



5A

7002 Davis Road, P.O. Box 250
West Falls, New York 14170
Ph: 716.655.2222
Fx: 716.655.2231
www.eckisrealty.com

To: Honorable members of the Aurora Town Board
From: Gary Eckis
Date: January 26, 2016

Enclosed is the Aurora Mills plan. At your suggestion, we have reduced the number of units to the lowest possible number that allows the project to be economically feasible. Further, the westerly portion of the development, retention pond and pump station location have been moved easterly to enlarge the buffer along the Cazenovia Creek corridor.

Aurora Mills now has fewer units than what is legally permitted per the town code and the green space is larger than what is required.

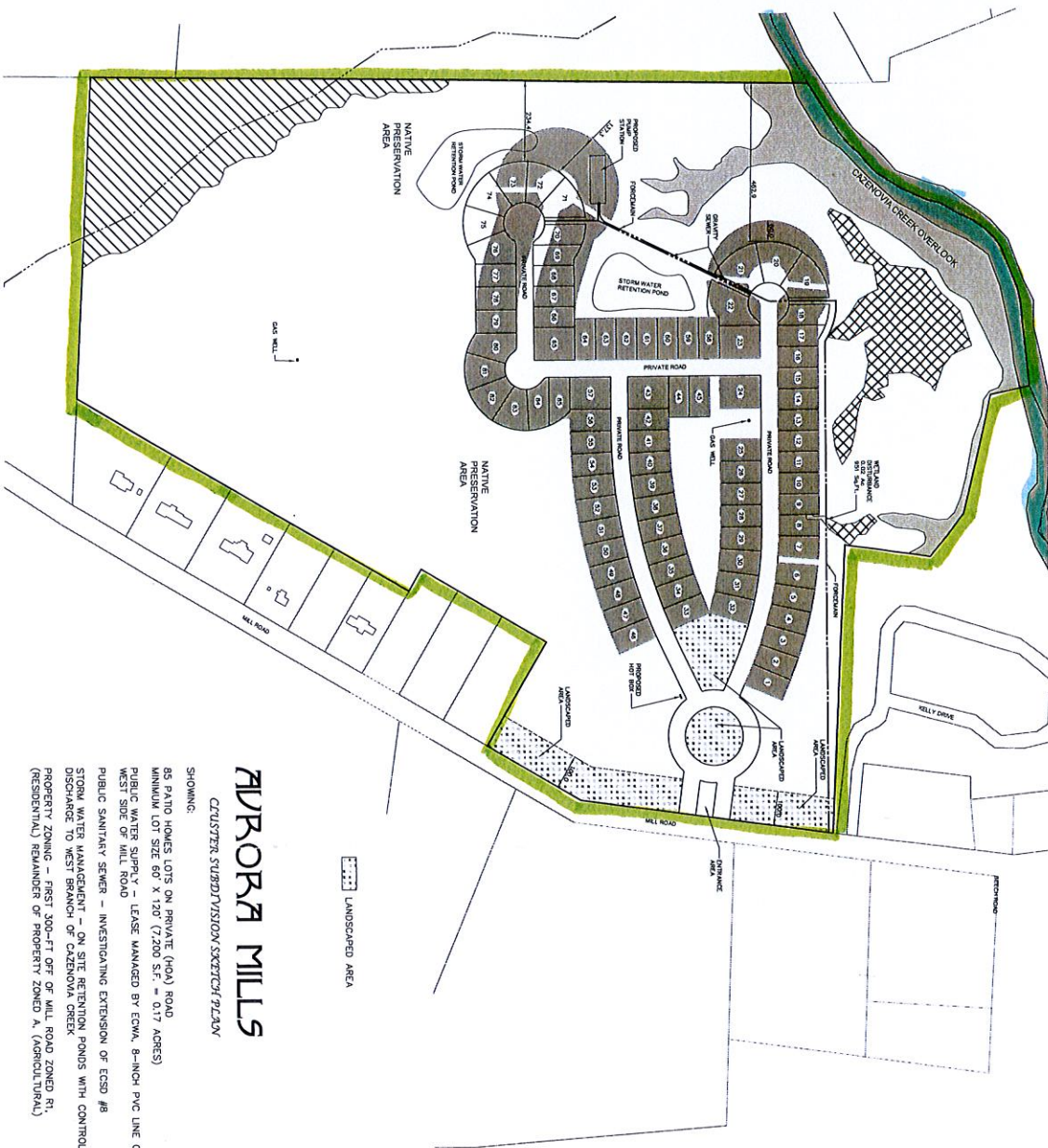
We have done everything possible to address every concern and are now requesting sketch plan approval.

All the input, help and time spent by both Boards to help make Aurora Mills a truly outstanding asset for the town and its residents are sincerely appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Gary R. Eckis".

Gary R. Eckis, President
Eckis Realty, Inc.



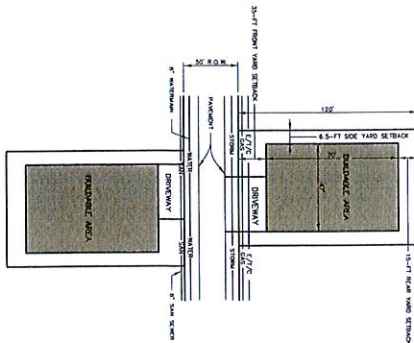
AURORA MILLS

CLUSTER SUBDIVISION SKETCH PLAN

SHOWING:
 85 POND HOMES LOTS ON PRIVATE (HQA) ROAD
 MINIMUM LOT SIZE 60' X 120' (7,200 S.F. = 0.17 ACRES)
 PUBLIC WATER SUPPLY - LEASE MANAGED BY EDWA, 8-INCH PVC LINE ON WEST SIDE OF MILL ROAD
 PUBLIC SANITARY SEWER - INVESTIGATING EXTENSION OF ECSD #8
 STORM WATER MANAGEMENT - ON SITE RETENTION PONDS WITH CONTROLLED DISCHARGE TO WEST BRANCH OF CAZENOVIA CREEK
 PROPERTY ZONING - FIRST 300-FT OFF OF MILL ROAD ZONED R1 (RESIDENTIAL) REMAINDER OF PROPERTY ZONED A (AGRICULTURAL)

LANDSCAPED AREA

AURORA MILLS TYPICAL LOT LAYOUT



NORTH



PROPOSED AURORA MILLS CLUSTER SUBDIVISION
 MILL ROAD
 TOWN OF AURORA - ERIE COUNTY - NEW YORK

WM SCHUTT ASSOCIATES
 37 CENTRAL AVE.
 LANCASTER, NY 14086-2143
 PH. 716-683-5961
 FAX 716-683-0189
 WWW.WMSCHUTT.COM

DESIGNED BY: PJB
 DRAWN BY: DLS
 CHECKED BY:
 DATE: 2015

DRAWING REVISIONS	
ITEM	DATE DESCRIPTION
1	8/17/15 REVISION AURORA MILLS CLUSTER SUBDIVISION PER TOWN BOARD
2	8/25/15 REVISION AURORA MILLS CLUSTER SUBDIVISION PER TOWN BOARD

WARNING:
 ALTERING THIS DOCUMENT IS IN VIOLATION OF THE LAW EXCEPTING AS PROVIDED IN SECTION 1209 PART 2 OF THE NEW YORK STATE EDUCATION LAW (ECL) AND 605.00 OF NEW YORK STATE REGS. (605 NYCRR) © 2015 WM SCHUTT & ASSOCIATES P.C.

