

Town of Aurora
Warrant Report

Unposted Batch Totals

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

Posted Batch Totals

Fund	Fund Description	Invoice Batch		Manual Checks		Total
		Paid	Unpaid	Paid	Unpaid	
A00	GENERAL FUND	\$59,950.09	\$0.00	\$0.00	\$59,950.09	\$0.00
DB0	HIGHWAY PART TOWN FUND	\$32,211.59	\$0.00	\$34,000.00	\$0.00	\$66,211.59
H70	VILLAGE BRIDGE REPAIRS	\$45,196.52	\$0.00	\$0.00	\$0.00	\$45,196.52
SR0	RUBBISH COLLECTION DISTRICT #1	\$589.05	\$0.00	\$0.00	\$0.00	\$589.05
TA0	TRUST AND AGENCY	\$284.86	\$0.00	\$0.00	\$0.00	\$284.86
ZP0	PRIVATE WATER SYSTEM	\$1,750.54	\$0.00	\$0.00	\$0.00	\$1,750.54
Posted Batch Grand Totals		\$139,982.65	\$0.00	\$34,000.00	\$0.00	\$173,982.65

Report Grand Totals

Fund	Fund Description	Invoice Batch		Manual Checks		Total
		Paid	Unpaid	Paid	Unpaid	
A00	GENERAL FUND	\$59,950.09	\$0.00	\$0.00	\$59,950.09	\$0.00
DB0	HIGHWAY PART TOWN FUND	\$32,211.59	\$0.00	\$34,000.00	\$0.00	\$66,211.59
H70	VILLAGE BRIDGE REPAIRS	\$45,196.52	\$0.00	\$0.00	\$0.00	\$45,196.52
SR0	RUBBISH COLLECTION DISTRICT #1	\$589.05	\$0.00	\$0.00	\$0.00	\$589.05
TA0	TRUST AND AGENCY	\$284.86	\$0.00	\$0.00	\$0.00	\$284.86
ZP0	PRIVATE WATER SYSTEM	\$1,750.54	\$0.00	\$0.00	\$0.00	\$1,750.54
Grand Totals		\$139,982.65	\$0.00	\$34,000.00	\$0.00	\$173,982.65

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



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townclerk@townofaurora.com

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

MEMO

TO: Aurora Town Board
FROM: Kathleen Moffat
RE: Changes Made to the 2026 Preliminary Budget (Post Public Hearing)
DATE: 11/10/25

CHANGES MADE TO THE PRELIMINARY BUDGET APPROVED 10/14/25:

- Updated taxable valuations with final report from the Assessor
- Updated the Exemption Impact Report, with final report from the Assessor
- Updated Orchard Park delinquent water, as approved at the 10/14/25 Town Board meeting
- Added adopted budget from Aurora Colden fire district
- Added preliminary budget from South Wales fire district (The budget is scheduled to be adopted at their 11/10/25 meeting.)

NOTES:

- \$158,675 under the tax cap
- A Fund: 2.82% increase
- B Fund: .12% decrease
- DA Fund: 5.17% increase
- DB Fund: .21% increase
- Town Contribution Amounts toward Health Insurance
 - Employee Only: \$754
 - Employee + Child(ren): \$1,274
 - Employee + Spouse: \$1,500
 - Family: \$2,156

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



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SB
1-3

townclerk@townofaurora.com

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

To: Aurora Town Board

From: Martha Librock, Town Clerk

Date: November 5, 2025

Re: Azar Design Co. Payments -- East Fillmore Bridge
-- Church Street Bridge
-- Cornwall Road Culvert

Please consider approval of the following:

Payment no. 21 to Azar Design Co. in the amount of \$14,955.22 for professional services rendered from September 27 through October 31, 2025 for the East Fillmore Avenue bridge replacement project; and

Payment no. 21 to Azar Design Co. in the amount of \$23,081.89 for professional services rendered from September 27 through October 31, 2025 for the Church Street bridge replacement project; and

Payment no. 11 to Azar Design Co. in the amount of \$7,159.41 for professional services rendered from September 27 through October 31, 2025 for the Cornwall Road culvert replacement project; and

Funds will be disbursed from H7 5120.210.



**RE: East Fillmore Over Tannery Brook
PIN 5763.88**

Progress Report No. 21: September 27, 2025 through October 31, 2025

Achievements

- Review submittals from contractor, Performed EBO and APPIA
- Performed the Flood Encroachment Study report
- Field inspection

Scheduled Statement

- The bridge is open. Only minor items to complete

Budget Statement

- We are under budget

Planned For Next Month

- Complete the project

Items Required

- Nothing at this time

Very truly yours,

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

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 21
Work Period (this est.) FROM 09/27/25 TO 10/31/25		
Payee Name: Azar Design Co., Formerly Foit-Albert Associates 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date _/_/_. (completed by SPONSOR)	
	Original Contract Amount	\$194,783.63
	Current Contract Amount	\$269,435.63
	(includes thru approved S.A. NO.)	
	RRDA NO. (if applicable)	

	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$221,702.39	
2. Work reported on this estimate	\$14,955.22	
3. Total work reported to date (must equal page 2)	\$236,657.61	
4. Adjustments (Sponsor use only)		
Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$236,657.61	
7. Previous payments	\$221,702.39	
8. Payment requested or processed	\$14,955.22	

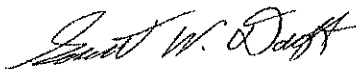
CERTIFICATION BY CONSULTANT

I, Scott W. Dabb, do hereby certify that I am Controller of Foit-Albert Associates, PC, 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.

November 4, 2025

(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)



**FORMERLY
FOIT-ALBERT ASSOCIATES**

**RE: Church Street Over Tannery Brook
PIN 5763.87**

Progress Report No. 21: September 27, 2025 through October 31, 2025

Achievements

- Review submittals from contractor, perform EBO and APPIA
- Continued field inspection

Scheduled Statement

- The road is open!

Budget Statement

- We are under budget.

Planned For Next Month

- Finalize closeout

Items Required

- Nothing at this time

Very truly yours,

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

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 21
Work Period (this est.) FROM 09/27/25 TO 10/31/25		
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> (completed by SPONSOR)
Original Contract Amount		\$160,698.92
Current Contract Amount		\$266,075.30
(includes thru approved S.A. NO.)		
RRDA NO. (if applicable)		

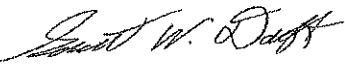
	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$248,863.37	
2. Work reported on this estimate	\$23,081.89	
3. Total work reported to date (must equal page 2)	\$271,945.26	
4. Adjustments (Sponsor use only)		
Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$271,945.26	
7. Previous payments	\$248,863.37	
8. Payment requested or processed	\$23,081.89	

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.

