

SHARED MUNICIPAL SERVICES AGREEMENT**Dog Control Services**

THIS AGREEMENT is effective as of January 1, 2027 ("Effective Date") and is entered into by and between Town of Colden, with offices located at 8812 State Rd, Colden, New York 14033 (hereinafter referred to as "Colden") and the Town of Aurora ("Aurora") with offices located at 575 Oakwood Avenue, East Aurora, New York 14052.

WHEREAS, Colden is in need of dog control services for the Town of Colden to manage Colden's approximately 291 licensed dogs, as well as unlicensed dogs at large; and

WHEREAS, Aurora is willing and able to provide such dog control services on behalf of the Town of Colden with respect to dog control services.

NOW THEREFORE, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

1. TERM:

The term of this Agreement shall begin on the Effective Date and shall remain in effect for one (1) year. Thereafter, this Agreement shall automatically renew for additional one-year renewal terms unless either party provides the other with written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

2. SCOPE OF SERVICES:

Aurora shall:

a. Aurora shall provide qualified personnel to promptly respond to and enforce provisions of Article 7 of the Agriculture and Markets Law of the State of New York and ordinances of Colden pertaining to dogs, which are reported to Aurora and which are occurring within the boundaries of Town of Colden (the "Services"). Such Services will include, without limitation, the seizure, removal, and shelter of any animal found to be the subject of a violation of the above-referenced law. For dog control services needed after working hours, Colden shall contact the Erie County Sheriff's Department.

b. Arrange for the pickup of dogs found at large, and for the transportation of such dogs to Aurora's dog shelter by a dog control officer.

c. Ensure that each such dog that is transported to Aurora's dog shelter is accompanied by a form approved by the New York State Department of Agriculture and Markets entitled "Seizing Officer's Report of Seizure and Disposition of any Dog".

d. The redemption period will commence from the date of delivery of the dog to the dog shelter by a duly appointed dog control officer.

- e. Enforce New York State and local laws concerning dogs.

3. FEE & PAYMENT:

a. The compensation for Aurora's rendering of the Services shall be Fifteen Thousand Dollars (\$15,000.00) per year. Payment under this Agreement shall be made no later than thirty (30) days from the Effective Date of this Agreement, and each anniversary hereafter.

b. In addition to the fee listed above, Aurora will collect directly from Colden residents all applicable impound and kennel fees including, without limitation, \$40.00 per night for the kennel fee plus a \$75.00 impoundment fee.

4. INDEPENDENT CONTRACTOR STATUS:

a. It is intended by both Aurora and Colden that Aurora's status be that of an independent Aurora, and that nothing in this Agreement be construed to create an employer/employee relationship between Aurora and Colden.

b. Colden agrees not to withhold from the payments provided for services rendered by any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA).

5. INSURANCE:

Aurora shall maintain, at its expense, throughout the term of this Agreement, general liability insurance covering the acts performed by Aurora under this Agreement in the amount of \$1,000,000 per incident and \$3,000,000 aggregate.

6. INDEMNIFICATION:

Colden shall defend, indemnify and hold harmless Aurora, its officers, employees, trustees and contractors from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Aurora's provision of the Services herein.

7. TERMINATION:

a. This Agreement may be terminated by either party at any time for any reason upon the at least ten (10) calendar days prior written notice.

b. Upon termination, Aurora shall immediately submit to Colden all required documentation for Services rendered up to the date of termination before a final reimbursement for Services rendered can occur.

c. Upon termination, Aurora shall immediately deliver to Colden all records, reports, case files and any other documents which may be in their possession as a result of their Services under this Agreement.

8. LICENSES AND PERMITS:

a. Aurora represents it, or its employees shall have all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work.

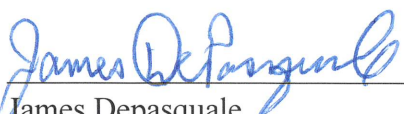
b. Colden residents may obtain dog licenses from the Town of Colden's Clerk's Office.

9. ENTIRE AGREEMENT:

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations Modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

TOWN OF COLDEN

By: 
James Depasquale
Supervisor

TOWN OF AURORA

By: _____
Charles D. Snyder
Supervisor

SHARED MUNICIPAL SERVICES AGREEMENT
Dog Control Services

THIS AGREEMENT is effective as of January 1, 2027 ("Effective Date") and is entered into by and between Town of Holland, with offices located at 47 Pearl Street, Holland, New York 14080 (hereinafter referred to as "Holland") and the Town of Aurora ("Aurora") with offices located at 575 Oakwood Avenue, East Aurora, New York 14052.

WHEREAS, Holland is in need of dog control services for the Town of Holland to manage Holland's approximately 464 licensed dogs, as well as unlicensed dogs at large; and

WHEREAS, Aurora is willing and able to provide such dog control services on behalf of the Town of Holland with respect to dog control services.