THIS SHEET SHOULD ANSWER TO SHEET
CP17
 DRAWING SCALE: 1"=40'
 WVA PROJECT NO. 1612

SKETCH PLAN

SUPERVISOR
James J. Bach
(716) 652-7590
jbach@townofaurora.com



town

CEA

TOWN OF AURORA
Southside Municipal Center
300 Gleed Avenue, East Aurora, NY 14052
www.townofaurora.com

TOWN COUNCIL MEMBERS

2/09/2016

Susan A. Friess
sfriess@townofaurora.com

Board Members,

Jeffrey T. Harris
jharris@townofaurora.com

I am requesting that at the Town Board work session on 2/16/2016 the Board review the MS4 letter of commitment and authorize the Supervisor to sign the letter of commitment to allow the Western New York Stormwater Coalition to proceed with the described grant application. Thank you.

Jolene M. Jeffe
jjeffe@townofaurora.com

Charles D. Snyder
csnyder@townofaurora.com

Bill Kramer

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

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

ASSESSOR
Richard L. Dean
assessor@townofaurora.com
(716) 652-0011

DIR. OF RECREATION
Christopher Musshafan
(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
NYS Relay Number:
1(800) 662-1220

Cooperating MS4 Letter of Commitment

MS4 Name: Town of Aurora

Located in County of: Erie

General Permit #: A131

Stormwater Contact: William Kramer

Mailing Address: 300 Gleed Ave. East Aurora, NY 14052

Telephone Number: 716-652-7591

The **Town of Aurora**, in partnership with the Western New York Stormwater Coalition, is a project partner on the Erie County Department of Environment and Planning's Round 12 Water Quality Improvement Project #52931. The project, entitled *Western NY Stormwater Coalition: MS4 Gap Analysis & Mapping Project*, includes completion of a gap analysis to identify barriers to green infrastructure in local laws; and, a continuation of MS4 storm system mapping that will add the following features: municipal facilities and the storm sewers draining those properties; stormwater management practices, including ponds, chambers, bioretention areas, swales, rain gardens, pervious pavement; and, web-based tools for tracking environmental assessments at facilities, and inspections and maintenance of stormwater management practices.

The **Town of Aurora** agrees to the following roles and responsibilities as a project partner:

1. **Town of Aurora** will assist with the gap analysis on municipal code by providing information to the project manager as needed.
2. **Town of Aurora** will provide any existing storm sewer maps and assist a field crew during the data collection component of the mapping to be done at municipal facilities.
3. **Town of Aurora** will provide information on the type and location of stormwater management practices in the municipality.
4. **Town of Aurora** will contribute in kind services to help meet the required local match of 25%. The in kind services will be salary and fringe for municipal staff assisting with the project work.

Signature:

Date:

Title:

EAST AURORA UNION FREE SCHOOL DISTRICT

February 5, 2016

Brian D. Russ
Superintendent of Schools

CB

TO ATTACHED LIST OF AGENCIES

Re: Lead Agency - State Environmental Quality Review Act
East Aurora Union Free School District
Capital Improvements Project, 2016

Ladies and Gentlemen:

The East Aurora Union Free School District (the "District") proposes to undertake a capital improvements project which includes various renovation, upgrade, and site work improvements to promote educational programs and safety and preserve assets at Parkdale Elementary School, East Aurora Middle School, and East Aurora High School.

The enclosed Part 1 of the Full Environmental Form ("EAF") provides more information on the proposed project which will be presented to the voters of the District. The project is being considered a Type I action under the State Environmental Quality Review Act ("SEQRA"), and a coordinated review is being conducted.

In accordance with New York State Education Department ("SED") policy and practice which mandate that a local school district is the SEQRA "lead agency" for capital projects undertaken by a district, the District and its Board of Education proposes to be the SEQRA "lead agency" for this project and is circulating the attached Part 1 of the EAF for your information and review.

As with all school capital projects, the SED is an "involved agency" which has discretionary approvals regarding the proposed project. Given that the proposed project is being treated as a Type I action, as a formality, the District requests that the SED confirm its assent to the District's being the lead agency for the project's SEQR review.

No other agencies have been identified as having discretionary approvals regarding the proposed project. However, if there are any such other "involved agencies," by SEQRA regulation, if a reply from an "involved agency" is not received within thirty (30) days of this notification, the District/Board will automatically assume the Lead Agency role.

Other agencies may have ministerial, non-discretionary approvals and be "interested agencies," and some agencies may not have any approvals regarding the project but still may be interested in the project. Part 1 of the EAF is being provided as a courtesy for informational purposes to all of these "interested agencies." As "interested agencies," they do not need to sign and return the attached affirmation, but they may do so if they wish.

Thank you for your consideration, and please contact me as soon as possible if you have any questions or comments.

Sincerely,



Brian Russ
Superintendent

Enclosures

430 Main Street • East Aurora, NY 14052
Telephone: (716) 687-2302 Fax: (716) 652-8581
Email: bruss@eastauroraschools.org

East Aurora Union Free School District – 2016 Capital Project

Lead Agency Designation

The undersigned agency consents to the designation of the East Aurora Union Free School District and its Board of Education as Lead Agency pursuant to the provisions of the SEQRA regulations (6 N.Y.C.R.R., Part 617) for the Capital Improvements Project, 2016.

Agency: _____

By: _____

Name and Title: _____



6C

COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

February 11, 2016

James J. Bach, Town Supervisor
Town of Aurora
300 Gleed Avenue
East Aurora, New York, 14052

**RE: Second Amendment to Erie County 2013-2016
Intermunicipal Snow Removal and Ice Control Agreement
Doc#13-848-PW**

Dear Supervisor Bach:

Enclosed please find two (2) original amendments to the Erie County 2013-2016 Intermunicipal Snow Removal and Ice Control Agreement between the County of Erie and **Town of Aurora** ("Agreement"). Said amendment will serve to modify the County Lane Miles (LM), an increase of 2.2LM, for which the **Town of Aurora** shall be responsible as of February 1, 2016 as negotiated by your Highway Superintendent and our District Engineer. The Amendment will also serve to increase the payment to the Town accordingly.

Kindly execute both original amendments, replace the expired insurance certificates, and return all to Annette Juncewicz, Contract Administrator's attention at the address below. Once executed by the County, I will return one original for your file.

Should you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,


William Geary
Erie County Deputy Commissioner, Public Works
Erie County Highways Division

WG/aj
Enclosures

**SECOND AMENDMENT TO ERIE COUNTY 2013-2016
INTERMUNICIPAL SNOW REMOVAL AND ICE CONTROL AGREEMENT
DOC#13-848-PW**

THIS FIRST AMENDMENT TO the Erie County 2013-2016 Intermunicipal Snow Removal and Ice Control Agreement (“**Second Amendment**”), dated as of the **1st day of February 1, 2016**, is by and between the COUNTY OF ERIE, a municipal corporation of the State of New York, with offices located at 95 Franklin Street, Buffalo, New York 14202 (“County”) and the **TOWN OF AURORA**, a municipal corporation of the State of New York, having an office located at 300 Gleed Avenue, Aurora, New York 14052 (“Municipality”).