November 5, 2025 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)



**FORMERLY
FOIT-ALBERT ASSOCIATES**

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

Progress Report No. 11: September 27, 2025 through October 31, 2025

Achievements

- Addressed comments to draft DAD and resubmit the DAD.
- Prepare for the Public Meeting.

Scheduled Statement

- The project is on schedule

Budget Statement

- On Budget.

Planned For Next Month

- Address comments
- Resubmit DAD for Design Approval

Items Required

- Any additional comments.

Very truly yours,

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

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 11
Work Period (this est.) FROM 9/27/25 TO 10/31/25		
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		\$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	\$93,428.47	
2. Work reported on this estimate	\$7,159.41	
3. Total work reported to date (must equal page 2)	\$100,587.88	
4. Adjustments (Sponsor use only)		
Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$100,587.88	
7. Previous payments	\$93,428.47	
8. Payment requested or processed	\$7,159.41	

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.

November 5, 2025 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)

NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that a public hearing will be held by the Town Board of the Town of Aurora on the 24th day of November, 2025 at 6:30 p.m. at the Aurora Municipal Center located at 575 Oakwood Avenue, East Aurora, New York, 14052, at which hearing parties and interested citizens shall have an opportunity to be heard on a Site Plan application for the addition of a security booth on the property at 711 Knox Road, East Aurora, NY, with the continued use of the property as a place of religious instruction.

All interested parties are entitled to be heard upon the said proposal at said public hearing. Copies of the proposal is available for review at the offices of the Town Clerk during normal business hours or on the Town website www.townofaurora.com

Martha L. Libroek
Town Clerk
Town of Aurora

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NOTICE OF PUBLIC HEARING

PLEASE TAKE NOTICE, that a public hearing will be held by the Town Board of the Town of Aurora on the 24th day of November, 2025 at 6:30 p.m. at the Aurora Municipal Center located at 575 Oakwood Avenue, East Aurora, New York, 14052, at which hearing parties and interested citizens shall have an opportunity to be heard on a Site Plan application for the replacement of a gas canopy at 1045 Davis Road, PO West Falls, NY.

All interested parties are entitled to be heard upon the said proposal at said public hearing. Copies of the proposal is available for review at the offices of the Town Clerk during normal business hours or on the Town website www.townofaurora.com

Martha L. Libroch
Town Clerk
Town of Aurora

9/29/25 Final draft

Article XII

116-96 Purpose and Intent

The purpose of this article is to provide regulations which will protect the health, safety and welfare of the general public, conserve valuable energy resources, prevent light trespass from interfering with quality of life, protect ecological and natural resources, and preserve the ability to view the celestial features of the night sky for present and future generations. By this legislation, the Town Board establishes provisions and a process for review so that outdoor lighting that is protective of the environment is installed on all new construction and is used when current outdoor lighting fixtures that are not in compliance with this article need replacement. These standards provide for the following:

- A. Comprehensive regulations and guidelines in order for residents, business owners, and the municipality to comply with the standards set by the community for outdoor lighting.
- B. Preservation of rural character, aesthetic value, and the unique quality of life enjoyed by Town residents by preserving and enhancing the ability to view the night sky.
- C. Advancement of sound environmental policies which will benefit residents and serve as a positive example.
- D. Proper direction and use of light in order to minimize light trespass, and energy wasted on unnecessary and indiscriminate illumination.
- E. Elimination of the need for commercial establishments to compete for visual attention by escalating outdoor lighting levels
- F. Reduction in excessive illumination which can have a detrimental effect on flora and fauna that depend on the natural cycle of day and night for survival.
- G. Reduction in excessive illumination which can impact human circadian rhythm and health.
- H. Prevention of nuisances caused by unnecessary light intensity, and light trespass.
- I. Reasonable implementation of lighting changes to minimize impact on existing properties.

116-97 Definitions

As used in this article, the following terms shall have the meanings indicated;

Average Footcandles

The average level of illuminance for a given area measured at ground level with a light meter placed parallel to the ground.

Commercial Lighting

Any outdoor lighting intended for use on a lot with a business (except home occupation), industrial, or institutional use (or if undeveloped, is zoned for such use). Municipal buildings and facilities shall follow commercial standards.

Essential Lighting

Light used for a specified period of time that is necessary for a specific purpose, as defined herein, while said purpose is actively being served. This includes fully shielded lighting that is necessary to promote location identification, identify entrances and exits for public circulation, to illuminate walkways in order to promote public safety, and fully shielded security lighting activated by motion sensors and/or timers providing for illumination for a maximum period of 10 minutes per triggering event.

Excessive Lighting

Light that exceeds the amount that is needed to perform a visual task at night or is required for safety, per suggested minimum illuminance levels published by IES in its Recommended Practices.

Light Fixture

The complete lighting assembly that houses the lamp or lamps and can include all or some of the following parts: a housing, a mounting bracket or pole socket, a lamp holder, a ballast, a reflector or mirror, and/or a refractor or lens; also referred to as a "luminaire."

Flood- or Spotlight

Any light fixture or lamp that incorporates a reflector, a refractor, or a prismatic lens to concentrate the light output into a directed beam in a particular direction.

Fluorescent

A type of discharge lamp that employs mercury vapor and phosphors. Unlike incandescent lamps, fluorescent lamps require a ballast to regulate the flow of electricity.

Footcandle

The unit of measurement used to quantify the amount of light falling on a surface. One footcandle is the illuminance produced by a candle on a surface one-foot square from a distance of one foot.

