work reported on this estimate	\$4,564.11	
3. Total work reported to date (must equal page 2)	\$178,137.67	
4. Adjustments (Sponsor use only)		
Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$178,137.67	
7. Previous payments	\$173,573.56	
8. Payment requested or processed	\$4,564.11	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb. , do hereby certify that I am Controller of Azar Design Co, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

October 7, 2026 0

(DATE)

(SIGNATURE)

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
(Name) (Title)

in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

(DATE)

(SIGNATURE)

CONSULTANT'S REIMBURSEMENT REQUEST

SPONSOR CONTRACT NO.

ESTIMATE NO. 16

IMPORTANT: The amounts reported below for each PIN must be supported by a
CONSULTANT'S REIMBURSEMENT REQUEST CONTINUATION FORM FIN 422
A SEPARATE FORM FIN 422 must be completed for each nine digit pin.

**FAILURE TO REPORT ALL COSTS PROPERLY BY 9 DIGIT PIN
MAY RESULT IN THE REJECTION OF THIS ESTIMATE**

PIN (MUST BE 9 DIGITS)	WORKED PERFORMED			MAXIMUM ALLOC. THRU SA	FUNDS REMAINING OVER/UNDER
	CURRENT	PRIOR	TO DATE		
5765.46.121	\$4,564.11	\$173,573.56	\$178,137.67	\$269,119.23	\$90,981.56
5765.46.122	\$0.00	\$0.00	\$0.00	\$41,600.00	\$41,600.00
5765.46.123	\$0.00	\$0.00	\$0.00	\$5,780.77	\$5,780.77
TOTAL	\$4,564.11	\$173,573.56	\$178,137.67	\$316,500.00	\$138,362.33
LESS: RETAINAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NET OF RETAINAGE	\$4,564.11	\$173,573.56	\$178,137.67	\$316,500.00	\$138,362.33

FEDERAL AID PROJECT CONSULTANT REIMBURSEMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.

ESTIMATE NO. 16

CONSULTANT NAME:

COUNTY: Erie

PIN (MUST BE NINE DIGITS) 5765.46.121

DESCRIPTION (THIS PIN ONLY)

FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	\$1,727.65	\$58,897.42	\$60,625.07
1B OVERTIME (PREMIUM)	\$0.00	\$0.00	\$0.00
II DIRECT NON-SALARY COST (EXCLUDING SUBS)	\$0.00	\$17,978.36	\$17,978.36
II SUBCONTRACTOR 1			
II SUBCONTRACTOR 2			
III OVERHEAD (ON IA ONLY) 138%	\$2,384.16	\$81,278.44	\$83,662.60
SUBTOTAL \$	\$4,111.81	\$158,154.22	\$162,266.03
II FIXED OR NET FEE 11% MAXIMUM PAYABLE \$15,893.99	\$452.30	\$15,419.34	\$15,871.64
II SUBCONSULTANT 1	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 2	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 3	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 4	\$0.00	\$0.00	\$0.00
I SPECIFIC HOURLY RATE CONTRACT			
I LUMP SUM CONTRACT			
SUBTOTAL	\$452.30	\$15,419.34	\$15,871.64
LESS: AMOUNT OVER APPROVED MAP			
TOTAL	\$4,564.11	\$173,573.56	\$178,137.67

**NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF CONSULTANT'S REIMBURSEMENT REQUEST,
FIN 421LL (OR FOR SUBCONSULTANT CARRY FORWARD TO PRIME'S FIN 422LL)**

FEDERAL AID PROJECT CONSULTANT REIMBURSEMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.

ESTIMATE NO. 16

CONSULTANT NAME:

COUNTY: Erie

PIN (MUST BE NINE DIGITS) 5765.46.122

DESCRIPTION (THIS PIN ONLY)

FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	\$0.00	\$0.00	\$0.00
1B OVERTIME (PREMIUM)	\$0.00	\$0.00	\$0.00
II DIRECT NON-SALARY COST (EXCLUDING SUBS)	\$0.00	\$0.00	\$0.00
II SUBCONTRACTOR 1			
II SUBCONTRACTOR 2			
III OVERHEAD (ON IA ONLY) 134%	\$0.00	\$0.00	\$0.00
SUBTOTAL \$	\$0.00	\$0.00	\$0.00
II FIXED OR NET FEE 11% MAXIMUM PAYABLE \$0.00	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 1	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 2	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 3	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 4	\$0.00	\$0.00	\$0.00
I SPECIFIC HOURLY RATE CONTRACT			
I LUMP SUM CONTRACT			
SUBTOTAL	\$0.00	\$0.00	\$0.00
LESS: AMOUNT OVER APPROVED MAP			
TOTAL	\$0.00	\$0.00	\$0.00

NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF CONSULTANT'S REIMBURSEMENT REQUEST,
FIN 421LL (OR FOR SUBCONSULTANT CARRY FORWARD TO PRIME'S FIN 422LL)

FEDERAL AID PROJECT CONSULTANT REIMBURSEMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.

ESTIMATE NO. 16

CONSULTANT NAME:

COUNTY: Erie

PIN (MUST BE NINE DIGITS) 5765.46.123

DESCRIPTION (THIS PIN ONLY)

FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	\$0.00	\$0.00	\$0.00
1B OVERTIME (PREMIUM)	\$0.00	\$0.00	\$0.00
II DIRECT NON-SALARY COST (EXCLUDING SUBS)	\$0.00	\$0.00	\$0.00
II SUBCONTRACTOR 1			
II SUBCONTRACTOR 2			
III OVERHEAD (ON IA ONLY) 138%	\$0.00	\$0.00	\$0.00
SUBTOTAL \$	\$0.00	\$0.00	\$0.00
II FIXED OR NET FEE 11% MAXIMUM PAYABLE \$922.49	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 1 Right of Way Professionals	\$ -	\$0.00	\$0.00
II SUBCONSULTANT 2	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 3	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 4	\$0.00	\$0.00	\$0.00
I SPECIFIC HOURLY RATE CONTRACT			
I LUMP SUM CONTRACT			
SUBTOTAL	\$0.00	\$0.00	\$0.00
LESS: AMOUNT OVER APPROVED MAP			
TOTAL	\$0.00	\$0.00	\$0.00

NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF CONSULTANT'S REIMBURSEMENT REQUEST,
FIN 421LL (OR FOR SUBCONSULTANT CARRY FORWARD TO PRIME'S FIN 422LL)

COST CONTROL REPORT

Estimate No 16
For Period: 08/01/26-08/28/26

Consultant Name: Azar Design Co.
NYSDOT Contract No: 5765.46.121
PIN Number 5765.46.121
Project Name: Brooklea Drive over Tannery Brook

TASK NUMBER	COST ITEM	1 THIS PERIOD	2 TO DATE	3 ESTIMATED TO COMPLETE	4 ESTIMATED TOTAL (2+3)	5 BUDGET	6 BUDGET (5) + AUTHORIZED EXTRA WORK	7 UNDER (OVER) (5-4)	8 % PHASE COMPLETE	9 % (4/5) #DIV/0!
	Direct Technical Labor	\$1,727.65	\$60,625.07	\$24,039.49	\$84,664.56	\$92,064.56	\$92,064.56	\$7,400.00	66%	92%
	Direct Technical Labor (Premium Portion)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	
1. TOTAL DIRECT TECHNICAL LABOR (DTL)		\$1,727.65	\$60,625.07	\$24,039.49	\$84,664.56	\$92,064.56	\$92,064.56	\$7,400.00		
2. OVERHEAD (134%) ON DTL		\$2,384.16	\$83,662.60	\$32,212.92	\$115,875.52	\$123,366.51	\$123,366.51	\$7,490.99	68%	94%
3. PRIME DIRECT NON-SALARY COST (DNSC) (Excluding subcontractor & subconsultant cost)		\$0.00	\$17,978.36	\$11,968.30	\$29,946.66	\$29,946.66	\$29,946.66	\$0.00	60%	100%
4. FIXED FEE		\$452.30	\$15,871.64	\$7,825.78	\$23,697.42	\$23,697.42	\$23,697.42	\$0.00	67%	100%
5. SUBCONTRACTOR'S COST:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
6. SUBCONSULTANT COST:		\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$0.00	\$0.00	(\$15,000.00)	0%	0%
TOTAL A: (1+2+3+4)		\$4,564.11	\$178,137.67	\$76,046.49	\$254,184.16	\$269,075.15	\$269,075.15	\$14,890.99		
Amount Over MAP										
TOTAL B: TOTAL COST (1+2+3+4+5+6+7)		\$4,564.11	\$178,137.67	\$91,046.49	\$269,184.16	\$269,075.15	\$269,075.15	(\$109.01)	66%	100%

MAXIMUM AMOUNT PAYABLE \$269,119.23

CONSULTANT'S Consultant Manager

Scott W. Dabb

Name: Scott W. Dabb
Title: Controller
October 7, 2026

FOR SPONSOR USE ONLY

Reviewed by: _____

Date _____

Action Needed: _____

COST CONTROL REPORT

Estimate No 16
For Period:

6

Consultant Name: Azar Design Co.
 NYSDOT Contract No: 5765.46.122
 PIN Number: 5765.46.122
 Project Name: Brooklea Drive over Tammany Brook

TASK NUMBER	COST ITEM	1 THIS PERIOD	2 TO DATE	3 ESTIMATED TO COMPLETE	4 ESTIMATED TOTAL (2+3)	5 BUDGET	6 BUDGET (5) + AUTHORIZED EXTRA WORK	7 UNDER (OVER) (5-4)	8 % PHASE COMPLETE	9 % (4/5)
	Direct Technical Labor	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!
	Direct Technical Labor (Premium Portion)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!
1.	TOTAL DIRECT TECHNICAL LABOR (DTL)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
2.	OVERHEAD (134%) ON DTL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!
3.	PRIME DIRECT NON-SALARY COST (DNOSC) (Excluding subcontractor & subconsultant cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!
4.	FIXED FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!
5.	SUBCONTRACTOR'S COST:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!
6.	SUBCONSULTANT COST:	\$0.00	\$0.00	\$41,600.00	\$41,600.00	\$41,600.00	\$41,600.00	\$0.00	0%	0%
	TOTAL A: (1+2+3+4)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
	Amount Over MAP									
	TOTAL B: TOTAL COST (1+2+3+4+5+6+7)	\$0.00	\$0.00	\$41,600.00	\$41,600.00	\$41,600.00	\$41,600.00	\$0.00	0%	100%

\$41,600.00

MAXIMUM AMOUNT PAYABLE
CONSULTANTS Consultant Manager

Scott W. Dabb

Name: Scott W. Dabb
 Title: Controller
 October 7, 2026

FOR SPONSOR USE ONLY

Reviewed by:

Date

Action Needed:

For Period: 08/01/26-08/28/26

Project Name: Brooklea Drive over Tannery Brook

FOR SPONSOR USE ONLY

October 7, 2026

FIXED FEE Spreadsheet

Azar Design Estimate # 16

PIN # 5765.46.121

Overhead
Approved OH

138%

Orig Agree

Total Fixed Fee	15,893.99	15,893.99
Total Est Cost	269,075.15	269,075.15
Subconsultant	0.00	0.00

Estimate #	16
Direct Tech Labor (reg)	1,727.65
Direct Tech Labor (OT)	0.00
DNSC	0.00
Overhead	2,384.16
	4,111.81

Fixed Fee	452.30
Subconsultant	0.00
TOTAL	4,564.11

Fixed Fee = [(Direct Tech Labor + Overhead) x 11%]

DNSC = Direct Non-Salary Costs excluding subconsultants but including subcontract

FIN423LL (05/12)

FEDERAL-AID PROJECT CONSULTANT'S PAYROLL ABSTRACT

NYS DOT CONTRACT NO.