WHEREAS, the County and Municipality entered into the Erie County 2013-2016 Intermunicipal Snow Removal and Ice Control Agreement (“Agreement”) **Doc#13-848-PW** dated **October 29, 2013**, whereby the Municipality agreed to remove snow and to control ice and snow on certain County roadways; and

WHEREAS, pursuant to Paragraphs “Third” and “Seventh” of the Agreement, the County and Municipality mutually desire and agree to modify Exhibit A of the Agreement, which identifies the County Lane Miles for which the Municipality will be responsible under the Agreement.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and Municipality agree as follows:

1. Agreement Modification. In accordance with Paragraphs “Third” and “Seventh” of the Agreement, the County and Municipality hereby mutually agree to modify the County Lane Miles for which the Municipality shall be responsible during the 2014-2015 snow season, effective as of the **1st day of February 10, 2016**. Attached hereto and incorporated herein is a modified Exhibit A, identifying said lane miles.
2. Other Terms and Conditions Remain. In the event of any inconsistencies between the Agreement and this **Second Amendment**, the terms of this **Second Amendment** shall control. Except as expressly set forth in this **Second Amendment**, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this **Second Amendment**.

IN WITNESS WHEREOF, the Parties have caused this **Second Amendment** to be duly executed by their duly authorized officers and/or agents as of the day and year first set forth above.

COUNTY OF ERIE

TOWN OF AURORA

By: _____
Name: Mark C. Poloncarz/Maria Whyte
Title: County Executive/Deputy County Executive
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO CONTENT

APPROVED AS TO FORM

By: Electronically Signed
Name: John Loffredo
Title: Commissioner of Public Works

By: Electronically Signed
Name: Kristen M. Walder
Title: Assistant County Attorney
Document No.: 13-848-PW, Amend 2

MUNICIPALITY ACKNOWLEDGMENT

STATE OF NEW YORK)
) SS.
COUNTY OF ERIE)

On the ____ day of _____ in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and she acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

EXHIBIT A

2013-2016 ERIE COUNTY SNOW REMOVAL EXHIBIT A: LANE MILE CONFIRMATION revised as of 2/1/2016

Town of Aurora 300 Glead Avenue, Aurora, New York 14052

Town of Aurora

Erie
County
Highway
Maintenance
District 4

Erie County
Department of Public Works

County Road Number	Street Name	FROM	TO	MILES	Lane Miles
85	Blakely Corners Road	Olean (RT 16)	Mill	0.00	0.00
541	Boies Road	Emery	Falls	1.60	3.20
67	Emery Road	Boise	Center	0.75	1.50
67	Emery Road	Olean Road (Rte. 16)	Center Street	2.51	5.02
33	Center Street	Main Street (Rte. 20A)	Blakely Corners Road	2.85	5.70
380	Lewis Road	Emery Road	Darling Road	1.65	3.30
374	Falls Road	Hayes Hollow	Grover	0.00	0.00
336	Girdle Road	Townline	Porterville	0.37	0.74
373	Grover Road	Jewett-Holmwood	Falls	4.37	8.74
378	Gypsy Lane	Routes 20A	Knox	0.63	1.26
376	Knox Road	Buffalo ST (16/78)	Willardshire	1.99	3.98
381	Lapham Road	Route 16	Rieter	1.58	3.12
47	Mill Road	Quaker Road (Rte. 20A)	Grover Road (West)	3.28	6.56
47	Mill Road	Route 20A	Route 240	0.00	0.00
362	North Davis Road			0.23	0.46
84	Davis Road	Jewett-Holmwood	Route 20A	1.10	2.20
6	Pine-East Aurora	Porterville-Main St	Hemstreet	3.00	6.00
383	Reiter Road	Porterville	Centerline Road	3.50	7.00
112	South Street	Center	Olean St (RT 16)	0.76	1.52
553	Transit Road	Route 20A	Jewett Holmwood	1.09	2.18
144	West Falls Road	Mill	Falls	1.85	3.70
377	Willardshire Road	Seneca (RT 16)	Stoneybrook	2.51	5.02
380	Lewis Road	Emery Road	Darling Road	1.65	3.30

	Total
REVISED 12/7/2010	decrease LM CR374 = -1.14
REVISED 5/16/2012	decrease LM CR85 = -6.28
	decrease LM CR47 = -9.24
	addition LM CR6 = +6
	addition LM CR383 = +7
	addition LM CR553 = +2.18
	REVISED 10/30/2014
	addition LM CR67 = +5.02
	addition LM CR33 = +5.7
	addition LM CR380 = +3.30
	addition LM CR47 = +6.56
	addition LM CR84 = +2.2
	37.27
	74.50

UPDATE INFO BELOW, 24 HR CONTACT REQUIRED BY CONTRACT

VERIFIED BY: _____
MUNICIPALITY REPRESENTATIVE SIGNATURE

VERIFIED BY: _____
ERIE COUNTY REPRESENTATIVE

Position Name	Supervisor	Clerk	Engineer	Highway Superintendent	24 HOUR CONTACT
	James J. Bach	Martha L. Librock	Brian Smith, P.E.	David Gunner	
Address	See Above	See Above	See Above	251 Quaker Road Aurora, NY 14052	
Phone (Office)	652-7590	652-3280	856-2142	652-4050	
Phone (Home)					
Phone (Cell/Mobile)					
Pager					
Fax	652-3507	652-3507	(R & D)	652-1123	
E-mail	supervisor@	townclerk@		highway@	

...@townofaurora.com



TOWN OF AURORA

300 Gleed Avenue, East Aurora, NY 14052

www.townofaurora.com

STATE OF NEW YORK)
COUNTY OF ERIE)
TOWN OF AURORA)

I, Martha L. Librock, Town Clerk of the Town of Aurora, Erie County, New York, do hereby certify that at a regular meeting of the Town Board of aforesaid town, on the 28th day of October, 2013, at Town Hall Auditorium, 300 Gleed Avenue, East Aurora, New York, the following resolution was adopted, every member present voting therefore, to wit:

Councilman Bach moved to authorize the Supervisor to sign the 2013-2016 Intermunicipal Snow Removal and Ice Control Agreement with Erie County whereby the Town of Aurora will plow and de-ice selected County roads and be reimbursed by the County as follows:

- 2013-14 \$1,747.46 per lane mile
- 2014-15 \$1,799.88 per lane mile
- 2015-16 \$1,853.88 per lane mile

Councilwoman Friess seconded the motion.

Upon a vote being taken: ayes – three noes – none Motion carried.

* * * * *

I do further certify that I have compared the foregoing with the original minutes of the regular meeting of the Town Board of said Town held on the 28th day of October, 2013, and the foregoing is a true and correct transcript of said original minutes and the whole thereof, and that the resolutions duly adopted by the said Town Board are on file in my office.

