

GA

## AMENDMENT TO AGREEMENT

This Amendment to the Agreement between **Waste Management of New York, LLC** ("WMNY") and the **Town of Aurora** (collectively, the "Parties"; or individually, "Party") is made and entered into this \_\_\_ day of May, 2017.

**WHEREAS**, on November 25, 2009, the Parties entered into an Agreement for the collection and disposal of solid waste and recyclables from residents and commercial establishments in the Town of Aurora; and

**WHEREAS**, the Agreement requires the collection of recyclables in a vehicle separate from the solid waste compaction trucks, and on the same day as solid waste collection; and

**WHEREAS**, WMNY and the Town have established a schedule for the collection of solid waste and recyclables; and

**WHEREAS**, WMNY has purchased collection vehicles known as 60/40 split body trucks which are capable of picking up both solid waste and recyclables, without commingling the two streams; and

**WHEREAS**, employing split body trucks will benefit the Town and its residents, and WMNY by making collection operations more efficient;

**NOW, THEREFORE**, the Parties agree as follows:

1. All terms contained in the Agreement shall remain in full force and effect, except as specifically modified herein.
2. Section 3.1.10 of the Bidding Documents is hereby amended to allow WMNY to employ split body trucks to provide the services required under the Agreement.
3. Any changes in the scheduled collection routes within the Town shall be implemented only on advance written notice from WMNY to the Town, and on agreement of the Town to the proposed changes.
4. WMNY shall provide Public Notice, as required in Section 3.1.19 of the Bidding Documents, of any agreed-on changes in the scheduled collection routes within the Town.
5. This Amendment may be executed in one or more counterparts and by facsimile signatures, each of which shall be deemed an original agreement, but all of which together constitute one and the same instrument.
6. This Amendment shall be effective upon the signature of all Parties.

**IN WITNESS HEREOF**, the Parties hereto are authorized and have executed this Amendment.

**Town of Aurora**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Waste Management of New York, LLC**

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## AMENDMENT TO AGREEMENT

This Amendment to the Agreement between **Waste Management of New York, LLC** ("WMNY") and the **Town of Aurora** (collectively, the "Parties", or individually, "Party") is made and entered into this \_\_\_ day of May, 2017.

### Proposed Amendment

- Go from eight routes to seven routes
- One route will run in the Town Monday through Thursday
- The second route will run in the Town Monday, Wednesday and Thursday.
- Move approximately 381 residents would have a day change.
- Waste Management will pay for a notification by mail to the residents that would be affected
- The Town and Waste Management will post on the web sites the streets that will be affected.

### Listing of streets that would be affected:

#### Moving from Tuesday to Monday:

Grover Rd. (From Mill Rd. to Olden Rd.)  
Mill Rd. (From Blakey Rd. to Davis Rd.)  
Olden Rd.  
West Falls Rd.

#### Moving from Tuesday to Wednesday:

Boises Rd.  
Emery Rd. (From Boises Rd. to Center St.)  
Falls Rd.  
Grover Rd. (From Olden Rd. to Falls Rd.)  
Grover Rd. (From Falls Rd. to Olden Rd.)  
Reading Road  
Schopper Road

**IN WITNESS, HEREOF, the Parties hereto are authorized and have executed this Amendment.**

**Town of Aurora**

\_\_\_\_\_ By: \_\_\_\_\_  
Date Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Waste Management of New York, LLC**

\_\_\_\_\_ By: \_\_\_\_\_  
Date Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Town of Aurora**  
**Department of Parks & Recreation**

300 Gleed Avenue  
East Aurora, New York 14052

6B

52-8866

52-5646

bra.com

rec.com

To: Town Board  
From: Chris Musshafen  
Date: 5/17/17  
Re: Additional Seasonal Staff

Approval is requested to hire additional employees as presented for the summer. Their pay rates are based on the approved 2017 pay rate chart.

<u>Community Pool</u>	<u>Address</u>	<u>Position</u>	<u>Year</u>	<u>Old Rate</u>	<u>New Rate</u>
Morgan Adams *	1500 Porterville Rd	WSI/Lifeguard	1 <sup>st</sup>	N/A	\$10.10
Harry Hoffman	51 Elmwood	Lifeguard	2 <sup>nd</sup>	\$10.00	\$10.05

Morgan is a non-resident that has experience in teaching swim lessons. We are currently in need of instructors for our first session.

TOWN OF AURORA DEPARTMENT OF PARKS & RECREATION

**2017 PERSONNEL RECOMMENDATIONS - DAYCAMP/SPORTS/SPECIAL PROGRAMS**

RECREATION ATTENDANTS	ADDRESS	TITLE	# Years	2016	2017
Gretchen Riemer	326 Grover Rd, EA	Tennis Instructor	1 <sup>st</sup>	New	\$9.70
Emmalee Lowe	177 Stoneridge Ct, EA	Tennis Instructor	1 <sup>st</sup>	New	\$9.70
Frank Nigro	104 Maple Rd, EA	Day camp Sub	6 <sup>th</sup> / 3 <sup>rd</sup>	\$9.20	\$9.90
Oliver Biggs	780 Warren Drive	Day Camp Supervisor	1 <sup>st</sup>	New	\$9.80

Application # \_\_\_\_\_

\$400 one check  
to write  
May 8th mfg  
here by Mike & Lynn

	Fee	Paid
Application Fee	\$25.	<input checked="" type="checkbox"/>
Permit Fee	\$15.	<input checked="" type="checkbox"/>
Security Deposit	\$200.	<input checked="" type="checkbox"/>
Per Day Event Fee	\$200.	<input type="checkbox"/>