ESTIMATE NO. 16

CONSULTANT NAME Azar Design Co.
16-1210859

PIN (must be 9 digits) 5765.46.121

FOR PERIOD 08/01/26-08/28/26

NOTE: Use continuation sheet and carry total forward when
items are too numerous to record below:

EMPLOYEE'S NAME	TITLE AS SHOWN IN CONTRACT	HOURLY RATE	HOURS	ITEM IA DIRECT TECHNICAL SALARY	ITEM IB OVERTIME PREMIUM
Boatwright, Otis	Senior CADD Designer III	\$48.10		\$0.00	
Cox, Michael	Project Manager VII	\$71.02		\$0.00	
Oakley-Craven, Elizabeth	Engineer III	\$43.30		\$0.00	
O'Heron, William	CADD Desinger II/I	\$44.98		\$0.00	
Pytik, Jacob	Junior Engineer II/I	\$32.00	1.00	\$32.00	
Sentz, Gerard	Senior Project Manager IX	\$113.56	4.00	\$454.24	
Sinatra, Harrison	Engineer III	\$43.16	20.50	\$884.78	
Emborski, Gerard	Senior Survey Technician III	\$46.25		\$0.00	
Garfinkel, Roy	Survey Manager VI	\$69.00		\$0.00	
McAfee, Lucilia	Senior Survey Technician III	\$45.75		\$0.00	
Shepherd, Steven	Survey Technician I	\$35.00		\$0.00	
Smith, Jeremy	Project Manager III	\$51.00		\$0.00	
Carling, Karen	Sr, Environmental Scientist IV	\$60.00	0.50	\$30.00	
Dixon, Eric	Environmental Scientist II/I	\$30.90		\$0.00	
Knoell, Kurt	Senior Eynironmetal Scientist III	\$45.00		\$0.00	
Moy, Yeuk	Envionmental Scientist III	\$41.20		\$0.00	
Perry, Tara	Environmental Scientist II/I	\$36.31		\$0.00	
Stringer, Katy	Environmental Scientist II/I	\$33.50	9.75	\$326.63	
Faduski, Max	Engineer IV	\$53.00		\$0.00	
Pericak, Deanne	Project Manager VIII	\$93.50		\$0.00	
Yang, Gregory	Engineer IV	\$51.50		\$0.00	
TOTAL FROM CONTINUATION SHEETS					
TOTAL			35.75	\$1,727.65	\$0.00

Project: 240300.01 Brooklea Drive Bridge

Team: 02 Transportation/Struc

Employee Name: Pytlík, Jacob

Timesheet Period: 10/2/2026

Posted	Signed	Electronically by: Pytlík, Jacob 10/2/2026 4:13:17 PM									
	Approved	Electronically by: Sentz, Gerard J. 10/5/2026 6:30:58 PM									
		Total Hr	Sat 9/26	Sun 9/27	Mon 9/28	Tue 9/29	Wed 9/30	Thu 10/1	Fri 10/2		
000022.00		Transportation/Structural Eng Overhead									
00		Overhead -Trans/Struct									
	00000	Reg			5.50		.50				
		Client: Schoharie County									
220619.00		Schoharie County BNY West Fulton Rd									
0E		Transportation/Sturctural									
	E2000	Reg				8.00	7.50	8.00	8.00	8.00	
260142.00		Oswego Co CR 17 over Fish Creek BNY									
0E		Transportation/Sturctural									
	E2000	Reg			1.50						
		Client: Oswego County									
240300.01		Brooklea Drive Bridge									
0E		Transportation/Struct Eng									
	E2000	Reg			1.00						
		Reg			8.00	8.00	8.00	8.00	8.00	8.00	8.00
DAILY TOTALS											

Employee Name: **Sentz, Gerard**
Timesheet Period: 9/11/2026

Posted Signed Approved
Electronically by: **Sentz, Gerard J. 9/14/2026 9:52:37 AM**
Electronically by: **Sentz, Gerard J. 9/14/2026 10:41:11 PM**

			Total Hr	Sat 9/5	Sun 9/6	Mon 9/7	Tue 9/8	Wed 9/9	Thu 9/10	Fri 9/11
000004.00	Holiday									
OE	Transportation/Struct Eng	Reg	8.00			8.00				
000000										
000022.00	Transportation/Structural Eng Overhead									
00	Overhead - Trans/Struct	Reg	3.00				3.00			
000000										
01	Business Dev - Engineering									
000000		Reg	13.00					3.00	8.00	2.00
021084.01	ECIDA - Odell & Ridge Extensions									
OE	Engineering	Reg	4.00				3.00			1.00
E5000										
220260.02	Garden State Connector									
E2000		Reg	3.00					3.00		
230199.01	PANYNJ Bus Lot Enhancements 30th St CA									
OE	Transportation/Struct Eng	Reg	5.00				2.00	2.00		1.00
E6000										
240233.00	NYSDOT Micron EIS D041218									
OV	Environmental	Reg	2.00							2.00
E8000										
240300.01	Brooklea Drive Bridge									
OE	Transportation/Struct Eng	Reg	1.00							1.00
E1000										
240300.04	Ross Rd Bridge									
OE	Engineering	Reg	1.00							1.00
E2000										
		Reg	40.00			8.00	8.00	8.00	8.00	8.00

DAILY TOTALS

Posted	Signed Approved	Electronically by: Sentz, Gerard J. 9/18/2026 9:31:48 AM									
		Electronically by: Carballada, Gregory R. 9/21/2026 7:09:14 PM									
		Total Hr	Sat 9/12	Sun 9/13	Mon 9/14	Tue 9/15	Wed 9/16	Thu 9/17	Fri 9/18		
000002.00											
0E											
	</										

DAILY TOTALS

Timesheet Period: 10/2/2026

Posted	Signed Approved	Electronically by: Sentz, Gerard J. 10/2/2026 9:41:48 AM		Electronically by: Sentz, Gerard J. 10/5/2026 6:30:55 PM						
		Total Hr	Sat 9/26	Sun 9/27	Mon 9/28	Tue 9/29	Wed 9/30	Thu 10/1	Fri 10/2	
000022.00		Transportation/Structural Eng Overhead								
00		Overhead - Trans/Struct					3.00			
		Reg					3.00			
00000										
01		Business Dev - Engineering			8.00	2.50	5.00		2.00	
		Reg			8.00	2.50	5.00		2.00	
00000										
020073.00		Jeff Co. CR97 & Brown Rd over Fish Creek								Client: Jefferson County
0E		Engineering						3.00	2.00	
E2000		Reg						3.00	2.00	
021084.01		ECIDA - Odell & Ridge Extensions								Client: Erie County Industrial Development Agency
0E		Engineering						1.00		
E6000		Reg						1.00		
230199.00		PANYNJ Bus Lot Enhancements 30th St								Client: The Port Authority of New York and New Jersey
0E		Transportation/Struct Eng						2.00		
E4000		Reg						2.00		
230199.01		PANYNJ Bus Lot Enhancements 30th St CA								Client: The Port Authority of New York and New Jersey
0E		Transportation/Struct Eng						2.00	2.00	
E6000		Reg						2.00	2.00	
240046.01		Town of Eden Larkin Road Culvert Replac								Client: Town of Eden
0E		Transportation/Struct Eng				2.00				
E6000		Reg				2.00				
240300.01		Brooklea Drive Bridge								Client: Town of Aurora
0E		Transportation/Struct Eng							1.00	
E1000		Reg							1.00	
240300.03		Shearer Ave Culvert								Client: Town of Aurora
0E		Transportation/Struct Eng							1.00	
E2000		Reg							1.00	
240381.00		NYPA Canal Culvert Rehab								Client: Stantec Consulting Services Inc.
0E		Transportation/Structural				.50				
02304		Reg				.50				
02305		Reg				.50				

Employee Name: Sinatra, Harrison

Timesheet Period: 9/4/2026

Signed Electronically by: Sinatra, Harrison 9/8/2026 7:39:37 AM
Approved Electronically by: Sentz, Gerard J. 9/8/2026 11:03:58 AM

Posted

Total Hr	Sat 8/29	Sun 8/30	Mon 8/31	Tue 9/1	Wed 9/2	Thu 9/3	Fri 9/4
-------------	-------------	-------------	-------------	------------	------------	------------	------------

000003.00 Sick/Personal Leave
OE Transportation/Struct Eng
00000 Reg

6.00			2.00				4.00
------	--	--	------	--	--	--	------

000022.00 Transportation/Structural Eng Overhead
00 Overhead - Trans/Struct
00000 Reg

7.75			1.00		.75	3.00	3.00
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230092.02 I-81 Signage
E3000 Reg Client: KC Engineering and Land Surveying, P.C.