I do further certify that the following members of the Town Board were present at such meeting, namely:

- James J. Bach, Councilman
- Susan A. Friess, Councilwoman
- Jolene M. Jeffe, Supervisor

Being three (3) of the persons constituting said Town Board of the Town of Aurora, Erie County, New York. (Councilmen Collins and Harris were excused from the meeting.)

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said Town of Aurora, Erie County, New York, this 22nd day of November, 2013.

Martha L. Librock
Town Clerk

SEAL

STATE OF NEW YORK

LEGISLATURE OF ERIE COUNTY CLERK'S OFFICE

BUFFALO, N.Y., September 26, 2013

TO WHOM IT MAY CONCERN:

I HEREBY CERTIFY, That at the 16th Session of the Legislature of Erie County, held in the Legislative Chambers, in the City of Buffalo, on the Twenty-Sixth day of September, 2013 A.D., a Resolution was adopted, of which the following is a true copy:

WHEREAS, the County of Erie, pursuant to Comm. 12E-20 dated July 22, 2010, relating to the control of snow and ice on County roads by towns and incorporated villages, entered into a three year agreement with local municipalities for such purposes; and

WHEREAS, the said agreement expired August 31, 2013 at a lane mile reimbursement rate of \$3,393.13; and

WHEREAS, it would be in the best interests of Erie County to execute an agreement at a lane mile reimbursement rate increasing three (3) percent each year for a three (3) year period ending August 31, 2016, and representatives of the affected municipalities have agreed to terms with the County.

NOW, THEREFORE, BE IT

RESOLVED, that the Erie County Legislature hereby authorizes the said Snow and Ice Control Agreement, as modified and updated, at a lane mile reimbursement rate increasing three (3) percent each year for a three (3) year period, to expire August 31, 2016, payable from adopted Division of Highways Fund 210, G/L 520060 Town and Village Snow Contracts, as set forth below:

September 1, 2013 through August 31, 2014	\$3,494.92 per lane mile
September 1, 2014 through August 31, 2015	\$3,599.77 per lane mile
September 1, 2015 through August 31, 2016	\$3,707.76 per lane mile

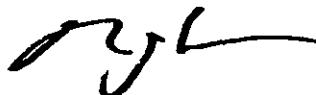
and be it further

RESOLVED, that the County Executive is hereby authorized and directed on behalf of Erie County to execute agreements with participating municipalities; and be it further

RESOLVED, that the Clerk of this Legislature is hereby directed to transmit four (4) certified copies of the foregoing resolution to the Commissioner of Public Works, one (1) certified copy each to the Office of the County Executive, the Division of Budget and Management, the County Attorney and the Office of the Comptroller.

REFERENCE: COMM. 16E-14 (2013)

ATTEST



ROBERT M. GRABER
Clerk of the Legislature of Erie County

SUPERVISOR
JAMES J. BACH
(716) 652-7590
jbach@townofaurora.com



6D
TOWN CLERK
MICHAEL LIBROCK
(716) 652-3280
townclerk@townofaurora.com

TOWN OF AURORA

300 Glead Avenue, East Aurora, NY 14052
www.townofaurora.com

MEMO

TO: Town Board
FROM: Kathleen Moffat
RE: Loomis Contract
DATE: 02/18/16

The Buffalo Chase bank branch we utilize for deposits will be closing at the end of March 2016. Our deposits, currently picked up and delivered by Foxy Delivery Services, will now be directed to a vault in Rochester. However, Foxy does not service Rochester so we are in need of a new delivery service. Jim and I met with Angela Lavis, our local Chase Government Banking representative, who researched options and states LOOMIS armored car service is the most reasonable option. As with Foxy, there will be no direct cost to the Town. All costs will be covered by our account analysis (we earn credit towards fees based on our bank account balances).

Town Board approval is requested for Jim to sign the contract with LOOMIS. The contract is for a period of one year, with service to our office 5x/week. The contract may be terminated at will and LOOMIS will not charge for early termination. To further ensure the Town's ability to terminate at any point, Chase has committed to covering any early termination costs should any be imposed. In addition, we have the ability to change the service frequency at any point if the need arises.



SERVICE AGREEMENT

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

LOOMIS ARMORED US, LLC
("LOOMIS")
a Texas Limited Liability Company
with offices at:
2500 City West Blvd. Ste. 900,
Houston, TX 77042.

and

Town of Aurora
("CUSTOMER")
located at,
300 Glead Ave,
East Aurora, NY 14052.

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this ____ day of February, 2016.

Term: Service will begin on the 29th day of February, 2016 and shall continue for a period of one (1) year. At the expiration of the initial term, this Agreement shall automatically be extended for successive like term periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then current term. CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein. Except as expressly stated herein, CUSTOMER understands and agrees that this Agreement contains no provision for early termination in whole or part. Either party may terminate this Agreement with five (5) days written notice in the event of bankruptcy, or insolvency of the other party. LOOMIS may terminate this Agreement with thirty (30) days written notice in the event of a material reduction or cancellation of LOOMIS' insurance.

CUSTOMER and LOOMIS agree to the following:

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

LOOMIS BRANCH	UNIT # / LOCATION	MAXIMUM LIABILITY AMOUNT	SERVICE FREQUENCY	FEE for SERVICE
<u>5510 Buffalo</u>	<u>Call at: Town of Aurora, 300 Glead Ave, East Aurora, NY 14052. Deliver to: Chase Vault C/O Loomis, 65 Vantage Point Drive, Rochester, NY</u>	<u>\$200,000 per shipment</u>	<u>5X a week (Monday - Friday)</u>	<u>\$346.40 a month</u>

Premise Time: Each service location under this Agreement (regardless of the pickup/delivery points) is allotted five (5) minutes of service time. Over five (5) minutes, a fee of \$2.50 per one (1) minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the CUSTOMER'S location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

Research, Special Request and Supply Fee: A fee of \$65.00 per hour will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS. Supplies provided by LOOMIS to CUSTOMER will be charged back to CUSTOMER at LOOMIS current cost plus 1%.

Excess Item Handling: A fee of \$1.50 per Item is assessed when the number of items or containers exceed 8 items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

Non-Scheduled/Off-Day Service: \$45.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Holiday Service Fee: A fee of \$100.00 will be charged for the service provided on those Holidays as listed in Section 11.

Excess Liability: A fee of \$.60 per \$1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

Insurance Fee: A fee of 7% will be assessed to all services provided within this Agreement.

New Account Setup Fee: Waive

CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:

Decline

Reconstruction Obligations:

As explained in Section 7(c), of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, destroyed checks or items that provide an audit trail. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

Decline

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 7(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars (\$10,000.00) regardless of the face value of the checks in shipment.

