

TIMETABLE FOR CDBG APPLICATION
39th GRANT YEAR: APRIL 1, 2013 - MARCH 31, 2014

WS-1

<u>DATE</u>	<u>ACTIVITY</u>
May 24, 2012	- PSC to discuss scoring criteria. Bylaws, timetable, criteria and scoring, and citizen participation process. (Elma)
June 28, 2012	- <u>Consortium Annual Meeting</u> to review 2011 Annual Performance Rpt., schedule, appointments & officers. (Brant)
July, 2012	- PSC 1st quarter <u>Community Projects progress report</u> (Adopted 2013 Goals, Criteria, and Scoring) mailed . Projects <u>not</u> underway may be suspended and funds granted to "READY" projects.
<i>Idea to Ann -</i> Week of Sept. 17	- <i>Aug. 24th -</i> DEP holds <u>Citizen Forums</u> for County wide public participation (Lackawanna, TBD, TBD)
★ September 27, 2012	- <u>CD Program Briefing</u> for municipalities, 2013 CDBG Project Application Packet distributed (mailed to municipalities which could not attend) (West Seneca)
★ Sept. - Oct., 2012	- Communities hold annual CDBG Public Hearings - <u>Please advise Monitor of date/time</u> - Communities prepare Project Description Forms with technical assistance from CD Monitors. Staff will do a <u>courtesy review</u> of any draft application(s) submitted in advance!
<i>at 10/10 -</i> October 25, 2012	- <i>Deadline for grant to Ann - Resolution -</i> Consortium/PSC meeting - 2nd quarter progress, expenditures, grant allocation (Tonawanda)
★ <u>October 29, 2012</u>	- <u>Deadline for submission of Project Description Forms to Erie County DEP</u>
Oct. 30-Nov. 9, 2012	- Project Description Forms reviewed by Planning staff for eligibility and scoring.
★ <u>November 9, 2012</u>	- <u>Final date for submitting additional project data to DEP (8 work day grace period ends)</u>
Week of Nov. 12	- Projects to PSC for reading and preliminary scoring.
Weeks of Nov. 12-21	- Tour of projects by staff and PSC Review Subcommittees. (PSC A, B & C)
Dec. 6 & 13, 2012	- PSC rates projects, reviews DEP proposed admin. and planning and program delivery costs. Final project ranking reviewed and approved for transmittal to full Consortium. (Orchard Park)
<u>Week of Jan. 7, 2013</u>	- <u>Communities notified of results of project competition and DEP prepares Action Plan/ Grant Application and tentative Budget. PSC reviews 3rd quarter progress.</u>
Wk of Jan. 14 - 25, 2013-	Public hearings on Grant Application & 2013 Action Plan (Lackawanna, Hamburg, TBD) Written Comments DEADLINE: 2/13/13.
Wk. of February 4, 2013-	Coordinating Committee review of 2013 Action Plan (1004 Rath Bldg.).
February 14, 2013 -	2013 Action Plan/Grant Application submitted to HUD (4th yr. of 5-Yr. Consolidated Plan).
April 1, 2013	- Start of 2013 Program Year - Project starts must await clearing Environmental Review by DEP, and contract execution by HUD and County (during May, 2013).
April-May, 2013	- DEP determines CD Program activities progress and expenditures, prepares draft 2012 Consolidated Annual Performance Report (CAPER).
Week of May 27	- DEP holds public hearing on draft 2012 Consolidated Annual Performance Report.
June 28, 2013	- File 2012 Consolidated Annual Performance Report (progress on all activities) with HUD. DEP determines need for Mid-Year Amendment: Suspend delayed projects; fund unprogrammed projects.