4.50				4.50			
------	--	--	--	------	--	--	--

240046.01 Town of Eden Larkin Road Culvert Replac
OE Transportation/Struct Eng
E6000 Reg Client: Town of Eden

.50							.50
-----	--	--	--	--	--	--	-----

240300.01 Brooklea Drive Bridge
OE Transportation/Struct Eng
E2000 Reg Client: Town of Aurora

2.00						1.50	.50
------	--	--	--	--	--	------	-----

240300.02 Cornwall Rd Culvert
OE Transportation/Struct Eng
E2000 Reg Client: Town of Aurora

13.00			4.50	4.00	2.50	2.00	
-------	--	--	------	------	------	------	--

240300.03 Shearer Ave Culvert
OE Transportation/Struct Eng
E2000 Reg Client: Town of Aurora

4.00			.50		2.00	1.50	
------	--	--	-----	--	------	------	--

240300.04 Ross Rd Bridge
OE Engineering
E2000 Reg Client: Town of Concord

2.75					2.75		
------	--	--	--	--	------	--	--

40.50			8.00	8.50	8.00	8.00	8.00
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DAILY TOTALS

Timesheet Period: 9/11/2026			Signed			Electronically by: Sinatra, Harrison 9/14/2026 9:36:22 AM										9/4/2026 through 10/2/2026			Tuesday, October 6, 2026 11:23:08 AM		
Posted			Approved			Electronically by: Cox, Michael 9/14/2026 9:41:48 AM															
						Total Hr	Sat 9/5	Sun 9/6	Mon 9/7	Tue 9/8	Wed 9/9	Thu 9/10	Fri 9/11								
000022.00			Transportation/Structural Eng Overhead																		
00			Overhead -Trans/Struct			1.00				1.00											
00000			Reg																		
021064.02			Waverly St Bridge Investigation																		
0E			Transportation			1.50							1.50								
E3000			Reg																		
230092.02			I-81 Signage			6.50							3.50	3.00				Client: KC Engineering and Land Surveying, P.C.			
E3000			Reg																		
240300.01			Brooklea Drive Bridge															Client: Town of Aurora			
0E			Transportation/Struct Eng			1.00				1.00											
E2000			Reg																		
240300.02			Cornwall Rd Culvert															Client: Town of Aurora			
0E			Transportation/Struct Eng			4.00				.50				3.50							
E2000			Reg																		
000004.00			Holiday																		
0E			Transportation/Struct Eng			8.00			8.00												
00000			Reg																		
220601.00			Town of Hoosick BNY Cottrell Road Bridge															Client: Town of Hoosick			
0E			Transportation/Struct Eng			19.00				6.50	8.00	4.50									
E1000			Reg																		
DAILY TOTALS			Reg			41.00			8.00	9.00	8.00	8.00	8.00	8.00							

Page 9 of 15

Timesheet Period: 10/2/2026

Posted	Signed	Electronically by: Sinatra, Harrison		10/5/2026 9:58:18 AM						
		Approved		Electronically by: Sentz, Gerard J. 10/5/2026 6:30:58 PM						
		Total Hr	Sat 9/26	Sun 9/27	Mon 9/28	Tue 9/29	Wed 9/30	Thu 10/1	Fri 10/2	
000022.00										
00	Transportation/Structural Eng Overhead									
	Overhead - Trans/Struct	2.50			2.00		.50			
00000	Reg									
000025.00										
ME000	Business Development/Proposals	7.00				1.00	6.00			
	Reg									
230092.02										
E3000	I-81 Signage	.50			.50					
	Reg									
240046.01										
OE	Town of Eden Larkin Road Culvert Replac									
	Transportation/Struct Eng									
	Reg	2.00					.50	1.50		
	Client: Town of Eden									
240300.01										
OE	Brooklea Drive Bridge									
	Transportation/Struct Eng	17.50				7.00		5.00	5.50	
	Reg									
240300.03										
OE	Shearer Ave Culvert									
	Transportation/Struct Eng	4.50			3.50	1.00				
	Reg									
250221.00										
OE	Town of Amherst Frankhauser Road Culvert									
	Transportation/Structural	2.00			2.00					
	Reg									
240233.00										
OV	NYS DOT Micron EIS D041218									
	Environmental	5.00					1.00	1.50	2.50	
	Reg									
	E8000	41.00			8.00	9.00	8.00	8.00	8.00	
	Reg									
DAILY TOTALS										

Team: 06 Environmental

Employee Name: Carling, Karen

Timesheet Period: 9/25/2026

Posted	Signed Approved	Electronically by: Carling, Karen 10/6/2026 9:51:01 AM		Electronically by: Dabb, Scott W 10/6/2026 10:43:18 AM						
		Total Hr	Sat 9/19	Sun 9/20	Mon 9/21	Tue 9/22	Wed 9/23	Thu 9/24	Fri 9/25	
000024.00		Environmental Team General Overhead								
00		General Overhead			2.00	.50	1.50			
00101	Reg									
01		Business Dev - Engineering			1.00	2.00	1.00			
00101	Reg									
260147.00		Oswego Co Powers Ave over Sandy Creek								Client: Oswego County
0V		Environmental			1.00	1.00	1.00			
13000	Reg									
260142.00		Oswego Co CR 17 over Fish Creek BNY								Client: Oswego County
0V		Environmental			1.00	1.00	1.00			
13000	Reg									
240233.00		NYSDOT Micron EIS D041218								Client: Hardesty & Hanover, LLC
0V		Environmental			1.00	1.00	1.00			
13000	Reg									
250057.00		NYSDOT Cross County Parkway Viaduct								Client: Hardesty & Hanover, LLC
0V		Environmental					3.00			
13100	Reg									Client: Schoharie County
220618.00		Schoharie County BNY Lowe Road Bridge								
0V		Environmental			.50					
13000	Reg									
260256.00		Roosevelt Apartment Stair Renovation								Client: MJ Peterson Real Estate
0V		Environmental			.50					
40000	Reg									
260236.00		Dunkirk Armory Masonry Repairs			1.00					Client: WSP USA
13000	Reg									
240300.01		Brooklee Drive Bridge								Client: Town of Aurora
0V		Environmental					.50			
13000	Reg									

		Total Hr	Sat 9/19	Sun 9/20	Mon 9/21	Tue 9/22	Wed 9/23	Thu 9/24	Fri 9/25	
240300.01	Brooklea Drive Bridge Environmental									Client: Town of Aurora
OV										
240300.04	Ross Rd Bridge Environmental					.50				Client: Town of Concord
13000	Reg	.50								
220071.00	NYSDOT I-290 Design D038246 Environmental					1.00	1.00			Client: Colliers Engineering & Design
OV		2.00								
13000	Reg									
240381.00	NYPA Canal Culvert Rehab Environmental							1.00		Client: Stantec Consulting Services Inc.
OV		1.00								
02306	Reg									
02305	Reg	1.00						1.00		
	DAILY TOTALS	40.00			9.00	7.50	8.50	8.00	7.00	

Employee Name: Stringer, Katy

Timesheet Period: 9/1/2026

Posted	Signed	Approved	Electronically by: Stringer, Katy 9/14/2026 6:26:46 AM							
			Electronically by: Carling, Karen 9/14/2026 10:36:06 PM							
			Total Hr	Sat 9/5	Sun 9/6	Mon 9/7	Tue 9/8	Wed 9/9	Thu 9/10	Fri 9/11
000004.00 OV	Holiday Environmental		8.00			8.00				
		Reg								
020033.01 OV	Route 4 over Hudson River Environmental		1.50					1.50		
		Reg								
220071.00 OV	NYSDOT I-290 Design D038246 Environmental		3.50					1.00	2.50	
		Reg								
220377.00 OV	NYPA Tern Niagara Bridge Superstructure Environmental		1.00					1.00		
		Reg								
220601.00 OV	Town of Hoosick BNY Cottrell Road Bridge Environmental		2.00				2.00			
		Reg								
240233.00 OV	NYSDOT Micron EIS D041218 Environmental		8.00						3.50	4.50
		Reg								
240300.01 OV	Brooklea Drive Bridge Environmental		1.50					1.50		
		Reg								
240300.02 OV	Cornwall Rd Culvert Environmental		1.50							1.50
		Reg								
240300.04 OV	Ross Rd Bridge Environmental		7.50				6.00	1.50		
		Reg								
250057.00 OV	NYSDOT Cross County Parkway Viaduct Environmental		5.50					1.50	2.00	2.00
		Reg								

DAILY TOTALS

Reg

40.00

8.00

8.00

8.00

8.00

8.00



**FORMERLY
FOIT-ALBERT ASSOCIATES**

502

**RE: Shearer Ave over Tannery Brook
PIN 5765.54**

Progress Report No. 17: August 29, 2026 through October 2, 2026

Achievements

- Continued final design plans
- Revised bid book.
- Revised a detailed estimate
- Addressed pre-PS&E comments
- Coordinated ROW Acquisitions.

Scheduled Statement

- . The project should meet the schedule.

Budget Statement

- On Budget.

Planned For Next Month

- Submit PS&E
- Advance ROW acquisition

Items Required

- Nothing at this time

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates



**AZAR
DESIGN
CO**

LETTER OF TRANSMITTAL

Date: October 7, 2026

**FORMERLY
FOIT-ALBERT ASSOCIATES**

Project No. 240300.03

TO: Town of Aurora David Gunner – Dgunner@townofaurora.com Martha Librock – Mlibrock@townofaurora.com 575 Oakwod Avenue East Aurora, NY 14052	RE: Shearer Ave over Tannery Brook PIN 5765.54
--	--

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION	ACTION CODE
1	10/07/26	17	Consultants Payment Request	

ACTION CODE:

- | | | |
|--------------------------|--|-------------------------------------|
| 1 For approval | 6 No exceptions taken | 11 Return ____ corrected prints |
| 2 For your use | 7 Make corrections noted | 12 Prints returned after loan to us |
| 3 As requested | 8 Revise & resubmit ____ copies for review | 13 _____ |
| 4 For review and comment | 9 Rejected | _____ |
| 5 For bids due _____ | 10 Submit ____ copies for distribution | |

Please process for payment.

Thank you,

Email: sdabb@azardzn.com

COPY TO ☒ CENTRAL FILE

SIGNED Scott Dabb, Accounting Manager

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 17
Work Period (this est.) FROM 08/29/26 TO 10/02/26		
Payee Name: Azar Design Co., Formerly Foit-Albert Assoc 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date _/_/_. (completed by SPONSOR)	
	Original Contract Amount	\$251,392.59
	Current Contract Amount (includes thru approved S.A. NO.) RRDA NO. (if applicable)	\$251,392.59

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$188,182.46	
2. Work reported on this estimate	\$2,748.59	
3. Total work reported to date (must equal page 2)	\$190,931.05	
4. Adjustments (Sponsor use only) Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$190,931.05	
7. Previous payments	\$188,182.46	
8. Payment requested or processed	\$2,748.59	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb. , do hereby certify that I am Controller of Azar Design Co, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

October 7, 2026 0
(DATE)


(SIGNATURE)

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
(Name) (Title)

in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

(DATE)

(SIGNATURE)

CONSULTANT'S REIMBURSEMENT REQUEST

SPONSOR CONTRACT NO.

ESTIMATE NO. 17

IMPORTANT: The amounts reported below for each PIN must be supported by a
CONSULTANT'S REIMBURSEMENT REQUEST CONTINUATION FORM FIN 422
A SEPARATE FORM FIN 422 must be completed for each nine digit pin.