60

## Application For Temporary Use Permit

**Neil and Barb Chur Equestrian Park, Soccer Field and/or Polo Field  
At Knox Farm State Park**

Submit applications to:  
Town of Aurora Parks and Recreation  
300 Gleed Ave  
East Aurora, NY 14052  
Telephone (716) 652-8866 Fax: (716) 652-5646

**ALL REQUESTS MUST BE MADE NO LESS THAN 60 DAYS IN ADVANCE OF EVENT/USE.**

- Name of Organization: up and over dog sports
- Individual Responsible for this request: Mike Wolff + Lynn Broderick
- Address: 1816 Olean Rd  
South Wales NY 14139
- Telephone number: 716-655-0862
- Fax: 716-655-0862
- Email Address: Upandoverdogsports @ roadrunner.com
- Date(s) of event aug 3-6 2017
- Hours of use including set up/take down: Start 3 am/pm End 7 am/pm

1. Description of the event or use:

Dog agility Trial

2. Specific area(s) requested, map attached

- Soccer  
 Polo Field  
 Equestrian Park  
 Other: \_\_\_\_\_

11. Specific equipment to be brought in to park (porta johns, tents, etc.) Porta Johns  
TENTS, agility equipment, Snow Fence tied to split Rail Fence

12. Need: Water  Electric

13. Estimated attendance: 60 people each day



14. Will food or drinks be served? Yes If yes, describe: Free water + Snacks For workers/Volunteers + Food vendor to provide Breakfast + Lunch sales

15. Will there be sound amplification or music or a band(s)? NO If yes, describe:

16. Other services requested (describe): RV camping overnight (No Hookups)

\_\_\_\_\_ NYS Park Police\*  
\*applicant is responsible for contacting East Aurora Police Department if race involves Village/Town streets

\_\_\_\_\_ Parks and Recreation Department Picnic Tables + Garbage cans 4-5 each

17. Do you intend to use the main part of Knox Farm State Park between Buffalo Rd, Willardshire Rd., and Knox Rd.? NO If yes, you must request a permit from NYS Parks and Recreation. Contact their office at 716-549-1802.

(Provide drawings describing location, size and text of all proposed signs for this event to the Town of Aurora Building Department, 300 Gleed Ave. Approved signs may be erected 30 days prior to the event and must be removed immediately after same.)

I make this application and agree to abide by the **Guidelines for Use of Barb and Neil Chur Equestrian Park, Soccer Fields and/or Polo Field**

[Signature]  
Signature of Applicant

4/25/17  
Date

Official Use Only Below this Line-----

Event: \_\_\_\_\_

Attachments submitted:

- Indemnification Agreement
- Certificate of Insurance
- Map with area(s) requested to be used indicated

\_\_\_\_\_ Copy of application for sign permit, if applicable. (Upon application approval, copy of approved sign permit must be filed with the Town Clerk NO LATER THAN 5 days prior to scheduled event.)

\_\_\_\_\_ Copy of this application to NYS Parks and Recreation c/o Evangola State Park

Application  **Recommended** or  **Not recommended**  
by Department of Parks and Recreation

**Action by Town Board:**

The Town Board, upon review of the application request # \_\_\_\_\_ submitted by \_\_\_\_\_ (organization or individual) took the following action, with or without conditions (as applicable) and noted below:

Approved: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervisor Signature

Denied: \_\_\_\_\_ Date: \_\_\_\_\_  
Supervisor Signature

**Conditions:**

- \_\_\_\_\_ Arsenal approval
- \_\_\_\_\_ Police Department approval
- \_\_\_\_\_ Highway approval
- \_\_\_\_\_ Building Department approval

\_\_\_\_\_ Requesting organization shall attach a completed **Certificate of Insurance** with Minimum Limits to include public liability coverage with limits of \$1,000,000 each occurrence; property damage insurance with limits of \$1,000,000 each occurrence. Policy shall be endorsed to include the Town of Aurora as an additional named insured.

\_\_\_\_\_ Requesting organization shall submit an **Indemnification Agreement** signed by authorized applicant or officer of company and duly notarized.

\_\_\_\_\_ Other

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SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[supervisor@townofaurora.com](mailto:supervisor@townofaurora.com)



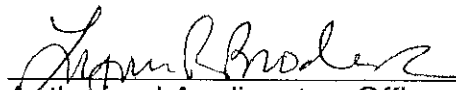
TOWN CLERK  
MARTHA L. LIBROC  
(716) 652-328  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
300 Glead Ave., East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

### Indemnification Agreement


#### Neil and Barb Chur Equestrian Park, Soccer Field and/or Polo Field

To the fullest extent permitted by law, I/We shall indemnify and hold harmless the Town of Aurora and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of our work under this contract, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting there from but only to the extent caused in whole or in part by negligent acts or omissions of our organization, anyone directly or indirectly employed by us or for anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to otherwise exist as to a party or person described in this paragraph.