NOW THEREFORE, the parties hereto, in consideration of the covenants herein contained do hereby agree as follows:

1. TERM:

The term of this Agreement shall begin on the Effective Date and shall remain in effect for one (1) year. Thereafter, this Agreement shall automatically renew for additional one-year renewal terms unless either party provides the other with written notice of non-renewal at least ninety (90) days prior to the end of the then-current term.

2. SCOPE OF SERVICES:

Aurora shall:

a. Aurora shall provide qualified personnel to promptly respond to and enforce provisions of Article 7 of the Agriculture and Markets Law of the State of New York and ordinances of Holland pertaining to dogs, which are reported to Aurora and which are occurring within the boundaries of Town of Holland. Such Services will include, without limitation, the seizure, removal, and shelter of any animal found to be the subject of a violation of the above-referenced law. For dog control services needed after Working Hours, Holland shall contact the Erie County Sheriff's Department.

b. Arrange for the pickup of dogs found at large, and for the transportation of such dogs to Aurora's dog shelter by a dog control officer.

c. Ensure that each such dog that is transported to Aurora's dog shelter is accompanied by a form approved by the New York State Department of Agriculture and Markets entitled "Seizing Officer's Report of Seizure and Disposition of any Dog".

d. The redemption period will commence from the date of delivery of the dog to the dog shelter by a duly appointed dog control officer.

e. Enforce New York State and local laws concerning dogs.

3. FEE & PAYMENT:

a. The compensation for Aurora rendering of the Services shall be Fifteen Thousand Dollars (\$15,000.00) per year. Payment under this Agreement shall be made no later than thirty (30) days from the Effective Date of this Agreement, and each anniversary thereafter.

b. In addition to the fee listed above, Aurora will collect directly from Holland residents all applicable impound and kennel fees including, without limitation, \$40.00 per night for the kennel fee plus a \$75.00 impoundment fee.

4. INDEPENDENT CONTRACTOR STATUS:

a. It is intended by both Aurora and Holland that Aurora's status be that of an independent Aurora, and that nothing in this Agreement be construed to create an employer/employee relationship between Aurora and Holland.

b. Holland agrees not to withhold from the payments provided for services rendered by any State or Federal income tax, unemployment insurance, worker's compensation, disability insurance or social security insurance (FICA).

5. INSURANCE:

Aurora shall maintain, at its expense, throughout the term of this Agreement, general liability insurance covering the acts performed by Aurora under this Agreement in the amount of \$1,000,000 per incident and \$3,000,000 aggregate.

6. INDEMNIFICATION:

Holland shall defend, indemnify and hold harmless Aurora, its officers, employees, trustees and contractors from and against any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to Aurora's provision of the Services herein.

7. TERMINATION:

a. This Agreement may be terminated by either party at any time for any reason upon the at least ten (10) calendar days prior written notice.

b. Upon termination, Aurora shall immediately submit to Holland all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

c. Upon termination, Aurora shall immediately deliver to Holland all records, reports, case files and any other documents which may be in their possession as a result of their services under this Agreement.

8. LICENSES AND PERMITS:

a. Aurora represents it, or its employees shall have all licenses or permits required for its services or work under this Agreement, prior to the commencement of services or work.

b. Holland residents may obtain dog licenses from the Town of Holland's Clerk's Office.

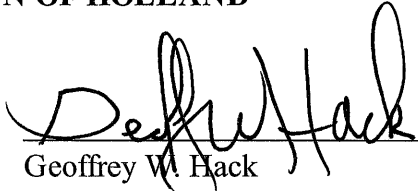
9. ENTIRE AGREEMENT:

The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, constitute the entire understanding and agreement of the parties and cancels and supersedes all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations Modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been duly executed and signed by:

TOWN OF HOLLAND

By: 

Geoffrey W. Hack
Supervisor

TOWN OF AURORA

By: _____
Charles D. Snyder
Supervisor

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 28th day of September, 2026 at 6:30 PM 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 hear public comment on a Special Use Permit application to open a dog grooming business with no boarding or daycare in the existing building/space, at 558 Buffalo Road, East Aurora, NY. All interested parties are entitled to be heard upon the said proposal at this public hearing. A copy of the proposal is available for review at the offices of the Town Clerk during normal business hours or on the Town website www.townofaurorany.gov

By Order of the Town Board of the Town of Aurora
Jeanne Viger
Town Clerk
Town of Aurora

TOWN OF AURORA

575 OAKWOOD AVENUE, EAST AURORA, NY 14052

BUILDING DEPARTMENT

(716) 652-7591

FAX (716) 652-3507

MEMO

TO: Chuck Snyder, and Town Board Members
FROM: Doug Crow, Chairman, Planning Board
DATE: September 3rd, 2026

=====

The following actions were taken on September 2nd, 2026, meeting of the Planning Board

Chairman, Doug Crow, acknowledged there will be 4 voting members. Alternates Bill Fierle, and Lori Borowiak, will be voting members.