RESOLUTION AGAINST THE PROPOSED LIBRARY
MEMORANDUM OF UNDERSTANDING

WHEREAS, the Buffalo and Erie County Public Library, through its Trustees and Senior Staff, continue to develop a Memorandum of Understanding, which would establish a top on down structure for governing the Library system; and

WHEREAS, the proposed top on down structure will strip local community boards of trustees of any authority over their local library; and

WHEREAS, this work is continuing without full discussion with either municipal government(s) affected by their actions, many of whom own the local libraries buildings and grounds; and

WHEREAS, this work is continuing also without on-going discussions with either the County Executive or County Legislature; and

WHEREAS, this process is putting pressure on local library boards of trustees to support this effort always with the fear of retribution if they don't go along with the process; and

WHEREAS, the Memorandum of Understanding proposes the setting up of a special taxing district for libraries, thus introducing another taxing level to local governments;

NOW, THEREFORE, BE IT RESOLVED, that the Eden Town Board goes on record opposing this "Memorandum of Understanding" which sets up a new taxing district and strips our local Library Board of Trustees of its authority; and

BE IT FURTHER RESOLVED, that we urge our Eden Library Board of Trustees not to sign this proposed Memorandum of Understanding; and finally

BE IT FURTHER RESOLVED, that we ask other municipalities to join us in opposition to this proposed plan.

Dated: August 17, 2012

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into by and between the Buffalo & Erie County Public Library (hereinafter "B&ECPL"), located at 1 Lafayette Square, Buffalo, New York 14203, organized pursuant to the provisions of Chapter 768 of the Laws of 1953 and duly chartered by the Regents of the University of the State of New York to provide library services to the residents of Erie County, and the (NAME OF CONTRACTING LIBRARY) (hereinafter the "Contracting Library"), located at (ADDRESS OF LIBRARY), being a public library duly chartered by the Regents of the University of the State of New York to provide library services to the residents of (NAME OF MUNICIPALITY) (the "Municipality"). B&ECPL and the Contracting Library may be referred to herein collectively as the "parties."

WHEREAS, both B&ECPL and the Contracting Library have experienced repeated budget cuts as a result of reductions in appropriations made by Erie County to B&ECPL for the support of library services; and

WHEREAS, B&ECPL can expect to have difficulty adequately funding all of its branches and contracting libraries given its current fiscal circumstances; and

WHEREAS, B&ECPL and the Contracting Library desire to improve the likelihood that the Contracting Library's facilities can remain open and operational to serve the residents of Erie County including the Municipality; and

WHEREAS, B&ECPL and the Contracting Library have explored options for stabilizing funding, increasing accountability to voters and enhancing efficiency in the provision of library services to the residents of Erie County including the Municipality; and

WHEREAS, the Contracting Library, by resolution of its Board of Trustees dated _____, 201_, has endorsed pursuing the creation of a special legislative district public library for this purpose, to serve the residents of Erie County and all the municipalities within the County including the Municipality, to be governed by a board of trustees elected by the voters of Erie County, and with funding determined by the voters of Erie County; and

WHEREAS, B&ECPL, by resolution of its Board of Trustees dated September 15, 2011, has determined to seek to create a special legislative district public library to serve the residents of Erie County and of all the municipalities within Erie County including the Municipality.

It is therefore agreed that, upon the creation by act of the State Legislature ("Special Legislation") and approval by the voters of Erie County of a special legislative district public library to be known as the Buffalo & Erie County Public Library (the "Library District"), to serve all residents of Erie County including the Municipality, together with the grant to the

Library District of a charter by the Regents of the University of the State of New York, the following terms and expectations will govern the conduct of the parties:

1. Provision of Library Services. The Library District will provide free library services to the residents of Erie County, including the Municipality, consistent with the provisions of the Special Legislation creating the Library District and the charter granted to the Library District by the Regents of the University of the State of New York.
2. Termination of Charter. The charter of the Contracting Library will terminate upon the creation of the Library District, consistent with the provisions of the Special Legislation creating the Library District.
3. Designation of Contracting Library. The Contracting Library and its branches will be designated, known as, and referred to as “[NAME OF CONTRACTING LIBRARY OR BRANCH], a member of the Buffalo & Erie County Public Library.” Any change to the designation of the Contracting Library or branch must be approved by the Library District Board.
4. Assumption of Liabilities and Assets. Title to all liabilities and assets, including all property, real and personal, tangible and intangible, and all obligations, now held by the Contracting Library, will be transferred to, vested in, and acquired by the Library District, except as modified by the terms of paragraphs 5 and 6 hereof.
5. Real Property. FOR ASSOCIATION LIBRARIES: The Contracting Library will take all steps reasonable and necessary to authorize and effect the transfer to the Library District of the building(s) and other real property owned by the Contracting Library and currently used for the provision of free library services. FOR MUNICIPAL PUBLIC LIBRARIES: The parties understand that this Memorandum of Understanding has no effect on the ownership status of the building(s) and associated real property owned by the Municipality and currently used for the provision of free library services to the residents of the Municipality.
6. Personal Property. (a) Any personal property, tangible or intangible, transferred by the Contracting Library to the Library District pursuant to paragraph 4 hereof that constitutes any part of a prior gift, grant, devise, bequest or appropriation from the Contracting Library’s sponsoring Municipality, to the Contracting Library for the use or benefit of the Contracting Library, will be held, used and/or expended by the Library District only in a manner and for purposes consistent with those specified in the terms of the gift, grant, devise, bequest or appropriation, and consistent with the terms of paragraph 7 of this Memorandum. To assist in the effectuation of this provision, the Contracting Library will provide to the Library District an inventory, in the form of Exhibit A hereto, of all personal property, tangible and intangible, it proposes to transfer to the Library District pursuant to this paragraph 6, specifying such property that constitutes any part of a prior gift, grant, devise, bequest or appropriation, no later than sixty days after the passage into law of the Special

Legislation. The funds will be held and invested by the Library District pursuant to its Donation Receipt and Use Policy, as amended from time to time. To the extent a gift, grant, devise or bequest made subsequent to the creation of the Library District is designated as for the use or benefit of a Library District member or members within the Municipality, such personal property shall be the property of the Library District but shall be treated in accordance with this paragraph and paragraph 7 hereof.

(b) Notwithstanding the transfer of ownership of personal property of the Contracting Library to the Library District, the items identified in Exhibit B hereto shall continue to be housed in the library facility known as [NAME OF CONTRACTING LIBRARY (AND BRANCH, IF APPLICABLE)] unless and until said library facility shall no longer be used for library purposes, in which event the items identified in Exhibit B shall be disposed of pursuant to the provisions of paragraph 7(g) hereof.

(c) For purposes of clarity, the items identified in Exhibit C hereto are not the property of the Contracting Library and, therefore, will not be transferred from the Contracting Library to the Library District.

7. Advisory Board. The Library District will invite the establishment of an Advisory Board, to be constituted of at least five volunteer members who are residents of the Municipality and meet at least quarterly, to offer advice and recommendations to the Library District regarding the provision and administration of library services by any member of the Library District located in the Municipality. An Advisory Board created pursuant to this provision will have no legal authority or responsibility for the governance and administration of the Library District. An Advisory Board duly established and operational pursuant to this paragraph 7 will carry out the following functions and responsibilities:

- a. Adopt by-laws to govern its organization and operations, such by-laws to require, inter alia, that the Advisory Board may conduct business only with a quorum of the Advisory Board present, that a quorum of the Advisory Board consist of at least a majority of the board, and that any member of the Advisory Board who fails to attend meetings of the Advisory Board for a period of nine months or longer shall be deemed to have resigned from membership on such Advisory Board;
- b. Communicate to the Library District the interests of the residents of the Municipality with respect to delivery of library services. In furtherance thereof, a quorum of the members of the Advisory Board shall meet at least annually with the Library District trustee elected from the legislative district within which the Municipality is located. The Library District Board's by-laws will require each trustee to hold an annual meeting with the advisory board representing any Library District member or members located within the legislative district from which that trustee is elected;