  
\_\_\_\_\_  
Authorized Applicant or Officer

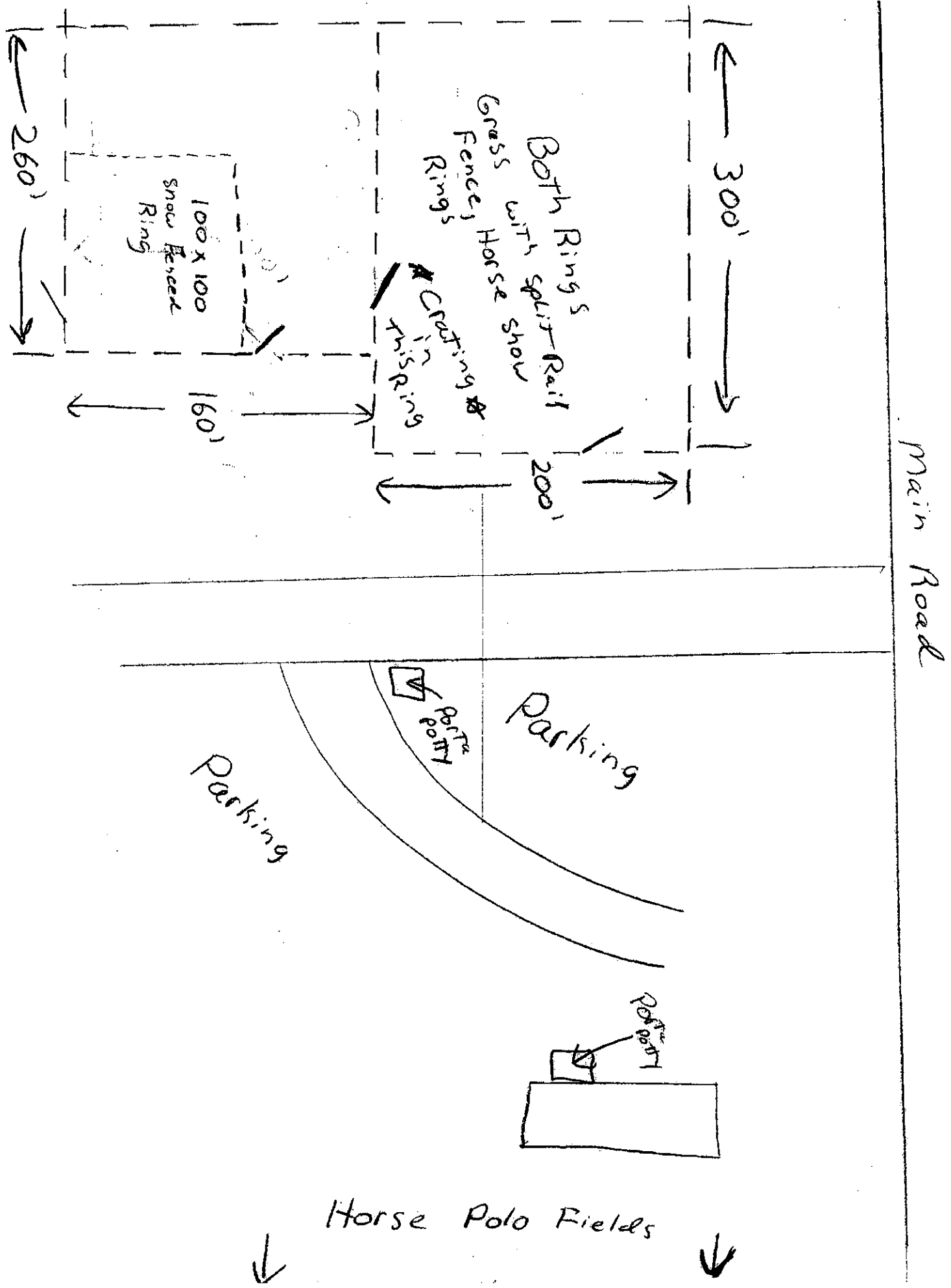
State of New York )  
County of Erie )

Subscribed and sworn to before me this 26<sup>th</sup> day of April, 2017

  
\_\_\_\_\_  
Notary Public









**SHERYL A. MILLER**  
Reg. #01MI6128663  
Notary Public, State of New York  
Qualified in Erie County  
Commission Expires June 13, 2017