William Heidt made a motion to the Planning Board to recommend to the Town Board, to approve the Special Use Permit request for **558 Buffalo Road**, as submitted.

Seconded by: Chaiman, Doug Crow

Upon a vote being taken:

Ayes- 4

Noes- none

Motion carried



Town of Aurora Town Board
575 Oakwood Avenue, East Aurora NY, 14052

Special Use Permit Application Form

I. PROJECT INFORMATION (Applicant/Petitioner):

Business/Project Name: The Grooming Post
Business/Project Address: 558 Buffalo Rd E.A.
Applicant Name: Rebecca Bermingham
Mailing Address: 558 Buffalo Rd.
City East Aurora State NY ZIP 14052
Phone 716-652-9034 Fax _____ Email beckyberminghamgp@gmail.com
Interest in the property (ex: owner/purchaser/developer) Tenant

II. PROPERTY OWNER INFORMATION (If different than Applicant AND the Owner does not sign below, please submit and original, notarized "Owner Authorization" form - attached):

Property Owner(s) Name(s): Irr Supply Centus, Inc.
If a corporate, please name a responsible party/designated officer: Michael Samulski
Address 908 Niagara Falls Blvd.
City North Tonawanda State NY ZIP 14120
Phone 716-692-1600 Fax _____ Email Mike.Samulski@irrsupply.com

III. SPECIAL USE AND PROPERTY INFORMATION:

Property Address 558 Buffalo Rd E.A.
SBL# 164.00-1-16
Describe Special Use requested (use additional pages if needed): the business
will be grooming dogs by Appt. (No) Boarding (NO)
Day care.
Property size in acres 3.93 Property Frontage in feet 290
Zoning District C-3 Surrounding Zoning C1, C3, RRE A
Current Use of Property Retail
Size of existing building(s): 500 sf Size of proposed building(s) 500 sf
Present/Prior tenant/use: Storage
Parking spaces: Existing: 6 Proposed additional spaces: 0 Total #: 6

Proposed water service: X public _____ private (well) _____ n/a Is this existing Y/N
Proposed sanitary sewer: X public _____ private (septic) _____ n/a Is this existing Y/N

Hours of operation (if applicable):

Day	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday	By Appt.
Hours	10am - 2pm	10am - 2pm	10am - 2pm	10am - 2pm	10am - 2pm	10am - 2pm		<u>X</u>

Peak hours: N/A

Number of employees (if applicable): Full-time _____ Part-time X 2 Seasonal _____

Upon approval of this application, the applicant intends to apply for: (Check all that apply)

- a. Building Permit ✓
b. Sign Permit ✓

IV. SIGNATURE (This application must be signed by the applicant/petitioner. If the applicant is not the owner of the property, a separate owner authorization form must be submitted – see pg. 4)

Rebecca Birmingham
Signature of Applicant/Petitioner

Rebecca Birmingham
Print name of Applicant/Petitioner

State of New York; County of Erie

On the 30th day of July in the year 2026 before me, the above individual appeared, personally known to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same for the purposes therein stated.

Michael D. Samulski
Notary Public

(Notary stamp) MICHAEL D. SAMULSKI
NOTARY PUBLIC, STATE OF NEW YORK
ERIE COUNTY
LIC. # 01SA6392645
COMM. EXP. 06/03/2027

Office Use Only: Date received: _____ Receipt #: _____

Application reviewed by: _____

Town of Aurora
575 Oakwood Avenue
East Aurora, NY 14052
www.townofaurora.com

**Special Use Permit
Application
Owner Authorization**

The undersigned, who is the owner of the premises know as:

558 Buffalo Rd. East Aurora NY 14052, identified as Tax Map (SBL)# 164.00-1-16
(address)

hereby authorizes Rebecca Bermingham to bring an application for a special use permit before the Town of Aurora Town Board for review and potential approval. The undersigned further permits the Town or its authorized representative(s) access to the property to review existing site conditions during the review process.

Patrick Duffy
Owner (print)

07-30-2026
Date

Patrick Duffy
Owner (signature)

STATE OF NEW YORK)
COUNTY OF ERIE)
SS

On this 30th day of July, 2026, before me, the undersigned, a notary public in and for said state, personally appeared Patrick Duffy, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Michael D. Samulski
Notary Public

MICHAEL D. SAMULSKI
NOTARY PUBLIC, STATE OF NEW YORK
ERIE COUNTY
LIC. # 01SA6392645
COMM. EXP. 06/03/2027



SPECIAL USE PERMIT APPLICATION FORM AND INSTRUCTIONS

Please Read Carefully
(Submit checklist with application)

The Town of Aurora Town Board has the authority to issue special use permits in accordance with Town Code Chapter 116 Zoning.