Invoices Billed to:

Angela Lavis
J.P. Morgan Chase Bank NA
2300 Main Place Tower
Buffalo NY 14202

TERMS AND CONDITIONS

1. **Service:** LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LOOMIS accepts the sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LOOMIS pursuant to this Agreement. The fee payable by CUSTOMER to LOOMIS is based upon the Maximum Liability Amount(s) and level(s) of service provided by LOOMIS as stated in this Agreement. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

2. **Billing and Payment:** CUSTOMER agrees to pay LOOMIS within fifteen (15) days of receipt of invoices which shall include any applicable federal, state or local taxes. In addition, LOOMIS may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LOOMIS on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed on the signature page of this Agreement.

a. **Third Party Billing.** LOOMIS agrees to accept payment from CUSTOMER'S banking institution, J.P. Morgan Chase Bank N.A., (hereinafter "Bank") if payments from Bank are properly labeled with CUSTOMER'S name, account number and invoice number. CUSTOMER understands that if payments by Bank on behalf of CUSTOMER are not labeled with CUSTOMER'S account number, invoice number and name, CUSTOMER'S account may not be credited. The parties agree that Bank is not intended as a third party beneficiary to this Agreement and is not entitled to any of the rights or benefits hereunder. CUSTOMER assumes the entire risk of non-payment by Bank and shall remain liable to LOOMIS for any unpaid amounts. CUSTOMER understands and agrees that it is solely responsible for notifying LOOMIS in writing if it decides to change its banking institution.

3. **Rate Adjustment:** LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS will henceforth adjust the monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Item). LOOMIS' established baseline is \$1.31. Any cost above the \$1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to \$1.41, the corresponding fuel fee is increased by 0.5%). The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table is for reference only and does not reflect the maximum rate which may be assessed.

Minimum	Maximum	Per Gallon	Fee (%)
\$4.91	\$5.00	\$.10	18.00%
\$4.81	\$4.90	\$.10	17.50%
\$4.71	\$4.80	\$.10	17.00%
\$4.61	\$4.70	\$.10	16.50%
\$4.51	\$4.60	\$.10	16.00%
\$4.41	\$4.50	\$.10	15.50%
\$4.31	\$4.40	\$.10	15.00%
\$4.21	\$4.30	\$.10	14.50%

\$4.11	\$4.20	\$.10	14.00%
\$4.01	\$4.10	\$.10	13.50%
\$3.91	\$4.00	\$.10	13.00%
\$3.81	\$3.90	\$.10	12.50%
\$3.71	\$3.80	\$.10	12.00%
\$3.61	\$3.70	\$.10	11.50%
\$3.51	\$3.60	\$.10	11.00%
\$3.41	\$3.50	\$.10	10.50%
\$3.31	\$3.40	\$.10	10.00%
\$3.21	\$3.30	\$.10	9.50%
\$3.11	\$3.20	\$.10	9.00%
\$3.01	\$3.10	\$.10	8.50%
\$2.91	\$3.00	\$.10	8.00%
\$2.81	\$2.90	\$.10	7.50%
\$2.71	\$2.80	\$.10	7.00%
\$2.61	\$2.70	\$.10	6.50%
\$2.51	\$2.60	\$.10	6.00%
\$2.41	\$2.50	\$.10	5.50%
\$2.31	\$2.40	\$.10	5.00%
\$2.21	\$2.30	\$.10	4.50%
\$2.11	\$2.20	\$.10	4.00%
\$2.01	\$2.10	\$.10	3.50%
\$1.91	\$2.00	\$.10	3.00%
\$1.81	\$1.90	\$.10	2.50%
\$1.71	\$1.80	\$.10	2.00%
\$1.61	\$1.70	\$.10	1.50%
\$1.51	\$1.60	\$.10	1.00%
\$1.41	\$1.50	\$.10	.50%
\$1.31	\$1.40	\$.10	.00%

a) LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. **Liability:** LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement of the securely sealed container(s) from the time LOOMIS signs for and receives physical custody of the sealed container(s). The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. LOOMIS' responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LOOMIS' receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LOOMIS does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LOOMIS will have no liability for any loss in any way related to such fact or circumstance. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM

THE SUBJECT MATTER OR SERVICES OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSPORTATION OR TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR ANY CARGO LOSS (WHICH SHALL BE SUBJECT TO THE MAXIMUM LIABILITY AMOUNT), IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER EXCEED THE SERVICE FEE PAID BY CUSTOMER TO LOOMIS FOR THE SERVICE OUT OF WHICH THE ALLEGED LIABILITY AROSE.

5. **Excess Liability:** The following terms will apply if CUSTOMER did not decline excess liability coverage. If LOOMIS accepts tender of a shipment in excess of the Maximum Liability Amount, CUSTOMER agrees to pay LOOMIS the excess liability fee set forth herein. **CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Maximum Liability Amount.**

6. **Indemnity:** CUSTOMER agrees to indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses arising out of any third party's or government's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody. LOOMIS agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

7. **Claim Procedures:** The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed container in connection with which the Cargo Loss is asserted. If notice of the Cargo Loss is not received by LOOMIS within this forty-five (45) day period, the claim for the Cargo Loss shall be deemed waived and released by the CUSTOMER. It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

b) Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Amount or the Excess Liability Coverage, if not declined by CUSTOMER.

c) CUSTOMER shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars (\$10,000.00) per shipment "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d) Upon the request of LOOMIS, CUSTOMER will furnish a proof of loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure:**

a) The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s), for non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion, determines the same may endanger the safety of CUSTOMER'S property or personnel or LOOMIS' vehicles or employees.

b) It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER's employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that LOOMIS shall not have any liability for losses of any documentation carried by LOOMIS at CUSTOMER's request without compensation.

d) CUSTOMER expressly understands and accepts that ownership (title) to cash transported or stored by LOOMIS shall never transfer to LOOMIS.

e) It is further agreed LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

- (i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (1) by any government or sovereign power (de jure or de facto) or by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government, power authority or forces.
- (ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force whether in time of peace or war.
- (iii) Insurrection, rebellion, revolution, terrorist act, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.
- (iv) Acts of God, strikes, labor disturbances, impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS' reasonable control.

9. **Disputes:** CUSTOMER and LOOMIS agree that except for disputes regarding over-payment or non-payment of fees for services under this Agreement, any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LOOMIS agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in Houston, Texas.

10. **Container Value Limitation:** CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars (\$250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars (\$250,000), such shipment must be broken down into separate shipment containers of two hundred & fifty thousand dollars (\$250,000) or less.

11. **Holiday Service:** LOOMIS agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day, federal banking and any local applicable observed holiday. Charges for service on such days will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

12. **Specials:** Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

13. **Excess Liability Coverage:** LOOMIS reserves the right to refuse tender of any shipment in excess of the Maximum Liability Amount.

14. **Confidentiality:** Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

- (1) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;

15. **Entire Agreement:** This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement; (c) and the terms and conditions including fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k) shall not be deemed to have been drafted by either party; (l) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (m) does not make either party the agent, fiduciary or partner of the other; (n) does not grant either party any authority to bind the other to any legal obligation; (o) does not intend to nor grant any rights to any third party and (p) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

Town of Aurora

By _____
Printed Name _____
Title _____
Date _____

LOOMIS

By _____
Printed Name _____
Title _____
Date _____

J.P.Morgan

Frederick M. Vosburgh
Division Manager
Northeast Municipal Banking

February 18, 2016

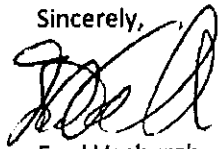
James J. Bach
Town Supervisor
Town of Aurora
300 Glead Avenue
East Aurora, NY 14052

RE: Loomis – Early Termination of Service Agreement

Dear Supervisor Bach:

In the unlikely circumstance that the Town of Aurora needs to terminate the Loomis Service Agreement prior to the one year expiration, JPMorgan Chase will cover any potential early termination fees or charges.