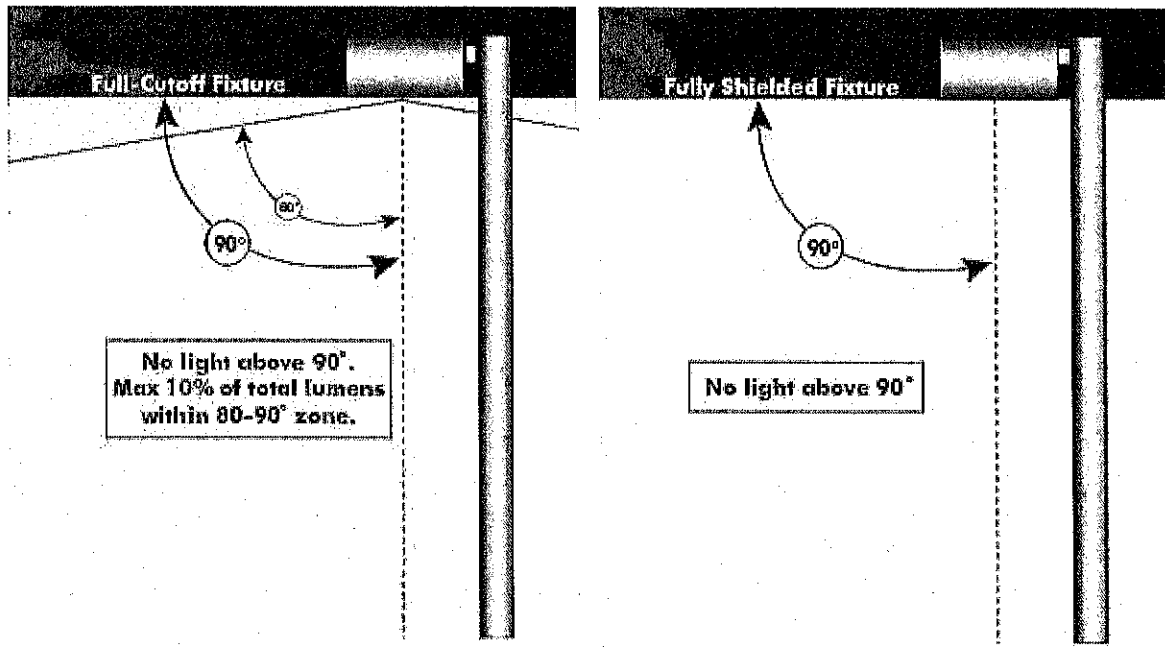
Full-Cutoff

For the purposes of this article, a "full-cutoff fixture" is considered one that delivers 100% of the total lumens within the 0° to 90° zone with a maximum of 10% of total lumens delivered within the 80° to 90° zone. Full-cutoff fixtures are considered fully shielded. See Figure 1.

Fully Shielded

A fixture constructed and installed in a fixed position and in such a manner that all light emitted is projected below the horizontal plane through the fixture's lowest light-emitting part. Unlike a full-cutoff fixture, a fully shielded fixture is not engineered to limit lumen distribution in the 80° to 90° zone. See Figure 1

Figure 1



High-Intensity Discharge (HID) Lighting

An energy-efficient family of lighting that includes high-pressure sodium, mercury vapor, and metal-halide-type bulbs. These types require a warmup time, usually require a ballast exclusive to the light source, and have a higher lumen output per watt than incandescent or halogen lamps.

Holiday Lighting

Temporary lighting of various types and colors installed in connection with holiday or religious observances and removed thereafter. Certain holiday lighting displays may require a Special Event Permit through the Town Board as per Town Code § 95-C.

Illuminance

The amount of light falling on a surface, measure in footcandles (lumens per square foot).

Lamp

A light bulb or other component of a fixture that changes electricity into visible light.

Lamp Type

The category to which a lamp belongs by virtue of the process by which it produces light. The principal categories are incandescent, fluorescent, low-pressure sodium, high-intensity discharge (HID) (which includes high-pressure sodium, metal halide, and mercury vapor), and LED (light-emitting diode). The categories vary in terms of:

- A. The amount of light output (lumens) per watt consumed;
- B. Lamp life;

- C. The color of the light emitted (Correlated Color Temperature); and
- D. The accuracy with which colors of an illuminated object are reproduced (Color Rendering Index).

LED (Light-Emitting Diode)

A semiconductor device that emits visible light when electrical current passes through it.

Lighting

Man-made illumination or equipment used to produce it.

Light Level

The illuminance as measured by a light meter or reported in photometric calculations. Light levels are indicated in footcandle measurements and may also be expressed as uniformity ratios, maximum or average to minimum.

Light Pollution

Any adverse effect of artificial light including, but not limited, glare, light trespass, skyglow, visual clutter, excessive or unnecessary lighting, or any artificial light that unnecessarily diminishes the ability to view the night sky or is disruptive to the natural environment.

Light Source

The light-emitting part or parts of a light fixture, consisting of the lamp or lamps and any transparent or translucent covering over the lamp, as well as any refractors, reflectors prismatic lenses, mirrors, or diffusers which emit or transmit light.

Light Trespass

Light projected onto a property or into the public right-of-way from a light source on a different property.

Low-Pressure Sodium

A type of discharge lamp that primarily employs sodium. These lamps have a higher lumen output per watt than HID lamps but low Color Rendering Index.

Lumen

The unit of measurement used to quantify the amount of light produced by a lamp or emitted from a fixture (as distinct from "watt," which is a unit of measurement of electrical power). For the purposes of this article, measurements in lumens shall refer to "initial lamp lumens" (as opposed to "maintained lamp lumens") as rated by the manufacturer when the lamp is new as listed on the packaging.

Luminaire

See "fixture."

Mercury Vapor

A type of high-intensity discharge lamp that uses mercury as the primary light-producing element. Mercury vapor lamps produce light with a cool Correlated Color Temperature (CCT) from 3000 to 7000 K.

Metal Halide

A type of high-intensity discharge lamp that uses mercury and several halide additives as light-producing elements. Metal halide lamps are typically available with cool Correlated Color Temperatures (CCT) from 2300 to 5400 K and with CRI values from 60 to 93.

Mounting Height

The vertical distance measured from the average elevation of the existing natural grade or average elevation of the approved grade (if cut/fill activities are proposed) to the lowest light-emitting part of an installed fixture.

Non-conforming

Lighting which does not meet the requirements and specifications contained in this article.

Nonessential Lighting

Lighting which is unnecessary for pedestrian passage or other tasks and therefore not generally useful (i.e. decorative and landscape lighting). This includes lighting intended for a specific task or purpose when said task or purpose is not being actively performed (i.e. parking lot illumination and wall mounted perimeter lights after business hours).

Nuisance Lighting

Any outdoor lighting that creates a potential hazard to the public, illuminates the interior of a neighboring residential structure from an external point, or creates a light trespass or glare to neighboring properties, thereby causing loss of enjoyment, comfort, or repose.