Application requirements:

For review and approval of a Special Use Permit Application, the following items must be submitted to the Town Board:

- ☒ Completed Application
- ☒ Application Fee with check made payable to: "Town of Aurora"
- ☒ Owner Authorization form, if necessary. (If the applicant/petitioner is not the property owner and the owner did not sign the application, an owner authorization form must be submitted.)
- ☒ Narrative describing all activities proposed for the site. *page (2) Part (1) Project Info*
- ☒ Survey of the property
- ☒ Copy of property deed
- ☒ Site plan: A Site Plan and/or Site Plan application may be required as part of the Special Use Permit Application. Please consult with the Building Department to determine if a Site Plan Review Application will be required.
- ☒ Environmental Assessment Form (EAF), with Part 1 completed and signed. (Short or Full EAF - Please visit <http://www.dec.ny.gov/permits/6191.html> for EAF information and forms. If you have questions regarding which EAF to submit, please contact the Building Department.)

Agency Review: The Town Board may circulate the Special Use Permit application packet to the following agencies for review and comment, as necessary:

Town: Planning Board, Building Department, Highway Department, Town Attorney

County: Department of Environment and Planning

Fire: East Aurora FD or South Wales FD or West Falls FD

Town Engineer Review: Special Use Permit applications may require review by the Town Engineer. If it is determined that such review is necessary, an escrow account will be required to defray the costs of this review. An estimate of the costs will be provided to the applicant and a check must be received prior to further consideration by the Town Board.

Incomplete applications will not be accepted for review. Applications submitted by the deadline (14 days prior to the Town Board work session) will be placed on the agenda at the discretion of the Town Board.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

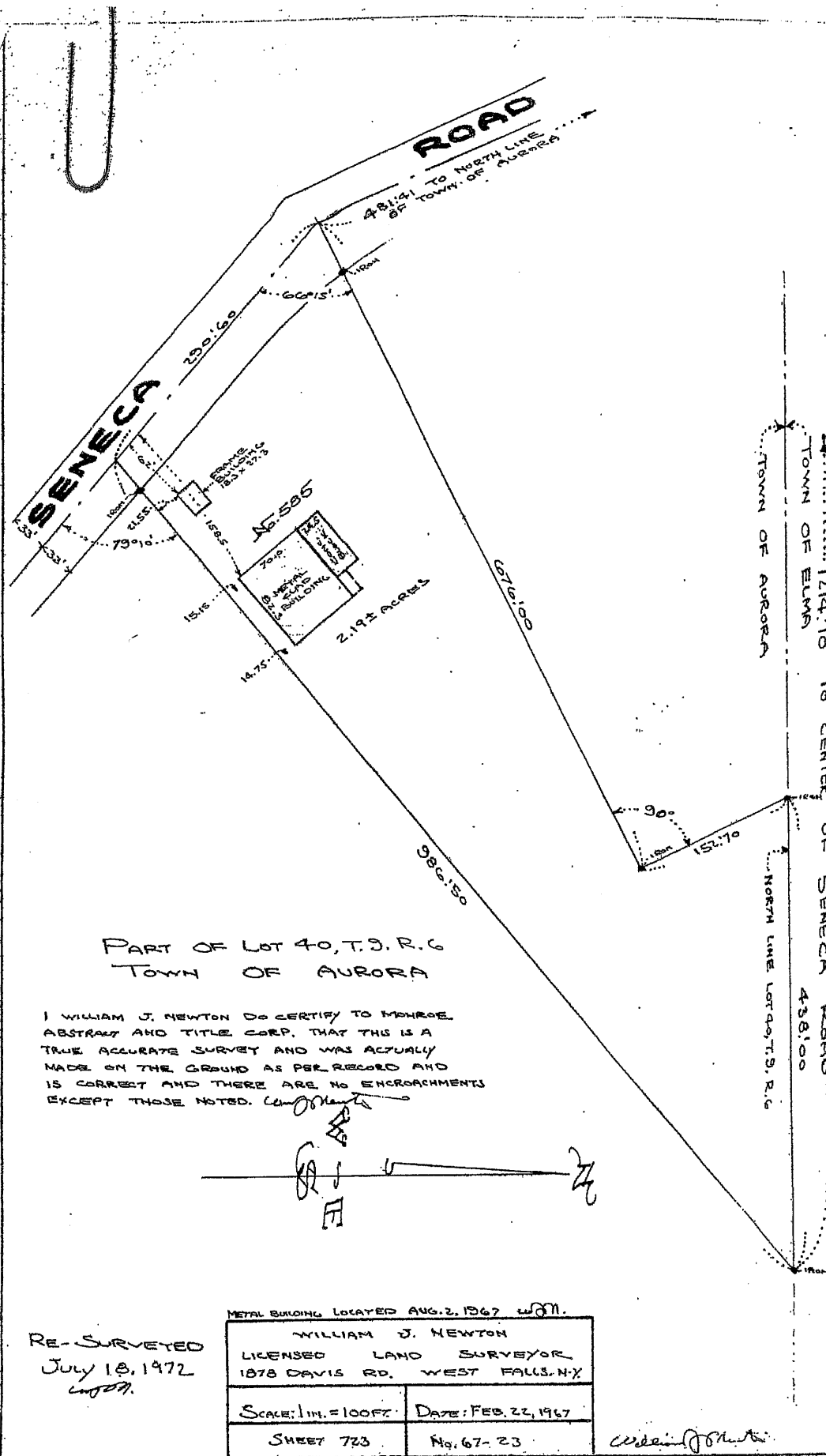
Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of **Part 1**. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