- c. Recommend policies to the Library District regarding the delivery of library services to the residents of the Municipality;
- d. Recommend specific operating hours for any member of the Library District located in the Municipality, within the confines of the total number of operating hours set for such member by the Library District Board;
- e. Review each proposed annual budget for the Library District and provide input and recommendations;
- f. Provide to the Library District its recommended selection of a candidate to manage the operation of any member of the Library District located in the Municipality;
- g. Make recommendations regarding the use, expenditure or final disposition of any personal property held by the Library District for the exclusive benefit of any member of the Library District located in the Municipality pursuant to paragraph 6 of this Memorandum, which recommendations, if duly made by the Advisory Board, shall be binding upon the Library District unless overridden by a vote of more than sixty percent of the trustees of the Library District Board present at such vote; provided, however, that if such use, expenditure, or final disposition of personal property is reasonably likely to have a material impact on the operations of the Library District or to otherwise affect the budget of the Library District, such recommended use, expenditure or final disposition may be overridden by a simple majority of the Library District Board after the Library District has articulated to the Advisory Board the anticipated material impact of the recommended use, expenditure or final disposition. Notwithstanding the provisions of this paragraph 7(g), if the Advisory Board unreasonably fails to make recommendations regarding the use, expenditure or final disposition of such personal property, the Library District may proceed to make such determinations for the benefit of any member of the Library District located in the Municipality, provided that the Library District gives the Advisory Board advance written notice of its intention to do so and 30 days to fulfill its obligations under this paragraph 7(g).
- h. Attend meetings of the Library District Board as requested by the Library District Board or desired by the Advisory Board;
- i. Perform planning, fundraising and community relations functions;
- j. Participate in subcommittees as requested by the Library District Board; and
- k. Be deemed an intended beneficiary of the Memorandum for the sole purpose of enforcing this Memorandum.

In the event that the Library District member or members within the Municipality have no duly constituted Advisory Board, or that a previously constituted Advisory Board has fewer than five members, meets less than quarterly, or otherwise fails to operate in accordance with its by-laws, the provisions of this paragraph 7 will have no effect.

8. Employees. All employees of the Contracting Library will become employees of the Library District to the extent permitted by and in a manner consistent with the relevant provisions of the Civil Service Law, the Education Law, the Regulations of the Commissioner of Education, and any applicable collective bargaining agreement then in effect.
9. Closure of Library Facility. It is the desire of the parties that the Library District will provide library services to the residents of the Municipality at the facility or facilities at which the Contracting Library now operates, but the parties understand that circumstances may arise that affect the feasibility of providing services at the facility or facilities. As a result, the Library District agrees to adopt a procedure by which the Library District will make any determination to cease to provide library services at the facility or facilities at which the Contracting Library now operates; the procedure will include (but need not be limited to) consultation with the Advisory Board representing the Library District member or members located in the Municipality and consultation with a representative of the Municipality's government.
10. Miscellaneous. This Memorandum shall be binding upon the parties. All rights under this contract are nonassignable and nontransferable, except that all rights and obligations of B&ECPL shall be transferred and assigned to the Library District at such time as the Library District is created, funded and granted a charter by the Regents and, except as otherwise required by law, any attempt to assign or transfer any rights hereunder shall be void and unenforceable. There are no intended beneficiaries of this Memorandum except as expressly set forth herein, and this Memorandum may not be enforced by any person or entity other than the parties, except as expressly set forth herein.
11. Complaint Procedure. In the event the Advisory Board believes that the Library District has violated any term of this Memorandum, the Advisory Board must provide written notice of such purported violation to the Director of the Library District, with a copy to the president of the Library District Board, and provide the Library District a reasonable period in which to remedy such purported violation.
12. Execution of Additional Documents. B&ECPL and the Contracting Library will execute such documents as may be necessary to implement the terms of this Memorandum, including but not limited to leases, deeds, ancillary title transfer documents and applications to such courts and state agencies as may be required.