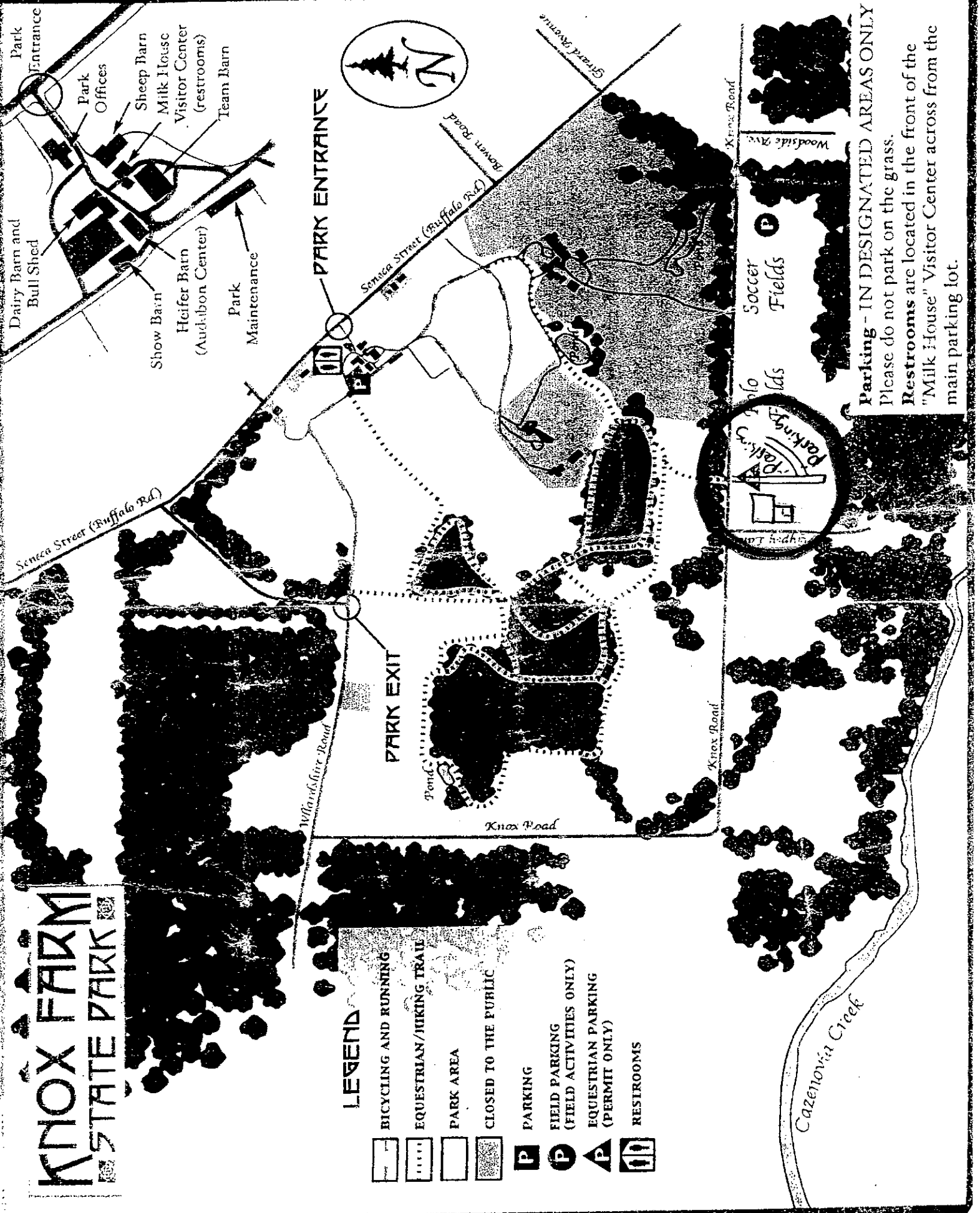
Qualified in Erie County, New York  
My commission expires: June 13, 2017



# KNOX FARM STATE PARK

## LEGEND

-  BICYCLING AND RUNNING
-  EQUESTRIAN/JUOKING TRAIL
-  PARK AREA
-  CLOSED TO THE PUBLIC
-  PARKING
-  FIELD PARKING (FIELD ACTIVITIES ONLY)
-  EQUESTRIAN PARKING (PERMIT ONLY)
-  RESTROOMS



**Parking - IN DESIGNATED AREAS ONLY**  
 Please do not park on the grass.  
**Restrooms** are located in the front of the "Milk House" Visitor Center across from the main parking lot.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER <b>MOURER-FOSTER, INC.</b> 615 N. CAPITOL AVE. LANSING, MI 48933 DENNIS A. STOWERS		CONTACT NAME: <b>DENNIS A. STOWERS</b> PHONE (A/C, No., Ext): <b>517-371-2300</b> FAX (A/C, No): E-MAIL: ADDRESS:	
INSURED <b>Up and Over Dog Sports</b> <b>Mike Wolff</b> <b>1816 Olean Road</b> <b>South Wales, NY 14139</b>		INSURER(S) AFFORDING COVERAGE <b>INSURER A: Hartford Fire Insurance</b> NAIC # <b>19682</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

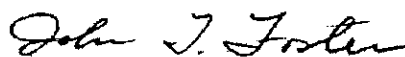
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROF LIAB GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		81SBMPQ0319	04/24/2017	04/24/2018	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			81SBMPQ0319	04/24/2017	04/24/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE	
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of New York and the Office of Parks, Recreation and Historic Preservation; The People of the State of New York: New York State executive Department; Office of Parks, Recreation, and Historic Preservation-Region #1, their Officers, Agents, or Employees Albany New York" are additional insured with respects to Liability.

## CERTIFICATE HOLDER

## CANCELLATION

KNOXFAR  Knox Farm State Park 437 Buffalo Road East Aurora, NY 14052	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/05/2017

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PRODUCER <b>MOURER-FOSTER, INC.</b> 615 N. CAPITOL AVE. LANSING, MI 48933 DENNIS A. STOWERS		CONTACT NAME: <b>DENNIS A. STOWERS</b>	
		PHONE (A/C, No, Ext): <b>517-371-2300</b>	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: <b>Hartford Fire Insurance</b>	NAIC #: <b>19682</b>
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED **Up and Over Dog Sports**  
**Mike Wolff**  
**1816 Olean Road**  
**South Wales, NY 14139**

**COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  <input checked="" type="checkbox"/> <b>PROF LIAB</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		81SBMPQ0319	04/24/2017	04/24/2018	EACH OCCURRENCE \$ <b>2,000,000</b>
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							GENERAL AGGREGATE \$ <b>4,000,000</b>
							PRODUCTS - COMP/OP AGG \$ <b>4,000,000</b>
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			81SBMPQ0319	04/24/2017	04/24/2018	COMBINED SINGLE LIMIT (Ea accident) \$ <b>2,000,000</b>
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Town of Aurora is listed as additional insured with respects to Liability  
 Event Date: August 3-6, 2017  
 Location: Neil and Barbara Chur Equestrian Park

<b>CERTIFICATE HOLDER</b>  <b>AURORAT</b>  Town of Aurora 300 Glead Ave East Aurora, NY 14052		<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	
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SUPERVISOR  
JAMES J. BACH  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