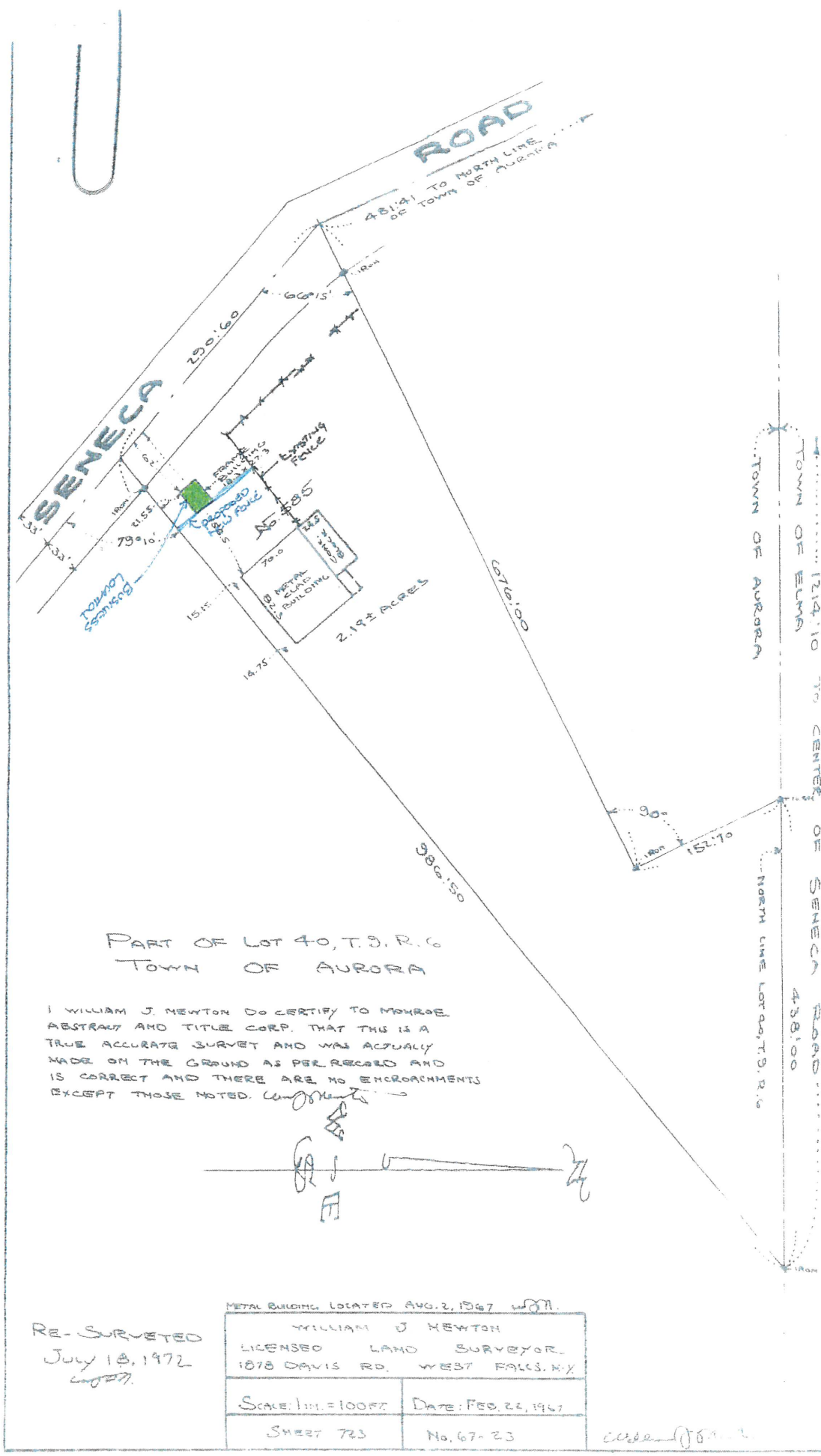
Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information																		
Name of Action or Project: Dog wash + grooming renovation																		
Project Location (describe, and attach a location map): 558 Buffalo Rd.																		
Brief Description of Proposed Action: Repurpose storage building into dog grooming + wash																		
Name of Applicant or Sponsor: Rebecca Bermingham		Telephone: 716-652-9034																
Address: 558 Buffalo Rd.		E-Mail: beckybermingham@gmail.com																
City/PO: East Aurora		State: NY	Zip Code: 14052															
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NO</td> <td style="width: 50%;">YES</td> </tr> <tr> <td style="text-align: center;">☒</td> <td style="text-align: center;">☐</td> </tr> </table>		NO	YES	☒	☐											
NO	YES																	
☒	☐																	
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">NO</td> <td style="width: 50%;">YES</td> </tr> <tr> <td style="text-align: center;">☐</td> <td style="text-align: center;">☒</td> </tr> </table>		NO	YES	☐	☒											
NO	YES																	
☐	☒																	
3. a. Total acreage of the site of the proposed action? b. Total acreage to be physically disturbed? c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		TOA Bldg permit is applicable 0.5 acres 0.5 acres 2.19 acres																
4. Check all land uses that occur on, are adjoining or near the proposed action:																		
<table style="width: 100%;"> <tr> <td>☐ Urban</td> <td>☐ Rural (non-agriculture)</td> <td>☐ Industrial</td> <td>☒ Commercial</td> <td>☐ Residential (suburban)</td> </tr> <tr> <td>☐ Forest</td> <td>☐ Agriculture</td> <td>☐ Aquatic</td> <td colspan="2">☐ Other(Specify):</td> </tr> <tr> <td colspan="5">☐ Parkland</td> </tr> </table>				☐ Urban	☐ Rural (non-agriculture)	☐ Industrial	☒ Commercial	☐ Residential (suburban)	☐ Forest	☐ Agriculture	☐ Aquatic	☐ Other(Specify):		☐ Parkland				
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☐ Forest	☐ Agriculture	☐ Aquatic	☐ Other(Specify):															
☐ Parkland																		