**FAILURE TO REPORT ALL COSTS PROPERLY BY 9 DIGIT PIN
MAY RESULT IN THE REJECTION OF THIS ESTIMATE**

PIN (MUST BE 9 DIGITS)	WORKED PERFORMED			MAXIMUM ALLOC. THRU SA	FUNDS REMAINING OVER/UNDER
	CURRENT	PRIOR	TO DATE		
5765.54.121	\$2,748.59	\$188,182.46	\$190,931.05	\$205,967.55	\$15,036.50
5765.54.122	\$0.00	\$0.00	\$0.00	\$41,600.00	\$41,600.00
5765.54.123	\$0.00	\$0.00	\$0.00	\$3,825.04	\$3,825.04
TOTAL	\$2,748.59	\$188,182.46	\$190,931.05	\$251,392.59	\$60,461.54
LESS: RETAINAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NET OF RETAINAGE	\$2,748.59	\$188,182.46	\$190,931.05	\$251,392.59	\$60,461.54

FEDERAL AID PROJECT CONSULTANT REIMBURSEMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.

ESTIMATE NO. 17

CONSULTANT NAME:

COUNTY: Erie

PIN (MUST BE NINE DIGITS) 5765.54.121

DESCRIPTION (THIS PIN ONLY) Shearer Ave Over Tannery Brook

FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	\$1,154.87	\$58,556.55	\$59,711.42
1B OVERTIME (PREMIUM)	\$0.00	\$0.00	\$0.00
II DIRECT NON-SALARY COST (EXCLUDING SUBS)	\$0.00	\$3,657.83	\$3,657.83
II SUBCONTRACTOR 1 Lightbox	\$0.00	\$271.88	\$271.88
II SUBCONTRACTOR 2 Whitestone	\$0.00	\$20,580.00	\$20,580.00
III OVERHEAD (ON IA ONLY) 138%	\$1,593.72	\$80,808.05	\$82,401.77
SUBTOTAL \$	\$2,748.59	\$163,874.31	\$166,622.90
II FIXED OR NET FEE 11% MAXIMUM PAYABLE \$16,962.47	\$0.00	\$16,962.47	\$16,962.47
II SUBCONSULTANT 1 J. M Davidson Engineering	\$0.00	\$7,345.68	\$7,345.68
II SUBCONSULTANT 2	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 3	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 4	\$0.00	\$0.00	\$0.00
I SPECIFIC HOURLY RATE CONTRACT			
I LUMP SUM CONTRACT			
SUBTOTAL	\$0.00	\$24,308.15	\$24,308.15
LESS: AMOUNT OVER APPROVED MAP			
TOTAL	\$2,748.59	\$188,182.46	\$190,931.05

**NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF CONSULTANT'S REIMBURSEMENT REQUEST,
FIN 421LL (OR FOR SUBCONSULTANT CARRY FORWARD TO PRIME'S FIN 422LL)**

FEDERAL AID PROJECT CONSULTANT REIMBURSEMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.

ESTIMATE NO. 17

CONSULTANT NAME:

COUNTY: Erie

PIN (MUST BE NINE DIGITS) 5765.54.122

DESCRIPTION (THIS PIN ONLY) Shearer Ave Over Tannery Brook

FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	\$0.00	\$0.00	\$0.00
1B OVERTIME (PREMIUM)	\$0.00	\$0.00	\$0.00
II DIRECT NON-SALARY COST (EXCLUDING SUBS)	\$0.00	\$0.00	\$0.00
II SUBCONTRACTOR 1			
II SUBCONTRACTOR 2			
III OVERHEAD (ON IA ONLY) 134%	\$0.00	\$0.00	\$0.00
SUBTOTAL \$	\$0.00	\$0.00	\$0.00
II FIXED OR NET FEE 11% MAXIMUM PAYABLE \$0.00	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 1	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 2	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 3	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 4	\$0.00	\$0.00	\$0.00
I SPECIFIC HOURLY RATE CONTRACT			
I LUMP SUM CONTRACT			
SUBTOTAL	\$0.00	\$0.00	\$0.00
LESS: AMOUNT OVER APPROVED MAP			
TOTAL	\$0.00	\$0.00	\$0.00

NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF CONSULTANT'S REIMBURSEMENT REQUEST,
FIN 421LL (OR FOR SUBCONSULTANT CARRY FORWARD TO PRIME'S FIN 422LL)

FIN 422LL (05/12)

FEDERAL AID PROJECT CONSULTANT REIMBURSEMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.

ESTIMATE NO. 17

CONSULTANT NAME:

COUNTY: Erie

PIN (MUST BE NINE DIGITS) 5765.54.123

DESCRIPTION (THIS PIN ONLY) Shearer Ave Over Tannery Brook

FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	\$0.00	\$0.00	\$0.00
1B OVERTIME (PREMIUM)	\$0.00	\$0.00	\$0.00
II DIRECT NON-SALARY COST (EXCLUDING SUBS)	\$0.00	\$0.00	\$0.00
II SUBCONTRACTOR 1			
II SUBCONTRACTOR 2			
III OVERHEAD (ON IA ONLY) 138%	\$0.00	\$0.00	\$0.00
SUBTOTAL \$	\$0.00	\$0.00	\$0.00
II FIXED OR NET FEE 11% MAXIMUM PAYABLE \$922.49	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 1 Right of Way Professionals	\$ -	\$0.00	\$0.00
II SUBCONSULTANT 2	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 3	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 4	\$0.00	\$0.00	\$0.00
I SPECIFIC HOURLY RATE CONTRACT			
I LUMP SUM CONTRACT			
SUBTOTAL	\$0.00	\$0.00	\$0.00
LESS: AMOUNT OVER APPROVED MAP			
TOTAL	\$0.00	\$0.00	\$0.00

NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF CONSULTANT'S REIMBURSEMENT REQUEST,
FIN 421LL (OR FOR SUBCONSULTANT CARRY FORWARD TO PRIME'S FIN 422LL)

COST CONTROL REPORT

Estimate No 17

For Period: 08/29/26-10/02/26

Consultant Name: Azar Design Co.

NYSDOT Contract No:

PIN Number 5765.54.121

Project Name: Shearer Ave Over Tannery Brook Bridge

TASK NUMBER	COST ITEM	1 THIS PERIOD	2 TO DATE	3 ESTIMATED TO COMPLETE	4 ESTIMATED TOTAL (2+3)	5 BUDGET	6 BUDGET (5) + AUTHORIZED EXTRA WORK	7 UNDER (OVER) (5-4)	8 % PHASE COMPLETE	9 % (4/5)
	Direct Technical Labor	\$1,154.87	\$59,711.42	\$2,190.74	\$61,902.16	\$65,802.16	\$65,802.16	\$3,900.00	91%	94%
	Direct Technical Labor (Premium Portion)	\$0.00	\$0.00	\$227.22	\$227.22	\$227.22	\$227.22	\$0.00	0%	100%
1. TOTAL DIRECT TECHNICAL LABOR (DTL)		\$1,154.87	\$59,711.42	\$2,417.96	\$62,129.38	\$66,029.38	\$66,029.38	\$3,900.00		
2. OVERHEAD (134%) ON DTL		\$1,593.72	\$82,401.77	\$2,935.59	\$85,337.36	\$88,174.89	\$88,174.89	\$2,837.53	93%	97%
3. PRIME DIRECT NON-SALARY COST (DNOSC) (Excluding subcontractor & subconsultant cost)		\$0.00	\$3,657.83	\$1,742.98	\$5,400.81	\$5,400.81	\$5,400.81	\$0.00	68%	100%
4. FIXED FEE		\$0.00	\$16,962.47	\$0.00	\$16,962.47	\$16,962.47	\$16,962.47	\$0.00	100%	100%
5. SUBCONTRACTOR'S COST:		\$0.00	\$20,851.88	\$0.00	\$20,851.88	\$14,000.00	\$14,000.00	(\$6,851.88)		
6. SUBCONSULTANT COST:		\$0.00	\$7,345.68	\$8,054.32	\$15,400.00	\$15,400.00	\$15,400.00	\$0.00	0%	0%
TOTAL A: (1+2+3+4)		\$2,748.59	\$162,733.49	\$7,096.53	\$169,830.02	\$176,567.55	\$176,567.55	\$6,737.53		
Amount Over MAP										
TOTAL B: TOTAL COST (1+2+3+4+5+6+7)		\$2,748.59	\$190,931.05	\$15,150.85	\$206,081.90	\$205,967.55	\$205,967.55	(\$114.35)	93%	100%

MAXIMUM AMOUNT PAYABLE

CONSULTANTS Consultant Manager

FOR SPONSOR USE ONLY

Reviewed by:

Name: Scott W. Dabb

Title: Controller

October 7, 2026

Date

Action Needed:

FIXED FEE Spreadsheet

Azar Design Estimate # 17

PIN # 5765.54.121

Overhead 138%
Approved OH

Orig Agree

Total Fixed Fee	16,962.47	16,962.47
Total Est Cost	205,967.55	205,967.55
Subconsultant	15,400.00	0.00

Estimate #	17
Direct Tech Labor (reg)	1,154.87
Direct Tech Labor (OT)	0.00
DNSC	0.00
Overhead	1,593.72
	2,748.59

Fixed Fee	0.00	Max FF meet
Subconsultant	0.00	
TOTAL	2,748.59	

Fixed Fee = [(Direct Tech Labor + Overhead) x 11%]

DNSC = Direct Non-Salary Costs excluding subconsultants but including subcontractors

FIN423LL (05/12)

FEDERAL-AID PROJECT CONSULTANT'S PAYROLL ABSTRACT

NYS DOT CONTRACT NO.