13. Entire Agreement. This Memorandum contains the entire agreement between the parties respecting its subject matter, and no modification of this Memorandum or any of its provisions shall be binding upon the parties, or their successors, unless made in writing and executed by the B&ECPL and the Contracting Library. After the grant of a charter to the Library District, any modification of this Memorandum must be executed by the Library District, as successor to the B&ECPL, and after the dissolution of the Contracting Library and creation of the Advisory Board, any modification of this Memorandum must be approved by the Advisory Board as an intended beneficiary of this Memorandum.
14. Continuation of the Contracting Library. Notwithstanding any provision of this Memorandum, the governance of the Contracting Library in effect as of the date of this Memorandum will continue in effect until such time as the Library District is created, funded and granted a charter by the Regents, or this Memorandum is terminated by the parties, whichever comes first.

Dated: _____, 2012

Buffalo & Erie County Public Library

By:

Chairperson
B&ECPL Board of Trustees

[CONTRACTING LIBRARY]

By:

President
Board of Trustees

**RESOLUTION TO APPROVE THE TERMS OF
A MEMORANDUM OF UNDERSTANDING REGARDING
CREATION OF A SPECIAL DISTRICT PUBLIC LIBRARY**

At a duly called meeting of the Board of Trustees of the _____
Library ("Contracting Library"), located in the _____ of _____ (the
"Municipality") and the County of Erie, held at _____, New York, on the
____ day of September, 2012, at ____ p.m.

The following resolution was offered by _____, and seconded by
_____, to wit;

WHEREAS, the Buffalo & Erie County Public Library ("B&ECPL") and the Contracting Library have explored options for stabilizing funding, increasing accountability to voters and enhancing efficiency in the provision of library services to the residents of Erie County; and

WHEREAS, the Contracting Library, by resolution of its Board of Trustees dated _____, 201_, has endorsed pursuing the creation of a special legislative district public library to serve the residents of Erie County and all the municipalities within the County, including the Municipality, to be governed by a board of trustees elected by the voters of Erie County, and with funding determined by the voters of Erie County; and

WHEREAS, the Contracting Library, by that same resolution of its Board of Trustees, has resolved to consider entering into a memorandum of understanding with the B&ECPL Board of Trustees to describe the common expectations of the Contracting Library and the B&ECPL in the creation of a special legislative district public library, and to enter into discussions with the B&ECPL regarding the appropriate terms of such a memorandum of understanding; and

WHEREAS, for this purpose, the membership of ACT, which consists of all of the contracting libraries within Erie County, has engaged in repeated and extensive discussions regarding the appropriate terms of such a memorandum of understanding, and the Contracting Library has had opportunity to participate in those discussions; and

WHEREAS, members of ACT, at a meeting duly noticed and held on August 13, 2012, voted to convey the memorandum of understanding annexed hereto as Exhibit A ("Memorandum of Understanding") to each of the boards of trustees of the contracting libraries in Erie County for their consideration;

NOW, THEREFORE, it is hereby

RESOLVED, that the Board of Trustees of the Contracting Library approves the terms of the Memorandum of Understanding to describe the common expectations of the Library and the B&ECPL with respect to the creation of a special legislative district public library to serve the residents of Erie County; and

RESOLVED, that the Board of Trustees of the Contracting Library will take all steps reasonable and necessary to complete the exhibits referenced in the Memorandum of Understanding, for purposes of preparation of the final Memorandum of Understanding to be executed by the Board of Trustees of the Contracting Library and the Board Trustees of the B&ECPL.