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify: _____	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies: _____ _____	☒	☐	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____ _____	☐	☒	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____ _____	☐	☒	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____			

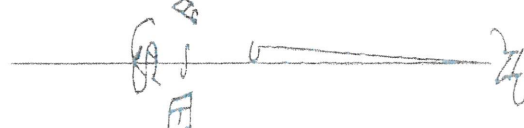
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☐ Forest ☐ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☒ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year flood plan?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	NO	YES
	☒	☐
	☒	☐
	☒	☐
	☐	☐
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	☒	☐
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE Applicant/sponsor/name: <u>Rebecca Bermingham</u> Date: <u>7-30-26</u> Signature: <u>Rebecca Bermingham</u> Title: <u>owner</u>		





PART OF LOT 40, T. 9, R. 6
TOWN OF AURORA

I WILLIAM J. NEWTON DO CERTIFY TO MORRIS
ABSTRACT AND TITLE CORP. THAT THIS IS A
TRUE ACCURATE SURVEY AND WAS ACTUALLY
MADE ON THE GROUND AS PER RECORD AND
IS CORRECT AND THERE ARE NO ENCROACHMENTS
EXCEPT THOSE NOTED.



METAL BUILDING LOCATED AUG. 2, 1967 WITH

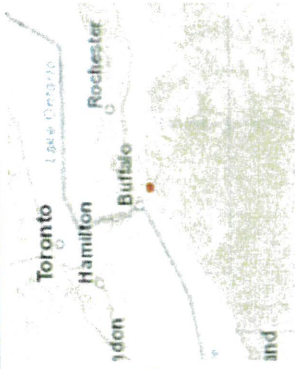
WILLIAM J. NEWTON	
LICENSED LAND SURVEYOR	
1878 DAVIS RD. WEST FALLS, N.Y.	
SCALE: 1 IN. = 100 FT.	DATE: FEB. 22, 1967
SHEET 723	No. 67-23

RE-SURVEYED
July 18, 1972
WJN

WJN



Erie County On-Line Mapping Application



Legend

 Parcels



0 0.07 0.1 Miles

WGS 1984 Web Mercator Auxiliary Sphere
THIS MAP IS NOT TO BE USED FOR NAVIGATION

ERIE COUNTY
DEPARTMENT OF ENVIRONMENT & PLANNING
OFFICE OF GIS

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

1: 4,514



TOWN OF AURORA
SEQR RESOLUTION
2100 Lewis Road (SBL# 200.00-3-13.132)

RESOLVED that the Town Board of the Town of Aurora declares itself lead agency with regard to SEQR for an expansion of the existing ground mounted solar array and system at 2100 Lewis Road; and further

RESOLVED that after considering the action stated herein, reviewing the criteria contained in Section 617.11 of the Rules and Regulations of the State Environmental Quality Review Act, the Code Enforcement Officer determines that the actions are Unlisted actions; and further

RESOLVED that the Town Board of the Town of Aurora has determined that these Unlisted actions will result in no significant adverse impacts on the environment, and therefore, an environmental impact statement need not be prepared; and further

RESOLVED that a negative declaration is issued with regard to the Special Use Permit for an expansion of the existing ground mounted solar array and system at 2100 Lewis Road, South Wales, NY.