ESTIMATE NO. 17

CONSULTANT NAME Azar Design Co.
16-1210859

PIN (must be 9 digits) 5765.54.121

FOR PERIOD 08/29/26-10/02/26

NOTE: Use continuation sheet and carry total forward when
items are too numerous to record below:

EMPLOYEE'S NAME	TITLE AS SHOWN IN CONTRACT	HOURLY RATE	HOURS	ITEM IA DIRECT TECHNICAL SALARY	ITEM IB OVERTIME PREMIUM
Boatwright, Otis	Senior CADD Designer	\$48.10		\$0.00	
Cox, Michael	Project Manager VIII	\$71.02		\$0.00	
Moore, Michael	Junior Engineer II/I	\$36.40	7.00	\$254.80	
Pytlik, Jacob	Junior Engineer II/I	\$32.00		\$0.00	
Schick, Mathew	Junior Engineer II/I	\$36.66		\$0.00	
Sentz, Gerard	Senior Project Manager IX	\$113.56	3.00	\$340.68	
Sinatra, Harrison	Engineer III	\$43.16	8.50	\$366.86	
Connors, John	Instrument Person II	\$35.75		\$0.00	
Lagerwall, Joshua	Survey Technician I	\$32.00		\$0.00	
McAfee, Lucilla	Senior Survey Technician III	\$45.75		\$0.00	
Smith, Jeremy	Project Manager III	\$51.00		\$0.00	
Carling, Karen	Sr, Environmental Scientist IV	\$60.00		\$0.00	
Dixon, Eric	Environmental Scientist II/I	\$30.00		\$0.00	
Reisenberg, Stephanie	Environmental Scientist III	\$40.90	2.25	\$92.03	
Stringer, Katy	Environmental Scientist II/I	\$33.50	3.00	\$100.50	
TOTAL FROM CONTINUATION SHEETS					
TOTAL			23.75	\$1,154.87	\$0.00

Project: 240300.03 Shearer Ave Culvert
Team: 02 Transportation/Struc
Employee Name: Moore, Michael
Timesheet Period: 9/25/2026

Posted	Signed	Approved	Electronically by: Moore, Michael 9/28/2026 9:41:50 AM									
			Electronically by: Cox, Michael 9/28/2026 10:54:22 AM									
			Total Hr	Sat 9/19	Sun 9/20	Mon 9/21	Tue 9/22	Wed 9/23	Thu 9/24	Fri 9/25		
000022.00												
00	Transportation/Structural Eng Overhead											
	Overhead - Trans/Struct	Reg	1.00			1.00						
00000												
020073.00	Jeff Co. CR97 & Brown Rd over Fish Creek											
0E	Engineering											
		Reg	1.00			1.00						
E2102												
220618.00	Schoharie County BNY Lowe Road Bridge											
0E	Transportation/Struct Eng											
		Reg	10.00			1.00		1.00	6.00	2.00		
E3000												
230092.01	I-81 Overhead Sign Structures											
		Reg	6.00			6.00						
E6000												
240300.03	Shearer Ave Culvert											
0E	Transportation/Struct Eng											
		Reg	7.00					7.00				
E2000												
250045.00	Jefferson Co Millens Bay Rd (CR 8)											
0E	Transportation/Struct Eng											
		Reg	2.00				2.00					
E1000												
260147.00	Oswego Co Powers Ave over Sandy Creek											
0E	Transportation/Structural											
		Reg	13.00				5.00		2.00	6.00		
E1000												
		Reg	40.00			8.00	8.00	8.00	8.00	8.00		

DAILY TOTALS

DAILY TOTALS

Employee Name: **Sentz, Gerard**

Timesheet Period: 9/25/2026

Posted	Signed	Electronically by: Sentz, Gerard J. 9/28/2026 10:14:35 AM
	Approved	Electronically by: Sentz, Gerard J. 9/28/2026 4:32:53 PM

Total Hr	Sat 9/19	Sun 9/20	Mon 9/21	Tue 9/22	Wed 9/23	Thu 9/24	Fri 9/25
-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------

000002.00 Vacation

0E Transportation/Struct Eng

00000

Reg

2.00

							2.00
--	--	--	--	--	--	--	------

000022.00 Transportation/Structural Eng Overhead

00 Overhead - Trans/Struct

00000

Reg

4.00

			2.00	2.00			
--	--	--	------	------	--	--	--

01 Business Dev - Engineering

Reg

13.00

				2.00		5.00	6.00
--	--	--	--	------	--	------	------

021084.01 ECIDA - Odell & Ridge Extensions

0E Engineering

E6000

Reg

4.00

					4.00		
--	--	--	--	--	------	--	--

Client: Erie County Industrial Development Agency

230199.01 PANYNJ Bus Lot Enhancements 30th St CA

0E Transportation/Struct Eng

E6000

Reg

12.00

			6.00	4.00		2.00	
--	--	--	------	------	--	------	--

Client: The Port Authority of New York and New Jersey

240046.01 Town of Eden Larkin Road Culvert Replac

0E Transportation/Struct Eng

E6000

Reg

2.00

					2.00		
--	--	--	--	--	------	--	--

Client: Town of Eden

240300.03 Shearer Ave Culvert

0E Transportation/Struct Eng

E2000

Reg

2.00

					2.00		
--	--	--	--	--	------	--	--

Client: Town of Aurora

250221.00 Town of Amherst Frankhauser Road Culvert

0E Transportation/Structural

E1000

Reg

1.00

						1.00	
--	--	--	--	--	--	------	--

Client: Town of Amherst

DAILY TOTALS

Reg

40.00

			8.00	8.00	8.00	8.00	8.00
--	--	--	------	------	------	------	------

Timesheet backup detailed by Discipline			9/4/2026 through 10/2/2026							Tuesday, October 6, 2026 12:10:20 PM	
			Total Hr	Sat 9/26	Sun 9/27	Mon 9/28	Tue 9/29	Wed 9/30	Thu 10/1	Fri 10/2	
240381.00	NYPA Canal Culvert Rehab										Client: Stantec Consulting Services Inc.
OE	Transportation/Structural										
02306	Reg		.50				.50				
250275.00	NFTA I-90 & I-290 Blue Water Tower 2025										Client: Stantec Consulting Services Inc.
E1000	Reg		2.00				2.00				
DAILY TOTALS						8.00	8.00	8.00	8.00	8.00	
	Reg		40.00								

Employee Name: **Sinatra, Harrison**

Timesheet Period: 9/4/2026

Posted	Signed	Approved
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Electronically by: **Sinatra, Harrison** 9/8/2026 7:39:37 AMElectronically by: **Sentz, Gerard J.** 9/8/2026 11:03:58 AM

		Total Hr	Sat 8/29	Sun 8/30	Mon 8/31	Tue 9/1	Wed 9/2	Thu 9/3	Fri 9/4
000003.00	Sick/Personal Leave								
OE	Transportation/Struct Eng				2.00				4.00
000000	Reg	6.00							
000022.00	Transportation/Structural Eng Overhead								
00	Overhead - Trans/Struct								
000000	Reg	7.75			1.00		.75	3.00	3.00
230092.02	I-81 Signage								
E3000	Reg	4.50			4.50				
240046.01	Town of Eden Larkin Road Culvert Replac								
OE	Transportation/Struct Eng								
E6000	Reg	.50							.50
240300.01	Brooklea Drive Bridge								
OE	Transportation/Struct Eng							1.50	.50
E2000	Reg	2.00							
240300.02	Cornwall Rd Culvert								
OE	Transportation/Struct Eng				4.50	4.00	2.50	2.00	
E2000	Reg	13.00							
240300.03	Shearer Ave Culvert								
OE	Transportation/Struct Eng				.50		2.00	1.50	
E2000	Reg	4.00							
240300.04	Ross Rd Bridge								
OE	Engineering						2.75		
E2000	Reg	2.75							
	DAILY TOTALS				8.00	8.50	8.00	8.00	8.00
	Reg	40.50							

Timesheet backup detailed by Discipline										9/4/2026 through 10/2/2026										Tuesday, October 6, 2026 12:10:20 PM																																																																																																																							
Timesheet Period: 10/2/2026										Signed										Electronically by: Sinatra, Harrison 10/5/2026 9:58:18 AM																																																																																																																							
Posted										Approved										Electronically by: Sentz, Gerard J. 10/5/2026 6:30:58 PM																																																																																																																							
										Total Hr										Sat 9/26										Sun 9/27										Mon 9/28										Tue 9/29										Wed 9/30										Thu 10/1										Fri 10/2																																																											
000022.00										Transportation/Structural Eng Overhead										2.50																				2.00																				.50																																																																															
00										Overhead -Trans/Struct										Reg																																																																																																																							
000025.00										Business Development/Proposals										7.00																														1.00										6.00																																																																															
ME000										Reg																																																																																																																																	
230092.02										I-81 Signage										.50																				.50																																																																																																			
E3000										Reg																																																																																																																																	
240046.01										Town of Eden Larkin Road Culvert Replac																																																																																																																																	
OE										Transportation/Struct Eng										2.00																																								.50										1.50																																																																					
E6000										Reg																																																																																																																																	
240300.01										Brooklea Drive Bridge																																																																																																																																	
OE										Transportation/Struct Eng										17.50																														7.00										5.00										5.50																																																																					
E2000										Reg																																																																																																																																	
240300.03										Shearer Ave Culvert																																																																																																																																	
OE										Transportation/Struct Eng										4.50																				3.50										1.00																																																																																									
E2000										Reg																																																																																																																																	
250221.00										Town of Amherst Frankhauser Road Culvert																																																																																																																																	
OE										Transportation/Structural										2.00																				2.00																																																																																																			
E2000										Reg																																																																																																																																	
240233.00										NYSDOT Micron EIS D041218																																																																																																																																	
OV										Environmental										5.00																														1.00										1.50										2.50																																																																					
E8000										Reg																																								8.00										9.00										8.00										8.00										8.00																																																	
240233.00										DAILY TOTALS										41.00																																																																																																																							
OV										Reg																																																																																																																																	

Page 7 of 10

Team: 06 Environmental

Employee Name: Reisenberg, Stephanie

Timesheet Period: 9/18/2026

Posted Signed Approved Electronically by: Reisenberg, Stephanie 9/21/2026 8:42:18 AM Electronically by: Carling, Karen 9/21/2026 7:06:23 PM

Total Hr	Sat 9/12	Sun 9/13	Mon 9/14	Tue 9/15	Wed 9/16	Thu 9/17	Fri 9/18
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Environmental Team General Overhead

General Overhead

000000				.50			
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Reg

Shearer Ave Culvert

Environmental

13000					.25	.50	.50
-------	--	--	--	--	-----	-----	-----

Reg

Client: Town of Aurora

NYSDOT Micron EIS D041218

Environmental

13000			12.00	6.50	5.25	7.50	7.00
-------	--	--	-------	------	------	------	------

Reg

Client: Hardesty & Hanover, LLC

NYPA Canal Culvert Rehab

Environmental

05303					.75		
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Reg

Client: Stantec Consulting Services Inc.

05304

					.75		
--	--	--	--	--	-----	--	--

Reg

05306

					1.00		
--	--	--	--	--	------	--	--

Reg

Oswego Co CR 17 over Fish Creek BNY

Environmental

13000							.50
-------	--	--	--	--	--	--	-----

Reg

Client: Oswego County

DAILY TOTALS

			12.00	7.00	8.00	8.00	8.00
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Reg



503

**RE: Cornwall Rd over Cazenovia Creek
PIN 5765.55**

**Progress Report No. 19: August 29, 2026 through October 2, 2026
Achievements**

- Coordinated construction schedule with Erie County
- Finalized the design parameters
- Finalized the plan set and PS&E documents.