Outdoor Lighting

Lighting that provides illumination to a surface, building, structure, device, or other outdoor feature. Any fixture located indoors that is intended to illuminate something outdoors is considered outdoor lighting for the purposes of this article.

Photometric(s) or Photometry

A test to determine light distribution and performance of a fixture. A photometric report, which may include candlepower distribution data, cutoff or other light distribution classification, foot candle chart, etc., is generally available from the manufacturer.

Repair

Any service normally provided by an electrician to a light fixture or lighting installation, including replacement, modification, or relocation of any of the following: Poles, mounting arms, wiring, housings, or any component within or attached to a light fixture. Replacement of a user-serviceable lamp (i.e. light bulb) shall not by itself be considered a repair.

Residential Lighting

Any outdoor lighting on a lot having a structure or structures whose primary use is residential (or if undeveloped, is zoned for such use). Although reviewed as a commercial site plan, lighting plans for multifamily or condominium developments shall follow residential standards.

Searchlight

Lighting designed to project a high-intensity beam of light that is typically used to sweep the sky for promotional purposes.

Sensor (Motion)

A device that causes a light fixture to turn on or off in response to motion or light or infrared radiation or a combination thereof.

Shield or Shielded

An opaque device that is attached to a light fixture to prevent light from being emitted in certain directions. Auxiliary "back" or "house-side" shielding added to an already fully shielded fixture can help limit trespass where a fixture is located near the property line.

Streetlighting

Permanent outdoor lighting that is owned and maintained by a municipality or other public agency and that is specifically intended to illuminate streets for automotive vehicles and may also incidentally light sidewalks and private property.

Temporary lighting

Lighting which is intended to be used for a specified purpose and for a limited time and is removed thereafter.

Town

The Town of Aurora and its employees, officers, or agents, including any board committee, council, or department of the Town created by law or by the Town Board or by the Town Supervisor, the expenses of which are paid in whole or in part from Town Funds.

UL Rating

A reference to "Underwriters Laboratory," a commercial agency that certifies the maximum safe wattage for fixtures and other electrical devices. A UL label indicating the maximum safe wattage is affixed or imprinted on all light fixtures which are offered for sale.

Uniformity Ratio

A ratio that describes uniformity of illuminance across an area. The uniformity ratio may be a ratio of the maximum to minimum illuminance or the average to minimum illuminance.

Unshielded

A fixture designed or installed so that it is not fully shielded, i.e. emits light above the lowest light-emitting part of the fixture.

Watt

The standard unit of measurement of electrical power. One watt is one ampere of current flowing at one volt.

116-98 Applicability

- A. New lighting. All outdoor lighting newly installed after the effective date of this article shall comply with its provisions.
- B. Preexisting lighting. All properties with legally existing and operative outdoor lighting, at the effective date of this article shall be exempt from compliance, subject to the provisions below.

1. Any outdoor lighting fixture that is replaced, changed, repaired, or relocated, in whole or in part, after the effective date of this article shall comply with its provisions.
 - a. Commercial and Residential lighting. Subsequent to the effective date of this article, any addition or expansion that is made to a property, shall subject said addition or expansion to the provisions of this article. Existing lighting may remain in place unless specified by New York State Uniform Code requirements.
 2. Nuisance lighting. The exemption shall not apply if the Town determines that certain outdoor lighting creates nuisance lighting as defined in §116-97. If the Town determines that nuisance lighting exists on a property, that lighting shall comply with Subsection B(3) below, in accordance with the procedures outlined in §116-104B.
 - a. Light trespass shall be considered nuisance lighting when:
 - i. Illuminance at or beyond a property line abutting a residential or open space parcel exceeds 2 footcandles as measurable from any orientation of the measuring device; or
 - ii. Illuminance at or beyond a property line abutting a commercial property or public right-of-way exceeds 5 footcandles as measurable from any orientation of the measuring device; or
 - b. Light shall be considered a nuisance when such light illuminates the interior of a neighboring residential structure from an external point.
 3. Abatement of nuisance lighting. If the Town determines nuisance lighting ~~to existing~~ exists on a property, that lighting shall comply with either section below in accordance with the procedures outlined in §116-104B.
 - a. To the extent that the abatement of nuisance lighting will require re-aiming a fixture or re-lamping to reduce lumen output, such lighting shall be re-aimed and/or re-lamped so that the light source is not visible across property lines.
 - b. To the extent that the abatement of nuisance lighting will require removing, replacing, shielding, retrofitting, or relocating a fixture, such lighting shall be removed, replaced, shielded, retrofitting, or relocated so that the light source is not visible across property lines.
 4. Hours of operation. Preexisting lighting on both residential and commercial properties shall comply with the limits on hours of operation set forth in §§116-101D and 116-102D of this article.
 5. Streetlighting. No new light fixture (other than municipal streetlighting) shall be installed on a public utility pole after the effective date of this article.
- C. Use. Lighting plans and installations shall continue to be reviewed by the Town based on the use of a property and with due regard to the underlying zoning district as well as potential impacts to existing adjacent uses.
- D. Other laws.
1. In the case where this article is found to be in conflict with another provision of local law, the provision that is the more restrictive, or that which establishes the higher standard, shall prevail.
 2. Sign lighting. Illumination of signs shall be governed by §116-34 of this Chapter and any amendments thereto.

3. Special events. Outdoor lighting for special events shall be governed by Chapter 95-C (Special Events) of this Code and any amendments thereto.
- E. Other jurisdictions. Federal, state, county agencies, and school districts with facilities located within the Town are urged to comply with the provisions of this article except where doing so would conflict with established regulations.

116-99 Exempt and prohibited outdoor lighting.