Short Environmental Assessment Form

Part 1 - Project Information

Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information							
Contractor: GreenSpark Solar Project: Residential Ground Mount Solar Expansion							
Name of Action or Project: Rob Fontaine - Residential Ground Mount Solar Expansion							
Project Location (describe, and attach a location map): 2100 Lewis Road, South Wales, NY 14139							
Brief Description of Proposed Action: Installation of a residential ground mount solar system expansion comprised of 16 SEG Yukon N-Series Modules.							
Name of Applicant or Sponsor: GreenSpark Solar		Telephone: (585) 265 - 2384 Ext. 108 E-Mail: jackson.guthrie@greensparksolar.com					
Address: 176 East Main Street							
City/PO: Rochester		State: NY	Zip Code: 14604				
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If No, continue to question 2.			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☒</td> <td>☐</td> </tr> </table>	NO	YES	☒	☐
NO	YES						
☒	☐						
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval: TDA Bldg permit			<table border="1" style="width: 100%; text-align: center;"> <tr> <td>NO</td> <td>YES</td> </tr> <tr> <td>☐</td> <td>☒</td> </tr> </table>	NO	YES	☐	☒
NO	YES						
☐	☒						
3. a. Total acreage of the site of the proposed action?		27.40	acres				
b. Total acreage to be physically disturbed?		0.001	acres				
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		27.40	acres				
4. Check all land uses that occur on, are adjoining or near the proposed action:							
☐ Urban ☒ Rural (non-agriculture) ☐ Industrial ☐ Commercial ☐ Residential (suburban) ☐ Forest ☒ Agriculture ☐ Aquatic ☐ Other(Specify): ☐ Parkland							

5. Is the proposed action,	NO	YES	N/A
a. A permitted use under the zoning regulations?	☐	☒	☐
b. Consistent with the adopted comprehensive plan?	☐	☒	☐
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	☐	☒	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area?	NO	YES	
If Yes, identify:	☒	☐	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO	YES	
	☒	☐	
b. Are public transportation services available at or near the site of the proposed action?	☒	☐	
c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	☒	☐	
9. Does the proposed action meet or exceed the state energy code requirements?	NO	YES	
If the proposed action will exceed requirements, describe design features and technologies:	☐	☒	
10. Will the proposed action connect to an existing public/private water supply?	NO	YES	
If No, describe method for providing potable water: _____	☒	☐	
11. Will the proposed action connect to existing wastewater utilities?	NO	YES	
If No, describe method for providing wastewater treatment: _____	☒	☐	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places?	NO	YES	
	☒	☐	
b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	☒	☐	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency?	NO	YES	
	☐	☒	
b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody?	☒	☐	
If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____			

14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: ☐ Shoreline ☒ Forest ☒ Agricultural/grasslands ☐ Early mid-successional ☐ Wetland ☐ Urban ☐ Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	☒	☐
16. Is the project site located in the 100-year or 500-year flood plain?	NO	YES
	☒	☐
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
a. Will storm water discharges flow to adjacent properties?	☒	☐
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)?	☐	☐
If Yes, briefly describe: 		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)?	NO	YES
If Yes, explain the purpose and size of the impoundment:	☒	☐
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility?	NO	YES
If Yes, describe:	☒	☐
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste?	NO	YES
If Yes, describe:	☒	☐
21. Is the project located within, or within ½ mile of, a disadvantaged community?	NO	YES
If No, could impacts from the project affect a disadvantaged community?	☒	☐
If Yes to either question in 21, answer the following question.	☒	☐
a. Identify the potential pollution impacts of the project, either direct or indirect, that may occur within the disadvantaged community (e.g., wastewater discharges, air emissions, noise, odors, solid or hazardous waste generation or management):		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>Jackson Guthrie</u> Date: <u>06/29/2026</u>		
Signature: <u>Jackson Guthrie</u> Title: _____		

TOWN OF AURORA
RESOLUTION APPROVING SPECIAL USE PERMIT
2100 Lewis Road (SBL# 200.00-3-13.132)

WHEREAS, Robert Fontaine/GreenSpark Solar has applied for a Special Use Permit for an expansion of the existing ground mounted solar array and system at 2100 Lewis Road, South Wales, NY; and

WHEREAS, the Town Board of the Town of Aurora referred the Special Use Permit application to the Town of Aurora Planning Board for their review and recommendation; and

WHEREAS, on August 5, 2026, the Planning Board voted unanimously to recommend that the Town Board approve the Special Use Permit; and

WHEREAS, as an unlisted action under SEQR the Town Board found that the project will not result in any significant adverse environmental impacts.