Scheduled Statement

- The project is on schedule

Budget Statement

- On Budget.

Planned For Next Month

- Receive permission to advertise

Items Required

- Any additional comments.

Very truly yours,

Gerard J. Sentz, P.E.
Vice President
Foit-Albert Associates



**AZAR
DESIGN
CO**

LETTER OF TRANSMITTAL

Date: October 7, 2026

**FORMERLY
FOIT-ALBERT ASSOCIATES**

Project No. 240300.02

TO: Town of Aurora
David Gunner – Dgunner@townofaurora.com
Martha Librock – Mlibrock@townofaurora.com
575 Oakwod Avenue
East Aurora, NY 14052

RE: Cornwall Rd Over Cazenovia Creek
PIN 5765.55

WE ARE SENDING YOU ☒ Attached ☐ Under separate cover via _____ the following items:

- ☐ Shop drawings ☐ Prints ☐ Plans ☐ Samples ☐ Specifications
☐ Copy of letter ☐ Change order ☐ _____

COPIES	DATE	NO.	DESCRIPTION	ACTION CODE
1	10/07/26	19	Consultants Payment Request	

ACTION CODE:

- | | | |
|--------------------------|--|-------------------------------------|
| 1 For approval | 6 No exceptions taken | 11 Return ____ corrected prints |
| 2 For your use | 7 Make corrections noted | 12 Prints returned after loan to us |
| 3 As requested | 8 Revise & resubmit ____ copies for review | 13 _____ |
| 4 For review and comment | 9 Rejected | _____ |
| 5 For bids due _____ | 10 Submit ____ copies for distribution | |

Please process for payment.

Thank you,

Email: sdabb@azardzn.com

COPY TO ☒ CENTRAL FILE

SIGNED Scott Dabb, Accounting Manager

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

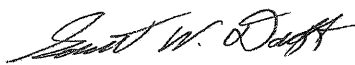
PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 19
Work Period (this est.) FROM 8/29/26 TO 10/02/26		
Payee Name: Azar Design Co., Formerly Foit-Albert Assoc 295 Main Street, Suite 200 Buffalo New York 14203		
Current Completion Date MIR Date _/_/_. (completed by SPONSOR)		
Original Contract Amount		\$253,750.56
Current Contract Amount		\$253,750.56
(includes thru approved S.A. NO.)		
RRDA NO. (if applicable)		

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$231,790.42	
2. Work reported on this estimate	\$11,318.59	
3. Total work reported to date (must equal page 2)	\$243,109.01	
4. Adjustments (Sponsor use only)		
Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$243,109.01	
7. Previous payments	\$231,790.42	
8. Payment requested or processed	\$11,318.59	

CERTIFICATION BY CONSULTANT

I, Scott W. Dabb. , do hereby certify that I am Controller of Azar Design Co, consultant for the work referred to in the foregoing reimbursement request, that I am the person in whose name, the foregoing account against the State of New York is rendered; that the labor, materials, expenses or services charged for were actually delivered, incurred or rendered, as named, heretofore, and that the prices charged are just and reasonable; that the expenses detailed herein were actually incurred; that the services specified were actually rendered as charged; and further, that no percentage or compensation has been paid or promised to be paid to any manager, trustee, officer or employee of said institution, department, board of commission by reason of the claimant having been allowed to sell to, incur expenses for, or render services to, said institution; and also, that to the best of my knowledge and belief, no manager, trustee, officer or employee of said institution, department, board of commission has or has had, any interest directly or indirectly in said article, materials, expenses or services; and that no part of the foregoing account has been paid, and that the above statement is true and correct.

By my signature I further certify that all partial payments due to subconsultants or subcontractors in accordance with Article 5 of the subject consultant agreement have been paid.

October 7, 2026 0 (DATE)	 (SIGNATURE)
----------------------------------	---

CERTIFICATION BY SPONSOR

I, _____, do hereby certify that I am the _____
(Name) (Title)

in the supervision of the work described in the attached consultant's reimbursement request; that the materials, labors and services have been furnished and the work properly performed in accordance with the contract and that payment in the sum of \$ _____ can be made on this contract without detriment of the interests of the sponsor, _____ to the best of my knowledge and belief.

_____ (DATE)	_____ (SIGNATURE)
-----------------	----------------------

CONSULTANT'S REIMBURSEMENT REQUEST

SPONSOR CONTRACT NO.

ESTIMATE NO. 19

IMPORTANT: The amounts reported below for each PIN must be supported by a
CONSULTANT'S REIMBURSEMENT REQUEST CONTINUATION FORM FIN 422
A SEPARATE FORM FIN 422 must be completed for each nine digit pin.

**FAILURE TO REPORT ALL COSTS PROPERLY BY 9 DIGIT PIN
MAY RESULT IN THE REJECTION OF THIS ESTIMATE**

PIN (MUST BE 9 DIGITS)	WORKED PERFORMED			MAXIMUM ALLOC. THRU SA	FUNDS REMAINING OVER/UNDER
	CURRENT	PRIOR	TO DATE		
5765.55.121	\$11,318.59	\$231,790.42	\$243,109.01	\$249,925.52	\$6,816.51
5765.55.122	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5765.55.123	\$0.00	\$0.00	\$0.00	\$3,825.04	\$3,825.04
TOTAL	\$11,318.59	\$231,790.42	\$243,109.01	\$253,750.56	\$10,641.55
LESS: RETAINAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL NET OF RETAINAGE	\$11,318.59	\$231,790.42	\$243,109.01	\$253,750.56	\$10,641.55

FEDERAL AID PROJECT CONSULTANT REIMBURSEMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.

ESTIMATE NO. 19

CONSULTANT NAME:

COUNTY: Erie

PIN (MUST BE NINE DIGITS) 5765.55.121

DESCRIPTION (THIS PIN ONLY)

FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	\$4,755.71	\$79,321.25	\$84,076.96
1B OVERTIME (PREMIUM)	\$0.00	\$0.00	\$0.00
II DIRECT NON-SALARY COST (EXCLUDING SUBS)	\$0.00	\$2,391.43	\$2,391.43
II SUBCONTRACTOR 1 Lighthouse	\$0.00	\$271.88	\$271.88
II SUBCONTRACTOR 2 Whitestone		\$9,620.00	\$9,620.00
III OVERHEAD (ON IA ONLY) 138%	\$6,562.88	\$109,463.35	\$116,026.23
SUBTOTAL \$	\$11,318.59	\$201,067.91	\$212,386.50
II FIXED OR NET FEE 11% MAXIMUM PAYABLE \$15,893.99	\$0.00	\$17,357.22	\$17,357.22
II SUBCONSULTANT 1 JM Davidson	\$0.00	\$13,365.29	\$13,365.29
II SUBCONSULTANT 2	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 3	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 4	\$0.00	\$0.00	\$0.00
I SPECIFIC HOURLY RATE CONTRACT			
I LUMP SUM CONTRACT			
SUBTOTAL	\$0.00	\$30,722.51	\$30,722.51
LESS: AMOUNT OVER APPROVED MAP	\$0.00	\$0.00	\$0.00
TOTAL	\$11,318.59	\$231,790.42	\$243,109.01

**NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF CONSULTANT'S REIMBURSEMENT REQUEST,
FIN 421LL (OR FOR SUBCONSULTANT CARRY FORWARD TO PRIME'S FIN 422LL)**

FEDERAL AID PROJECT CONSULTANT REIMBURSEMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.

ESTIMATE NO. 19

CONSULTANT NAME:

COUNTY: Erie

PIN (MUST BE NINE DIGITS) 5765.55.122

DESCRIPTION (THIS PIN ONLY)

FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	\$0.00	\$0.00	\$0.00
IB OVERTIME (PREMIUM)	\$0.00	\$0.00	\$0.00
II DIRECT NON-SALARY COST (EXCLUDING SUBS)	\$0.00	\$0.00	\$0.00
II SUBCONTRACTOR 1			
II SUBCONTRACTOR 2			
III OVERHEAD (ON IA ONLY) 134%	\$0.00	\$0.00	\$0.00
SUBTOTAL \$	\$0.00	\$0.00	\$0.00
II FIXED OR NET FEE 11% MAXIMUM PAYABLE \$0.00	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 1	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 2	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 3	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 4	\$0.00	\$0.00	\$0.00
I SPECIFIC HOURLY RATE CONTRACT			
I LUMP SUM CONTRACT			
SUBTOTAL	\$0.00	\$0.00	\$0.00
LESS: AMOUNT OVER APPROVED MAP			
TOTAL	\$0.00	\$0.00	\$0.00

**NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF CONSULTANT'S REIMBURSEMENT REQUEST,
FIN 421LL (OR FOR SUBCONSULTANT CARRY FORWARD TO PRIME'S FIN 422LL)**

FEDERAL AID PROJECT CONSULTANT REIMBURSEMENT REQUEST CONTINUATION

COMPTROLLER'S CONTRACT NO.

ESTIMATE NO. 19

CONSULTANT NAME:

COUNTY: Erie

PIN (MUST BE NINE DIGITS) 5765.55.123

DESCRIPTION (THIS PIN ONLY)

FEDERAL AID PROJECT NO.