GD

TOWN CLERK  
LIBROCK  
(716) 652-3280  
[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

## MEMO

---

TO: Town Board

FROM: Kathleen Moffat

RE: Budget Amendment: Highway Superintendent Medical Insurance Reimbursement

DATE: 05/09/17

I respectfully request approval to amend the budget to properly record the biweekly payments the Highway Superintendent is to receive, effective May 1, due to cancellation of his medical insurance coverage through the Town. The amendment is as follows:

- Add expenditure line A 5010.109 Highway Administration-Medical Insurance Reimbursement
- Transfer \$1,275.00 from A 9060.8 Hospital & Medical Insurance to A 5010.109 (\$75 x 17 pay periods)



SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



GE

RK  
lock  
280  
com

tc

**TOWN OF AURORA**  
**Southside Municipal Center**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)

**TO: Town Board**  
**FROM: Richard Dean**  
**DATE: March 6, 2017**  
**SUBJECT: Maple Crossing –Request to Renew Tax Exemption Agreement**

Letter sent to James Bach, from David Lawson (Belmont Management Co.)  
requesting an extention of the Tax Exemption Agreement on the Maple Crossing  
Apartments.

(original agreement attached) SEE PAGE 5 re renewal terms.

F. The treasurer of the Town [hereinafter referred to as "Supervising Agent"], and the Aurora Town Planning Board have duly approved the Project and have issued a Certificate of Approval for the Project.

G. The plans of the Project, a proposed form of this Agreement and the Certificate of Approval have been submitted by the Redeveloper to the Town Board for its approval, and such approval has been duly granted.

H. The Redeveloper is willing to provide low income housing for the elderly and to enter into this tax exemption agreement with the Town provided the Redeveloper does not lose its ability to sell the project in accordance with applicable HTFC and RD regulations and/or dissolve the Redeveloper pursuant to New York Partnership Law without providing that the remaining surplus be paid into the general funds of the Town.

I. The Town is willing to allow the Redeveloper to sell the Project in accordance with applicable HTFC and RD regulations and/or dissolve the Redeveloper pursuant to New York Partnership Law without providing that the remaining surplus be paid into the general funds of the Town.

J. The Town, by resolution adopted on the 24th day of September, 2001 by the Town Board of the Town of Aurora, has approved and authorized the execution of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements hereinafter contained, the parties hereto do hereby agree as follows:

Section 1. Exemption From Town, County and School Tax

The Town, as the assessing authority on behalf of the Town of Aurora, the County of Erie and the East Aurora Union Free School District, hereby grants to the Redeveloper a partial exemption from all town, county and school taxes, other than assessments for local improvements, of 50% of the value of the Property, together with the improvements to be constructed thereon, which represent an increase over the assessed valuation of the Property, both land and improvements, at the time of the conveyance of the Property to Redeveloper, as such assessment has been established by the assessor of the Town of Aurora, to wit: \$ \_\_\_\_\_. The parties hereto understand and agree that the Redevelopment shall not be entitled to such tax exemption on the tax rolls of the Town until the first tax year of such taxing entities following the first status date of such taxing entities occurring subsequent to the date upon which the Redeveloper becomes the owner of record of the Property. The Redeveloper will be required to pay all taxes and assessments lawfully levied and/or assessed against the Property, including taxes and assessments levied for the current tax year and all subsequent tax years, until the Property shall be entitled to exempt status on the tax rolls of the respective taxing entities. The Redeveloper agrees to pay such lawfully levied and/or assessed taxes and assessments.

such sale of the Project, and hereby consent that such dissolution or termination need not be in accordance with Subdivisions 1 and 2 of Section 123 of Article V.

#### Section 8. Termination of Tax Exemptions

Notwithstanding anything hereinabove or hereinafter contained to the contrary, the tax exemptions herein granted by the Town shall, upon the election of said party, terminate and be of no further force or effect upon the occurrence of any one or more of the following specified events:

- (a) the failure of the Redeveloper to diligently take all steps necessary to acquire title to the Property and commence construction of the Project at the earliest possible date;
- (b) the failure of the Redeveloper to diligently and consistently undertake the construction of the Project once commenced, and to pursue the Project to completion with all due speed;
- (c) the failure of the Redeveloper to acquire title to the Property on or before December 1, 2002;
- (d) the failure of the Redeveloper to make timely payment of the sums due and payable for three successive years;
- (e) the intentional and knowing failure of the Redeveloper to operate the Project in compliance with all applicable rules and regulations of Article V of the Private Housing Finance Law of the State of New York, HTFC and RD (including, without limitation, the regulations pertaining to the amount of rent chargeable to tenants residing in the Project);
- (f) the failure of the Redeveloper to acquire, rehabilitate, develop, maintain and operate the Property in conformance with the plans submitted by the Redeveloper to the Aurora Town Planning Board and in conformance with the permits and approvals which were granted to the Redeveloper in connection therewith.

#### Section 9. Appointment of Town as Agent

The Town, acting on its own behalf and as taxing authority for the County of Erie and the East Aurora Union Free School District, hereby appoints itself as the agent for the Town, County and School District for the purpose of enforcing the rights of the Town, County and School District under this Agreement. Such appointment is coupled with an interest and is irrevocable absent the execution and delivery by each of the taxing entities of a writing revoking such agency appointment. Each party to this Agreement agrees that any action to enforce the terms of this Agreement may be commenced, maintained and prosecuted by the Town for itself and/or as agent

deemed sufficiently given when sent to the applicable address stated below by registered or certified mail, return receipt requested, or by such other method as shall provide the sender with documentary evidence of such delivery. The address to which notices, certificates or other communications hereinunder shall be delivered are as follows:

To the Redeveloper: Maple Road Aurora Limited Partnership c/o Belmont Development Corp. , 215 Broadway, Buffalo, NY 14204

To the Town: Town of Aurora, 5 South Grove St., East Aurora, NY 14052, Attention: Town Supervisor

Any person entitled to notice may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates and other communications shall be sent.