- A. Exempt outdoor lighting. The following are exempt from the provisions of this article:
 1. All temporary emergency lighting determined to be necessary by the Chief of Police, Chief of Fire Department, Superintendent of Highways, or other firefighting or emergency service providers.
 2. Lighting used in municipal road construction or emergency repair or maintenance of utility lines, sewer, water mains or similar public infrastructure.
 3. Holiday lighting, as defined in §116-97.
 4. Flag uplighting, provided any such flag is not used for advertising purposes and the light source is not visible across property lines or from roadways.
 5. Lighting for radio and communication towers, provided that the owner or occupant demonstrates to the satisfaction of the Town Board that the Federal Aviation Administration (FAA) regulations can only be met through the use of lighting that does not comply with this article, and that the provisions of this article are otherwise met to the fullest extent possible. Lighting for any wireless communications facility shall not be permitted unless required by the FAA: in which case, required lighting shall be of the lowest allowed intensity, unless specifically forbidden by the FAA.
- B. Prohibited outdoor lighting. The following outdoor lighting shall not be permitted within the Town as of the effective date of this article, except as exempt above:
 1. Lighting used to illuminate a property other than that on which the fixture is located.
 2. Searchlights, except those used for governmental or emergency purposes.
 3. Strobe lights and laser lights, including laser light shows and aerial laser lights.
 4. Neon lights
 5. Fixtures that revolve or create blinking, flickering, scrolling, rotating, pulsating or tracing light, including on signs, exclusive of exempt holiday lighting.
 6. Flashing lights.
 7. Any type of lighting used to outline all or part of a building (i.e., a window, roof, or gable), except for fully recessed soffit lighting that otherwise complies with this article.
 8. Any light fixture that may be construed as or confused with a traffic signal or traffic control device.
 9. Lighting that is determined by municipal law enforcement to contribute to a condition of disabling or distracting glare into a public roadway.
 10. Mercury vapor (MV) lamps.

116-100 General standards for all outdoor lighting installations.

- A. All new or replacement outdoor lighting shall be designed, located, amped, directed, and maintained in order to prevent the following:
 1. Nuisance lighting.
 2. Excessive lighting and energy consumption.

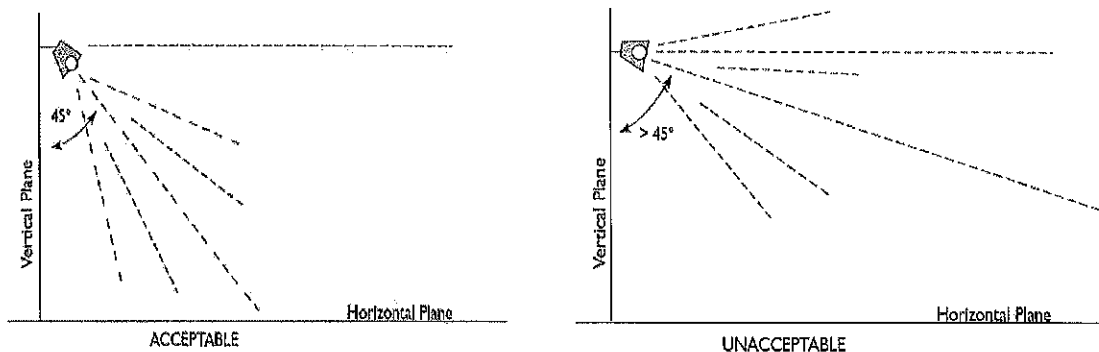
3. Light trespass.
4. Interference with pedestrian or vehicular travel on streets, roadways, and highways.

116-101 Residential lighting standards.

All residential and multi-family residential properties shall comply with the requirements of the New York State Uniform Code and the following standards:

- A. Nuisance prevention. Outdoor lighting on residential properties shall be designed and installed so that all light which is emitted by any outdoor light fixture shall not shine on or illuminate any neighboring property. No outdoor lighting shall be maintained or operated in such a manner so as to be nuisance lighting, as defined in §116-97.
- B. Shielding. All outdoor lighting fixtures shall be fully shielded and aimed straight downward, with the following exceptions:
 1. Outdoor lighting fixtures with total light output of 600 lumens (40 watts incandescent equivalent or less) are exempt from the shielding and aiming requirement above.
 2. Unshielded outdoor lighting fixtures operated by motion sensors are permitted, provided that:
 - i. The fixture is set to go on only when activated and to go off within ten minutes after activation has ceased; and
 - ii. The sensor shall not be triggered by activity off the property; and
 - iii. The output per fixture does not exceed 1,800 lumens (100 watts incandescent).
 3. Unshielded floodlights not exceeding 1,800 lumens (100 watts incandescent) are permitted, provided they are aimed no higher than 45°, as shown in Figure 2, and do not cause nuisance lighting, as defined in §116-97.

Figure 2



4. Driveway lighting. Unshielded lighting fixtures installed in or on a pillar or post at the foot of a driveway may not exceed 250 lumens (25 watts incandescent) per pillar/post.
- C. Mounting height.
 1. The mounting height of a light fixture attached to any structure shall not exceed 12 feet from the lowest light-emitting point on the fixture to the area to be lit directly below the fixture, except for fully recessed soffit lighting that otherwise complies with this article.

2. The mounting height of any freestanding light fixture shall not exceed 10 feet, and when located in the side and/or rear yards, shall have a minimum 10' setback from lot lines.
- D. Hours of operation. Automated shutoff controls for outdoor lighting are encouraged to conserve energy, to extinguish lighting that is not needed for safety, and to alleviate nuisance lighting.
1. Nonessential outdoor lighting shall not remain on continuously from 10:00pm until dawn.
 2. Essential outdoor lighting sufficient for security purposes may be in operation continuously from 10:00pm until dawn, provided that illumination on the ground or on any vertical surface is not greater than 1 footcandle.
- E. No light fixture on a residential property shall have a total light output exceeding 2,600 lumens (150 watts incandescent).

116-102 Commercial lighting standards.

Properties with commercial lighting, as defined in §116-97, shall comply with the New York State Uniform Code and the following standards.

- A. Nuisance prevention. Outdoor lighting on commercial properties shall be designed and installed so that all light that is emitted by any outdoor light fixture shall not shine on or illuminate any neighboring property. No outdoor lighting shall be maintained or operated in such a manner so as to be nuisance lighting as defined in §116-97.
- B. Shielding. Unless otherwise specified, all outdoor lighting fixtures shall be fully shielded and aimed straight downward.
- C. Mounting height.
1. Building or structure. Outdoor lighting fixtures shall not be installed at a height greater than 12 feet from grade to the lowest light-emitting part of the fixture, except for fully recessed soffit lighting that otherwise complies with this article.
 2. Free-standing pole. Outdoor lighting fixtures shall not be installed at a height greater than 10 feet from the natural grade to the lowest light-emitting part and shall be setback a minimum of 10 feet from lot lines.
 3. Parking lot lighting.
 - i. Lighting fixtures shall not be installed at a height greater than 20'.
 - ii. Shall have full cutoff fixtures.
 - iii. Shall be setback a minimum of 20' from lot lines.
- D. Hours of operation.
1. Nonessential outdoor lighting shall not remain on continuously from 10:00pm until dawn.
 2. Essential outdoor lighting in operation after the close of business shall be controlled by timers or motion sensors.
 3. The Town Board, upon the recommendation of the Planning Board, may establish hours of operation in connection with a lighting plan and may authorize specific lighting to remain on after the close of business.