Sincerely,



Fred Vosburgh
Division Manager
Northeast Municipal Banking

GE

TOWN OF AURORA
300 GLEED AVENUE, EAST AURORA, NY 14052

BUILDING DEPARTMENT
(716) 652-7591
FAX (716) 652-3507

MEMO

TO: Supervisor Bach and Town Board
CC: Attorney Bennett
FROM: Patrick Blizniak, Superintendent of Buildings
DATE: February 18, 2016

=====

I met with Robert Barr from Fifty Six Services to determine if asbestos was a concern at 43 Manchester Rd. Mr. Barr indicated the property does have asbestos and the demolition would be categorized as a "Hot" demolition, meaning asbestos control must be followed during demolition. I followed up with four qualified, asbestos certified demolition contractors and the following quotes were submitted.

	Rough Grade	Finish Grade & Seeded
Rico – Regional Envo Demo	\$17,695	\$21,000
Apollo Dismantling Services	\$15,400	\$17,400
Geiter Done of WNY	\$15,350	\$16,350
Hannah Demolition Inc		\$14,000

It is my recommendation that the low bid of \$14,000 by Hannah Demolition Inc be accepted for this demolition.

Patrick Blizniak
Patrick Blizniak
Superintendent of Building



The Town of Aurora is accepting quotes from certified asbestos demolition contractors for the removal of the residence located at 43 Manchester Rd., East Aurora NY 14052. This demolition is to be considered a “hot” demolition and all appropriate measures followed. This demolition consists of the removal of the residence, and all organic materials to be removed off site. The remaining hole is to be filled in with clean fill. Two quotes are requested. One that is rough graded and the second quote is finished grading and reseeded. A copy of your asbestos certification and insurances naming the Town of Aurora as an additional insured will be required prior to demolition. Please feel free to contact me with any questions.

Thank You,

Patrick Blizniak
Superintendent of Building
716 652-7591

RICO

Request for a Price Quote

Please complete this form and return to:

Patrick Blizniak, Supt. of Building
300 Glead Avenue
East Aurora, NY 14052
716-652-7591
716-652-3507 (fax)

Quotation deadline:

1/29 2011 @ _____

Company providing quote: Regard Construction Services
Address: 421 WEST WALK ST W. AURORA
Contact person: STEVE B. BIRDA
Phone No: 716-284-2366

Description of product and or work requested.

The town of Aurora is requesting quotes for the controlled demolition of 43 Manchester Rd East Aurora NY 14052
Asbestos has been identified resulting in the need of a controlled demolition
Please contact me at 716 652-7591 or 863-2617 to view the property aforementioned

Thank You,
Patrick Blizniak

Location:

Total estimate (including labor and materials): \$17,695 Rough Grade
Name of preparer: Steve Birda LANDSCAPER 21,000

Comments: _____

(Attach additional pages if needed.)

Office use only:

Date quote received: _____ Received by: _____

Received via: (circle one) fax USPS email hand-delivered

Pat Blizniak

From: Pat Blizniak
Sent: Thursday, February 04, 2016 9:11 AM
To: 'sam@apollodismantle.com'
Subject: RE: 43 Manchester demo

Hi Sam,
Utility disconnects will be handled by contractor. Public water and septic.
Garage/driveway stay but small koi pond needs also to be filled in next to the garage

Thanks,
Pat
863-2617

From: sam@apollodismantle.com [mailto:sam@apollodismantle.com]
Sent: Friday, January 29, 2016 11:53 AM
To: Pat Blizniak
Subject: RE: 43 Manchester demo

17,400 - Finish
15,400 - Rough

Pat

Who is responsible for water/sewer termination?

Do we remove the driveway and garage?

Thanks

Sam DeFranks
Owner
Cell: 716.462.3277



Apollo Dismantling Services
4511 Hyde Park Blvd
Niagara Falls, New York 14305

HOWARD JIMMIE LLC
Demolition and Land Clearing
607 Nicholson Street
Clearwater, Florida 33755
Tel: 727.443.1448

From: Pat Blizniak [mailto:pblizniak@townofaurora.com]
Sent: Friday, January 29, 2016 11:22 AM

Rec'd via fax
2/3/16 *(initials)*

Request for a Price Quote

Please complete this form and return to:

Patrick Blizniak, Supt. of Building
300 Glead Avenue
East Aurora, NY 14052
716-652-7591
716-652-3507 (fax)

Quotation deadline:

_____, 20__ @ ____ am/pm

Company providing quote: GEITER Done of WNY Inc.
Address: 300 GREENE ST
Contact person: Michael Hower
Phone No: 716-861-2591

Description of product and or work requested:

The town of Aurora is requesting quotes for the controlled demolition of 43 Manchester Rd., East Aurora NY 14052.
Asbestos has been identified resulting in the need of a controlled demolition.
Please contact me at 716 652-7591 or 863-2617 to view the property aforementioned

Thank You,
Patrick Blizniak

Location:

Total estimate (including labor and materials): 16,350.00

Name of preparer: MICHAEL HOWER M/H

Comments: PRICE INCLUDES GRADING & SEEDING

(Attach additional pages if needed.)

Office use only:

Date quote received: _____ Received by: _____

Received via: (circle one) fax USPS email hand-delivered

652-
3507

Request for a Price Quote

Please complete this form and return to:

Patrick Blizniak, Supt. of Building
300 Gleed Avenue
East Aurora, NY 14052
716-652-7591
716-652-3507 (fax)

Quotation deadline:

_____, 20__ @ ____ am/pm

Company providing quote: Hannah Demolition Inc.
Address: 205 Britz Avenue B.H. NY 14016
Contact person: Albert Steele
Phone No: 716-818-7418

Description of product and or work requested:

The town of Aurora is requesting quotes for the controlled demolition of 43 Manchester Rd., East Aurora NY 14052
Asbestos has been identified resulting in the need of a controlled demolition.
Please contact me at 716 652-7591 or 863-2617 to view the property aforementioned

Thank You,
Patrick Blizniak

Location:

Total estimate (including labor and materials): \$14,000.⁰⁰ includes final grading & seeding
Name of preparer: Albert J. Steele

Comments: _____

(Attach additional pages if needed.)

Office use only:

Date quote received: _____ Received by: _____

Received via: (circle one) fax USPS email **hand-delivered**

6F-1

Whereas: The Town of Aurora owns Majors Park, located on Hubbard Rd. and Olean Rd. in the Town of Aurora, NY where three of the parcels (SBL 175.00-2-34, 175.00-2-28, 175.00-2-27.12) comprise 138 acres.