#### Section 14. Severability

If any article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion of this Tax Exemption Agreement shall for any reason be held or adjudged invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, subdivision, paragraph, sentence, clause, phrase, provision or portion so adjudged invalid, illegal or unenforceable shall be deemed separate, distinct and independent, and the remainder of this Tax Exemption Agreement shall be and remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such holding or adjudication.

#### Section 15. Counterparts

This Tax Exemption Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

#### Section 16. Venue and Attorneys' Fees

Any litigation relating hereto shall take place in the State of New York, Supreme Court, County of Erie. In any action or proceeding brought to enforce the terms or provisions of this Agreement, the successful or prevailing party shall, in addition to all other relief afforded to it at law, in equity or under the terms of this Agreement, be entitled to recover its reasonable attorneys' fees and litigation expenses.

#### Section 17. Governing Law

This Agreement shall be construed in accordance with the laws of the State of New York.

STATE OF NEW YORK        )  
  )ss.:  
COUNTY OF ERIE         )

On this 26<sup>th</sup> day of September, 2001, before me personally came Thomas E. Cotton, to me personally known, who, being by me duly sworn, did depose and say that he resides in E. Aurora, New York, that he is Supervisor of the Town of Aurora, the municipal corporation described in, and which executed, the within Instrument; that he knows the seal of said municipal corporation; that the seal affixed to said Instrument is such corporate seal; that it was so affixed by order of the Town Board of said municipal corporation or pursuant to authority granted thereby; and that he signed his name thereto by like order.

Martha L. Librock  
NOTARY PUBLIC

MARTHA L. LIBROCK  
NOTARY PUBLIC, STATE OF NEW YORK  
QUALIFIED IN ERIE COUNTY  
MY COMMISSION EXPIRES MAY 31, 2002

STATE OF NEW YORK        )  
  )ss.:  
COUNTY OF ERIE         )

On this 25<sup>th</sup> day of Sept, 2001, before me personally came Bruce C. Baird, to me personally known, who, being by me duly sworn, did depose and say that he resides in Buffalo, New York, that he is President of Belmont Development Corp., a general partner of Maple Road Aurora Limited Partnership, a New York limited partnership and that he has authority to sign the same, and acknowledged that he executed the same as the act and deed of said limited partnership.

Kathleen A. Nowicki  
NOTARY PUBLIC

KATHLEEN A. NOWICKI  
Notary Public State of New York  
Qualified in Erie County  
My Commission Expires November 22, 2003

As per the original Tax Exemption Agreement, the Town, as the assessing authority on behalf of the Town of Aurora, the County of Erie and the East Aurora Union Free School District, granted the Maple Road Aurora Limited Partnership a partial exemption from all town, county and school taxes, other than assessments for local improvements, of 50% of the value of the Property, beginning twelve months after the issuance of the Certificate of Occupancy.

Since the original PILOT expires during 2017, as the Managing Agent, Belmont Management Company would like to propose an extension to the PILOT agreement to cover the next fifteen years. We ask that the Town of East Aurora extend the same terms (50% exemption from County, Town and School taxes pursuant to Section 125, Article V, of the Private Housing Finance Law of the state of New York) over the next fifteen years, as the total yearly property taxes paid are similar to what we pay in other communities. All other sections of the original agreement would continue in force, as they were originally written.

Sincerely,

A handwritten signature in black ink that reads "David Lawson". The signature is written in a cursive style with a large initial "D".

David Lawson

Belmont Management Co., Inc.  
215 Broadway, Buffalo, NY 14204  
Phone: 716-854-1251  
Fax: 716-854-2981  
Web: [www.belmontmgmt.com](http://www.belmontmgmt.com)

# NYS Real Property Tax § 420 -Nonprofit Organizations –Mandatory Class

Page 2 of 4

premises or some part thereof.

4. Such real property shall be so exempt although it is used as a polling place upon days of registration and election.

5. Such real property owned and actually used for hospital purposes by a free public hospital which depends for maintenance and support upon voluntary charity, shall be so exempt from taxation although a portion thereof is leased or otherwise used for the purposes of income, if such income is necessary for and is actually applied to the maintenance and support of such hospital.

6. Such real property outside a city owned by a free public library or held in trust by an educational corporation for free library purposes shall be so exempt from taxation although a portion thereof is leased or otherwise used for purposes of income, if such income is necessary for and is actually applied to the maintenance and support of such library.

7. Real property which was, on the first day of January, nineteen hundred eighty-three owned for more than one hundred years by a corporation organized exclusively for purposes specified in subdivision one of this section under a grant or devise and a special charter granted by the legislature of the state of New York subject to conditions which raise doubt as to the power of such corporation to convey fee title to the property shall, if the property is used exclusively for educational purposes by an educational corporation which owns real property exempt from taxation, or whose real property if it owned any would be exempt from taxation, as lessee for a term of not less than twenty-five years and if such lease were in effect on the first day of January, nineteen hundred eighty-three and requires the lessee to pay all taxes levied against the property, be exempt from taxation to the same extent and subject to the same conditions and exceptions as property owned and used for educational purposes by a corporation organized exclusively for educational purposes, regardless of whether the moneys paid to the lessor by the lessee are limited to the amount of the carrying, maintenance and depreciation charges of the property.