NOW, THEREFORE, BE IT

RESOLVED, that pursuant to Town Code §95-2B(2) of the Town of Aurora, the Town Board of the Town of Aurora does hereby grant the attached Special Use Permit, including conditions, to Robert Fontaine/GreenSpark Solar has applied for a Special Use Permit for an expansion of the existing ground mounted solar array and system at 2100 Lewis Road, South Wales, NY.

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: September 9, 2026

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

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

- No. 15 in the amount of \$3,046.70 for professional services rendered from 8/1/26-8/28/26 for the Brooklea Dr. bridge replacement project.
- No. 16 in the amount of \$9,798.24 for professional services rendered from 8/1/26-8/26/2026 for the Shearer Ave. culvert replacement project.
- No. 18 in the amount of \$29,247.94 for professional services rendered from 8/1/16 – 8/28/26 for the Cornwall Rd. culvert replacement project.

501



**FORMERLY
FOIT-ALBERT ASSOCIATES**

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

Progress Report No. 15: August 1, 2026 through August 28, 2026

Achievements

- Submit the final DAD to SNYDOT for 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

**FEDERAL AID PROJECT
SPONSOR CONSULTANT REIMBURSEMENT REQUEST**

FIN 421LL (05/12)

PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 15
Work Period (this est.) FROM 08/01/26 TO 08/31/26		
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		\$316,500.00
Current Contract Amount (includes thru approved S.A. NO.) RRDA NO. (if applicable)		\$316,500.00

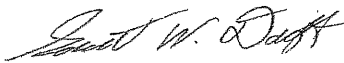
	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$170,526.86	
2. Work reported on this estimate	\$3,046.70	
3. Total work reported to date (must equal page 2)	\$173,573.56	
4. Adjustments (Sponsor use only) Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$173,573.56	
7. Previous payments	\$170,526.86	
8. Payment requested or processed	\$3,046.70	

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.

September 3, 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)



**FORMERLY
FOIT-ALBERT ASSOCIATES**

502

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

Progress Report No. 16: August 1, 2026 through August 28, 2026

Achievements

- Continued final design plans
- Advanced bid book.
- Advanced a detailed estimate
- Addressed ADP comments
- Submitted PS&E's for comments
- Continued ROW acquisitions including preparation of acquisition maps
- Coordinated ROW Acquisitions.

Scheduled Statement

- . The project should meet the schedule.

Budget Statement

- On Budget.

Planned For Next Month

- Address PS&E comments
- Advance ROW acquisition

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. 16
Work Period (this est.) FROM 08/01/26 TO 08/26/26		
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		\$251,392.59
Current Contract Amount		\$251,392.59
(includes thru approved S.A. NO.)		
RRDA NO. (if applicable)		

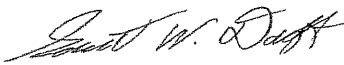
	Consultant Prepares	Sponsor use only
1. Total work reported on previous estimates	\$178,384.22	
2. Work reported on this estimate	\$9,798.24	
3. Total work reported to date (must equal page 2)	\$188,182.46	
4. Adjustments (Sponsor use only)		
Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$188,182.46	
7. Previous payments	\$178,384.22	
8. Payment requested or processed	\$9,798.24	

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.

September 3, 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)

5D3



**FORMERLY
FOIT-ALBERT ASSOCIATES**

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

**Progress Report No. 18: August 1, 2026 through August 28, 2026
Achievements**

- Continue final design
- Submit ADP's to NYSDOT for review

Scheduled Statement

- The project is on schedule

Budget Statement

- On Budget.

Planned For Next Month

- Submit PS&E's

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)

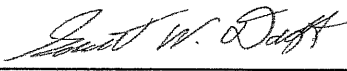
PAYEE ID: 16-1210859 (FEDERAL ID)	NYS Comptroller's Contract No.	Est. No. 18
Work Period (this est.) FROM 8/01/26 TO 08/28/26		
Payee Name: Azar Design Co., Formerly Foit-Albert Assoc 295 Main Street, Suite 200 Buffalo New York 14203	Current Completion Date MIR Date __/__/__ (completed by SPONSOR)	
Original 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	\$202,542.48	
2. Work reported on this estimate	\$29,247.94	
3. Total work reported to date (must equal page 2)	\$231,790.42	
4. Adjustments (Sponsor use only)		
Reason _____		
5. Retainage thru current estimate	\$0.00	
6. Total work reported less retainage	\$231,790.42	
7. Previous payments	\$202,542.48	
8. Payment requested or processed	\$29,247.94	

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.

September 3, 2026 0 (DATE)	 (SIGNATURE)
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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)
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