116-103 Procedures.

- A. Adding new or relocating outdoor lighting on commercial properties requires a site plan approval through the Town Board.

- B. New construction or additions on commercial properties. A comprehensive lighting plan for the site shall be reviewed and approved by the Town Board for outdoor lighting which is associated with new commercial construction, building expansion, and/or additions as specified in §116-98B(2). In any case where total light output will not exceed 4,000 lumens and where all outdoor lighting will be fully shielded, the Town Board may review the general specifications in an expedited fashion; in such case, full site plan renderings with footcandle measurements may not be required.
- C. All applications for proposed or required outdoor lighting submitted to the Town, including but not limited to site plan review, subdivision approvals, or building permits, shall include outdoor lighting plans, fixture and lighting control specifications and any additional documentation required in order for the reviewing entity to verify that the preexisting or proposed outdoor lighting conforms to the provisions of this article.
- D. The following items shall accompany a lighting plan submission for review and approval by the Town Board:
 - 1. A site plan complete with all existing and proposed structures, parking spaces building entrances, traffic areas (both vehicular and pedestrian), vegetation that might interfere with lighting, indicating with shading or highlighting all areas where pedestrians shall be walking or where pedestrians may come into conflict with vehicles.
 - 2. A detailed lighting plan shall be submitted for review and approval for sites that will have a total lumen output of 4,000 or greater.
 - i. Footcandle measurements on a grid of the site showing readings in every five-foot square. The grid shall include the location and installed height of each existing and proposed fixture (i.e. pole -mounted lights, wall-mounted lights, and streetlights), and the overall light levels, in footcandles, on the entire site.
 - ii. The grid shall extend at least 20 feet beyond the site property lines, indicating the zoning of all adjacent properties to assure compliance with light trespass requirements.
 - iii. Photometric plans shall be prepared by the fixture manufacturer or a licensed professional architect, landscape architect, or engineer and shall provide calculation of average maintained footcandles, maximum and minimum footcandle readings, and the average-to-minimum and the maximum-to-minimum uniformity ratios.
 - 3. A description of each light fixture as depicted and identified on the site plan, including the manufacturer, model number, a photograph of the fixture, a manufacturer's catalog cut-sheet, a description of the cutoff characteristics of each fixture, light output in initial lumens, and lamp type verifying any compliance requirements specified within this article.
 - 4. Mounting height indicated with the distance to the nearest property line for each proposed and existing fixture, including pole foundation description.
 - 5. Shielding or glare reduction devices and all mounting details.
 - 6. Types of timing devices or motion sensor devices used to control the fixtures and a schedule of the proposed hours when each fixture will be operated.
 - 7. Total outdoor lamp lumens for all fixtures on the property, calculated at initial lumen output.
 - 8. A summary key table identifying the maximum, minimum, and average light levels in footcandles as well as uniformity ratios for all parking areas and walkways.

- E. When considering a site plan application, the Town Board may require the use of motion sensor devices to control lighting for illumination of a building entrance, recreation areas, parking areas, accessways or other such areas.
- F. A post-installation inspection conducted by a registered professional to verify compliance with the approved plan. The applicant shall submit a certification to the Building Department verifying that such an inspection was performed and that the installed system operates and is in conformance with the approved plan along with a manufacturer's cut-sheet/certification for the installed fixtures prior to the issuance of a certificate of occupancy.
- G. The Town shall have the right to conduct a post-installation inspection on any property with an approved lighting plan to verify compliance with the requirements of this article and, if appropriate, to require remedial action at the expense of the applicant.

116-104 Prohibited acts; penalties for offenses.

- A. It shall be unlawful for any person, firm, owner, tenant, person in possession, partnership, corporation, or other business entity (hereinafter referred to as "person and/or business entity") to install, alter, repair, move, equip, use or maintain or allow such installation of any outdoor lighting in violation of any of the provisions of this article or fail in any manner to comply with a notice, directive or order of the Code Enforcement Officer.
- B. If, after investigation, the Code Enforcement Officer finds that any provision of this article is being violated or nuisance lighting exists, notice shall be given by hand delivery, or by certified mail, return receipt requested and 1st class mail, of such violation to the owner and/or occupant of such premises, instructing that the violation or nuisance lighting must be abated with the time specified in the notice, or in absence thereof, within 30 days of the date of hand delivery or of the date of mailing of the notice. If the violation is not abated within said period, the Code Enforcement Officer may request the Town Board initiate actions and proceedings, either legal or equitable, to enjoin, restrain, or abate any violations of this article. Any costs incurred through abatement by the Town will be paid for by the owner or levied on the tax bill.
- C. Residential. Any person and/or business entity who violates this article, or any provision thereof, shall be guilty of a violation punishable by a civil penalty not to exceed \$250 per day of violation, or imprisonment not exceeding 15 days, or both for residential violations after the expiration of the abatement period provided in Subsection B, and each day shall constitute a separate offense for the purpose of calculating the civil penalty.
- D. Commercial. Any person and/or business entity who violates this article, or any provision thereof, shall be guilty of a violation punishable by a civil penalty not to exceed \$250 per day of violation, or imprisonment not exceeding 15 days, or both for commercial violations after the expiration of the abatement period provided in Subsection B, and each day shall constitute a separate offense for the purpose of calculating the civil penalty.

Charles Snyder

GA

From: Raymond Wrazen
Sent: Thursday, November 6, 2025 1:20 PM
To: Charles Snyder
Cc: Joe McCann; Luke Wochensky;
Subject: Jess Armbrust for open seat on the Town Board

Chuck

Per our conversation I would appreciate adding Jess Armbrust to the Town Board Agenda for Monday November 10, 2025. Jess of course won election for Town Board and since we have an open seat, we would like to confirm her to start as soon as possible. I have spoken with her and she would like get up to speed as soon as possible. Starting now should help speed up that learning curve.

If you could add that to the agenda so we can motion, vote and confirm her ASAP, that would be great. Thanks so very much for your help on this.