8. Real property exempt from taxation pursuant to this section shall also be exempt from special ad valorem levies and special assessments to the extent provided in section four hundred ninety of this chapter.

9. In addition to the exemption provided in this section, any stadium facility owned by a corporation organized exclusively for educational purposes which is constructed in whole or in substantial part with state funds shall be exempt from taxation notwithstanding its use by the state, by a municipal corporation for a public use, or by or for not-for-profit organizations.

10. Real property, which on the first day of January, nineteen hundred ninety was exempt from real property taxation pursuant to this section by reason of the ownership and use of such property by a corporation organized exclusively for educational purposes, and which the fee title to such property is conveyed prior to June thirtieth, nineteen hundred ninety-one to a governmental entity, shall be exempt from taxation; provided that (a) as a condition of such conveyance such property is leased, for a term or terms exceeding one hundred years, to an educational corporation whose real property, when used for educational

## NYS Real Property Tax § 420 -Nonprofit Organizations --Mandatory Class

Page 4 of 4

the fee title to which was acquired in 1997 or 1998 in order to establish a museum and center for children by a not-for-profit corporation or association organized exclusively for charitable purposes, and which has been used exclusively by such corporation or association for carrying out thereupon charitable purposes since the date on which the fee title was acquired by such corporation or association, shall be exempt from taxation as provided in this section and the city of New York may cancel and annul any unpaid real property taxes that accrued on such real property prior to the date on which the fee title to such property was acquired by such owner together with any interest accruing such unpaid real property taxes.

\* NB There are 2 sub 13's

14. Notwithstanding any provision of this chapter or any other law to the contrary, real property in block 1175 in the county of Kings leased to the unified court system for the establishment and operation of a court officer academy authorized pursuant to section two hundred nineteen-b of the judiciary law shall be exempt from taxation for the duration of such lease provided that such property shall be used for such purpose and provided that title to such property shall not be conveyed to another owner at any time during the duration of such lease.



exempt pursuant to section four hundred sixteen of this chapter by an organization which owns real property exempt from taxation pursuant to such section or whose real property if it owned any would be exempt from taxation pursuant to such section or (d) for purposes relating to civil defense pursuant to the New York state defense emergency act, including but not limited to activities in preparation for anticipated attack, during attack, or following attack or false warning thereof, or in connection with drill or test ordered or directed by civil defense authorities; and provided further that such real property shall be exempt from taxation only so long as it or a portion thereof, as the case may be, is devoted to such exempt purposes and so long as any moneys paid for such use do not exceed the amount of carrying, maintenance and depreciation charges of the property or portion thereof, as the case may be.

3. Such real property from which no revenue is derived shall be exempt though not in actual use therefor by reason of the absence of suitable buildings or improvements thereon if (a) the construction of such buildings or improvements is in progress or is in good faith contemplated by such corporation or association or (b) such real property is held by such corporation or association upon condition that the title thereto shall revert in case any building not intended and suitable for one or more of such purposes shall be erected upon such premises or some part thereof.

4. Such real property shall be so exempt although it is used as a polling place upon days of registration and election.

5. Such real property outside a city owned by a free public library or held in trust by an educational corporation for free library purposes shall be so exempt from taxation although a portion thereof is leased or otherwise used for purposes of income, if such income is necessary for and is actually applied to the maintenance and support of such library.

6. Real property exempt pursuant to this section from taxation by all municipal corporations within which it is located shall also be exempt from special ad valorem levies and special assessments to the extent provided in section four hundred ninety of this chapter. Real property which is taxable by one or more, but not all, of the municipal corporations within which it is located, pursuant to subdivision one of this section shall also be exempt from such levies and assessments to the same extent except that:

such real property taxable by a town shall be subject to any such levies and assessments which are imposed to defray the costs of improvements or services furnished by the town or by a special district established pursuant to the town law;

such real property taxable by a county shall be subject to any such levies and assessments which are imposed to defray the costs of improvements or services furnished by the county or by a special district established pursuant to the county law; and

such real property taxable by a city shall be subject to any such levies and assessments which are imposed to defray the cost of improvements or service furnished by the city.

7. An exemption may be granted pursuant to this section only upon application made by the owner of the property on a form prescribed by the commissioner. The application shall be filed with the assessor of the appropriate county, city, town or village on or before the taxable status date of such county, city, town or village.

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



GF

TOWN CLERK  
Anna L. Librocks  
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[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

**TOWN OF AURORA**  
**Southside Municipal Center**  
300 Glead Avenue, East Aurora, NY 14052  
[www.townofaurora.com](http://www.townofaurora.com)  
May 17, 2017

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NYS Relay Number:  
1(800) 662-1220

To: Town of Aurora Board

Please approve the payment of \$2,320 to DJM Contracting for the emergency repair of a broken water line at 98 Hillcrest Dr., near Hamlin Ave. The break occurred on May 12, 2017 in district 2-3-5 and needs to be taken from account #W2 8340.401.