Dated: September __, 2012

, Secretary

Vote: In Favor
 Opposed
 Abstentions

SUPERVISOR
JOLENE M. JEFFE
(716) 652-7590
jjeffe@townofaurora.com



MA
townclerk@

WS-4

TOWN OF AURORA

5 South Grove Street, East Aurora, NY 14052
www.townofaurora.com

TOWN COUNCIL MEMBERS

May 8, 2012

Jeffrey T. Harris
jharris@townofaurora.com

James F. Collins
jcollins@townofaurora.com

James J. Bach
jbach@townofaurora.com

Susan A. Friess
sfriess@townofaurora.com

SUPT. OF HIGHWAYS
David M. Gunner
(716) 652-4050
highway@townofaurora.com

RECEIVER OF TAXES
Barbara Halt
(716) 652-7596
tax@townofaurora.com

SUPT. OF BUILDING
Patrick J. Blizniak
(716) 652-7591
building@townofaurora.com

ASSESSOR
Thelma Homberger
assessor@townofaurora.com
(716) 652-0011

DIR. OF RECREATION
Peggy M. Cooke
(716) 652-8866
peggy@townofaurora.com

TOWN ATTORNEY
Ronald P. Bennett

TOWN JUSTICE
Douglas W. Marky
Jeffrey P. Markello

HISTORIAN
Robert L. Goller
(716) 652-7944
historian@townofaurora.com

FAX: (716) 652-3507

TDD (716) 714-1001
For the Hearing Impaired

To: Town Board Members

I respectfully request the Town Board approve of the hiring of a contractor to fix the back porch of the library. I have obtained the following three proposals:

Creative Concrete- \$4100.00
Dodge Enterprises- \$7750.00
Varecka Builders- \$6496.71

I have also obtained a proposal to replace the 2 steel doors in the back porch. I feel that this could be budgeted for properly in the 2013 Buildings Maintenance budget since it is in no way an emergency.

Hamburg Overhead Door- \$3670.00

Sincerely,

A handwritten signature in black ink, appearing to read "D. Gunner".

David M. Gunner
Superintendent Of Highways

Varecka Builders, Inc.
 P.O. Box 401
 East Aurora, NY 14052
 Phone: 716-913-1956
 Fax: 716-655-9543

ESTIMATE

Date	Estimate #
9/13/2012	09-H-513

Billing Customer Name and Address	Project Name and Address
East Aurora Library 550 Main St East Aurora NY 14052	

We Propose the Following:	Total
Remove existing concrete steps. Replace with new poured steps to match the existing style. Remove and replace two steel post.	6 496.71

Acceptance of Proposal. The price, specifications, and conditions are satisfactory and are hereby accepted. I am authorizing Varecka Builders, Inc. to do the work as detailed above. Payments will be made as detailed above
 Owner's Signature: _____
 Date: _____

Total	\$6,496.71
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DODGE ENTERPRISES
136 ELM STREET
EAST AURORA, NY 14052
(716) 652-4910
FAX: 652-4961

PROPOSAL

DATE: 5/7 /12

Proposal Submitted To: Town of Aurora
Attn: Dave Gunner

Work To Be Performed At: East Aurora public library
Main St. East Aurora N.Y.

We hereby propose to furnish all the materials and perform all the labor necessary for the completion of:

- Remove rear concrete steps and porch area and re-pour new concrete steps and porch to the same dimensions.
- Remove (2) 2-1/2" wide by 8' long sch40 galvanized steel support posts and replace with (2) new steel posts the same dimension .
- Replace bad bricks between both rear doors and re-point with concrete any areas needed between rear doors.

NOTE: We will jack hammer out rear steps and porch area as far down to grade as possible and re pour steps and porch (cement) to the same exact dimensions putting in re-bar as needed and finishing surface.

NOTE: We will cut off existing steel support posts from existing header and grind surface clean, then install new posts and re-weld to header, we will install 4" x 6" steel support bolting plates to the bottom of both posts to attach both posts into the concrete.

NOTE: We will remove any bad bricks and install new ones in between both rear doors, then re-point or grout any bad areas between doors.

NOTE: After main work is completed we will prime and paint (2) posts to original color.


Being a complete replacement of steps porch and posts this job is a capital improvement meaning there is no tax on labor or materials.