Jess Armbrust
780 Martin Drive
East Aurora, New York 14052

If you have any questions, issues or other concerns please feel free to let me know.

Take care

RAYMOND WRAZEN
Councilmember, Town of Aurora
575 Oakwood Ave.
East Aurora, NY 14052
RWrazen@TownofAurora.com

Motion to appoint Jessica Armbrust, 780 Martin Drive, East Aurora, NY, as Councilperson, to fill the unexpired term of James Granville, through December 31, 2025.

6B

BridgeNY Culvert Local Project

Intermunicipal Agreement

Project Identification Numbers: 5765.46 & 5765.54

**Project Name: Bridge NY Culvert Replacement Project Brooklea Drive over Tannery
Brook & Shearer Avenue over Tannery Brook**

Location: Village of East Aurora, Town of Aurora, New York

This Intermunicipal Agreement ("Agreement"), dated as of _____, 2025, is by and between the Village of East Aurora (the "Village") and the Town of Aurora (the "Town").

WHEREAS, on November 20, 2018, the NYS Court of Appeals ruled that the Town of Aurora is responsible for the repair and maintenance of any "bridge structures" within the Village of East Aurora unless or until the Village assumes control in accordance with Village Law Sec. 6-606; and

WHEREAS, the Village has not assumed control of the Brooklea Drive bridge over Tannery Brook or the Shearer Avenue bridge over Tannery Brook in accordance with Village Law Sec. 6-606; and

WHEREAS, both before and after completion of the Projects (as defined below), the Town is the legal owner of both structures and is fully responsible for the maintenance of the structures until and unless otherwise elected by the Village in accordance with Village Law Sec. 6-606; and

WHEREAS, both structures have been evaluated by independent professional engineers and found to be in structurally poor condition; and

WHEREAS, the Town of Aurora sought and received a grant for each structure through the New York State Department of Transportation Bridge New York program ("NY Bridge Funding") which stipulates strict procedures for the design of the work elements and schedule for which these bridge structures must be reconstructed (the "Projects"); and

WHEREAS, once the Projects are completed, the bridge structures will be available at all times for use by the public; and

WHEREAS, by resolution of the Town Board on October 28, 2024, the Town of Aurora shall be responsible for all costs of the Projects, including costs which exceed the amount of reimbursement available from the NY Bridge Funding; and

WHEREAS, the Town of Aurora has hired a professional engineering firm to design these structures, which designs were approved by NYSDOT; and

WHEREAS, the professional engineering firm anticipates that the useful life of the Projects will be seventy-five years (75) with respect to bridges, fifty (50) years with respect to culverts and twenty-five (25) years with respect to pavement; and

WHEREAS, the Town of Aurora shall ensure that Village property shall be restored to original condition, if disturbed; and

WHEREAS, the professional engineering design firm will assemble bid documents following the NYSDOT procedures for competitive bidding to be awarded to the lowest responsible bidder; and

WHEREAS, the lowest responsible bidder will need to access the bridge structure sites and the area around the structures which are owned by the Village in order to complete the Projects.

NOW, THEREFORE, the parties agree as follows:

1. Purpose. The Village hereby grants authority for the Town, the Town's professional engineering firm and the Town's contractors to access Village property on and adjacent to the Brooklea Drive and Shearer Avenue bridge structures in order to complete the Projects. Upon completion of the Projects, all property will be restored to original condition, if disturbed.

2. Incorporation of New York State and Local Agreement. This Agreement will be part of the New York State Local Agreement for these Projects, signed by the Town of Aurora and the State of New York (the "State and Local Agreement") and the terms of the State and Local Agreement will be incorporated herein by reference.

3. Term. This Agreement shall take effect as of the Effective Date and shall continue until the Projects are completed. The Projects are scheduled to occur between October 1, 2025 and December 31, 2027. The Town will notify the Village if the timeline of the Projects materially changes.

4. Insurance. The Town will insure, or cause to be insured, all individuals, entities, and activities relating to the Project which will take place on Village property.

5. Indemnification. The Town agrees to defend, indemnify, and hold the Village harmless from and against any costs, losses, damages, or third-party claims brought against the Village on account of any injury to persons or property arising from the Town's access to or presence on Village property in connection with the Projects. As a condition of indemnification, the Village must promptly furnish to the Town, in reasonable detail, such information as the Village may have with respect to such indemnification claim (including copies of any correspondence, summons, complaint or other pleading which may have been served on it and any written claim, demand, invoice, billing or other document evidencing or asserting the same).

6. Complaints. The Village shall promptly refer all resident complaints and communications regarding the Projects, and regarding the Town's access to Village property as permitted under this Agreement, to the Town.

7. Severability. Should any provision hereof for any reason be held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then be construed and enforced as if such illegal or invalid provision had not been contained herein.

8. Waiver. The failure of a party hereto to insist upon strict performance of this Agreement or any of the terms hereof shall not be construed as a waiver of any of its rights hereunder.

9. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute one and the same instrument. PDF and facsimile signatures shall constitute original signatures.

10. Modification and Revocation. This Agreement shall not be revoked by either party, and shall not be modified, amended, or superseded without the prior consent of the New York State Department of Transportation ("NYSDOT").

11. Governing Law. This Agreement shall be subject to and governed by the laws of the state of New York.

12. Third Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and is made solely and specifically for their benefit. No other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under this Agreement, as a third-party beneficiary or otherwise.

13. Recording. Upon signature and approval by the NYS DOT, this Agreement must be promptly recorded in the Erie County Clerk's office along with an illustration or mapping of the Projects in the form of Exhibit A hereto.

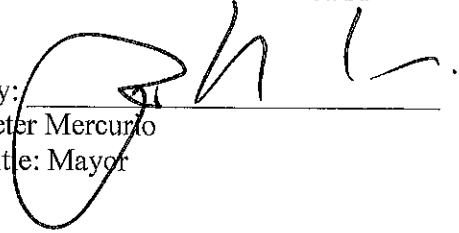
(Signature page follows.)

IN WITNESS WHEREOF, the Parties hereto have set their hands and seal the date and year first above written.