Sincerely,

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

David Gunner  
Highway Superintendent

DJM Contracting, Inc.  
 7174 Boston State Road  
 Hamburg, NY 14075

# Invoice

Date	Invoice #
5/12/2017	058

Bill To  
 Town of Aurora  
 David Gunner  
 Highway Superintendent

Due Date	Account #	Project
5/12/2017		

Item	Description	Qty	Rate	Amount
02 Site Work	Emergency Repair of water line broken from installation of telephone pole off of Hamlin Ave Repair with 6" steel wrap band; Flushed line for an hour Includes mobilization, labor, equipment and materials		2,320.00	2,320.00
			<b>Total</b>	<b>\$2,320.00</b>

*bill*  
*235*

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(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



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(716) 652-3280  
[urora.com](http://www.townofaurora.com)

GG

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[historian@townofaurora.com](mailto:historian@townofaurora.com)

FAX: (716) 652-3507  
NYS Relay Number:  
1(800) 662-1220

May 9, 2017

To: The Town Board

Please approve sending Thomas Morris and David Gunner to Cornell University's Pavement Management Summer Intern Project Workshop from May 29<sup>th</sup> to June 1<sup>st</sup>. The workshop is required for the pavement software intern project that was approved in March. The workshop fee is \$60. The nightly hotel rate at the University Inn is \$124. Thomas will need a hotel for three nights and David will require one for two nights (he does not have class the first day). The total hotel cost will be \$620.

Thank You,

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

David Gunner  
Highway Superintendent

Line A 5010.404 (balance 1878.73)

SUPERVISOR  
James J. Bach  
(716) 652-7590  
[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



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Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

May 10, 2017

To: The Town Board

Please authorize my hotel stay during the annual Association of Towns Highway School. Classes run from June 12-14, 2017 and take place at Ithaca College in Ithaca, NY. The cost for three nights at Homewood Suites in Ithaca will be \$567. This is a preapproved yearly workshop. The registration fee has already been paid.

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

Thank You,

David Gunner  
Highway Superintendent

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*This Institution is an equal opportunity provider and employer.*

Line A 5010.404 (balance 1878.73)

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[jbach@townofaurora.com](mailto:jbach@townofaurora.com)



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[townclerk@townofaurora.com](mailto:townclerk@townofaurora.com)

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Charles D. Snyder  
[csnyder@townofaurora.com](mailto:csnyder@townofaurora.com)

May 10, 2017

**To: The Town Board**

Please authorize my hotel stay during the annual New York Rural Water Association's Technical Training Workshop in Niagara Falls. The workshop runs from May 22-25, 2017. The cost for three nights at the Sheraton at The Falls Hotel is \$387. This is a preapproved yearly workshop. The registration fee has already been paid.

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

Thank You,

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

David Gunner  
Highway Superintendent

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Line wa 8310.403



7B

**East Aurora / Town of Aurora  
Police Department  
Interdepartmental Correspondence**

**To:** Mayor Kasprzak & Village Board; Supervisor Bach & Town Board

**From:** Shane Krieger, Chief of Police

**Date:** 05102017

**Re:** Monthly Report – April 2017

**General Information**

- The fourth full-time dispatcher search has concluded and request to hire has been forwarded to the Village Board for approval
- The departments 2 new patrol bikes have been received, as well as most of the needed equipment. At this time we are only waiting on the uniforms.
- We have purchased two new printers for dispatch, replacing the large printer. In doing so, it was \$1,000 cheaper going with 2 smaller printers than going with 1 large one.
- All officers had new department pictures taken.
- Another officer is off duty for at least 1 month, due to an injury. Now having 2 officers off extended periods leaves us with only 11 officers to cover 2 person shifts 24/7 for at least the next month.

**Training:**

- Lt Waldron attended ALICE training – Active shooter response
- Started a new training that will take place every month. Each month Lt Bleyle will administer a short test to all officers on a section of our manual. This will insure that all members take time to review sections that they may not have for some time. The first test was administered last month with no issues.

**Meetings:**

In addition to Village Board, Town Board and Staff meetings I also attended the following:

- Erie County Police Chiefs monthly meeting



## **East Aurora / Town of Aurora Police Department Interdepartmental Correspondence**

- 3 Pistol Permit Interviews
- Several meetings with printer replacement professionals
- NYSEG storm response public hearing
- Met with Rep from Delacy Ford regarding new police vehicles
- Dispatcher interviews
- PBA negotiations
- Joint Town/Village boards meeting

### **Special Events**

**Bunny Hop 5K** – Colder than normal temperatures didn't affect turn out. No major problems reported.





**East Aurora / Town of Aurora  
Police Department  
Interdepartmental Correspondence**

**Statistics**

Activity	N.E. District	S.W. District	Total (YTD)
Police calls	1,140 (4,593)	489(1,526)	1,629(6,652)
Fire/EMS calls			351 (1,555)
Response Time	1.52 minutes	1.76 minutes	
Property Damage Acc	10	21	31(125)
Injury Accidents	0/0 Fatal	2/0 Fatal	(12)0(Fatal)
Leaving Scene Acc	5	1	6 (19 )
Arrests-Individuals	22	6	28(114)
Crimes-Persons	3	2	5(28)
Crimes-Drugs	6	0	6(31)
Crimes-Property	13	5	18(69)
Burglary/Trespass	1	0	1(9)
S&R-Lic/Reg	8	1	9(33)
DWI	3	2	5(12)
Warrant Arrests	2	0	2(9)
Traffic Tickets	41(219)	35 (208)	76 (442)
Parking Tickets	9		9 (169)
Domestics			3 (21)
9.41 Mental Health Charge			1 (12)

**Arrests / Investigations**

- Besides the arrests and reported crimes in the above chart, Officers also dealt with the following:
  - Patrols assisted EAFD at a fire in a house on Oakwood Ave.
  - An officer administered Narcan to a 21 year old female who was unconscious from an overdose. The subject was revived and taken to a hospital by a relative.