Whereas: The Western New York Land Conservancy will purchase the 57-acre property located at Hubbard Rd. and Center St. (SBL 187.02-1-40) in the Town of Aurora, NY, currently owned by Greg Searl, Robert Searl, and Steven Searl, by October 20, 2016.

Whereas: On this 57-acre property, the Western New York Land Conservancy will create the Mother's Falls Preserve, a publically accessible nature preserve.

Whereas: The Niagara River drains the majority of the Great Lakes Basin which in total contains 84% of the surface freshwater of North America and 21% of the world's fresh surface water, and Buffalo Niagara Riverkeeper's 2014 Niagara River Habitat Conservation Strategy prioritizes protecting headwater forests like the headwater forests at Mother's Falls to maintain water quality and quantity in the Niagara River.

Whereas: The Western New York Land Conservancy is applying for an application for funding through the Great lakes Restoration Initiative Joint Venture Habitat Restoration and Protection program to support the Mother's Falls project.

Whereas: Recipients of grant funding through the Great lakes Restoration Initiative Joint Venture Habitat Restoration and Protection program must attach a Federal interest to real property interests acquired with grant funds or contributed as match.

Whereas: The acreage of land and cash value of the development rights of Majors Park will be contributed as match to the Land Conservancy's application to the Great lakes Restoration Initiative Joint Venture Habitat Restoration and Protection program if the Town attaches a Federal interest to real property interests at Majors Park.

Now, therefore be it resolved: That the Town of Aurora Board will sign a grant sub-recipient agreement if the Mother's Falls Preserve is selected for an award from the Great lakes Restoration Initiative Joint Venture Habitat Restoration and Protection program.

Now, therefore be it also resolved: That the Town of Aurora Board will attach a Federal interest to real property interests at Majors Park in the form of a deed restriction that includes a Notice of Federal Participation upon receipt of funding from the Great lakes Restoration Initiative Joint Venture Habitat Restoration and Protection program for the Mother's Falls Preserve.

6F-2

February 22, 2016

Mitch Hartley
U.S. Fish and Wildlife Service
300 Westgate Center Drive
Hadley, MA 01035

Dear Mr. Hartley,

The Town of Aurora supports the Western New York Land Conservancy's efforts to create the Mother's Falls Preserve. In addition, the Town of Aurora will commit to protecting the nearby Town-owned Majors Park by including a Notice of Federal Participation in the deeds of three of the Majors Park parcels. We approve the use of the acreage of the land and cash value of the deed restriction as match for the Land Conservancy's application for funding through the Great Lakes Restoration Initiative Joint Venture Habitat Restoration and Protection program. The Town will sign a grant sub-recipient agreement if this project is funded through this program.

This project is aligned with the Town of Aurora Open Space Plan that was unanimously adopted by the Town Board in 2010. The plan was developed by evaluating all unprotected properties in the town over 25 acres in size and then ranking the parcels for their conservation values. Majors Park was already established, but the unprotected Mother's Falls was identified as a priority for conservation. This time-sensitive opportunity will allow us to continue the implementation of our carefully researched open space plan by protecting Mother's Falls.

Both the Mother's Falls Preserve property and Majors Park are incredible assets to Aurora and the region. Mother's Falls is home to important wildlife habitat, and with its two waterfalls and its connections to the world famous Roycroft arts and crafts campus, it is an iconic part of our natural and cultural heritage. Majors Park is a recently acquired natural park. Its nature trails and boardwalk allow visitors to explore its marshy wetlands, meadows and forests, and walk along the Cazenovia Creek while having little impact on the park's ecology.

The Town of Aurora has worked successfully with the Land Conservancy in the past. In 2013, after the culmination of several years of fundraising, the Town of Aurora purchased a 60-acre property known as the Mill Road Scenic Overlook and the Land Conservancy placed a conservation easement on it, protecting it in perpetuity. The Mill Road Scenic Overlook has important habitat including open meadows with grassland breeding birds, a sedge meadow, vernal pools, and mature hemlock and northern hardwood forests.

Like the Mill Road Scenic Overlook, we will be glad to see both the Mother's Falls property and Majors Park protected in perpetuity, for its benefits to wildlife, the residents of our community, and for the generations to come. Please support the Land Conservancy's application for funding.

Sincerely,

James J. Bach
Supervisor

6F-3

EXHIBIT <insert letter>
Notice of Federal Participation

The Western New York Land Conservancy, and its successors and assigns (“Conservancy”) and the Town of Aurora acknowledge that the property described in Deed Book ___, Page ___, at _____ Recorder of Deeds Offices in Erie County, New York (hereinafter Property) is pledged as non-Federal match for funds received from the Great Lakes Restoration Initiative, Joint Venture Habitat Restoration and Protection administered by the U.S. Fish and Wildlife Service, Division of Migratory Birds, Joint Venture and Division of Wildlife and Sport Fish Restoration and, its successors and assigns (hereinafter SERVICE) and that the property described is subject to all the terms and conditions of Grant Number <insert grant #> (hereinafter Grant) between the Service and the Conservancy. The Conservancy acknowledges that it is the recipient of Federal funds for this Grant award. The Town of and owner of the Property, acknowledges that it is a subrecipient for this Grant award. A copy of the Grant is kept on file at the offices of the Service, 300 Westgate Center Drive, Hadley, Massachusetts 01035-9589 and at the offices of the Conservancy, P. O. Box 471, East Aurora, NY 14052. The Conservancy as grant recipient, and the Town of Aurora as subrecipient and owner, acknowledge that the Property, which is pledged as match will be used for the approved grant purpose of long-term protection, habitat restoration and/or enhancement of native Great Lakes fish and wildlife populations with particular focus on migratory birds. The Conservancy further acknowledges that the Town of Aurora will administer the Property for the long-term protection of Great Lakes aquatic and terrestrial habitats, including the physical, chemical, and biological processes and ecosystem functions needed to maintain or improve the conditions of native fish and wildlife.

The Town of Aurora, acknowledges that it will continue to own the Property and is responsible for exercising sufficient control over the Property to ensure that the Property is used, and will continue to be used, for the approved purposes above and that the Property may not be conveyed or encumbered, in whole or in part, to any other party or for any other use, whatsoever, without the written consent of the Regional Director, Region 5 of the Service.

If the Town of Aurora allows a use of the Property that interferes with its authorized purposed under the grant, The Town of Aurora must fully restore the Property to its authorized purpose. If the Town of Aurora cannot fully restore the Property to its authorized purpose, the Property must be replaced, within three years, with a like property of equal value at current market prices and equal benefits.

If the Conservancy and Town of Aurora determine that the Property is no longer needed

or useful for its original purpose and the Service concurs, the Town of Aurora may, with the prior consent of the Service: either (1) acquire title to another parcel of real property of equal value that serves the same approved purpose as the original Property and to manage the newly acquired real property for the same purposes specified in the original Grant, or (2) repay the Service, in cash, the proportionate federal share of funds invested in the original purchase price, or to repay the Service, in cash, the proportionate federal share of the current fair market value of the Property, or any portion thereof, whichever is higher, or (3) as a last resort, transfer the Property to the Service or to a third-party designated or approved by the Service.