TOWN OF AURORA

By: _____
Charles D. Snyder
Title: Supervisor

VILLAGE OF EAST AURORA

By: 
Peter Mercurio
Title: Mayor

NOTARY ACKNOWLEDGEMENT

State of New York}
County of Erie }

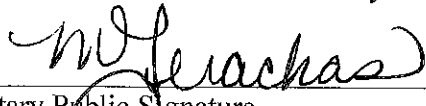
On the ____ day of _____ in the year 2025, before me, the undersigned, personally appeared **Charles D. Snyder** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument or conveyance and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument or conveyance, the individual, or the person upon behalf of which the individual acted, executed the instrument or conveyance.

Notary Public Signature
Print: _____
My Commission Expires: _____

NOTARY ACKNOWLEDGEMENT

State of New York}
County of Erie }

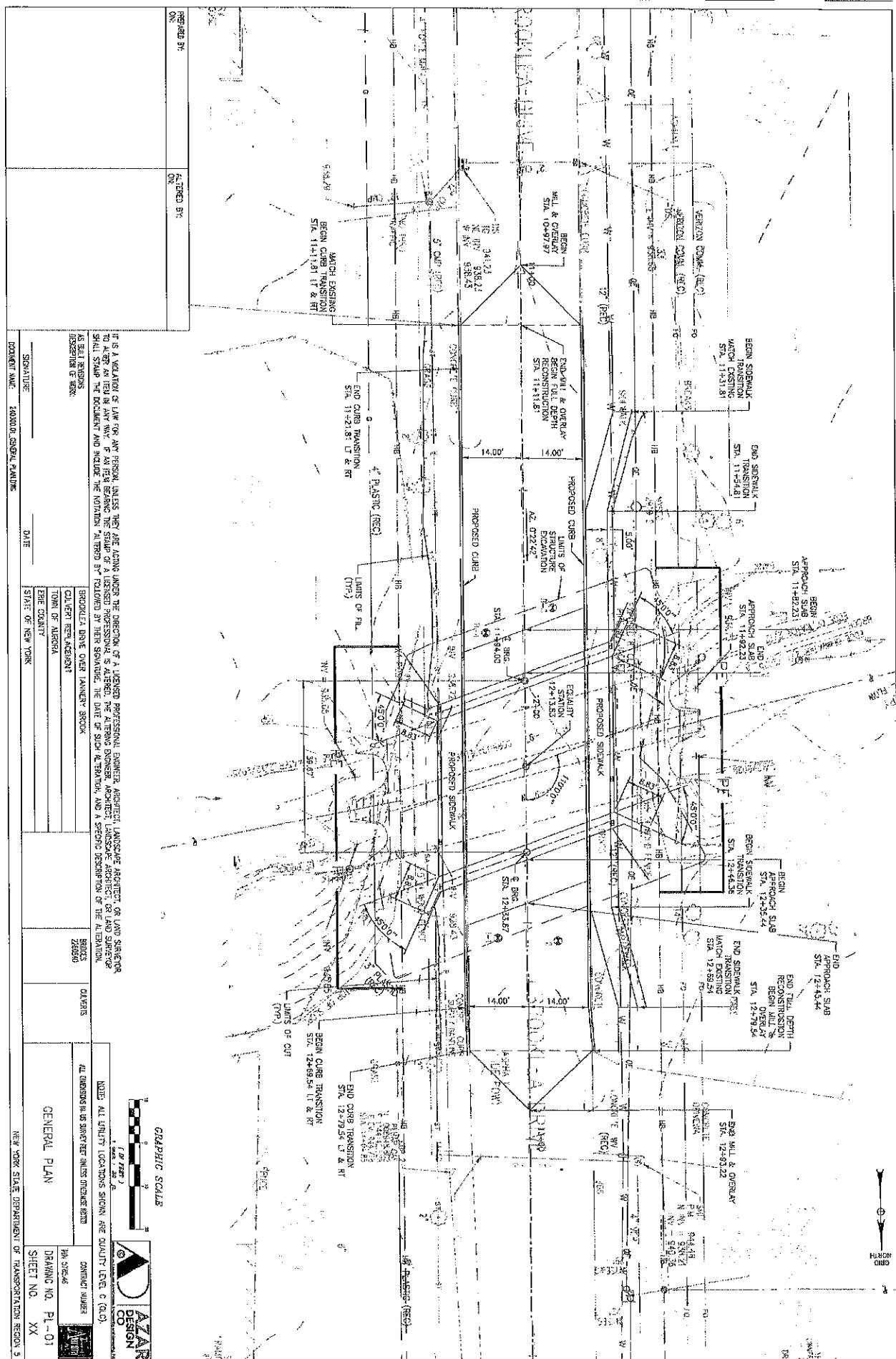
On the 31 day of October in the year 2025, before me, the undersigned, personally appeared **Peter Mercurio** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to within instrument or conveyance and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument or conveyance, the individual, or the person upon behalf of which the individual acted, executed the instrument or conveyance.

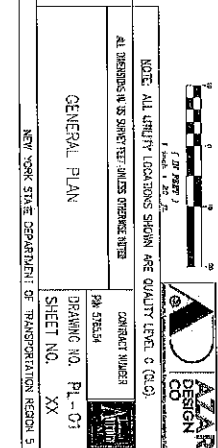


Notary Public Signature
Print: Maureen Jerackas
My Commission Expires: 11/9/27

Maureen Jerackas
Notary Public, State of New York
Qualified in Erie County
Reg. # 01JE6332789
Commission Expires 11/09/ 27

**EXHIBIT A
ILLUSTRATION**





(ACKNOWLEDGMENT OF OFFICER OF OWNER ATTESTING CONTRACT)

State of New York)
County of Erie) SS:

On this 31 day of October, 2025, before me personally came and appeared _____ to me known, who, being by me duly sworn, did depose and say that he is the Mayor of the Village of East Aurora described in and which executed the foregoing instrument; that he knows the seal of said Owner; that one of the impressions appearing on said instrument is a true and correct impression of such seal; and that he affixed it thereto and attested the same over his signature by virtue of the authority in him vested.

Maureen Jerackas
Notary Public, State of New York
Qualified in Erie County
Reg. # 01JE6332789
Commission Expires 11/09/27

Maureen Jerackas

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

State of MA)
County of Hampden) SS:

On this 29th day of October, 2025, before me personally came and appeared Shawna Pazmino-Brook to me known, who, being by me duly sworn, did depose and say that he resides at Northfield, MA; that he is the Treasurer of Titan Roofing, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that one of the seals affixed to said instrument is such seal; that it was so affixed by order of the directors of said corporation, and that he signed his name thereto by like order.

Lisa A. VanDyne