TOTAL COST: \$ 7750.00

A deposit of 50% is required with the final payment due upon completion. Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by Dodge Enterprise. Respectfully submitted,

Per:



Note: This proposal may be withdrawn by us if not accepted within 15 days

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted _____ Signature _____

Proposal

Page No. of Pages

David Lunner



CREATIVE CONCRETE

801 N. DAVIS RD.
ELMA, NY 14059
(716) 652-1110

PROPOSAL SUBMITTED TO <i>Town of Aurora</i>		PHONE	DATE <i>5/1/12</i>
STREET <i>C. Aurora Library</i>		JOB NAME <i>C. Aurora Library</i>	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

*Replace back door concrete area
 Concrete porch & steps
 Replace new steel supports
 Touch paint damaged areas of truck*

\$4100.00

We propose hereby to furnish material and labor—complete in accordance with above specifications, for the sum of:

dollars (\$ *4100.00*).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Note: This proposal may be withdraw by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. Your are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE _____

DATE OF ACCEPTANCE _____

SIGNATURE _____

WS-6

CERTIFICATE OF HIGHWAY ABANDONMENT

In accordance with Section 205 of the Highway Law, a highway that shall not have been traveled or used as a highway for six (6) years, shall cease to be a highway. The Town Superintendent of Highways, with the consent of a majority of the Town Board, shall file, or cause to be recorded in the Town Clerk's Office of the Town, a written description, signed by him and by said Town Board of the highway so abandoned, and the same shall be discontinued.

The undersigned, DAVID M. GUNNER, Town Superintendent of Highways of the Town of Aurora, County of Erie, New York, hereby certifies:

That the said highway in said Town of Aurora known as described as Old-Jewett Holmwood, formerly known as Jewett-Holmwood Road, formerly known as Rankin Road, has not been traveled or used as a highway for six (6) or more years prior to the date of this certificate, and said highway is hereby declared abandoned pursuant to Section 205 of the Highway Law as a highway and a public right-of-way.

IN WITNESS WHEREOF, the undersigned Town Superintendent of Highways, DAVID M. GUNNER, has executed and the undersigned members of the Town Board of said Town, constituting a majority of said Town, have consented to the certificate and the filing and recording thereof.

Dated: September ____, 2012

TOWN OF AURORA

By _____

David M. Gunner, Superintendent of Highways

By _____

JOLENE M. JEFFE, Supervisor

By _____

JAMES BACH, Councilman

By _____

JAMES COLLINS, Councilman

By _____

SUSAN FRIESS, Councilwoman

By _____

JEFFREY HARRIS

Filed and recorded in the Town Clerk's Office of the Town of Aurora, County of Erie,
New York on the ____ day of September, 2012.

MARTHA LIBROCK, Town Clerk

RESOLUTION AUTHORIZING ABANDONMENT OF HIGHWAY

WHEREAS, David M. Gunner as Superintendent of Highways of the Town of Aurora has recommended that the eastern portion or end of the road in the Town of Aurora known as Old Jewett-Holmwood Road, formerly known as Jewett-Holmwood Road, formerly known as Rankin Road, a Survey of which describes that portion to be abandoned, has not been opened or worked within six (6) years and has not been traveled or used as a highway for six (6) or more years prior to the date of September ____, 2012, and

WHEREAS, New York Highway Law Section 205(1) provides that every highway that has not been traveled or used as a highway for six (6) years, shall cease to be a highway, and

WHEREAS, the abandonment of such road requires the written consent of a majority of the Town Board,

NOW, THEREFORE, be it

RESOLVED, that portion of the highway previously known as Rankin Road, a description of which is annexed as Exhibit "A", shall cease to be a highway and deemed abandoned, and be it further

RESOLVED, an acknowledgment of the abandonment is annexed as Exhibit "A", and be it further

RESOLVED, the Town Superintendent of Highways shall file and cause to be recorded in the office of the Town Clerk the acknowledgment of abandonment signed by him and by members of the Town Board, which effective upon the filing shall be deemed an abandonment and the same shall thereupon be discontinued.

Duly adopted this ____ day of _____, 2012.