The Conservancy as and the Town of Aurora, hereby each confirm their obligations and responsibilities with regards to the Property pursuant to terms and conditions associated with Grant <insert grant #>.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year above written.

Western New York Land Conservancy
Lawrence Brooks, Board President

By: _____(SEAL)
<insert signatory name>

ADD NOTARY SIGNATURE

Town of Aurora
James Bach, Supervisor

By: _____(SEAL)
<insert signatory name>

ADD NOTARY SIGNATURE

7A

**TOWN OF AURORA SENIOR CENTER
DIRECTOR'S REPORT
MONTH OF January 2016**

The mission of the Town of Aurora Senior Center is to help older adults remain healthy and active through participation in recreational pursuits and to provide leadership and advocacy to ensure the availability of leisure and recreational opportunities for seniors.

ADMINISTRATIVE:

I attended our quarterly director's meeting at the Cheektowaga Senior Center. Joe McMahon from County Executive Poloncarz's office and Commissioner Randy Hoak attended to update us on our countywide picnic. We also discussed partnering for other activities like a day at the ballpark. Joe also listened to our other concerns about meals and more. The county is sponsoring a "town hall" meeting at the Cheektowaga Center on Feb. 26th. They are also looking for nominations for senior of the year.

REVENUE & EXPENDITURES: See Supervisor's Report

PROGRAMS:

Title: WORKOUT ROOM
Day & time: M-F 8:00am- 4:00pm
Participants: Approximately 45 per day
Title: LINE DANCING
Day & time: Mondays, 9:00 – 10:00 (beginners) 10:15 – 1:15 (advanced)
Participants: 58 people
Supervisors: Nance Baranowski & Gloria Luderman
Title: STITCH & BITCH
Day & time: Mondays, 9:00 – 11:30am
Participants: 8 people
Title: SWEDISH WEAVING
Day & time: Mondays, 9:00 – 10:00am
Participants: 6 people
Supervisor: Rita Lefort
Title: SENIOR NOTES
Day & time: Mondays, 12:45 – 2:30pm
Participants: 23 people
Supervisor: Lee Lambert
Title: EUCHRE
Day & time: Mondays, 1:00 – 4:00pm
Participants: 24 people
Title: PINOCHLE
Day & Time: Fridays, 1:00 – 4:00pm
Participants: 20 people
Title: CERAMICS
Day & time: Tuesdays, 10:00am – 4:00pm
Participants: 35 people
Supervisor: Elaine Schiltz
Title: EXERCISE CLASS
Day & time: Tuesdays & Wednesdays 8:30 – 9:30am
Participants: 12 people
Title: TAI CHI
Day & time: Tuesdays & Thursdays 3:00 beginners 3:30veterans
Supervisor: Peter Miller & Judy Augustyniak
Participants: 25 people
Title: YOGA
Day & time: Wednesdays, 9:45 – 11:00am
Supervisor: Irene Kulbacki
Participants: 22 people
Title: BOWLING
Day & time: Wednesdays, 1:00pm
Supervisor: Richard Latt
Participants: 48 people
Title: PAINTING
Day & time: Wednesdays, 1:00 – 3:30pm
Supervisor: Ellen Canfield
Participants: 8-10 people
Title: BRIDGE
Day & time: Wednesdays, 9:30am – 2:00pm
Supervisor: Dave Lorcom
Participants: 40 people
Title: Healthy Cooking Class
Day & time: 4th Wednesday of the month
Supervisor: Barb Dadey
Participants: 10-12 per session
Title: SENIOR CLUB
Day & time: Thursdays, 10:00am – 3:00pm
President: Jacqueline Patton
Title: PACE (people with arthritis can exercise)
Day & time: Fridays, 9:00 – 10:00am
Supervisor: Donna Bodekor
Participants: 12 people

Title: QUILTS & MORE
 Day & time: Fridays, 9:30 – 11:30am
 Supervisor: Vi Cornwell
 Participants: 12 people
 Title: WOOD CARVING
 Day & time: Fridays, 1:00 – 4:00pm
 Supervisor: Pat Shaner
 Participants: 23 people
 Title: 55 ALIVE – Defensive driving classes
 Day & time: 1st Monday & Wednesday of the month – March 2016
 Supervisor: AARP trained teachers
 Participants: 34 people max.
 Title: WALK IN THE WOODS or in the Village
 Day & time: Spring 2016
 Supervisor: John Sly
 Participants: 18
 Title: GENEALOGY ON THE WEB
 Day & time: Mondays, 9:00-11:00am 1
 Supervisor: John Sly
 Participants: 7 people
 Title: SCRABBLE
 Day & time: Wednesdays 9:30-11:00am
 Supervisor: Dianne Bender
 Participants: 8+ people
 Title: FIBER ARTS
 Day & time: Tuesdays 1st & 3rd
 Participants: 12 people
 Title: MAHJONG
 Day & time: Mondays 2:00pm
 Supervisor: Lou Plotkin
 Participants: 12
 Title: MEXICAN DOMINOS
 Day & time: Thursdays 9:30 am
 Supervisor: Laurie Smith
 Participants: 8+
 Title: BOOK CLUB
 Day & time: 2nd Wednesday of the month
 Supervisor: Barb Dadey
 Participants: 8-10

FUTURE TRIPS

Feb. 15 – Seneca Niagara Casino
 Feb. 26 – John Denver Concert at Kleinhans

EVENTS & OTHER ACTIVITIES

NUTRITIONAL LUNCH PROGRAM

Lunches are offered daily at a donation of \$3.00. Our weekly count for the program averaged 193 lunches per week. Lunch totals for the month of January 2016.

Week of Jan. 4	187	Week of Jan.11	226
Week of Jan. 18	160	Week of Jan. 25	201

Submitted by: Donna Bodekor

MONTHLY REPORT FOR TOWN BOARD, TOWN OF AURORA FOR **January 2016**

7B

Permit Summary Audit Report By Permit Number for

1/1/16 - 1/31/16

<i>Appl.</i>	<i>Value</i>	<i>Fee Type</i>	<i>Description</i>	<i>Issued</i>	<i>Value</i>
1	1,600	\$50.00 0161	ALTERATION& REPAIR RESIDENTIAL	1	1,600
1	3,000	\$65.00 0162	REPAIR RESIDENTIAL	1	3,000
1	4,056	\$62.00 0200	AMUSEMENT, SOCIAL & RECREATIONAL	1	4,056
1	0	\$25.00 0493	TEMPORARY SIGN	1	0
4	21,350	\$160.00 0501	GENERATOR	4	21,350
8	30,006	\$362.00		8	30,006

Current Total Value to January 31, 2016

\$30,006

ZONING BOARD OF APPEALS:

Applications:
1863 Davis Rd

Actions:
1863 Davis Rd

Adjourned:

NOTICES SENT:

1/12	Immanuel Lutheran Ch, 43 Pine	Fire viol
	Wallenwein's, 641 Oakwood	Fire viol
1/19	Broughton, 771 Center	TV at curb notice
	Dellaneve, 1822 Davis	Construction w/o permit
1/22	Tolomeo, 1858 Sweet	Expired permit

FIRE/INTRUSION: 7