CATEGORY	WORK PERFORMED		
	Current	Prior	To date
IA DIRECT TECHNICAL SALARY	\$0.00	\$0.00	\$0.00
1B OVERTIME (PREMIUM)	\$0.00	\$0.00	\$0.00
II DIRECT NON-SALARY COST (EXCLUDING SUBS)	\$0.00	\$0.00	\$0.00
II SUBCONTRACTOR 1			
II SUBCONTRACTOR 2			
III OVERHEAD (ON IA ONLY) 138%	\$0.00	\$0.00	\$0.00
SUBTOTAL \$	\$0.00	\$0.00	\$0.00
II FIXED OR NET FEE 11% MAXIMUM PAYABLE \$922.49	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 1 Right of Way Professionals	\$ -	\$0.00	\$0.00
II SUBCONSULTANT 2	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 3	\$0.00	\$0.00	\$0.00
II SUBCONSULTANT 4	\$0.00	\$0.00	\$0.00
I SPECIFIC HOURLY RATE CONTRACT			
I LUMP SUM CONTRACT			
SUBTOTAL	\$0.00	\$0.00	\$0.00
LESS: AMOUNT OVER APPROVED MAP			
TOTAL	\$0.00	\$0.00	\$0.00

**NOTE: TOTAL MUST BE CARRIED FORWARD TO PAGE 2 OF CONSULTANT'S REIMBURSEMENT REQUEST,
FIN 421LL (OR FOR SUBCONSULTANT CARRY FORWARD TO PRIME'S FIN 422LL)**

COST CONTROL REPORT

Estimate No 19
For Period: 08/29/26-10/02/26

Consultant Name: Azar Design Co.
NYSOT Contract No:
PIN Number 5765.55.121
Project Name: Cornwall Rd Over Cazenovia Creek

TASK NUMBER	COST ITEM	1 THIS PERIOD	2 TO DATE	3 ESTIMATED TO COMPLETE	4 ESTIMATED TOTAL (2+3)	5 BUDGET	6 BUDGET (5) + AUTHORIZED EXTRA WORK	7 UNDER (OVER) (5-4)	8 % PHASE COMPLETE	9 % (4/5)
	Direct Technical Labor	\$4,755.71	\$84,076.96	\$2,291.16	\$86,368.12	\$67,368.12	\$67,368.12	(\$19,000.00)	125%	128%
	Direct Technical Labor (Premium Portion)	\$0.00	\$0.00	\$0.00	\$0.00	\$151.48	\$151.48	\$151.48	0%	0%
1. TOTAL DIRECT TECHNICAL LABOR (DTL)		\$4,755.71	\$84,076.96	\$2,291.16	\$86,368.12	\$67,519.60	\$67,519.60	(\$18,848.52)		
2. OVERHEAD (134% ON DTL)		\$6,562.88	\$116,026.23	\$3,070.15	\$119,096.38	\$90,273.28	\$90,273.28	(\$28,823.10)	129%	132%
3. PRIME DIRECT NON-SALARY COST (DNSC) (Excluding subcontractor & subconsultant cost)		\$0.00	\$2,391.43	\$483.99	\$2,875.42	\$4,875.42	\$4,875.42	\$2,000.00	49%	59%
4. FIXED FEE		\$0.00	\$17,357.22	\$0.00	\$17,357.22	\$17,357.22	\$17,357.22	\$0.00	100%	100%
5. SUBCONTRACTOR'S COST:		\$0.00	\$9,891.88	\$0.00	\$9,891.88	\$14,000.00	\$14,000.00	\$4,108.12		
6. SUBCONSULTANT COST:		\$0.00	\$13,365.29	\$934.71	\$14,300.00	\$55,900.00	\$55,900.00	\$41,600.00	0%	0%
TOTAL A: (1+2+3+4)		\$11,318.59	\$219,851.84	\$5,845.30	\$225,697.14	\$180,025.52	\$180,025.52	(\$45,671.62)		
Amount Over MAP		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
TOTAL B: TOTAL COST (1+2+3+4+5+6+7)		\$11,318.59	\$243,109.01	\$6,780.01	\$249,889.02	\$249,925.52	\$249,925.52	\$36.50	97%	100%

MAXIMUM AMOUNT PAYABLE \$249,925.52

CONSULTANTS Consultant Manager

Scott W. Dabb

Name: Scott W. Dabb
Title: Controller
October 7, 2026

FOR SPONSOR USE ONLY

Reviewed by: _____

Date _____

Action Needed: _____

Consultant Name: Azar Design Co.
 NYSDOT Contract No:
 PIN Number 5765.55.122
 Project Name: Cornwall Rd Over Cazenovia Creek

6

MAXIMUM AMOUNT PAYABLE CONSULTANT'S Consultant Manager	\$0.00	FOR SPONSOR USE ONLY
		Reviewed by: _____
Name: Scott W. Dabb Title: Controller October 7, 2026		Date _____
		Action Needed: _____

CONSULTANTS Consultant Manager

100

Name: Scott W. Dabb
Title: Controller
October 7, 2026

COST CONTROL REPORT

Estimate No 19
For Period: 08/29/26-10/02/26

Consultant Name: Azar Design Co.
NYSDOT Contract No: 5765.55.123
PIN Number: 5765.55.123
Project Name: Cornwall Rd Over Cazenovia Creek

TASK NUMBER	COST ITEM	1 THIS PERIOD	2 TO DATE	3 ESTIMATED TO COMPLETE	4 ESTIMATED TOTAL (2+3)	5 BUDGET	6 BUDGET (5) + AUTHORIZED EXTRA WORK	7 UNDER (OVER) (5-4)	8 % PHASE COMPLETE	9 % (4/5)
1433	Direct Technical Labor	\$0.00	\$0.00	\$1,472.64	\$1,472.64	\$1,472.64	\$1,472.64	\$0.00	0%	100%
	Direct Technical Labor (Premium Portion)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!
1. TOTAL DIRECT TECHNICAL LABOR (DTL)		\$0.00	\$0.00	\$1,472.64	\$1,472.64	\$1,472.64	\$1,472.64	\$0.00		
2. OVERHEAD (134% ON DTL)		\$0.00	\$0.00	\$1,973.34	\$1,973.34	\$1,973.34	\$1,973.34	\$0.00	0%	100%
3. PRIME DIRECT NON-SALARY COST (DNSC) (Excluding subcontractor & subconsultant cost)		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	#DIV/0!	#DIV/0!
4. FIXED FEE		\$0.00	\$0.00	\$379.06	\$379.06	\$379.06	\$379.06	\$0.00	0%	100%
5. SUBCONTRACTOR'S COST:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
6. SUBCONSULTANT COST:		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	0%
TOTAL A: (1+2+3+4)		\$0.00	\$0.00	\$3,825.04	\$3,825.04	\$3,825.04	\$3,825.04	\$0.00		
TOTAL B: TOTAL COST (1+2+3+4+5+6+7)		\$0.00	\$0.00	\$3,825.04	\$3,825.04	\$3,825.04	\$3,825.04	\$0.00	0%	100%

\$3,825.04

MAXIMUM AMOUNT PAYABLE
CONSULTANTS Consultant Manager

FOR SPONSOR USE ONLY


Name: Scott W. Dabb
Title: Controller
October 7, 2026

Reviewed by: _____
Date _____
Action Needed: _____

FIXED FEE Spreadsheet

Azar Design Estimate # 19

PIN # 5765.55.121

Overhead 138%
Approved OH

Orig Agree

Total Fixed Fee	15,893.99	15,893.99
Total Est Cost	160,698.92	160,698.92
Subconsultant	0.00	0.00

Estimate #	19
Direct Tech Labor (reg)	4,755.71
Direct Tech Labor (OT)	0.00
DNSC	0.00
Overhead	6,562.88
	11,318.59
Fixed Fee	0.00
Subconsultant	0.00
TOTAL	11,318.59

Fixed Fee = [(Direct Tech Labor + Overhead) x 11%]

DNSC = Direct Non-Salary Costs excluding subconsultants but including subcontractors

FIN423LL (05/12)

FEDERAL-AID PROJECT CONSULTANT'S PAYROLL ABSTRACT

NYS DOT CONTRACT NO.

ESTIMATE NO. 19

CONSULTANT NAME Azar Design Co.
16-1210859

PIN (must be 9 digits) 5765.55.121

FOR PERIOD 08/29/26-10/02/26

NOTE: Use continuation sheet and carry total forward when
items are too numerous to record below:

EMPLOYEE'S NAME	TITLE AS SHOWN IN CONTRACT	HOURLY RATE	HOURS	ITEM IA DIRECT TECHNICAL SALARY	ITEM IB OVERTIME PREMIUM
Boatwright, Otis	Senior CADD Designer III	\$48.10	14.50	\$697.45	
Cox, Michael	Project Manager VV	\$71.02	2.00	\$142.04	
Dimmig, Carl	Engineer IV	\$51.00	30.50	\$1,555.50	
LaPorte, William	Engineer IV	\$48.67		\$0.00	
Oakley-Craven, Elizabeth	Engineer III	\$43.30		\$0.00	
Luglio, Francis	Engineer III	\$41.20	15.00	\$618.00	
Pytlik, Jacob	Junior Engineer II/I	\$32.00	5.25	\$168.00	
Sentz, Gerard	Senior Project Manager IX	\$113.56		\$0.00	
Sinatra, Harrison	Engineer III	\$43.16	29.50	\$1,273.22	
Wolfe, Benjamin	Project Manager VII	\$72.12		\$0.00	
Carling, Karen	Sr, Environmental Scientist IV	\$60.00		\$0.00	
Dixon, Eric	Environmental Scientist III	\$30.00		\$0.00	
Knoell, Kurt	Senior Environmental Scientist III	\$45.00		\$0.00	
Moy, Yeuk	Envionmental Scientist III	\$41.20		\$0.00	
Perry, Tara	Environmental Scientist III	\$36.31		\$0.00	
Stringer, Katy	Environmental Scientist III	\$33.50	9.00	\$301.50	
TOTAL FROM CONTINUATION SHEETS					
TOTAL			105.75	\$4,755.71	\$0.00

Employee Name: Cox, Michael

Timesheet Period: 9/11/2026

Posted Signed Approved Electronically by: Cox, Michael 9/14/2026 7:39:19 AM Electronically by: Sentz, Gerard J. 9/14/2026 9:54:28 AM

			Total Hr	Sat 9/5	Sun 9/6	Mon 9/7	Tue 9/8	Wed 9/9	Thu 9/10	Fri 9/11	
000002.00	0E	Vacation									
		Transporation/Struct Eng	Reg					2.00			
000004.00	0E	Holiday									
		Transportation/Struct Eng	Reg			8.00					
000022.00	00	Transportation/Structural Eng Overhead									
		Overhead - Trans/Struct	Reg				2.50			1.00	
018087.02	0E	NY 19 & 98 Lift Bridge Rehabilitation									
		Engineering	Reg				3.00				
021064.02	0E	Waverly St Bridge Investigation									
		Transportation	Reg							1.00	
220260.02		Garden State Connector									
			Reg					3.50	4.00	1.50	
220601.00	0E	Town of Hoosick BNY Cottrell Road Bridge									
		Transportation/Struct Eng	Reg					1.50	.50		
220619.00	0E	Schoharie County BNY West Fulton Rd									
		Transportation/Structural	Reg				.50		2.00		
240300.02	0E	Cornwall Rd Culvert									
		Transportation/Struct Eng	Reg							2.00	
240451.00	0E	Town of Herkimer Shells Bush Rd Bridge									
		Transportation/Struct Eng	Reg				2.00	1.00	2.00	2.00	

Client: Modjeski and Masters, Inc.

Client: AECOM

Client: Town of Hoosick

Client: Schoharie County

Client: Town of Aurora

Client: Town of Herkimer

		Total Hr	Sat 9/5	Sun 9/6	Mon 9/7	Tue 9/8	Wed 9/9	Thu 9/10	Fri 9/11	
260225.00	Guy Park Manor Environmental Resiliency									
0E	Transportation/ Struct Eng.									
	E6000	Reg					.50		.50	
260236.00	Dunkirk Armory Masonry Repairs									
	13000	Reg							.50	
					8.00	8.00	8.50	8.50	8.50	8.50
	DAILY TOTALS	Reg								

Client: Rifenburg Construction

Client: WSP USA

Employee Name: Dimmig, Carl
Timesheet Period: 9/4/2026

Posted

Signed

Approved

Electronically by: Dimmig, Carl P 9/4/2026 4:49:18 PM

Electronically by: Sentz, Gerard J. 9/8/2026 11:03:58 AM

Total Hr	Sat 8/29	Sun 8/30	Mon 8/31	Tue 9/1	Wed 9/2	Thu 9/3	Fri 9/4
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000022.00 Transportation/Structural Eng Overhead

00 Overhead -Trans/Struct

18.50			2.50	4.00	4.00	4.00	4.00
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Reg

00000

Cornwall Rd Culvert

240300.02

Transportation/Struct Eng

OE

17.50			2.50	4.00	4.00	4.00	3.00
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Reg

E3000

36.00			5.00	8.00	8.00	8.00	7.00
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Reg

DAILY TOTALS

Client: Town of Aurora

Timesheet Period: 9/18/2026

Posted

Signed

Electronically by: Dimmig, Carl P 9/21/2026 10:23:28 AM

Approved

Electronically by: Sents, Gerard J. 9/21/2026 7:07:00 PM

Total Hr	Sat 9/12	Sun 9/13	Mon 9/14	Tue 9/15	Wed 9/16	Thu 9/17	Fri 9/18
-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------

000022.00	Transportation/Structural Eng Overhead						
00	Overhead -Trans/Struct						
00000	Reg		2.00				

240300.02	Cornwall Rd Culvert						
0E	Transportation/Struct Eng						
E3000	Reg		3.00				

Client: Town of Aurora

Client: Town of Herkimer

240451.00	Town of Herkimer Shells Bush Rd Bridge						
0E	Transportation/Struct Eng						
20000	Reg		3.00	8.00	8.00	8.00	8.00
	Reg		8.00	8.00	8.00	8.00	8.00

DAILY TOTALS

Timesheet Period: 9/25/2026

Posted	Signed	Electronically by: Dimmig, Carl P 9/25/2026 4:42:02 PM								
		Electronically by: Cox, Michael 9/28/2026 10:52:40 AM								
		Total Hr	Sat 9/19	Sun 9/20	Mon 9/21	Tue 9/22	Wed 9/23	Thu 9/24	Fri 9/25	
000020.00	General Administration	8.00			2.00	2.00	2.00	1.00	1.00	
	E7101	Reg								
240300.02	Cornwall Rd Culvert									
0E	Transportation/Struct Eng	2.00						1.00	1.00	
	E3000	Reg								
240451.00	Town of Herkimer Shells Bush Rd Bridge									
0E	Transportation/Struct Eng	29.00			6.00	6.00	6.00	6.00	5.00	
	20000	Reg			8.00	8.00	8.00	8.00	7.00	
	DAILY TOTALS	39.00								

Employee Name: Luglio, Francis

Timesheet Period: 9/4/2026

Posted

Signed

Approved

Electronically by: Luglio, Francis 9/4/2026 2:41:01 PM

Electronically by: Cox, Michael 9/4/2026 2:47:40 PM

Total	Sat	Sun	Mon	Tue	Wed	Thu	Fri
Hr	8/29	8/30	8/31	9/1	9/2	9/3	9/4

Transportation/Structural Eng Overhead

Overhead -Trans/Struct

5.00			1.00				4.00
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Reg

000022.00

00

Cornwall Rd Culvert

Transportation/Struct Eng

15.00			7.00	8.00			
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Reg

240300.02

0E

Town of Hoosick BNY Cottrell Road Bridge

Transportation/Struct Eng

20.00					8.00	8.00	4.00
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Reg

220601.00

0E

DAILY TOTALS

40.00			8.00	8.00	8.00	8.00	8.00
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Reg

Employee Name: Pytlík, Jacob
Timesheet Period: 9/18/2026

Posted

Signed

Approved

Electronically by: Pytlík, Jacob 9/18/2026 4:02:52 PM

Electronically by: Cox, Michael 9/21/2026 10:09:15 AM

Total Hr	Sat 9/12	Sun 9/13	Mon 9/14	Tue 9/15	Wed 9/16	Thu 9/17	Fri 9/18
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000022.00

00

Transportation/Structural Eng Overhead

Overhead - Trans/Struct

Reg

5.00

.50

3.50

021064.02

0E

Waverly St Bridge Investigation

Transportation

Reg

29.00

7.00

8.00

7.50

5.50

1.00

Client: Town of Aurora

240300.02

0E

Cornwall Rd Culvert

Transportation/Struct Eng

Reg

5.25

2.50

2.75

Client: Schoharie County

220619.00

0E

Schoharie County BNY West Fulton Rd

Transportation/Structural

Reg

.75

8.00

8.00

8.00

8.00

8.00

DAILY TOTALS

Reg

40.00

Timesheet Period: 9/1/2026

Posted		Signed		Electronically by: Sinatra, Harrison 9/14/2026 9:36:22 AM													
Approved		Electronically by: Cox, Michael 9/14/2026 9:41:48 AM															

Client: KC Engineering and Land Surveying, P.C.

Client: Town of Aurora

Client: Town of Aurora

Client: Town of Hoosick

Timesheet Period: 9/18/2026

Posted	Signed Approved	Electronically by: Sinatra, Harrison 9/21/2026 11:04:02 AM Electronically by: Sentz, Gerard J. 9/21/2026 7:06:59 PM							
		Total Hr	Sat 9/12	Sun 9/13	Mon 9/14	Tue 9/15	Wed 9/16	Thu 9/17	Fri 9/18
000003.00 OE	Sick/Personal Leave Transportation/Struct Eng Reg	4.00						4.00	
000022.00 00	Transportation/Structural Eng Overhead Overhead - Trans/Struct Reg	3.00			1.50		1.50		
000025.00	Business Development/Proposals Reg	6.50			3.00	3.00			.50
021064.02 OE	Waverly St Bridge Investigation Transportation Reg	4.50			.50	3.00			1.00
230092.01	I-81 Overhead Sign Structures Reg								Client: KC Engineering and
230092.02	I-81 Signage Reg	2.50					1.50		Client: KC Engineering and
240046.01 OE	Town of Eden Larkin Road Culvert Replac Transportation/Struct Eng Reg	6.00				2.00			Client: Town of Eden
240300.02 OE	Cornwall Rd Culvert Transportation/Struct Eng Reg	12.50			2.00		5.00	4.00	Client: Town of Aurora
240233.00 OV	NYS DOT Micron EIS D041218 Environmental Reg	1.00			1.00				Client: Hardesty & Hanover
DAILY TOTALS		40.00			8.00	8.00	8.00	8.00	8.00

Team: 06 Environmental
Employee Name: Stringer, Katy
Timesheet Period: 9/1/2026

Posted	Signed	Approved	Electronically by: Stringer, Katy 9/14/2026 6:26:46 AM							
			Electronically by: Carling, Karen 9/14/2026 10:36:06 PM							
			Total Hr	Sat 9/5	Sun 9/6	Mon 9/7	Tue 9/8	Wed 9/9	Thu 9/10	Fri 9/11
000004.00 OV	Holiday Environmental									
		Reg	8.00			8.00				
020033.01 OV	Route 4 over Hudson River Environmental									
		Reg	1.50					1.50		
220071.00 OV	NYSDOT I-290 Design D038246 Environmental									
		Reg	3.50					1.00	2.50	
220377.00 OV	NYPA Term Niagara Bridge Superstructure Environmental									
		Reg	1.00					1.00		
220601.00 OV	Town of Hoosick BNY Cottrell Road Bridge Environmental									
		Reg	2.00				2.00			
240233.00 OV	NYSDOT Micron EIS D041218 Environmental									
		Reg	8.00						3.50	4.50
240300.01 OV	Brooklea Drive Bridge Environmental									
		Reg	1.50					1.50		
240300.02 OV	Cornwall Rd Culvert Environmental									
		Reg	1.50							1.50
240300.04 OV	Ross Rd Bridge Environmental									
		Reg	7.50				6.00	1.50		

Client: McFarland-Johnson, Inc.

Client: Colliers Engineering & Design

Client: Stantec Consulting Services Inc.

Client: Town of Hoosick

Client: Hardesty & Hanover, LLC

Client: Town of Aurora

Client: Town of Aurora

Client: Town of Concord

9/4/2026 through 10/2/2026

		Total Hr	Sat 9/5	Sun 9/6	Mon 9/7	Tue 9/8	Wed 9/9	Thu 9/10	Fri 9/11
250057.00	NYSDOT Cross County Parkway Viaduct								
0V	Environmental								
13000	Reg	5.50					1.50	2.00	2.00
DAILY TOTALS					8.00	8.00	8.00	8.00	8.00

Client: Hardesty & Hanover, LLC

Timesheet Period: 9/25/2026

Posted	Signed Approved	Electronically by: Stringer, Katy 9/28/2026 11:57:09 AM		Electronically by: Carling, Karen 9/28/2026 4:32:26 PM						
		Total Hr	Sat 9/19	Sun 9/20	Mon 9/21	Tue 9/22	Wed 9/23	Thu 9/24	Fri 9/25	
000024.00	00	Environmental Team General Overhead								
	00000	General Overhead						1.00		
		Reg						1.00		
220071.00	0V	NYSDOT I-290 Design D038246								
	13000	Environmental				6.50	2.00	2.50	2.00	
		Reg								
240233.00	0V	NYSDOT Micron EIS D041218								
	13000	Environmental			.50		2.00	4.50	5.50	
		Reg								
240300.01	0V	Brooklea Drive Bridge								
	13000	Environmental			5.75		2.50			
		Reg								
240300.02	0V	Cornwall Rd Culvert								
	13000	Environmental				1.00				
		Reg								
240300.04	0V	Ross Rd Bridge								
	13000	Environmental			1.75		1.00		.50	
		Reg								
250057.00	0V	NYSDOT Cross County Parkway Viaduct								
	13000	Environmental				.50	.50			
		Reg								
		DAILY TOTALS								
		Reg			8.00	8.00	8.00	8.00	8.00	

Client: Colliers Engineering & Design

Client: Hardesty & Hanover, LLC

Client: Town of Aurora

Client: Town of Aurora

Client: Town of Concord

Client: Hardesty & Hanover, LLC